The Alameda County Board of Education respects the right of the public to comment on Board matters. Any member of the public may comment on agenda items, as each item is presented. Individuals wishing to address the Board need to complete a Speaker Card located at the entrance to the meeting room and provide it to the recording secretary prior to the start of the meeting. Speakers are asked to limit their comments to two minutes each, and the Board President may limit the amount of discussion for any one agenda item.

Speech or conduct that is disruptive, threatening, abusive, or defamatory is not allowed. Persons who are defamed are entitled to pursue legal action against those who engage in such speech. At the discretion of the Presiding Officer or Board, anyone who disrupts the meeting may be required to leave. Thank you for your anticipated cooperation.
2. Recognition of ACOE Personnel

Superintendent Monroe will report to the Board ACOE labor related events and announce the ACOE teacher and employee of the year.

- Employee Recognition - May 1, 2019
- Teacher Appreciation Week - May 6 - 10, 2019
- ACTA Teacher of the Year: Paola Walker
- Classified School Employee Week is May 19 - 25, 2019
- CSEA Employee of the Year: Veronica Olivares
- ACOE FACE Awards

3. Student Presentation: Faye Wang

Faye Wang, student at Irvington High School, will share her senior project on Restorative Justice with the Board.

4. Consent Agenda – General Matters:

A. Minutes of the April 9, 2019 Board Meeting
   Board will consider approval of the Minutes from the April 9, 2019 Board Meeting.

B. Resolution: Lesbian, Gay, Bisexual, and Transgender (LGBT) Pride Month (June)
   Board will consider approval of Resolution No. 2173: Lesbian, Gay, Bisexual, and Transgender (LGBT) Pride Month - June.

C. Resolution: National Internet Safety Month (June)
   Board will consider approval of Resolution No. 2174: National Internet Safety Month - June

5. Public Comments [as close to 7 p.m. as possible]

   Only on items not listed on the agenda.
   This part of the meeting provides an opportunity for the public to address the Board of Education on items that are not listed on the Agenda. Comments are welcome; however, the Board cannot comment on any item that is not agendized. Individuals wishing to address the Board need to complete a Speaker Card located at the entrance to the meeting room and provide it to the recording secretary prior to the start of the meeting. Speakers are asked to limit their comments to two minutes each, and the Board President may limit the amount of comment and discussion time.

6. Hayward Collegiate Charter School Update

Staff will provide an update on Hayward Collegiate Charter School's Charter-Specific Conditions (Schedule D).

7. Oakland Unity Middle School Update

Staff will provide an update on Oakland Unity Middle School's Charter-Specific Conditions (Schedule D).

8. Final Approval of MOU for Epic Charter School

   A. Policy and Legislation Committee Chair will provide a brief overview of Epic Charter School's Memorandum of Understanding.

   B. The Board will consider approving the Memorandum of Understanding (MOU) for Epic Charter School.

9. Policy and Legislation

   A. The Policy and Legislation Chair will report
Committee Report

B. The Board will review and consider taking action on the following Board Policy for FIRST READING:
   - BP 6162.5 Student Assessment
   - BP 6162.51 State Academic Achievement Tests
   - BB 9501 Preventing Hate-Motivated Behavior and Incidents

C. The Board will review and consider taking action on removing the following Board Policy:
   - BP 6162.52 High School Exit Exam

D. The Board will review and consider taking a position on the following legislation:
   - AB 575 - Education Finance: Local Control Funding Formula: Supplemental Grants: Lowest Performing Pupil Subgroup or Subgroups.
   - AB 428 - Special Education Funding.

10. Board Budget Transfer:
    Trustee Amber Childress
    Per Trustee Ken Berrick's approval, $1,000 from his individual spending account has been transferred to Trustee Childress' account. This serves as notification, per Board Bylaw 9250.

11. Countywide Events and Charter Schools Advisor's Report
    Report from Trustee Childress about upcoming activities of Alameda County schools and Alameda County Board of Education authorized charter schools throughout the County.

12. Items from the Board
    Board members will discuss the status of their activities and possible topics of interest to the Board and the general public.

13. President’s Report
    The President will discuss recent activities and possible topics of interest to the Board and the general public.

14. Items from the Superintendent
    The Superintendent, as the Secretary to the Board, will present topics of interest to the Board and the general public.

15. Adjournment
    Visit http://www.acoe.org/board to view live webcasts of regular Board Meetings.

Next Meeting: Regular Meeting
May 28, 2019 at 6:30 p.m.

Adjourn the meeting in memory of three Alameda County educators who passed away in the past few weeks:
   - Liberty Eisenhart, American High School in Fremont
   - Mark Tierney, Thomas S. Hart Middle School in Pleasanton
   - Christine Capitani Schreiber, Tri Valley ROP
All materials related to an item on this Agenda distributed to the Board of Education within 24 hours of the meeting are available for public inspection at the front desk of the Alameda County Office of Education at 313 W. Winton Avenue, Hayward, California at the time they are distributed. For inquiries, please contact the Superintendent’s Office at 510-670-4145.

Times indicated are estimates and may change at the Board's discretion.
Memorandum No. - 1.                          Meeting Date: 5/14/2019

TO:    Alameda County Board of Education
FROM:  Yvonne Cerrato, Board President
RE:    Interdistrict Transfer Appeals

Background:

The Board will hear and take action on the following interdistrict transfer appeals. These matters will be heard in closed session.
1. IDT #02-AM-19/20 - Pleasanton USD
2. IDT #03-MP-19/20 - Pleasanton USD

Action Requested:

ACTION

These matters will be heard in closed session.
Memorandum No. - 2.  Meeting Date: 5/14/2019

TO:       Alameda County Board of Education
FROM:     L. Karen Monroe, Superintendent of Schools
RE:       Recognition of ACOE Personnel

Background:

Superintendent Monroe will report to the Board ACOE labor related events and announce the ACOE teacher and employee of the year.

- Employee Recognition - May 1, 2019
- Teacher Appreciation Week - May 6 - 10, 2019
- ACTA Teacher of the Year: Paola Walker
- Classified School Employee Week is May 19 - 25, 2019
- CSEA Employee of the Year: Veronica Olivares
- ACOE FACE Awards

Action Requested:

INFORMATION
Memorandum No.  - 3.                     Meeting Date: 5/14/2019

TO:                                     Alameda County Board of Education
FROM:                                   Yvonne Cerrato, Board President
RE:                                      Student Presentation: Faye Wang

Background:
Faye Wang, student at Irvington High School, will share her senior project on Restorative Justice with the Board.

Action Requested:
INFORMATION
TO: Alameda County Board of Education
FROM: Yvonne Cerrato, Board President
RE: Minutes of the April 9, 2019 Board Meeting

**Background:**

Board will consider approval of the Minutes from the April 9, 2019 Board Meeting.

**Action Requested:**

ACTION

Board will consider approval of the Minutes from the April 9, 2019 Board Meeting.

**ATTACHMENTS:**

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<tr>
<td>Backup Material</td>
<td>Minutes 4.9.19</td>
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</tbody>
</table>
Unadopted Minutes of the Board Meeting of April 9, 2019

Vol. XXXIII No. 11

<table>
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<tr>
<th>Presiding</th>
<th>President Cerrato opened the meeting at 6:32 p.m.</th>
</tr>
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<tbody>
<tr>
<td>Roll Call</td>
<td>Conducted by Yosaira Espinoza, Administrative Secretary to the Board of Education</td>
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<tr>
<td>Trustees Present</td>
<td>Joaquin Rivera, Amber Childress, Ken Berrick, Aisha Knowles, Fred Sims, Yvonne Cerrato</td>
</tr>
<tr>
<td>Trustees Absent</td>
<td>Eileen McDonald</td>
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<tr>
<td>Flag Salute</td>
<td>Led by Trustee Knowles</td>
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<tr>
<td>Recording Statement</td>
<td>Read into the record by President Cerrato</td>
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</table>

This meeting is being recorded and/or broadcasted at the direction of the Board.

**Item #1: Welcome to Associate Superintendent Raul Parungao**
- Interim Associate Superintendent Gary Jones introduced Raul Parungao, ACOE’s incoming Associate Superintendent of Business Services.

**Item #2: Arts Learning Presentation**
- Louise Music, Director of Integrated Learning, and Tassiana Willis, Youth Leadership Manager, spoke on this year’s Art IS Education exhibition and the CREATE CA coalition.
- Trustee Sims moved approval of Resolution No. 2167: Art IS Education Month.
- Trustee Childress seconded.
- The motion passed unanimously (6-0).

**Item #3: Consent Agenda – General Matters**
- Vice President Rivera moved to approve the Consent Agenda (A-G).
- Trustee Berrick seconded.
- The motion passed unanimously (6-0).

**A. Minutes of the March 12, 2019 Board meeting**
**B. Resolution: Foster Care Awareness Month (May)**
**C. Resolution: Labor History Month (May)**
**D. Resolution: Mental Health Awareness Month (May)**
**E. Resolution: Safe Jobs for Youth Month (May)**
**F. Resolution: Asian American and Pacific Islander Heritage Month (May)**
**G. Williams Uniform Quarterly Report for January – March 2019**

**Item #4: Charter School Spotlight: Urban Montessori Charter School**
- Urban Montessori Charter School presented on the activities and events that are occurring at their school.

**Item #5: Public Comments**
- Public speaker cards were submitted by the following:
  - Assata Olugbala spoke on the lack of diversity in Oakland charter schools.
  - Damon Grant and Kate Goedeker, Principals at Oakland Unity, provided an
| Item #6: Final Approval of MOU for Epic Charter School | • Trustee Berrick recused himself from the meeting.  
• Juwen Lam, Executive Director of Research, Assessment & Accountability Partnerships (RAAP), presented the Memorandum of Understanding for Oakland Unity Middle School.  
• Mark Delong submitted a speaker card. He suggested that the Board investigate when a charter comes before them for approval to see if they will be displacing other schools, as they may take over currently used facilities.  
• Assata Olugbala submitted a speaker card. She shared her concerns regarding the approval of Epic Charter School.  
• The Board requested Epic Charter’s MOU be brought back at the May 14, 3019 Board meeting.  
• Trustee Berrick returned to the meeting. |
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<tr>
<td>Item #7: Personnel Commissioner Update</td>
<td>• Board-appointed Personnel Commissioner Lorrie Owens updated the Board on the work of the Personnel Commission.</td>
</tr>
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</table>
| Item #8: Policy and Legislation Committee Report | • Vice President Rivera moved approval of BB 9100.  
• Trustee Childress seconded.  
• The motion passed unanimously (6-0).  

**Vice President Rivera moved approval of the removal of BB 9110, BB 9120, and BB 9123.**  
• Trustee Childress seconded.  
• The motion passed unanimously (6-0). |
| Item #9: Countywide Events and Charter Schools Advisor’s Report | • Trustee Childress reported the following events:  
  o Butler Academic Center Mock Trial on May 8th  
  o Opportunity Academy graduation on May 23rd  
  o SPaS Graduation Luncheon on May 24th  
  o SPaS Pregnant & Parenting Teens Graduation on June 13th |
| Item #10: Items from the Board | • Trustee Knowles reported the following:  
  o San Leandro Boy and Girls Club STEM Fair  
  o Chaperon for the Interact Club in San Leandro  
• Trustee Sims reported he will not be running for re-election.  
• Trustee Childress reported attending the following:  
  o Alameda County Spelling Bee with Trustee Knowles  
  o East Bay Coalition for Public Education Full and Fair Funding Rally on April 3rd  
  o Participated as a judge for Pitch Day for Students in Action in the Multiplying Good event  
  o Alameda County Women’s Hall of Fame with Trustee Knowles  
  o Alameda League of Women Voters Meet Your Public Officials event |
<p>| Item #11: President’s Report | • None. |
| Item #12: Items from the Superintendent | • None. |</p>
<table>
<thead>
<tr>
<th>Item #13: Adjournment</th>
<th>The next regular Board meeting will be on May 14, 2019 at 6:30 p.m.</th>
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<tbody>
<tr>
<td></td>
<td>President Cerrato adjourned the meeting at 8:16 p.m.</td>
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<tr>
<td></td>
<td>Yvonne Cerrato, Board President</td>
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<tr>
<td></td>
<td>L. Karen Monroe, Board Secretary</td>
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</tbody>
</table>
Memorandum No. 4. - B.  

Meeting Date: 5/14/2019

TO: Alameda County Board of Education
FROM: Yvonne Cerrato, Board President
RE: Resolution: Lesbian, Gay, Bisexual, and Transgender (LGBT) Pride Month (June)

Background:

Board will consider approval of Resolution No. 2173: Lesbian, Gay, Bisexual, and Transgender (LGBT) Pride Month - June.

Action Requested:

ACTION

Consider approval of Resolution No. 2173

ATTACHMENTS:

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<tr>
<td>Backup Material</td>
<td>Resolution 2173 LGBT Pride Month</td>
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WHEREAS, it is policy of the Alameda County Office of Education that all persons, including those who are lesbian, gay, bisexual or transgender, have an equal and nondiscriminatory opportunity to a quality public education experience; and

WHEREAS, many lesbian, gay, bisexual or transgender youth and youth perceived to belong to these groups still face harassment and physical violence in school environments (and elsewhere); and

WHEREAS, the Alameda County Office of Education deplores harassment and physical violence or the threat of such against any of our students, faculty, and staff; and

WHEREAS, the Alameda County Board of Education believes that the rich variety and diversity of families and communities is one of Alameda County's strengths, and furthermore believes that a family is a supportive unit composed of various genders, orientations, cultures, races, and ethnicities; and

WHEREAS, the Alameda County Board of Education values and welcomes diversity of our student body, our teachers, our staff, and our administrators, including the diversity of sexual orientation and identity in our community; and

WHEREAS, the Alameda County Board of Education has made a commitment to achieving and fostering diversity and tolerance in our staff, our school population, and in our curriculum; and

WHEREAS, the Alameda County Board of Education wishes to note the variety of celebrations recognizing Lesbian/Gay/Bisexual/Transgender Pride Month around the nation and throughout the State of California during the month of June; and

THEREFORE, BE IT RESOLVED that the Alameda County Board of Education and the Alameda County Superintendent of Schools proclaim June 2019 Lesbian, Gay, Bisexual, and Transgender Pride Month and encourage teachers, staff and administrators to provide curriculum, instruction, and activities on the history, successes, and challenges of the gay, lesbian, bisexual, and transgender movement.

PASSED AND ADOPTED this 14th day of May, 2019 by the following vote:

AYES: ____________________________  NOES: ____________________________

ABSTAIN: ____________________________  ABSENT: ____________________________

Yvonne Cerrato, President
Alameda County Board of Education

L. Karen Monroe, Superintendent
Alameda County Office of Education
Memorandum No. 4 - C.  

Meeting Date: 5/14/2019

TO: Alameda County Board of Education
FROM: Yvonne Cerrato, Board President
RE: Resolution: National Internet Safety Month (June)

Background:

Board will consider approval of Resolution No. 2174: National Internet Safety Month - June

Action Requested:

ACTION

Consider approval of Resolution No. 2174

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<tr>
<td>Backup Material</td>
<td>Resolution 2174 National Internet Safety Month</td>
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ALAMEDA COUNTY BOARD OF EDUCATION
AND
ALAMEDA COUNTY SUPERINTENDENT OF SCHOOLS

Resolution No. 2174

National Internet Safety Month (June)

WHEREAS, children are spending their time surfing the internet, interacting on social media, playing videogames, and watching YouTube every day; and

WHEREAS, in the United States, 9 in 10 children have a computer or tablet at home with access to the internet; and

WHEREAS, according to research conducted by the Kaiser Family Foundation, it is found that children between ages 8 and 18 spend upwards of eight hours online each day; and

WHEREAS, children will be spending more of their time on online activities during their upcoming summer vacation; and

WHEREAS, according to IDWise, children are up to 35 times more likely to have their identities stolen than adults; and

WHEREAS, 1 in 40 households with children under the age of 18 had at least one child whose personal information was compromised by identity criminals; and

WHEREAS, children are often susceptible to phishing scams, malware, and other cyberattacks in the household; and

WHEREAS, it is important that technology is monitored both at school and at home, along with fostering conversations about internet safety; and

THEREFORE, BE IT RESOLVED that the Alameda County Board of Education and the Alameda County Superintendent of Schools recognize June 2019 as National Internet Safety Month and join the ranks of agencies raising awareness of online dangers, protecting youth from online predators, and promoting safe internet usage of students.

PASSED AND ADOPTED this 14th day of May, 2019 by the following vote:

AYES: NOES: ABSTAIN: ABSENT:

Yvonne Cerrato, President L. Karen Monroe, Superintendent
Alameda County Board of Education Alameda County Office of Education
On September 11, 2018 the Alameda County Board of Education approved the Hayward Collegiate charter petition appeal, and adopted the written findings in the Charter School Staff Evaluation Report. Further, the Alameda County Board of Education approved the Memorandum of Understanding with specific conditions on November 13, 2018, including receiving regular staff updates on the status of the charter’s compliance with the specific conditions (Schedule D).

Should the charter fail to comply with the conditions as outlined in the MOU, it shall be considered grounds for revocation of the charter. In addition, in the event that the County Board determines that the charter has failed to comply with and/or meet any of these conditions, the County Board may, at its sole discretion, delay the opening of the charter school by up to one year and specify additional or altered conditions for such delayed opening.

**Action Requested:**

INFORMATION/ ACTION

**ATTACHMENTS:**

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Charter School Memorandum of Understanding

Between Alameda County Board of Education,

County Superintendent of Schools/Office of Education,

And

Hayward Collegiate Charter School

November 13, 2018
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<td>ENTIRE AGREEMENT; COUNTERPARTS</td>
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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into this November 13, 2018 by, between and among the Alameda County Board of Education (hereinafter "County Board") Alameda County Superintendent of Schools/Office of Education (hereinafter "ACOE"), and Hayward Collegiate Charter School, (hereinafter referred to as "Non-Profit"). Hereinafter, the County Board, the ACOE, and Non-Profit shall be collectively referred to as "the Parties."

1. Purpose of Memorandum of Understanding

1.1. The State of California enacted the Charter Schools Act of 1992 (hereinafter "The Act") authorizing the formation of charter schools with the intent that the schools improve student learning through a variety of means, including increased learning opportunities, innovative teaching methods, performance-based accountability, and expanded choice for parents within the public school system. The Act authorizes the County Board to grant charter petitions under specified circumstances.

1.2. The County Board has approved a charter appeal petition (hereinafter “the Charter”) for the Non-Profit for the operation of Hayward Collegiate Charter School (hereinafter “the Charter School”). Unless otherwise stated, for the purposes of this MOU, the terms Charter School and Non-Profit may be used interchangeably, with the duties and responsibilities of the Charter School and Non-Profit being the same under this Agreement.

1.3. Non-Profit is a California non-profit public benefit corporation which manages and operates the Charter School. Non-Profit is responsible for the Charter School’s compliance with the terms of the Charter and with this MOU.

1.4. All Parties agree that no single party to this Agreement waives any of the rights, responsibilities and privileges established by the Charter Schools Act of 1992 that may change from time to time during the term of this MOU.

1.5. To the extent permitted by applicable law, the County Board has, by agreement with the County Superintendent, delegated its obligations to oversee the Charter School, whether arising at law, by the terms of Non-Profit's Charter, by this MOU, or from any other source, to the ACOE; and in connection with the said delegation, the ACOE shall report periodically to the County Board.

1.6. The fundamental interest of the ACOE is, on a continuing basis, to be reasonably assured that Non-Profit is: 1) implementing the provisions of the Charter as approved; 2) obeying all requirements of federal, state, and local law that apply to the Charter School; 3) operating prudently and soundly in all respects; and 4) providing a sound education for the Charter School’s students.

1.7. The Parties recognize that there are many matters related to the operation of the Charter School and the effective oversight of Non-Profit, which go beyond the provisions included in Non-Profit's Charter or need further clarification. ACOE also acknowledges that the operation of the Charter School is to be solely carried out by Non-Profit. This MOU is intended to address those matters that have not been covered in the Charter and to provide guidance on the oversight policies and procedures of ACOE. Further, this MOU is
intended to outline the Parties' agreements governing their respective fiscal and administrative responsibilities and their legal relationships.

1.8. The Parties recognize and agree that Non-Profit shall not charge tuition, shall be nonsectarian, and shall be open to all students regardless of religion, ethnicity, national origin, gender, gender identity, gender expression, sexual orientation (whether perceived or actual), or disability and those provisions of non-discrimination shall apply as well to employment.

2. Term of the Memorandum of Understanding

2.1. This Memorandum of Understanding (MOU), provided it is fully executed by all parties, shall cover the term of the Charter five (5) fiscal years commencing on July 1, 2019 and ending on June 30, 2024 ("Term"). This MOU will automatically expire upon the expiration or revocation of the Charter.

2.2. The MOU is subject to early termination only as set forth in this MOU or as otherwise permitted by law. Renewal of the Charter and this MOU shall be based, in part, on compliance with the terms set forth in this Agreement, ACOE policy, and applicable law.

2.3. This MOU between and among the County Board, ACOE, and Non-Profit shall include Schedules A, B, C and D.

2.4. Any modification of this MOU must be made in accordance with Section 31: Amendment and Waiver.

3. Operation of Charter School

3.1. Charter School is a public charter school that shall be operated pursuant to the Charter, plus any specific conditions approved. The Charter was granted by the County Board on November 11, 2018.

3.2. Charter School is authorized to operate with grades TK-6. Charter School will serve an enrollment of approximately 420 students through the Term, as projected in the Charter.

3.3. The Parties acknowledge that the provisions of the Charter and this MOU are not intended to conflict. However, in the event of a conflict between the law and terms of this MOU, the law shall prevail, and any such conflicting terms shall be severed from this Agreement and nullified. To the extent that this MOU is inconsistent with any of the terms of the Charter, the terms of this MOU shall supersede the terms of the Charter, unless otherwise agreed in writing by the Parties. The Parties further agree to jointly make any modification to this MOU or the Charter needed to effectuate changes in state or federal laws following the execution of this MOU.

4. Governance and Management

4.1. The Charter School will operate consistent with Cal. Ed. Code §47604(a). Non-Profit acknowledges, as is stated in its Charter, that it is a separate legal entity and neither the County Board nor the ACOE are liable for the debts and obligations of Non-Profit or the Charter School as per Cal. Ed. Code §47604(c).
4.2. The Parties further recognize that consistent with the Charter, Non-Profit has obtained and maintains status as a non-profit, public benefit corporation as provided in Cal. Ed. Code §47604.

4.3. The County Board reserves the right to appoint a representative to the Non-Profit Board of Directors in accordance with Cal. Ed. Code §47604 (b).

4.4. Non-Profit agrees to comply at all times with laws which generally apply to public agencies and to comply with applicable federal or state laws (which may be amended from time to time), including but not limited to the following:

- The California Public Records Act (Cal. Gov. Code, §§ 6250 et seq.);
- State conflict of interest laws applicable to charter schools operated by nonprofit corporations, including but not limited to the Political Reform Act/Fair Political Practices Act (Gov. Code, §§87100 et seq.);
- The Child Abuse and Neglect Reporting Act (Cal. Penal Code, §§ 11164 et seq.);
- The Individuals with Disabilities Education Act (“IDEA”) (20 U.S.C. §§1400 et seq.);
- The Americans with Disabilities Acts (42 U.S.C. §§ 12101 et seq.);
- The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;
- The California Fair Employment and Housing Act (“FEHA”) (Cal. Gov. Code, §§12900 et seq.);
- The Age Discrimination in Employment Act (“ADEA”) (29 U.S.C. §§ 621 et seq.);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 794 et seq.);
- Education Code Sections 220 (prohibiting discrimination) et seq.;
- The Uniform Complaint Procedure (5 Cal. Code Regs., tit. 5, §§ 4600 et seq.);
- The Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. §§ 1232g et seq.);
- Local Control Funding Formula (California Assembly Bill 97, as codified); and
- All applicable state and federal laws and regulations concerning the improvement of student achievement.

4.5 Non-Profit agrees that all of its records that relate in any way to the operation of the Charter School, including those submitted to ACOE, shall be treated as public records subject to the requirements of the Public Records Act, as well as Cal. Ed. Code §47604.3.

5. **Required Documentation**

5.1. Non-Profit shall provide ACOE with the documents listed and described in Schedule A, attached and incorporated herein by reference, by the dates specified therein.

5.2. Non-Profit shall provide up-to-date versions of all Schedule A documents by August 1st of each year of the Term, or as otherwise specified in Schedule A.

5.3. In the event of a change in the documents specified here and in Schedule A, an updated version shall be submitted within ten (10) business days of the date the change is approved by the Non-Profit Board of Directors:
- Articles of Incorporation
- Bylaws
- Conflict of Interest Policy
- Roster of Non-Profit Board of Directors
- Schedule of Board of Directors meetings
- Name and contact information for Charter School leader (principal, director, or head
• Name and contact information for Charter School primary financial contact (CFO, COO, accountant, or back-office financial services provider, etc.)

5.4. Non-Profit shall promptly respond to all reasonable inquiries by the ACOE, County Board, the Superintendent of Public Instruction, their respective designees and any other agency they authorize, including but not limited to financial inquiries to the Charter School, and shall consult with the County Superintendent or his/her designee regarding any inquiries as per Cal. Ed. Code §47604.3.

6. Public Information: Website Posting

6.1. Non-Profit shall post on the Charter School’s website the documents listed and described in Schedule B, attached and incorporated herein by reference, by the dates specified therein.

6.2. Non-Profit will promptly update the postings whenever the information changes, in no event later than ten (10) business days after the change.

7. Governing Board Activities

7.1. The Board of Directors of Non-Profit shall conduct public meetings at such intervals as are necessary to ensure that the board is providing sufficient direction to Non-Profit and the Charter School through implementation of effective policies and procedures. Board meetings of Non-Profit will be conducted in keeping with the requirements of the Ralph M. Brown Act (Cal. Gov. Code §§54950, et seq.) (the “Brown Act”).

7.2. Non-Profit ensure that all members of the Board of Directors of Non-Profit, the Charter School leader, the Charter School primary financial contact, and any other Charter School staff deemed appropriate by Non-Profit, have participated in training on the requirements of the Brown Act and the Political Reform Act / Fair Political Practices Act. Verification of such training shall be provided as specified in Schedule A.

7.2.1. All agendas shall be provided to the ACOE electronically in advance of the board meeting when posted, and such posting shall be in conspicuous physical location/s, including all school sites and Non-Profit offices, and on Charter School’s website, in accordance with the Brown Act.

7.2.2. Approved minutes of each Board of Directors meeting shall be provided to the ACOE within two (2) business days of approval, as specified in Schedule A. Approved minutes shall be posted as specified in Schedule B.

7.2.3. Non-Profit board meeting agendas and minutes shall be maintained for public inspection at the designated office of Non-Profit during normal business hours and shall be made available promptly upon request in hard copy at all locations of the Charter School.

7.2.4. If Non-Profit makes audio or video recordings of its meetings, Non-Profit shall ensure recordings are accessible on or through their website within two (2) days of the meeting, as specified in Schedule A.

8. Human Resources Management

8.1. Non-Profit is deemed the exclusive employer of the employees of the Charter School for the purposes of the Educational Employee Relations Act (EEERA) under Cal. Gov. Code §3540, et. seq. Non-Profit will have sole responsibility for employment, management,
dismission, and discipline of its employees.

8.2. Non-Profit shall distribute a copy of its employee handbook to each employee at the Charter School each year. At a minimum, the handbook shall include a statement that Non-Profit is the exclusive employer of employees and has sole responsibility for employment, management, dismissal, and discipline of its employees. It shall also include specific expectations for employee performance and behavior, any due process rights of employees related to disciplinary actions (including termination), compensation and benefit information, and a description of both informal and formal complaint procedures that employees may pursue in the event of disagreements. Such handbook shall be provided to ACOE and posted on the Charter School’s website, as provided in Schedules A and B.

8.3. At all times during the Term of the Charter, Non-Profit employees at the Charter School, parent volunteers who will be performing services with Non-Profit students that are not under the direct supervision of a certificated teacher, and all vendors and sole proprietors having unsupervised contact with Non-Profit students will submit to background checks and fingerprinting in accordance with Cal. Ed. Code §45125.1. Non-Profit will provide certification to ACOE that all employees, and volunteers/vendors (as applicable) have cleared a criminal records check through the Department of Justice (“DOJ”) and the Federal Bureau of Investigation (“FBI”) prior to their having any unsupervised contact with students.

8.4. Non-Profit shall maintain on file and have available for inspection during site visits, evidence that it has performed criminal background checks for all employees and documentation certifying that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students.

8.5. As specified in Schedule A, Non-Profit shall provide the ACOE with proof that all of the Charter School’s teachers hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which teachers in other public schools are required to hold, except as otherwise exempted. Non-Profit will have documentation on file (for inspection upon request) of its teachers' credentials.

8.6. If Non-Profit offers employees of the Charter School the opportunity to participate in STRS or PERS, Non-Profit shall be responsible for contracting with a third party for reporting purposes. Such arrangements must be made in writing with the third party prior to the hiring of any employee.

9. Charter School Students

9.1. The Parties recognize and agree that the Charter School will be open to all students. The Charter School shall adopt and adhere to anti-discrimination policies that are consistent with law and prohibit unlawful discrimination against any protected group. Protected groups put forth under Title IX and in California are enumerated by Cal. Gov. Code §12940, Cal. Ed. Code §§200 and 220, Cal. Gov. Code §11135, and include actual or perceived sex, sexual orientation, gender, gender identity, gender expression, ethnicity, race, ancestry, national origin, religion, color, mental or physical disability, genetic condition or information, and age, as well as association with a member of a protected class. Additionally, it is the policy of the State of California, pursuant to Section 200 that all persons should enjoy freedom from discrimination and/or harassment of any kind in the educational institutions of the state. This includes sexual harassment, which is a form of
sexual discrimination (Cal. Ed. Code §231.5).

9.2. Non-Profit shall make a serious and consistent effort to recruit students to Charter School to achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the school district in which Charter School is located.

9.3. If a Charter School student is expelled or leaves the charter school without graduating or completing the school year for any reason, Charter School shall notify the superintendent of the student’s last known school district within 30 days (pursuant to Cal. Ed. Code §47605(d)(3)), and shall maintain records of such notifications during the Term of this Agreement for ACOE review upon request.

9.4. To the extent necessary to discharge its reasonable supervisory oversight activities, the Charter School hereby designates the employees of ACOE as having a legitimate educational interest such that they are entitled upon request to access to the Charter School’s education records under the Family Education Rights and Privacy Act (“FERPA”) and related state laws regarding student records. ACOE, Charter School, and their offices and employees shall comply with FERPA and state laws regarding student records at all times.

10. Required Disclosures

10.1. Non-Profit shall notify ACOE within five days of any pending or actual litigation and/or claim from any party or notice of potential infraction, criminal or civil action against Non-Profit, the Charter School or any employee, agent or volunteer that may involve or affect Non-Profit or the Charter School. In addition, Non-Profit shall immediately notify ACOE of any request for information by any governmental agency about the Non-Profit or the Charter School.

10.2. ACOE shall notify Non-Profit within five days of any pending or actual litigation and/or claim from any party or notice of any potential litigation and/or claim against ACOE, the County Board, Non-Profit or the Charter School, that may involve or affect Non-Profit or the Charter School. In addition, the ACOE shall immediately notify Non-Profit of any request for information by any governmental entity about Non-Profit or the Charter School.

10.3. If Non-Profit seeks any loans or advance receipt of funds for the Charter School, it shall establish a fiscal plan for repayment in advance of receipt of such loans. Non-Profit shall provide advance written notice to the County Board and the ACOE specifying its intent to apply for a loan for the Charter School. Advance notice shall include a description of the need for the loan, its terms, and the plan for repayment, including a cash flow schedule. If a loan is received, Non-Profit shall, at the time of deposit of any sums which are loans to Non-Profit for the Charter School, provide ACOE with the loan documents, minutes of Non-Profit Board meetings at which such loan was approved, plan for repayment and updated cash flow schedule. The Non-Profit will provide the same information in the same manner for loans and/or advancement of funds made internally by the Non-Profit to the Charter School.

11. Insurance and Risk Management

11.1. Non-Profit shall procure from an insurance carrier licensed to do business in the State of California or a qualified joint power authority (“JPA”) registered with the California Department of Industrial Relations, and keep in full force during the term of the Charter,
at least the following insurance coverage for itself and the Charter School:

11.1.1. Property Insurance – against fire, vandalism, malicious mischief and such other perils as are included in “special form” coverage insuring all of Non-Profit’s trade fixtures, furnishings, equipment and other personal property. The property policy shall include ‘extra expense’ coverage and shall be in an amount not less than 100% of the replacement value.

11.1.2. Commercial General Liability -- In an amount not less than two million dollars ($2,000,000) per occurrence and five million dollars ($5,000,000) in total general liability insurance for bodily injury (including death), property damage and personal and advertising injury arising out of or connected to the Non-Profit’s premises and operations. Non-Profit shall also maintain errors and omissions/educators legal liability, sexual abuse and molestation coverage, and employment practices liability of Non-Profit, its governing board, officers, agents, or employees of the Charter School with limits of not less than the amount stated above. The amount of total general liability insurance required shall increase to seven million, five hundred thousand dollars ($7,500,000) when the Charter School’s ADA (as reported at P-Annual) exceeds 1,000. The deductible per occurrence for said insurance coverage stated herein shall not exceed twenty thousand dollars ($20,000).

11.1.3. Workers' Compensation -- In accordance with the provisions of the California Labor Code, insurance adequate to protect Non-Profit from claims under Workers' Compensation Acts which may arise from its operation of the Charter School, with statutory limits, and Employer’s Liability coverage with limits of not less than one million dollars ($1,000,000) per accident or disease.

11.1.4. Automobile Insurance – for all owned (if applicable), non-owned, borrowed, leased or hired automobiles in an amount of not less than one million dollars ($1,000,000) per accident.

11.2. In addition, Non-Profit shall institute a risk management plan, including policies and practices to address reasonably foreseeable occurrences, and will provide ACOE with such plan and with annual certification that such policies and practices have been instituted at the Charter School, as specified in Schedule A.

11.3. All liability insurance policies required under this section shall be endorsed to name the County Board, and ACOE and its employees and agents as additional insureds and that such insurance policy(ies) shall be primary and any insurance or self-insurance maintained by ACOE, the County and/or its employees shall not be required to contribute with it.

11.4. Non-Profit shall provide evidence of all applicable insurance coverage, with additional insured endorsements, to ACOE (as specified in Schedule A) and will instruct the insurance carrier(s) to inform the ACOE immediately if the coverage is reduced or becomes inoperative for any reason. The ACOE may request to see evidence of insurance coverage during site visits.

12. Hold Harmless

12.1. Non-Profit and the Charter School shall hold harmless, defend, and indemnify the County Board, ACOE, its officers, agents and employees, from every liability, claim, or demand which may be made by reason of (1) any injury to volunteers; and (2) any injury to person or property sustained by any person, firm, or corporation caused by any intentional or negligent act or omission of Non-Profit and/or the Charter School, its officers, employees
or agents. In cases of such liabilities, claims, or demands, Non-Profit, at its own expense and risk, shall defend with legal counsel satisfactory to ACOE all legal proceedings which may be brought against the County Superintendent, the County Board, ACOE and its officers and employees (who will cooperate fully with Non-Profit’s attorneys and insurance carriers), and shall satisfy any resulting judgments up to the required amounts that may be rendered against any of them. This indemnity and hold harmless provision shall exclude actions brought by third persons against the County Superintendent, the County Board, ACOE or their officers and employees arising out of the gross negligence or intentional acts, errors, or omissions of the County Superintendent, the County Board, ACOE or their directors, employees, officers and agents.

12.2. ACOE and the County Board shall hold harmless, defend, and indemnify Non-Profit and/or the Charter School, its board, officers, agents and employees, from every liability, claim or demand which may be made by reason of (1) any injury to volunteers; and (2) any injury to person or property sustained by any person, firm, or corporation caused by any intentional or negligent act or omission of the County Superintendent, the County Board, or ACOE, its officers, employees or agents. In such cases of such liabilities, claims, or demands, ACOE and/or County Board, at its own expense and risk, shall defend with legal counsel satisfactory to Non-Profit all legal proceedings which may be brought against Non-Profit, its board, officers, and employees, who will cooperate fully with the County Board and/or ACOE, its officers and employees, attorneys and insurance carriers and shall satisfy any resulting judgments up to the required amounts that may be rendered against any of them. This indemnity and hold harmless provision shall exclude actions brought by third persons against Non-Profit and/or the Charter School arising out of the gross negligence or intentional acts, errors, or omissions of Non-Profit, its board, directors, employees, officers and agents.

13. Facilities

13.1. It is understood and agreed that the County Board and/or the ACOE have no obligation to provide facilities to Non-Profit for the Charter School. If Non-Profit seeks facilities for the Charter School from a district in which it intends to locate under Proposition 39 (Cal. Ed. Code §47614), it shall follow applicable statute and regulations regarding submission of such a request to a district. As provided in Schedule A, Non-Profit shall provide a copy of each Proposition 39 request for the Charter School to ACOE at the time of submitting its request to any school district, along with any documentation of subsequent steps in the process as described in implementing regulations at 5 CCR §§11969.1 et seq., whether produced by Non-Profit or the district.

13.2. Non-Profit shall ensure that the Charter School’s facility is located in an area that is properly zoned for operation of a school and that has received a conditional use permit, and that has been cleared for student occupancy by all appropriate local authorities. All facilities must meet all applicable health and fire code requirements and zoning laws. Non-Profit will furnish the ACOE, as provided in Schedule A, with all local approvals (Cal. Ed. Code §47610(d)) including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections and approved zoning variances. The Charter School cannot exempt itself from applicable local zoning or building code ordinances.

13.3. ACOE may conduct a site review to determine that the facilities are clean, safe, Americans with Disabilities Act (ADA) compliant, and have the necessary local approvals to operate.

13.4. In the event that the Charter School seeks to open an additional school site (whether for
classroom or non-classroom based instruction), Non-Profit will submit a request for a material revision of its Charter to the County Board for approval, pursuant to Section 23 of this MOU. Approval must be obtained before any additional school sites can begin operation.

14. Food Service and Transportation

14.1. Charter School shall provide for each needy pupil, one nutritionally adequate free or reduced-price meal during each school day, as described under Cal. Ed. Code §49550. Needy children shall be defined as those children who meet federal eligibility criteria for free and reduced price meals as defined in Cal. Ed. Code §49531.

14.2. Non-Profit shall be responsible for any and all transportation offered by Non-Profit to students who enroll in the Charter School, including but not limited to any and all transportation required in any student Individuals with Disabilities Education Act (IDEA) Individualized Education Program (“IEP”) or Section 504 Plan.

15. Accountability for Academic Performance

15.1. Non-Profit shall comply with and adhere to the state requirements for participation and administration of all state mandated tests for the Charter School.

15.2. The Charter School shall comply with Cal. Ed. Code §47606.5 (regarding Local Control Accountability Plans), as that statute may be amended from time to time, as well as its implementing regulations, if any. The Charter School’s annual adopted Local Control Accountability Plan (“LCAP”) shall be provided to the County by as specified in Schedule A.

15.3. The Parties hereby agree that the Charter School is accountable for pupil outcomes identified in the Charter. At the request of ACOE, Non-Profit shall present updates and reports regarding the Charter School’s pupil outcomes to the Alameda County Board of Education during the year. It is also the intent of both parties to adopt a framework of common metrics; a school performance framework (SPF) that will apply to the Charter School as well as the other charter schools authorized by the County.

15.4. Should we add something here about AB 81 regarding long-term English learners

16. Services for Students with Disabilities

16.1. At all times during the Term of the Charter and this MOU, Non-Profit shall act as its own local education agency (“LEA”) in a Special Education Local Planning Area (“SELPA”), or as a duly constituted SELPA approved by the State of California. As specified in Schedule A, Non-Profit shall provide ACOE with a copy of the Local Plan and documentation of the status of the Charter School as an LEA in good standing with a state-approved SELPA or as a state-approved SELPA.

16.2. Non-Profit and/or the Charter School shall assume all responsibility, including but not limited to full financial responsibility, for the implementation of student plans and provision of educational services under Section 504 of the Rehabilitation Act, for all students who are enrolled in the Charter School.

16.3. Non-Profit may contract with any school district or other qualified organization for other services on behalf of the Charter School, provided that such are at no cost to the County Board and/or ACOE. Written agreements shall be authored to specify such services and
costs. It is further recognized that Non-Profit and/or the Charter School may contract with a SELPA, employ its own staff and/or contract with other vendors to deliver services required by the IEPs and/or Section 504 Plans of students enrolled in the Charter School and as otherwise required by applicable state and federal laws.

16.4. As specified in Schedule A, Non-Profit shall provide special education revenue and expense schedules to the ACOE as back-up to required regular financial reports. To the extent that the delivery of Section 504 and/or special education services and adherence to Section 504 and special education laws have costs in excess of revenue allocated to the Charter School for such purposes, Non-Profit and the Charter School shall be responsible for any and all such costs related to students of the Charter School.

16.5. Non-Profit and the Charter School agree to fully and promptly comply with any reasonable requests for information made by the ACOE with regard to special education services and individual students at the Charter School. The ACOE may establish regular meetings with Non-Profit special education coordinator for purposes of reviewing special education and/or Section 504 compliance. The ACOE may also take action to monitor the Charter School to ensure that special education and/or Section 504 services are being provided as required by law and applicable SELPA policy.

16.6. Non-Profit agrees to defend with legal counsel satisfactory to ACOE and to hold harmless the County Board, the County Superintendent, the Alameda County Office of Education, and each of their officers, directors, agents and employees, from and against any and all costs, including attorney's fees, and/or awards related to complaints, due process hearings, mediations or any and all forms of litigation relating to special education and/or Section 504 matters involving a student’s enrollment, services and/or attendance at the Charter School. This indemnification shall exclude any matters which relate to the enrollment or attendance of a student in an ACOE program, unless the student’s enrollment or attendance in such program was through a contract with Non-Profit.

16.7. Non-Profit acknowledges that its failure to provide any Section 504 and/or special education services for students as required in their Section 504 Plans and IEPs may constitute a material violation of the conditions, standards and procedures set forth in the Charter and this MOU, as well as violation of applicable law which may be sufficient to support the County Board's revocation of Non-Profit's Charter pursuant to Cal. Ed. Code §47607.

16.8. Non-Profit shall develop, maintain, and implement policies and procedures to ensure that eligible students with disabilities are properly identified, assessed by qualified assessors and IEPs or 504 Plans for the students are properly established, implemented and complied with such that a Free and Appropriate Public Education (“FAPE”) in the Least Restrictive Environment (“LRE”) is provided in accordance with state and federal law. Such policies shall, as specified in Schedule A, be provided to ACOE.

17. Independent Study

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

17.2. If the Charter School provides instruction through independent study on more than an
incidental basis, it shall comply with all requirements of statute applicable to independent study in charter schools, including Cal. Ed. Code §§51745, *et seq.*, and applicable regulations.

18. **Funding**

18.1. The Charter School shall be direct funded in accordance with Cal. Ed. Code §§47630 *et seq.* Charter School is eligible for a general-purpose entitlement and supplemental funding allocated through the Local Control Funding Formula (“LCFF”) under Cal. Ed. Code §§42388 and 47651(a)(1) *et seq.* It shall be the responsibility of the Charter School to apply for funding beyond the basic statutory entitlements of the base grant due to the Charter School under LCFF.

18.2. The Parties specifically agree that it is not the responsibility of the ACOE to provide funding in lieu of property taxes to Non-Profit for the Charter School.

18.3. In the event that the County Board seeks and receives a voter approved bond, parcel tax, etc., the Charter School and/or Non-Profit shall have no entitlement to any portion of the funds unless otherwise negotiated in advance and agreed to in writing. The Parties shall meet sufficiently in advance of any action by the ACOE to pursue such measures so as to advise Non-Profit and to determine the positions of the Parties. Non-Profit agrees that it and the Charter School have no entitlement to funds currently being received, if any, by the County Board and/or the ACOE under former parcel tax or bond elections.

18.4. Non-Profit is to operate the Charter School in a financially sound fashion. It is agreed that all loans sought by Non-Profit for the Charter School shall be authorized in writing in advance by Non-Profit and shall be the sole responsibility of Non-Profit. Notification of loans shall be provided pursuant to Section 10 of this MOU. In no event shall the County Board and/or the ACOE have any obligation for repayment of such loans.

18.5. The ACOE shall not advance any funds to Non-Profit for the Charter School. In addition, the ACOE shall not act as or provide a line of credit to Non-Profit for the Charter School.

18.6. The Parties agree that neither the ACOE nor the County Board shall act as fiscal agent for Non-Profit or the Charter School. It is agreed that Non-Profit shall be solely responsible for all fiscal services for the Charter School such as payroll, purchasing, attendance reporting, and completion and submission of state budget forms. ACOE shall process and transfer to Non-Profit all payments received by the ACOE for the Charter School in a timely fashion.

18.7. To the extent that Non-Profit wishes to contract with the ACOE for any services to the Charter School beyond those specified in this agreement, a separate written contract with the ACOE shall be required and the costs of such services paid in full by Non-Profit.

18.8. Non-Profit and the Charter School will use all revenue received from state and federal sources only for the educational services of Non-Profit and the Charter School and for the benefit of the students enrolled and attending the Charter School. Sources of funding must be used in accordance with applicable state and federal statutes, and the terms or conditions, if any, of any grant or donation.

19. **Attendance Reporting**

19.1. Non-Profit shall use commercially available attendance accounting software (such as Power School, SASI, etc.) for student attendance accounting at the Charter School. Non-
Profit on behalf of the Charter School shall submit enrollment and attendance data as required to receive apportionment of funding according to the deadlines specified in Schedule A. ACOE staff will review and certify the accuracy of the Charter School’s attendance data submitted by Non-Profit only when all documentation has been submitted and is accurate. Attendance data submitted without the requisite detail will not be processed and may result in a delay of funding to the Charter School.

19.2. Non-Profit shall make available to ACOE on request all back up attendance documents. Non-Profit shall, as specified in Schedule A, submit monthly summary reports, due the 15th of every month, of enrollment and average daily attendance (“ADA”).

19.3. Monthly site-based attendance sheets, signed and dated by teachers, and evidence of contact made with parents when students are absent from school, e.g. parent contact log, absence log. etc., shall be maintained by Non-Profit, and may be reviewed by ACOE during site visitations.

20. Financial Reporting

20.1. Non-Profit is required by Cal. Ed. Code §47604.33 to submit periodic financial reports of revenues, expenditures, and reserves. In order to meet statutory timelines for financial reporting, Non-Profit shall submit such reports to ACOE for review, using the state software or the Charter School Alternative Reporting form, as specified in Schedule A. Specified back-up information shall be consistently provided for each reporting period. Any significant changes in the budget or interim reports from one reporting period to the next must be explained in writing. The ACOE may request additional information, as necessary, to evaluate the fiscal condition of the Charter School. Non-Profit shall also timely respond to all inquiries from ACOE and shall provide all documents and additional information, as necessary to evaluate the fiscal soundness, operations, and governance of all other non-profit and for-profit corporate entities affiliated with Non-Profit as may be providing services to the Charter School or controlling the assets of Non-Profit, including but not limited to documents and information related to the management, fiscal, personnel, procurement, facilities operations, facilities financing, and programmatic services of the Non-Profit and, in regard to information or documents that may reasonably impact the assets of the Charter School or Non-Profit, such affiliated entities, in accordance with Education Code Section 47604.3, and shall fully cooperate with any investigation into their operations conducted by ACOE pursuant to Education Code Section 47604.4.

20.2. The Parties agree that maintenance of a sufficient level of funding reserve is in the best interest of the Charter School and its successful operation. Accordingly, Non-Profit shall maintain reserves of no less than three percent (3%) for the Charter School based upon the total expenditures and other uses of Non-Profit’s Adopted Budget for the fiscal year. An explanation of any projected drop in reserves below the three percent (3%) level must be included in the assumptions.

21. Annual Audit

21.1. As specified in Schedule A, Non-Profit shall submit an annual independent financial audit in accordance with Cal. Ed. Code §§47605.6(m) or §§47605(m), as applicable, to the State Controller’s Office, the ACOE, and the California Department of Education (“CDE”) no later than December 15th of each year. In order for Non-Profit to receive a favorable recommendation for renewal, corrective action plans shall have been implemented in a
timely manner to the satisfaction of the ACOE for any findings or exceptions identified in each annual audit, such that there are no continuing prior year findings or deficiencies identified in the following year. The audit shall be conducted by an auditor from the list approved by the State Controller’s Office. ACOE shall be notified of Non-Profit’s selection of an auditor, as specified in Schedule A.

21.2. In addition to Non-Profit’s financial statements for the Charter School, the audit shall include, as applicable, but not be limited to, review of contemporaneous records of attendance and annual instructional minutes, and such other reviews as required by law for the audit of charter schools.

22. Monitoring and Oversight

22.1. The ACOE will conduct at least one (1) visit to the Charter School annually in accordance with the Charter Schools Act. The information gathered will be used to assess the Charter School’s progress in governance and organizational management, educational performance, fiscal operations and fulfillment of the terms of the Charter and this MOU. A school site visit may include review of the facility, review of records maintained by Non-Profit for the Charter School, interviews with the management of Non-Profit, Non-Profit employees working at the Charter School including the site principal, and the Charter School’s students and parents, as well as observation of instruction in the classroom(s). Any deficiencies will be reviewed with the Charter School’s site principal and Non-Profit staff and an opportunity provided for comment, explanation and/or correction. The evaluations for each year will be used, in addition to other information and reports, to determine a renewal decision.

22.2. ACOE reserves the right to make unannounced visits to the Charter School.

22.3. Non-Profit shall be charged an annual oversight fee by ACOE for the cost of oversight, monitoring, and reporting concerning the Charter School in accordance with Cal. Ed. Code §47613. Such fees will be capped at 1% of the general purpose revenue received by the Charter School, as defined in Cal. Ed. Code § 47613(f) from the local control funding formula calculated pursuant to Section 42238.02 as implemented by Section 42238.03. The oversight fees shall be invoiced quarterly by ACOE, with payment due and payable within 30 days of receipt. Oversight fees shall be used to offset consultant and administrative costs required for comprehensive oversight.

23. Material Revisions to Charter

23.1. Changes to the Charter deemed to be material revisions may not be made without prior approval from the County Board per Cal. Ed. Code §47607. Changes to the Charter considered to be material revisions include, but are not limited to, the following:

23.1.1. Substantial changes to the educational program, mission, or vision of the Charter School, including the addition or deletion of a major program component that is a distinctive feature of the Charter School, such as STEM, language immersion, grade level grouping, arts integration, etc.

23.1.2. Adding a classroom-based or non-classroom based program and/or facility not expressly authorized by the Charter.

23.1.3. Changes in enrollment that represent an increase or decrease from the annual enrollment originally projected in the charter petition by more than 25% in any grade level
or 10% percent of total enrollment in any given year.

23.1.4. Addition or deletion of grades or grade levels to be served, for the program as a whole or in a given year, not expressly authorized by the Charter, or otherwise required by law.

23.1.5. Changes to location of facilities, including school sites, resource centers, meeting space, or other satellite facility including the opening of a new facility. Temporary locations rented for annual student testing purposes shall be exempt from this provision.

23.1.6. Changing the name of the Charter School.

23.1.7. Entering into a contract to be managed or operated by any other non-profit public benefit corporation (or any other corporation or entity), such as an Educational Management Organization or a Charter Management Organization other than Non-Profit.

23.1.8. Substantial changes to admission requirements and/or enrollment preferences identified in the Charter.

23.1.9. Substantial changes to the governance structure as described in the corporate bylaws, including but not limited to: changes in the authorized number of board members, method by which sitting board members are removed, method by which new board members are selected, and/or provisions that reduce the size of the quorum required for a meeting and/or majority required for action.

23.2. Changes to the Charter not deemed to be material revisions may be made by Non-Profit following notification to ACOE. Such notice shall be provided, in writing, at least 5 business days in advance of the Non-Profit board meeting at which the revision is to be approved. Disagreement as to the materiality of the proposed revision/s shall be resolved consistent with the dispute resolution provisions of this MOU.

24. Charter Renewal: Non-Profit may seek renewal of the Charter prior to expiration of the Term of the Charter in accordance with statutory provisions. Non-Profit shall submit its renewal petition for the next charter term along with a copy of the most recent annual report required by ACOE and/or Local Control Accountability Plan Annual Update to ACOE, no sooner than September 1st of the fiscal year in which Charter School would cease operations without renewal. ACOE shall review the charter petition, academic and financial performance, audit reports, annual visitation reports, and may conduct a renewal site visit prior to scheduling the renewal request for consideration by the County Board. To the extent required, the charter renewal petition shall be revised in accordance with current statutes and regulations.

25. Charter Revocation

25.1. The County Board shall have the right to revoke the Charter in accordance with Cal. Ed. Code §§47607, 47607.3 or other applicable statute or regulations. Prior to instituting revocation proceedings, the ACOE may provide progressive notices that correction of a problem at the Charter School by Non-Profit needs to occur with specified time lines. The minimum progression of notification of corrective action for concerns the County Board considers to involve violation(s) of Cal. Ed. Code §47607(c) is as specified in 5 CCR §11968.5.2. Additional notification may be provided, at the sole discretion of ACOE.

25.2. If the County Board determines, based on report/s of ACOE, that there is a severe and imminent threat to the health or safety of students and/or staff of the Charter School, and makes such determination in writing, per Cal. Ed. Code §47607(d), it may take immediate
action to assure the safety and well-being of the students, staff, and community, consistent with 5 CCR §11968.5.3. Such immediate action, as deemed appropriate by the County Board, in its reasonable discretion, may include but is not limited to revocation of its charter in accordance with Cal. Ed. Code §§47607(d) and/or (e).

25.3. During the period prior to revocation, Non-Profit shall have the opportunity to work with the ACOE or County Board to address the concerns and develop a plan to remediate all areas to the reasonable satisfaction of the County Board.

26. Charter School Closure

26.1. At all times it is operational during the Charter Term, Non-Profit will maintain a description of the procedures to be used in the event the Charter School closes, and provide such procedures to ACOE as specified in Schedule A and post them as specified in Schedule B. Procedures must be compliant with requirements contained in 5 CCR §11962, and consistent with the content of the Charter.

26.2. If the Charter School is to close permanently for any reason (i.e., voluntary surrender, non-renewal, or revocation), the ACOE on behalf of the County Board shall serve written notice on Non-Profit that the closure procedures have been invoked. Non-Profit will immediately identify to the ACOE the specific individual who is responsible for coordinating the Charter School’s close out activities. ACOE will identify a staff person who will work with the Charter School to accomplish all close out activities.

26.3. Non-Profit expressly acknowledges the right of the ACOE, on behalf of the County Superintendent of Schools (pursuant to Cal. Ed. Code §47604.4), to gain full access and copies of all student and business records concerning the Charter School at any time after the County Board gives written notice that it is invoking the closure procedures.

27. Dispute Resolution

27.1. It is expressly agreed by the parties that dispute resolution process described herein supersedes that included in the Charter for disputes between and among Non-Profit, ACOE and/or the County Board.

27.2. In the event of a dispute between Non-Profit and the ACOE and/or the County Board relating to the Charter or this MOU, which does not involve revocation, the parties shall seek to resolve the dispute using the process described below:

27.2.1. The disputing party shall provide written notice of the dispute to the other party or parties. Notice shall be provided as specified in this MOU.

27.2.2. The Charter School’s designated representative shall meet with the ACOE’s designated representative within thirty (30) days of the date of the written notice to attempt informal resolution of the dispute.

27.3. By mutual agreement, in writing, the parties may engage the services of a third-party mediator to assist with informal resolution of the dispute. The costs of the mediation shall be borne 50/50 by the County Board and Non-Profit.

27.4. If a dispute between Non-Profit and ACOE and/or the County Board is not resolved through the dispute resolution set forth above within ninety (90) calendar days of the date notice is given by the complaining party to the other parties, or by such alternative deadline as may be established by mutual agreement in writing, then any party shall have the right to take the matter to binding arbitration. Arbitration shall proceed according to
the following timeline:

27.4.1. No later than ten (10) calendar days after the request for arbitration, unless agreed otherwise by the parties in writing, the parties shall choose a mutually acceptable arbitrator from a list obtained from the State Mediation and Conciliation Service.

27.4.2. Within ten (10) calendar days after the arbitrator is selected, the parties shall choose a mutually agreeable date and site for the arbitration.

27.5. The costs of the arbitrator shall be borne 50/50 by the County Board and Non-Profit.

28. Severability

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

29. Venue

29.1. The Parties agree that any legal action to enforce the terms of this Agreement shall be brought in the appropriate court in Alameda County, California.

30. Non-Assignment

30.1. No portion of this MOU or the Charter approved by the County Board may be assigned to another entity without approval of a material revision of the Charter pursuant to Section 23.

31. Amendment and Waiver

31.1. Any waiver, amendment, modification, or cancellation of any provisions of this MOU must be in writing and executed by duly authorized representatives of all Parties specifically indicating the intent of the Parties to modify this MOU. No such amendment or waiver shall be effective absent approval or ratification by the County Board and the governing board of the Non-Profit.

31.2. Proposed revisions to the MOU may be submitted by any of the Parties at any time, through notice duly given in accordance with Section 33.

31.3. The failure of either Party at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce such provision.

32. Captions and Section Headings

32.1. The captions and section headings used in the Charter and this MOU are inserted for convenience only and should not affect the meaning or interpretation of the terms of the Charter or this MOU.
33. Notification

33.1. All notices, requests, and other communications under this MOU shall be in writing and mailed or delivered by overnight courier to the proper addresses as follows, unless allowed or required to be submitted electronically by ACOE:

To the County Board at:
Alameda County Board of Education
313 West Winton Avenue
Hayward, CA    94544
Attn: Board President

To the ACOE at:
Charter Schools Office
Alameda County Office of Education
313 West Winton Avenue, Room 372
Hayward, CA    94544
Attn: Alameda County Superintendent of Schools

To Hayward Collegiate Charter School at:
Hayward Collegiate Charter School
152 Nevada Street
Redwood City, CA    94062
Attn:  Neena Goswamy

34. Entire Agreement; Counterparts

34.1. This MOU and attached schedules contain the entire agreement of the Parties with respect to the matters covered herein, and supersedes any oral or written understandings or agreements between the Parties with respect to the subject matter of this MOU. This MOU may be executed in counterparts, each of which shall constitute an original. Facsimile copies of signature pages transmitted to other Parties of this MOU shall be deemed equivalent to original signatures on counterparts.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by duly authorized officers or representatives set forth below and to be effective as of the Effective Date.

__________________________________________  ____________________________________________________
Date       President or Designee, Hayward Collegiate Charter School

__________________________________________
Date       President, Alameda County Board of Education

__________________________________________  ____________________________________________________
Date       Alameda County Superintendent of Schools for Alameda County Office of Education
Approved and ratified this 13th of November, 2018 by the Alameda County Board of Education by the following vote:

AYES:  ______
NOES:  ______
ABSTAINS:  ______

Certification by the Board Secretary
**SCHEDULE A**

**Charter School Reporting and Monitoring Activity**

All information and documents listed below are to be provided to the Alameda County Office of Education Charter Schools Office (CSO) by the date shown, unless another date is specified in pre-opening conditions for new schools (Schedule C). Submissions are to be made as instructed by the CSO, including but not limited to electronic submissions. Annual updates are required by the dates noted on the schedule. If there is no change requiring an updated submission, a confirmation of no change is still required. Some information and documents (checked in far right column) must be updated within ten (10) business days of the date any changes are approved by the school/organization.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>DUE DATE</th>
<th>ANNUAL UPDATE (IF CHANGED; NOTIFY CSO IF UNCHANGED)</th>
<th>UPDATE WITHIN 10 BUSINESS DAYS OF ANY CHANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BASIC CHARTER SCHOOL INFORMATION</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| School Contact Information | ▪ Name, phone, email and fax for:  
  o School leader  
  o Office/operations manager  
  o Personnel/HR lead  
  o Financial reporting lead  
  o Attendance lead  
  o Facilities lead  
  o Special education lead  
  ▪ Emergency phone number for school leader.  
  ▪ Physical and mail address of school.  
  ▪ Office hours. | Effective date of Charter | August 1st | ✓ |
<p>| Organizational Chart | Structure of organization from governing board to classroom teacher, including Charter Management Organization, if applicable. | Effective date of Charter | August 1st | |
| <strong>GOVERNANCE</strong> | | | | |
| Board Roster | Names and email addresses of all board members, with end date for current term of service, officers and committee assignments identified. | Effective date of Charter | August 1st | ✓ |
| Board Biographies | Brief summaries of the background and experience of board members | Effective date of Charter | August 1st | ✓ |
| Board Clearance | Certification of clearance of governing board members (criminal background check DOJ and FBI; child abuse registry check) | Effective date of Charter | | ✓ |
| Board Election Process | Consistent with charter and bylaws, brief description of method for nominating and electing board members | Effective date of Charter | August 1st | ✓ |
| Board Training | Verification of annual Brown Act and Fair | Effective date | August 1st | |</p>
<table>
<thead>
<tr>
<th>ITEM</th>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Political Practices Act training for board and leadership</td>
<td>of Charter</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Board Meeting Schedule</td>
<td>Dates, times and locations for all regular meetings of the board for the fiscal year; include all standing committees; identify annual organizational meeting at which board members and officers are elected</td>
<td>Effective date of Charter</td>
<td>August 1st</td>
<td>✓</td>
</tr>
<tr>
<td>Meeting Agendas</td>
<td>Board and standing committee meeting agendas</td>
<td>At time of required posting (Brown Act)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Meeting Minutes</td>
<td>Approved minutes of board and standing committee meetings</td>
<td>Within 2 business days of approval</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Articles Of Incorporation</td>
<td>As submitted to the state</td>
<td>Effective date of Charter</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Bylaws</td>
<td>Latest version approved by the governing board</td>
<td>Effective date of Charter</td>
<td>August 1st</td>
<td>✓</td>
</tr>
<tr>
<td>501(C)(3) Tax-Exempt Status</td>
<td>Letter from IRS confirming approval of tax exempt status</td>
<td>Effective date of Charter</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>BOARDS POLICIES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conflict of Interest Policy</td>
<td>Conflict policy compliant with Charter and Fair Political Practices Act</td>
<td>Effective date of Charter</td>
<td>August 1st</td>
<td>✓</td>
</tr>
<tr>
<td>Public Records Act Policy</td>
<td>Procedures to implement the California Public Records Act</td>
<td>Effective date of Charter</td>
<td>August 1st</td>
<td></td>
</tr>
<tr>
<td>Special Education Policy</td>
<td>Including procedures compliant with IDEA and requirements of SELPA; consistent with Charter</td>
<td>Effective date of Charter</td>
<td>August 1st</td>
<td></td>
</tr>
<tr>
<td>Rehabilitation Act §504 Policy</td>
<td>Procedures to ensure compliance with legal requirements; consistent with Charter</td>
<td>Effective date of Charter</td>
<td>August 1st</td>
<td></td>
</tr>
<tr>
<td>English Learner Policy</td>
<td>Procedures to ensure compliance with legal requirements, including identification, placement and reclassification; consistent with Charter</td>
<td>Effective date of Charter</td>
<td>August 1st</td>
<td></td>
</tr>
<tr>
<td>Complaint and/or Internal Dispute Resolution Policy</td>
<td>Including procedures and forms; must include Uniform Complaint Procedure; may include other forms and systems established by school</td>
<td>Effective date of Charter</td>
<td>August 1st</td>
<td>✓</td>
</tr>
<tr>
<td>Fiscal Management/Control Policy</td>
<td>Internal fiscal control policies and procedures meeting GAAP, including procedures for receipt and disbursement of funds, reconciliation of accounts, contracting, budget preparation, and protection of assets</td>
<td>Effective date of Charter</td>
<td>August 1st</td>
<td></td>
</tr>
<tr>
<td>Health and Safety Policy/ies</td>
<td>Covering student health and wellness practices (including immunizations, medications, screenings, student wellness, and food service) and safety procedures for each campus, including</td>
<td>Effective date of Charter</td>
<td>August 1st</td>
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<tr>
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<tr>
<td>campus supervision, field trip supervision and screening of volunteers</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Student Grading/Promotion</td>
<td>Policies and procedures regarding student grading, placement of students by grade, promotion from one grade to the next, and retention in current grade; including samples of parent notifications</td>
<td>Effective date of Charter</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td></td>
</tr>
<tr>
<td>Student Free Speech Policy</td>
<td>Standards and procedures regarding student free expression, consistent with applicable state and federal law</td>
<td>Effective date of Charter</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td></td>
</tr>
<tr>
<td>Student Discipline Policy</td>
<td>Policies and procedures for student discipline, including behavior expectations, suspension/expulsion standards, and due process; including procedures for students with disabilities</td>
<td>Effective date of Charter</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>✓</td>
</tr>
<tr>
<td>ADMINISTRATION</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Proof of Insurance</td>
<td>Certificate of insurance in the amounts required by the MOU; [authorizing agency] as additional insured</td>
<td>Effective date of Charter</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>✓</td>
</tr>
<tr>
<td>Risk Management Plan</td>
<td>Policies and practices to prevent and address reasonably foreseeable risks and incidents occurrences, plus certification that such policies and practices have been instituted</td>
<td>Effective date of Charter</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td></td>
</tr>
<tr>
<td>Disclosure of Claims / Litigation</td>
<td>Required disclosure of any pending or actual litigation and/or claim from any party or notice of potential infraction, criminal or civil action</td>
<td>Immediately</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee Handbook</td>
<td>Personnel policy/ies and/or documentation provided to all employees regarding terms of employment; including mandated child abuse reporting, non-discrimination, sexual harassment, and complaint procedures</td>
<td>Effective date of Charter</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td></td>
</tr>
<tr>
<td>Teacher Credentials and Highly Qualified Teacher Requirements</td>
<td>Spreadsheet containing information specified by [authorizing agency] on all instructional personnel, including but not limited to: name, teaching assignment, credential type and number</td>
<td>1 month before the first day of school</td>
<td>August 1&lt;sup&gt;5&lt;/sup&gt;th</td>
<td>✓</td>
</tr>
<tr>
<td>Certification of Screening</td>
<td>Certification that all (new) employees have been subject to criminal background check (FBI and DOJ) and tuberculosis screening</td>
<td>1 month before the first day of school</td>
<td>August 1&lt;sup&gt;5&lt;/sup&gt;th</td>
<td>✓</td>
</tr>
<tr>
<td>STRS/PERS Reporting</td>
<td>Contract for STRS and/or PERS reporting if applicable.</td>
<td>Effective date of Charter</td>
<td>July 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td></td>
</tr>
<tr>
<td>STUDENT ADMISSION AND ENROLLMENT</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Admission, Enrollment and Exit Procedures</td>
<td>Description of process for admission and enrollment of students, consistent with Charter, and including dates for receiving</td>
<td>Effective date of Charter</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>✓</td>
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<tr>
<td>applications and conducting lottery; also addressing process for exit (voluntary withdrawal) and notification of district of residence</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Application Form</td>
<td>Current printed, downloadable or on-line form to apply for admission to the school</td>
<td>Effective date of Charter</td>
<td>October 1st for enrollment for following academic year</td>
<td></td>
</tr>
<tr>
<td>Required Enrollment Documents</td>
<td>List of information and documents required to complete enrollment of admitted students</td>
<td>Effective date of Charter</td>
<td>January 1st for enrollment for following academic year</td>
<td></td>
</tr>
<tr>
<td>Notices to Parents/Guardians</td>
<td>Copies of all mandated notices to parents and guardians, including those required under ESSA and other applicable law (examples: Title I, English learners, special education, etc.)</td>
<td>1 month before the first day of school</td>
<td>August 15th</td>
<td></td>
</tr>
<tr>
<td>Student/Family Handbook</td>
<td>Material provided to students and families regarding school policies, procedures and expectations; including attendance, discipline, parent volunteers, electronics, dress codes, etc.</td>
<td>1 month before the first day of school</td>
<td>August 15th</td>
<td></td>
</tr>
<tr>
<td>Student Roster</td>
<td>List (specified Excel format) of students admitted, enrolled and on wait list, including student name, CSIS number, DOB, grade enrolled, parent/guardian name/s, home address, phone, district of residence, prior school attended, enrollment status (i.e., admitted but documentation not complete, enrollment completed, wait list)</td>
<td>September 30th</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**FACILITIES**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
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<th>ANNUAL UPDATE (IF CHANGED; NOTIFY CSO IF UNCHANGED)</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Facilities Lease Agreement(s)</td>
<td>Lease, rental agreement, facilities use agreement or similar documentation of right to use school facilities</td>
<td>When signed, no later than 2 months before the first day of school</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Building Permits</td>
<td>Evidence of ability to occupy the facility for educational purposes and proposed uses, such as Certification of Occupancy, building permits, health department permit, evidence of appropriate zoning, fire marshal inspection, etc.</td>
<td>When completed, no later than 1 month before the first day of school</td>
<td>August 1st</td>
<td></td>
</tr>
<tr>
<td>Updated Facility Inspection (if charter school renovates or adds classrooms at existing site; new site requires)</td>
<td>School site passes, to satisfaction of ACOE staff, updated facility inspection based on published standards</td>
<td>1 week prior to opening</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ITEM</td>
<td>DESCRIPTION</td>
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</tr>
<tr>
<td><strong>material revision of charter</strong></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>EDUCATIONAL PROGRAM</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Academic Calendar</td>
<td>Calendar of academic year showing holidays, recess periods, staff development days, etc.</td>
<td>Effective date of Charter</td>
<td>1 month before start of school</td>
<td>√</td>
</tr>
<tr>
<td>Daily Bell Schedule for Site-Based Programs</td>
<td>Current schedule of class periods on daily and weekly basis, with arrival and dismissal times for regular and early release days</td>
<td>Effective date of Charter</td>
<td>2 weeks before start of school</td>
<td></td>
</tr>
<tr>
<td>State Assessments</td>
<td>Results from statewide assessments</td>
<td>Upon receipt by the charter school</td>
<td>Annually upon receipt</td>
<td></td>
</tr>
<tr>
<td>SARC</td>
<td>State-mandated School Accountability Report Card</td>
<td></td>
<td>February 1st</td>
<td></td>
</tr>
<tr>
<td>LCAP</td>
<td>Local Control and Accountability Plan, including annual updates, using state template</td>
<td>1 week before July 1st deadline</td>
<td>1 week before July 1st deadline</td>
<td></td>
</tr>
<tr>
<td>Curriculum</td>
<td>Scope and sequence for all subjects taught in grades served; to be provided as grades are added</td>
<td>August 1st</td>
<td>August 1st (until all grades completed)</td>
<td></td>
</tr>
<tr>
<td>A-G Approved Courses: High Schools Only</td>
<td>Verification of UC/CSU approval of A-G courses</td>
<td>August 1st</td>
<td>August 1st</td>
<td></td>
</tr>
<tr>
<td>Accreditation: High Schools Only</td>
<td>Documentation of current status of WASC accreditation</td>
<td>Effective date of Charter</td>
<td>August 1st</td>
<td>√</td>
</tr>
<tr>
<td>SELPA Verification</td>
<td>Verification of membership in a Special Education Local Planning Area (SELPA)</td>
<td>Effective date of Charter</td>
<td>August 1st</td>
<td></td>
</tr>
<tr>
<td>Independent Study Program Verification <em>(if applicable)</em></td>
<td>Documentation verifying compliance with independent study requirements as required by MOU</td>
<td>Effective date of Charter</td>
<td>August 1st</td>
<td></td>
</tr>
<tr>
<td><strong>ATTENDANCE REPORTING</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20-Day Attendance</td>
<td>Attendance report for new grade or expansion from first 20 days of instruction</td>
<td></td>
<td>1 week before CDE deadline (October)</td>
<td></td>
</tr>
<tr>
<td>First Principal Apportionment (P-1)</td>
<td>Attendance report for first attendance accounting period, in CDE format</td>
<td></td>
<td>1 week before CDE deadline (January)</td>
<td></td>
</tr>
<tr>
<td>Second Principal Apportionment (P-2)</td>
<td>Attendance report for second attendance accounting period, in CDE format</td>
<td></td>
<td>1 week before CDE deadline (May)</td>
<td></td>
</tr>
<tr>
<td>Annual Apportionment (P-Annual)</td>
<td>Attendance report for annual attendance accounting period, in CDE format</td>
<td></td>
<td>1 week before CDE deadline (July)</td>
<td></td>
</tr>
<tr>
<td>Monthly Enrollment/Attendance</td>
<td>Electronic documentation of monthly summary reports of enrollment and attendance</td>
<td>15th of first month in which instruction occurs</td>
<td>15th of each month</td>
<td></td>
</tr>
<tr>
<td>Attendance</td>
<td>Description of or instructions for</td>
<td>Effective date</td>
<td>August 1st</td>
<td></td>
</tr>
<tr>
<td>ITEM</td>
<td>DESCRIPTION</td>
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</tr>
<tr>
<td>Accounting Procedures</td>
<td>attendance accounting</td>
<td>of Charter</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>FINANCIAL REPORTING</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adopted Budget</td>
<td>Budget for new fiscal year; completed using ACOE template, with additional information as requested (i.e., special education)</td>
<td>1 week before July 1st deadline</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unaudited Actuals Report for Prior Fiscal Year</td>
<td>Report on prior year revenues and expenditures; completed using CDE template</td>
<td>1 week before September 15th CDE deadline</td>
<td></td>
<td></td>
</tr>
<tr>
<td>First Interim Report</td>
<td>Report on first period revenues and expenditures; completed using ACOE template, with additional information as requested (i.e., special education)</td>
<td>1 week before December 15th CDE deadline</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Second Interim Report</td>
<td>Report on second period revenues and expenditures; completed using ACOE template, with additional information as requested (i.e., special education)</td>
<td>1 week before March 15th CDE</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| All financial reports will include back-up information, as specified in the ACOE templates, and including, but not limited to: | • Electronic copy of Alternative Report & Attachments  
  • MYP Worksheet (for current and 2 subsequent years)  
  • Assumptions/Narratives Worksheet (current and 2 subsequent years)  
  • Statement of Cash Flow  
  • Supplemental Financial Reports (Monthly Statement of Activities and Balance Sheet)  
  • LCAP Expenditures  
  • Special Education Staffing and Revenue and Expenditure Report | | | |
| Independent Auditor Selection | Notification of independent auditor selected for annual audit                | April 1st                          |                                                   |                                             |
| Annual Audit                 | Annual independent financial audit                                          | December 15th for prior fiscal year |                                                   |                                             |
| Oversight Fees               | Payment of invoice for oversight fees                                       | Quarterly                          | Within 30 days of invoice                        |                                             |
| **CLOSURE PROCEDURES**       |                                                                               |                                    |                                                   |                                             |
| Procedures to Be Used in Event of School Closure | Plan for school closure, consistent with charter provisions | Effective date of Charter          | August 1st                                       |                                             |
| Identification of Point of Contact for Closure Activities | Name, phone, email, fax and postal address for primary contact in event of school closure | Effective date of Charter          | August 1st                                       |                                             |
| **REPORTS TO OTHER AGENCIES** |                                                                               |                                    |                                                   |                                             |
| Reports to Other State Agencies | Copies of all reports or documents that the Charter School is required to submit to any public agency in California, including Annual Charter School Information Survey, PENSEC, claims for facilities reimbursement to CSFA, etc. | When submitted to the state or other public agency |                                                   |                                             |
SCHEDULE B
Electronic Posting of Charter School Documents

All information and documents listed below are to be posted on the Charter School’s website from the initial date specified in pre-opening conditions (Schedule C) throughout the term of the initial charter and all subsequent renewals. As noted in the table, some information and documents must be updated within ten (10) business days of the date changes are approved. All information and documents must be up-to-date as of September 30th of each year.

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>TITLE</th>
<th>DESCRIPTION</th>
<th>UPDATE TO BE POSTED WITHIN 10 BUSINESS DAYS OF CHANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Charter School Information</td>
<td>School contact information</td>
<td>Name, phone, email and fax for school leader and office manager. Physical and mail address of school. Office hours.</td>
<td>√</td>
</tr>
<tr>
<td></td>
<td>Organization chart</td>
<td>Structure of organization from governing board to classroom teacher, including Charter Management Organization, if applicable.</td>
<td></td>
</tr>
<tr>
<td>Governance</td>
<td>Board roster</td>
<td>Names and email addresses of all board members, with terms of service, officers and committee assignments identified.</td>
<td>√</td>
</tr>
<tr>
<td></td>
<td>Board biographies</td>
<td>Brief summaries of the background and experience of board members</td>
<td>√</td>
</tr>
<tr>
<td></td>
<td>Board election process</td>
<td>Consistent with charter and bylaws, brief description of method for nominating and electing board members</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Board meeting schedule</td>
<td>Dates, times and locations for all regular meetings of the board for the fiscal year; include all standing committees; identify annual organizational meeting at which board members and officers are elected</td>
<td>√</td>
</tr>
<tr>
<td></td>
<td>Meeting agendas</td>
<td>Board and standing committee meeting agendas, at time of required posting (Brown Act)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Meeting minutes</td>
<td>Approved minutes of board and standing committee meetings</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Charter</td>
<td>Copy of approved charter (without appendices)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Articles of Incorporation</td>
<td>As submitted to the state</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bylaws</td>
<td>Latest version approved by the governing board</td>
<td>√</td>
</tr>
<tr>
<td>CATEGORY</td>
<td>TITLE</td>
<td>DESCRIPTION</td>
<td>UPDATE TO BE POSTED WITHIN 10 BUSINESS DAYS OF CHANGE</td>
</tr>
<tr>
<td>---------------------------------</td>
<td>--------------------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>-------------------------------------------------------</td>
</tr>
<tr>
<td>501(c)(3) tax-exempt status</td>
<td>Letter from IRS confirming approval of tax exempt status</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Board Approved Policies</td>
<td>Conflict of Interest Policy</td>
<td>Conflict policy compliant with Charter and California Political Reform Act</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Special Education Policy</td>
<td>Including procedures compliant with IDEA and requirements of SELPA; consistent with Charter</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Rehabilitation Act §504 Policy</td>
<td>Procedures to ensure compliance with legal requirements; consistent with Charter</td>
<td></td>
</tr>
<tr>
<td></td>
<td>English Learner Policy</td>
<td>Procedures to ensure compliance with legal requirements, including identification, placement and reclassification; consistent with Charter</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Complaint and/or Dispute Resolution Policy</td>
<td>Including procedures and forms; must include Uniform Complaint Procedure; may include other forms and systems established by school</td>
<td>✓</td>
</tr>
<tr>
<td>Administration</td>
<td>Staff Roster</td>
<td>List of current teachers, aides, coaches and other student services personnel with current assignments</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Health and Safety Plan</td>
<td>School site plans addressing campus safety, disaster preparedness, student health and wellness; including information on immunizations, health screenings and school meal program</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Student, Parent, and/or Family Handbook</td>
<td>Materials provided to student and families regarding school operations; must include information on suspension/expulsion policy</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Notices to Parents/Guardians</td>
<td>Copies of all mandated notices to parents and guardians, including those required under NCLB and other applicable law (examples: Title I, Title III, special education, etc.)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>School Closure Procedure</td>
<td>Plan for school closure, consistent with charter provisions</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Memoranduum of Understanding</td>
<td>Copy of current signed MOU with ACOE and ACBE</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Audit</td>
<td>Most recent independent audit</td>
<td></td>
</tr>
<tr>
<td>Student Admission and Enrollment</td>
<td>Admission and Enrollment Procedures</td>
<td>Description of process for admission and enrollment of students, consistent with Charter, and including dates for receiving applications and conducting lottery</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Application Form</td>
<td>Current downloadable or on-line form to apply for admission to the school</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Required Enrollment Documents</td>
<td>List of information and documents required to complete enrollment of admitted students</td>
<td>✓</td>
</tr>
<tr>
<td>CATEGORY</td>
<td>TITLE</td>
<td>DESCRIPTION</td>
<td>UPDATE TO BE POSTED WITHIN 10 BUSINESS DAYS OF CHANGE</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>-------------------------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>-------------------------------------------------------</td>
</tr>
<tr>
<td>Educational Program</td>
<td>School Accountability Report Card</td>
<td>Most recent SARC</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Local Control and Accountability Plan</td>
<td>Most recent LCAP or annual update</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Academic Calendar</td>
<td>Current calendar of holidays and school days for the fiscal year</td>
<td>√</td>
</tr>
<tr>
<td></td>
<td>Daily/Weekly Class Schedule</td>
<td>Current schedule of class periods on daily and weekly basis, with arrival and dismissal times for regular and early release days</td>
<td>√</td>
</tr>
<tr>
<td></td>
<td>Accreditation: High Schools Only</td>
<td>Documentation of current status of WASC accreditation</td>
<td></td>
</tr>
<tr>
<td></td>
<td>A-G Approved Courses: High Schools Only</td>
<td>List, with short descriptions, of current courses approved as A-G for UC/CSU eligibility</td>
<td></td>
</tr>
</tbody>
</table>
SCHEDULE C
Charter School Pre-Opening Requirements

Provision of all documents listed in Schedule C, to the satisfaction of ACOE, is a condition of opening the Charter School. In the event that the County Board determines that the Non-Profit has failed to comply with these conditions, the County Board may, at its sole discretion, delay the opening of the Charter School by up to one year and specify additional or altered conditions for such delayed opening.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>DUE DATES</th>
<th>MUST BE POSTED ON WEBSITE</th>
<th>MUST BE UPLOADED TO EPICENTER</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ACADEMIC PROGRAM</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Academic Calendar</td>
<td>Calendar of academic year showing holidays, recess periods, staff development days, etc.</td>
<td>July 1st</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>A-G Approved Courses</td>
<td>Verification of UC/CSU approval of A-G courses <em>(High Schools Only)</em></td>
<td>* August 1st</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Curriculum</td>
<td>Scope and sequence for all subjects in grades to be served in first year</td>
<td>* 1 week prior to opening</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daily Bell Schedule for Site-based Programs</td>
<td>Current schedule of class periods on daily and weekly basis, with arrival and dismissal times for regular and early release days</td>
<td>July 1st</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Independent Study Program Verification</td>
<td>Documentation verifying compliance with independent study requirements as required by MOU <em>(if applicable).</em></td>
<td>August 1st</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Instructional Materials</td>
<td>List of instructional materials and textbooks to be used in the first year of operation</td>
<td>* 1 week prior to opening</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LCAP Final</td>
<td>Local Control and Accountability Plan, using state template (to be submitted with budget)</td>
<td>Last week of June</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>SELPA Documentation</td>
<td>Verification of membership in a Special Education Local Planning Area (SELPA)</td>
<td>July 1st</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Special Education Services</td>
<td>Signed contract with special education and/or 504 service providers; or identification of individual/s responsible for providing service</td>
<td>* August 1st</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>ADMINISTRATION</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Health Department</td>
<td>Health department approval for service of food at school facility</td>
<td>* August 1st</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Identification of Point of Contact for Closure Activities</td>
<td>Name, phone, email, fax and postal address for primary contact in event of school closure</td>
<td>July 1st</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Procedures to be Used in Event of School Closure</td>
<td>Plan for school closure, consistent with charter provisions</td>
<td>July 1st</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Proof of Insurance</td>
<td>Certificate of insurance in the amounts required by the MOU; ACOE as additional insured</td>
<td>August 1st</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Risk Management Plan</td>
<td>Policies and practices to prevent and address reasonably foreseeable risks and incidents occurrences, plus certification that such policies and practices have been instituted</td>
<td>* August 1st</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ITEM</td>
<td>DESCRIPTION</td>
<td>DUE DATES</td>
<td>MUST BE POSTED ON WEBSITE</td>
<td>MUST BE UPLOADED TO EPICENTER</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>-----------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>Staff Roster</td>
<td>List of current teachers, aides, coaches and other student services personnel with current assignments</td>
<td>July 1st</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Student Information System</td>
<td>Contract or other verification of student information/attendance tracking system</td>
<td>* July 1st</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Student Nutrition</td>
<td>Contract or other verification of plan for providing free or reduced price nutritionally adequate meals</td>
<td>* August 1st</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**ADOPTED POLICIES (All policies to be clearly marked with date of most recent board adoption)**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>DUE DATES</th>
<th>MUST BE POSTED ON WEBSITE</th>
<th>MUST BE UPLOADED TO EPICENTER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Admission/ Enrollment Policy</td>
<td>Procedures for admission and enrollment of students in the school, including assurances of non-discrimination</td>
<td>August 1st</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Complaint and/or Internal Dispute Resolution Policy</td>
<td>Including procedures and forms; must include Uniform Complaint Procedure; may include other forms and systems established by school</td>
<td>August 1st</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Conflict of Interest Policy</td>
<td>Conflict policy compliant with Charter and Fair Political Practices Act</td>
<td>August 1st</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>English Learner Policy</td>
<td>Procedures to ensure compliance with legal requirements, including identification, placement and reclassification; consistent with Charter</td>
<td>August 1st</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Fiscal Management/ Control Policy</td>
<td>Internal fiscal control policies and procedures meeting GAAP, including procedures for receipt and disbursement of funds, reconciliation of accounts, contracting, budget preparation, and protection of assets</td>
<td>August 1st</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Health and Safety Policy/ies</td>
<td>Covering student health and wellness practices (including immunizations, medications, screenings, student wellness, and food service) and safety procedures for each campus, including campus supervision, field trip supervision and screening of volunteers</td>
<td>August 1st</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Public Records Act Policy</td>
<td>Procedures implementation of California Public Records Act</td>
<td>August 1st</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Rehabilitation Act §504 Policy</td>
<td>Procedures to ensure compliance with legal requirements; consistent with Charter</td>
<td>August 1st</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Special Education Policy</td>
<td>Including procedures compliant with IDEA and requirements of SELPA; consistent with Charter</td>
<td>August 1st</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Student Discipline Policy</td>
<td>Policies and procedures for student discipline, including behavior expectations, suspension/expulsion standards, and due process; including procedures for students with disabilities</td>
<td>August 1st</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Student Free Speech Policy</td>
<td>Standards and procedures regarding student free expression, consistent with applicable state and federal law</td>
<td>August 1st</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Student Grading/ Promotion</td>
<td>Policies and procedures regarding student grading, placement of students by grade, promotion from one grade to the next, and retention in current grade; including samples of</td>
<td>August 1st</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>ITEM</td>
<td>DESCRIPTION</td>
<td>DUE DATES</td>
<td>MUST BE POSTED ON WEBSITE</td>
<td>MUST BE UPLOADED TO EPICENTER</td>
</tr>
<tr>
<td>------</td>
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<td>--------------------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>parent notifications</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Student Records Policy</td>
<td>FERPA-compliant student records policy, including information on directories and parental access to records</td>
<td>August 1st</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>BASIC CHARTER SCHOOL INFORMATION</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>School Contact Information</td>
<td>School contact information: school leader name, school phone, school fax, school leader emergency phone, leader email, school address</td>
<td>August 30th</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>CDE code</td>
<td>Confirmation of receipt of CDS code</td>
<td>July 1st</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>School Leadership</td>
<td>Roster of school leadership that includes phone number and email address for:  - School leader  - Assistant leader (Vice Principal, Assistant Principal, etc.)  - On-site Coordinators and/or Coaches  - Designated Special Education Coordinator  - Designated English Learner Coordinator  - Designated Section 504 Coordinator  - Designated Homeless Coordinator  - Office Manager  - Operations Manager  - Primary Finance/Accounting contact  - Primary Human Resources contact  - Primary Attendance reporting contact</td>
<td>August 30th</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Organizational Chart</td>
<td>Structure of organization from governing board to classroom teacher, including Charter Management Organization, if applicable.</td>
<td>August 30th</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>FACILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building Permits</td>
<td>Evidence of compliance with local building code for educational uses, including building permits and zoning.</td>
<td>* 1 week prior to opening</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certificate of Occupancy</td>
<td>Valid current Certification of Occupancy for school use</td>
<td>* 1 week prior to opening</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Facilities Lease Agreement(s)</td>
<td>Lease, rental agreement, facilities use agreement or similar documentation of right to use school facilities</td>
<td>June 1st or when the lease is signed, whichever comes first</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Facility Inspection</td>
<td>Pre-opening Facility inspection w/be conducted by ACOE CSO staff based on CDE standards</td>
<td>* prior to opening</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire Marshal Inspection</td>
<td>Verification of passage of Fire Marshal inspection of the site</td>
<td>* 1 week prior to opening</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Safety plan</td>
<td>Safety and emergency response plan for specific site/s, covering earthquake, fire, natural disasters, bomb threat and criminal activity lock-down procedures; sample evacuation plans for classrooms; planned rotation of safety drills</td>
<td>* 2 weeks prior to opening</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FINANCE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounting Services</td>
<td>Signed contract with back-office or financial services provider; or identification of</td>
<td>July 1st</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>ITEM</td>
<td>DESCRIPTION</td>
<td>DUE DATES</td>
<td>MUST BE POSTED ON WEBSITE</td>
<td>MUST BE UPLOADED TO EPICENTER</td>
</tr>
<tr>
<td>------</td>
<td>-------------</td>
<td>-----------</td>
<td>---------------------------</td>
<td>-------------------------------</td>
</tr>
<tr>
<td>Approved Budget</td>
<td>Final budget for first fiscal year of operation; completed using ACOE template (i.e., MYP, Cash Flow, LCAP and special education)</td>
<td>Last week of June</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Attendance Accounting Procedures</td>
<td>Description of procedures used for attendance accounting</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Bank Information for Fund Transfers</td>
<td>Completed ACOE forms for transfer of funds from ACOE to charter school</td>
<td>* June 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Charter School Annual Info. Survey</td>
<td>CDE on-line form designating status of school as direct or in-direct funded</td>
<td>* CDE due date prior to opening (May)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Start-Up Grant</td>
<td>Public Charter School Grant Program application and subsequent correspondence re: status</td>
<td>* July 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**GOVERNANCE**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>DUE DATES</th>
<th>MUST BE POSTED ON WEBSITE</th>
<th>MUST BE UPLOADED TO EPICENTER</th>
</tr>
</thead>
<tbody>
<tr>
<td>501(c)(3) tax-exempt status</td>
<td>Letter from IRS confirming approval of tax exempt status (if did not submit in petition)</td>
<td>July 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Articles of Incorporation</td>
<td>As submitted to the state (if did not submit in petition)</td>
<td>July 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Board biographies</td>
<td>Brief summaries of the background and experience of board members</td>
<td>July 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Board election process</td>
<td>Consistent with charter and bylaws, brief description of method for nominating and electing board members</td>
<td>July 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Board meeting schedule</td>
<td>Dates, times and locations for all regular meetings of the board for the fiscal year; include all standing committees; identify annual organizational meeting at which board members and officers are elected</td>
<td>September 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Board roster</td>
<td>Names and email addresses of all board members, with end date for current term of service, officers and committee assignments identified.</td>
<td>September 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Board training</td>
<td>Verification of annual Brown Act and Fair Political Practices Act training for board and leadership</td>
<td>September 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Bylaws</td>
<td>Latest version approved by the governing board (if did not submit in petition)</td>
<td>July 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Final charter</td>
<td>Final copy of charter correctly referencing ACBE and ACOE (without appendices) (if did not submit in petition)</td>
<td>One week prior to ACBE approval of MOU</td>
<td></td>
<td>✓</td>
</tr>
</tbody>
</table>

**PERSONNEL**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>DUE DATES</th>
<th>MUST BE POSTED ON WEBSITE</th>
<th>MUST BE UPLOADED TO EPICENTER</th>
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</thead>
<tbody>
<tr>
<td>Certification of Criminal and TB Screening</td>
<td>Certification that all employees and volunteers at school site have been subject to criminal background check (FBI and DOJ) and tuberculosis screening</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>✓</td>
<td>(no docs. required only Epicenter certification)</td>
</tr>
<tr>
<td>Certification of Safety Training</td>
<td>Certification that all employees have been trained in health, safety and emergency procedures</td>
<td>First day of school</td>
<td>✓</td>
<td>(no docs. required only Epicenter certification)</td>
</tr>
<tr>
<td>Employee</td>
<td>Personnel policy/ies and/or documentation</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>ITEM</td>
<td>DESCRIPTION</td>
<td>DUE DATES</td>
<td>MUST BE POSTED ON WEBSITE</td>
<td>MUST BE UPLOADED TO EPICENTER</td>
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</tr>
<tr>
<td>Handbook</td>
<td>provided to all employees regarding terms of employment; including mandated child abuse reporting, non-discrimination, sexual harassment, and complaint procedures</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Evaluation</td>
<td>Performance evaluation procedures for all leadership positions and teachers (including resource teachers, prep teachers, instructional coaches, etc.)</td>
<td>* July 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Job Descriptions</td>
<td>Job descriptions for all school leadership positions (listed above) and teachers (including resource teachers, prep teachers, instructional coaches, etc.)</td>
<td>* July 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payroll</td>
<td>Contract or other verification of payroll services provider</td>
<td>July 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>STRS/PERS Reporting</td>
<td>Contract with ACOE for STRS and/or PERS reporting</td>
<td>* July 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Teacher Credentials</td>
<td>Complete ACOE CSO spreadsheet containing specified information on all instructional personnel</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>✓</td>
<td></td>
</tr>
</tbody>
</table>

**STUDENT ADMISSION AND ENROLLMENT**

| Admission, Enrollment and Exit Procedures | Description of process for admission and enrollment of students, consistent with Charter, and including dates for receiving applications and conducting lottery; also addressing process for exit (voluntary withdrawal) and notification of district of residence | July 1<sup>st</sup> | ✓                         |                             |
| Application Form             | Current downloadable or on-line form to apply for admission to the school    | July 1<sup>st</sup> | ✓                         |                             |
| Certification of Sufficient Enrollment | Certification that school has completed enrollment process for a number of students in each grade equal to at least 80% of the enrollment projected in its budget for the first year of operation | July 1<sup>st</sup> | ✓                         |                             |
| List of Enrolled Students    | List of enrolled students using ACOE Template                               | October 15<sup>th</sup> | ✓                         |                             |
| Notices to Parents/Guardians| Copies of all mandated notices to parents and guardians, including those required under NCLB and other applicable law (examples: Title I, Title III, special education, etc.) | August 1<sup>st</sup> | ✓                         |                             |
| PENSEC                      | Pupil Estimates for New or Significantly Expanding Charters (PENSEC) reporting estimated average daily attendance (ADA) and other pupil counts for charter schools that will be newly operational. | July | ✓                         |                             |
| Required Documents for Enrollment | List of information and documents required to complete enrollment of admitted students | July 1<sup>st</sup> | ✓                         |                             |
| Student/Family Handbook      | Material provided to students and families regarding school policies, procedures and expectations; including attendance, discipline, parent volunteers, electronics, dress codes, etc. | August 1<sup>st</sup> | ✓                         | ✓                           |

KEY: * = The charter should have these documents in place however; they do not have to be submitted to ACOE or posted on website.
SCHEDULE D
Charter-Specific Conditions

The conditions under which the Charter was granted were specified in the adopted motion of the Alameda County Board of Education approving the charter. Should the County Board determine that the Non-Profit has failed to comply with Item 1, the action granting the Charter shall be nullified and the Charter deemed not to have been granted. Failure to comply with conditions 2, 3 and 4 shall be considered grounds for revocation of the charter.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. MOU</td>
<td>Finalize a Memorandum of Understanding (MOU) among Hayward Collegiate Charter School, the County Board of Education and the County Superintendent.</td>
<td>November 2, 2018</td>
</tr>
</tbody>
</table>
| 2. Verification of Sufficient Enrollment | Hayward Collegiate will provide verification of sufficient enrollment to ACOE by July 1, 2019.  
In addition to the verification of sufficient enrollment by July 1, 2019 as required by Schedule C, Hayward Collegiate will provide to ACOE the following additional documentation of student enrollment. The intent to enroll/enrollment target for each reporting period is listed:  
January 15, 2019 – 90 intent to enroll forms  
March 5, 2019 – 120 intent to enroll forms  
June 1, 2019- 64 or more students enrolled | See description |
| 3. Qualified Teachers Hired | There currently exists a teacher shortage in California and the Bay Area. Assuming full enrollment, in July, 2019, Hayward Collegiate will need to employ four multi-subject credentialed teachers.  
Hayward Collegiate will provide teacher contract updates to ACOE in each of the following months:  
• April 15, 2019: Two teachers Under Contract  
• June 15, 2019: Three teachers Under Contract  
• July 15, 2019: Four teachers Under Contract | See description |
<p>| 4. Financial Viability | Hayward Collegiate will provide ACOE with two budget reports in advance of the 2019 opening. These reports will follow the standard budget format required of charter schools by ACOE and be based on reasonable funding and expenditure assumptions. The reports will include, but will not be limited to, updates on Hayward Collegiate’s facility | See description |</p>
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>status/costs and reserve levels.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Budget reports will be provided to ACOE in the following months:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• December 15, 2018</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• March 15, 2019</td>
<td></td>
</tr>
<tr>
<td>4. Outreach Plan</td>
<td>Hayward Collegiate will provide an expanded student outreach plan for review by ACBE. Submission of detailed student and staff recruitment plans, including outreach activities, timelines, responsible individuals, and resources, designed to achieve a racial/ethnic balance of students, staff and board, comparable to that found in the community in which the school is to be located.</td>
<td>January 15, 2019</td>
</tr>
</tbody>
</table>
The conditions under which the Charter was granted were specified in the adopted motion of the Alameda County Board of Education approving the charter. Should the County Board determine that the Non-Profit has failed to comply with Item 1, the action granting the Charter shall be nullified and the Charter deemed not to have been granted. Failure to comply with conditions 2, 3, 4 and 5 shall be considered grounds for revocation of the charter.

<table>
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</thead>
<tbody>
<tr>
<td>1. MOU</td>
<td>Finalize a Memorandum of Understanding (MOU) among Hayward Collegiate Charter School, the County Board of Education and the County Superintendent.</td>
<td>11/2/2018</td>
<td>Completed</td>
</tr>
<tr>
<td>2. Verification of Sufficient Enrollment</td>
<td>Hayward Collegiate will provide verification of sufficient enrollment to ACOE by July 1, 2019. In addition to the verification of sufficient enrollment by July 1, 2019 as required by Schedule C, Hayward Collegiate will provide to ACOE the following additional documentation of student enrollment. The intent to enroll/enrollment target for each reporting period is listed:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>January 15, 2019</td>
<td>Submitted on 1/15/19 81 Intent-to-Enroll forms</td>
</tr>
<tr>
<td></td>
<td></td>
<td>March 5, 2019</td>
<td>Submitted on 3/5/19 84 Intent-to-Enroll forms 4/30/19 submitted list of 149 Intent-to-Enroll Students</td>
</tr>
<tr>
<td></td>
<td></td>
<td>June 1, 2019</td>
<td>64 or more students enrolled</td>
</tr>
<tr>
<td>Section</td>
<td>Description</td>
<td>Date</td>
<td>Submission Date</td>
</tr>
<tr>
<td>---------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>3. Qualified Teachers Hired</td>
<td>There currently exists a teacher shortage in California and the Bay Area. Assuming full enrollment, in July, 2019, Hayward Collegiate will need to employ four multi-subject credentialed teachers. Hayward Collegiate will provide teacher contract updates to ACOE in each of the following months:</td>
<td>April 15, 2019&lt;br&gt;Two teachers under Contract&lt;br&gt;April 10, 2019&lt;br&gt;Three teachers under Contract&lt;br&gt;June 15, 2019&lt;br&gt;Three teachers under Contract&lt;br&gt;July 15, 2019&lt;br&gt;Four teachers under Contract</td>
<td>4/10/19&lt;br&gt;4/10/19&lt;br&gt;6/15/19&lt;br&gt;6/15/19&lt;br&gt;7/15/19&lt;br&gt;7/15/19</td>
</tr>
<tr>
<td>4. Financial Viability</td>
<td>Hayward Collegiate will provide ACOE with two budget reports in advance of the 2019 opening. These reports will follow the standard budget format required of charter schools by ACOE and be based on reasonable funding and expenditure assumptions. The reports will include, but will not be limited to, updates on Hayward Collegiate’s facility status/costs and reserve levels.</td>
<td>December 15, 2018&lt;br&gt;deadline changed to January 15, 2019&lt;br&gt;January 15, 2019&lt;br&gt;March 15, 2019&lt;br&gt;deadline changed to April 15, 2019</td>
<td>1/15/19&lt;br&gt;1/15/19&lt;br&gt;4/14/19&lt;br&gt;4/14/19</td>
</tr>
<tr>
<td>5. Outreach Plan</td>
<td>Hayward Collegiate will provide an expanded student outreach plan for review by ACBE. Submission of detailed student and staff recruitment plans, including outreach activities, timelines, responsible individuals, and resources, designed to achieve a racial/ethnic balance of students, staff and board, comparable to that found in the community in which the school is to be located.</td>
<td>January 15, 2019</td>
<td>1/15/19</td>
</tr>
</tbody>
</table>
On November 13, 2018 the Alameda County Board of Education approved the Oakland Unity charter renewal petition and adopted the written findings in the Charter School Staff Evaluation Report. Furthermore, on February 12, 2019 the Alameda County Board of Education approved the Memorandum of Understanding with specific conditions (Schedule D). Under these conditions the charter is to provide an expanded student outreach plan.

Should the charter fail to comply with the conditions as outlined in the MOU, it shall be considered grounds for revocation of the charter. In addition, in the event that the County Board determines that the charter has failed to comply with and/or meet any of these conditions, the County Board may, at its sole discretion, delay the opening of the charter school by up to one year and specify additional or altered conditions for a delayed opening.

Action Requested:

INFORMATION/ ACTION

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Backup Material</td>
<td>Oakland Unity MOU</td>
</tr>
<tr>
<td>☐ Backup Material</td>
<td>Schedule D Update</td>
</tr>
</tbody>
</table>
Charter School Memorandum of Understanding

Between Alameda County Board of Education,
County Superintendent of Schools/Office of Education,

And

Oakland Unity Middle School

February 12, 2019
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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into this February 12, 2019 by, between and among the Alameda County Board of Education (hereinafter "County Board") Alameda County Superintendent of Schools/Office of Education (hereinafter "ACOE"), and Oakland Unity Middle School, (hereinafter referred to as "Non-Profit"). Hereinafter, the County Board, the ACOE, and Non-Profit shall be collectively referred to as "the Parties."

1. Purpose of Memorandum of Understanding

1.1. The State of California enacted the Charter Schools Act of 1992 (hereinafter "The Act") authorizing the formation of charter schools with the intent that the schools improve student learning through a variety of means, including increased learning opportunities, innovative teaching methods, performance-based accountability, and expanded choice for parents within the public school system. The Act authorizes the County Board to grant charter petitions under specified circumstances.

1.2. The County Board has approved a charter appeal petition (hereinafter “the Charter”) for the Non-Profit for the operation of Oakland Unity Middle School (hereinafter “the Charter School”). Unless otherwise stated, for the purposes of this MOU, the terms Charter School and Non-Profit may be used interchangeably, with the duties and responsibilities of the Charter School and Non-Profit being the same under this Agreement.

1.3. Non-Profit is a California non-profit public benefit corporation which manages and operates the Charter School. Non-Profit is responsible for the Charter School’s compliance with the terms of the Charter and with this MOU.

1.4. All Parties agree that no single party to this Agreement waives any of the rights, responsibilities and privileges established by the Charter Schools Act of 1992 that may change from time to time during the term of this MOU.

1.5. To the extent permitted by applicable law, the County Board has, by agreement with the County Superintendent, delegated its obligations to oversee the Charter School, whether arising at law, by the terms of Non-Profit’s Charter, by this MOU, or from any other source, to the ACOE; and in connection with the said delegation, the ACOE shall report periodically to the County Board.

1.6. The fundamental interest of the ACOE is, on a continuing basis, to be reasonably assured that Non-Profit is: 1) implementing the provisions of the Charter as approved; 2) obeying all requirements of federal, state, and local law that apply to the Charter School; 3) operating prudently and soundly in all respects; and 4) providing a sound education for the Charter School’s students.

1.7. The Parties recognize that there are many matters related to the operation of the Charter School and the effective oversight of Non-Profit, which go beyond the provisions included in Non-Profit’s Charter or need further clarification. ACOE also acknowledges that the operation of the Charter School is to be solely carried out by Non-Profit. This MOU is intended to address those matters that have not been covered in the Charter and to provide guidance on the oversight policies and procedures of ACOE. Further, this MOU is intended to outline the Parties’ agreements governing their respective fiscal and
administrative responsibilities and their legal relationships.

1.8. The Parties recognize and agree that Non-Profit shall not charge tuition, shall be nonsectarian, and shall be open to all students regardless of religion, ethnicity, national origin, gender, gender identity, gender expression, sexual orientation (whether perceived or actual), or disability and those provisions of non-discrimination shall apply as well to employment.

2. Term of the Memorandum of Understanding

2.1. This Memorandum of Understanding (MOU), provided it is fully executed by all parties, shall cover the term of the Charter five (5) fiscal years commencing on July 1, 2019 and ending on June 30, 2024 ("Term"). This MOU will automatically expire upon the expiration or revocation of the Charter.

2.2. The MOU is subject to early termination only as set forth in this MOU or as otherwise permitted by law. Renewal of the Charter and this MOU shall be based, in part, on compliance with the terms set forth in this Agreement, ACOE policy, and applicable law.

2.3. This MOU between and among the County Board, ACOE, and Non-Profit shall include Schedules A, B, C and D.

2.4. Any modification of this MOU must be made in accordance with Section 31: Amendment and Waiver.

3. Operation of Charter School

3.1. Charter School is a public charter school that shall be operated pursuant to the Charter, plus any specific conditions approved. The Charter was granted by the County Board on November 13, 2018.

3.2. Charter School is authorized to operate with grades 6-8. Charter School will serve an enrollment of approximately 255 students through the Term, as projected in the Charter.

3.3. The Parties acknowledge that the provisions of the Charter and this MOU are not intended to conflict. However, in the event of a conflict between the law and terms of this MOU, the law shall prevail, and any such conflicting terms shall be severed from this Agreement and nullified. To the extent that this MOU is inconsistent with any of the terms of the Charter, the terms of this MOU shall supersede the terms of the Charter, unless otherwise agreed in writing by the Parties. The Parties further agree to jointly make any modification to this MOU or the Charter needed to effectuate changes in state or federal laws following the execution of this MOU.

4. Governance and Management

4.1. The Charter School will operate consistent with Cal. Ed. Code §47604(a). Non-Profit acknowledges, as is stated in its Charter, that it is a separate legal entity and neither the County Board nor the ACOE are liable for the debts and obligations of Non-Profit or the Charter School as per Cal. Ed. Code §47604(c).
4.2. The Parties further recognize that consistent with the Charter, Non-Profit has obtained and maintains status as a non-profit, public benefit corporation as provided in Cal. Ed. Code §47604.

4.3. The County Board reserves the right to appoint a representative to the Non-Profit Board of Directors in accordance with Cal. Ed. Code §47604 (b).

4.4. Non-Profit agrees to comply at all times with laws which generally apply to public agencies and to comply with applicable federal or state laws (which may be amended from time to time), including but not limited to the following:

- The California Public Records Act (Cal. Gov. Code, §§ 6250 et seq.);
- State conflict of interest laws applicable to charter schools operated by nonprofit corporations, including but not limited to the Political Reform Act/Fair Political Practices Act (Gov. Code, §§87100 et seq.);
- The Child Abuse and Neglect Reporting Act (Cal. Penal Code, §§ 11164 et seq.);
- The Individuals with Disabilities Education Act (“IDEA”) (20 U.S.C. §§1400 et seq.);
- The Americans with Disabilities Acts (42 U.S.C. §§ 12101 et seq.);
- The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;
- The California Fair Employment and Housing Act (“FEHA”) (Cal. Gov. Code, §§12900 et seq.);
- The Age Discrimination in Employment Act (“ADEA”) (29 U.S.C. §§ 621 etseq.);
- Education Code Sections 220 (prohibiting discrimination) et seq.;
- The Uniform Complaint Procedure (5 Cal. Code Regs., tit. 5, §§ 4600 et seq.);
- The Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. §§ 1232g et seq.);
- Local Control Funding Formula (California Assembly Bill 97, as codified); and
- All applicable state and federal laws and regulations concerning the improvement of student achievement.

4.5 Non-Profit agrees that all of its records that relate in any way to the operation of the Charter School, including those submitted to ACOE, shall be treated as public records subject to the requirements of the Public Records Act, as well as Cal. Ed. Code §47604.3.

5. Required Documentation

5.1. Non-Profit shall provide ACOE with the documents listed and described in Schedule A, attached and incorporated herein by reference, by the dates specified therein.

5.2. Non-Profit shall provide up-to-date versions of all Schedule A documents by August 1st of each year of the Term, or as otherwise specified in Schedule A.

5.3. In the event of a change in the documents specified here and in Schedule A, an updated version shall be submitted within ten (10) business days of the date the change is approved by the Non-Profit Board of Directors:

- Articles of Incorporation
- Bylaws
- Conflict of Interest Policy
- Roster of Non-Profit Board of Directors
- Schedule of Board of Directors meetings
• Name and contact information for Charter School leader (principal, director, or head of school, etc.)
• Name and contact information for Charter School primary financial contact (CFO, COO, accountant, or back-office financial services provider, etc.)

5.4. Non-Profit shall promptly respond to all reasonable inquiries by the ACOE, County Board, the Superintendent of Public Instruction, their respective designees and any other agency they authorize, including but not limited to financial inquiries to the Charter School, and shall consult with the County Superintendent or his/her designee regarding any inquiries as per Cal. Ed. Code §47604.3.

6. Public Information: Website Posting

6.1. Non-Profit shall post on the Charter School's website the documents listed and described in Schedule B, attached and incorporated herein by reference, by the dates specified therein.

6.2. Non-Profit will promptly update the postings whenever the information changes, in no event later than ten (10) business days after the change.

7. Governing Board Activities

7.1. The Board of Directors of Non-Profit shall conduct public meetings at such intervals as are necessary to ensure that the board is providing sufficient direction to Non-Profit and the Charter School through implementation of effective policies and procedures. Board meetings of Non-Profit will be conducted in keeping with the requirements of the Ralph M. Brown Act (Cal. Gov. Code §§54950, et seq.)(the “Brown Act”).

7.2. Non-Profit ensure that all members of the Board of Directors of Non-Profit, the Charter School leader, the Charter School primary financial contact, and any other Charter School staff deemed appropriate by Non-Profit, have participated in training on the requirements of the Brown Act and the Political Reform Act / Fair Political Practices Act. Verification of such training shall be provided as specified in Schedule A.

7.2.1. All agendas shall be provided to the ACOE electronically in advance of the board meeting when posted, and such posting shall be in conspicuous physical location/s, including all school sites and Non-Profit offices, and on Charter School’s website, in accordance with the Brown Act.

7.2.2. Approved minutes of each Board of Directors meeting shall be provided to the ACOE within two (2) business days of approval, as specified in Schedule A. Approved minutes shall be posted as specified in Schedule B.

7.2.3. Non-Profit board meeting agendas and minutes shall be maintained for public inspection at the designated office of Non-Profit during normal business hours and shall be made available promptly upon request in hard copy at all locations of the Charter School.

7.2.4. If Non-Profit makes audio or video recordings of its meetings, Non-Profit shall ensure recordings are accessible on or through their website within two (2) days of the meeting, as specified in Schedule A.
8. Human Resources Management

8.1. Non-Profit is deemed the exclusive employer of the employees of the Charter School for the purposes of the Educational Employee Relations Act (EERA) under Cal. Gov. Code §3540, et. seq. Non-Profit will have sole responsibility for employment, management, dismissal, and discipline of its employees.

8.2. Non-Profit shall distribute a copy of its employee handbook to each employee at the Charter School each year. At a minimum, the handbook shall include a statement that Non-Profit is the exclusive employer of employees and has sole responsibility for employment, management, dismissal, and discipline of its employees. It shall also include specific expectations for employee performance and behavior, any due process rights of employees related to disciplinary actions (including termination), compensation and benefit information, and a description of both informal and formal complaint procedures that employees may pursue in the event of disagreements. Such handbook shall be provided to ACOE and posted on the Charter School’s website, as provided in Schedules A and B.

8.3. At all times during the Term of the Charter, Non-Profit employees at the Charter School, parent volunteers who will be performing services with Non-Profit students that are not under the direct supervision of a certificated teacher, and all vendors and sole proprietors having unsupervised contact with Non-Profit students will submit to background checks and fingerprinting in accordance with Cal. Ed. Code §45125.1. Non-Profit will provide certification to ACOE that all employees, and volunteers/vendors (as applicable) have cleared a criminal records check through the Department of Justice (“DOJ”) and the Federal Bureau of Investigation (“FBI”) prior to their having any unsupervised contact with students.

8.4. Non-Profit shall maintain on file and have available for inspection during site visits, evidence that it has performed criminal background checks for all employees and documentation certifying that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students.

8.5. As specified in Schedule A, Non-Profit shall provide the ACOE with proof that all of the Charter School’s teachers hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which teachers in other public schools are required to hold, except as otherwise exempted. Non-Profit will have documentation on file (for inspection upon request) of its teachers' credentials.

8.6. If Non-Profit offers employees of the Charter School the opportunity to participate in STRS or PERS, Non-Profit shall be responsible for contracting with a third party for reporting purposes. Such arrangements must be made in writing with the third party prior to the hiring of any employee.

9. Charter School Students

9.1. The Parties recognize and agree that the Charter School will be open to all students. The Charter School shall adopt and adhere to anti-discrimination policies that are consistent with law and prohibit unlawful discrimination against any protected group. Protected groups put forth under Title IX and in California are enumerated by Cal. Gov. Code §12940, Cal. Ed. Code §§200 and 220, Cal. Gov. Code §11135, and include actual or perceived sex, sexual orientation, gender, gender identity, gender expression, ethnicity,
race, ancestry, national origin, religion, color, mental or physical disability, genetic condition or information, and age, as well as association with a member of a protected class. Additionally, it is the policy of the State of California, pursuant to Section 200 that all persons should enjoy freedom from discrimination and/or harassment of any kind in the educational institutions of the state. This includes sexual harassment, which is a form of sexual discrimination (Cal. Ed. Code §231.5).

9.2. Non-Profit shall make a serious and consistent effort to recruit students to Charter School to achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the school district in which Charter School is located.

9.3. If a Charter School student is expelled or leaves the charter school without graduating or completing the school year for any reason, Charter School shall notify the superintendent of the student’s last known school district within 30 days (pursuant to Cal. Ed. Code §47605(d)(3)), and shall maintain records of such notifications during the Term of this Agreement for ACOE review upon request.

9.4. To the extent necessary to discharge its reasonable supervisorial oversight activities, the Charter School hereby designates the employees of ACOE as having a legitimate educational interest such that they are entitled upon request to access to the Charter School’s education records under the Family Education Rights and Privacy Act (“FERPA”) and related state laws regarding student records. ACOE, Charter School, and their offices and employees shall comply with FERPA and state laws regarding student records at all times.

10. Required Disclosures

10.1. Non-Profit shall notify ACOE within five days of any pending or actual litigation and/or claim from any party or notice of potential infraction, criminal or civil action against Non-Profit, the Charter School or any employee, agent or volunteer that may involve or affect Non-Profit or the Charter School. In addition, Non-Profit shall immediately notify ACOE of any request for information by any governmental agency about the Non-Profit or the Charter School.

10.2. ACOE shall notify Non-Profit within five days of any pending or actual litigation and/or claim from any party or notice of any potential litigation and/or claim against ACOE, the County Board, Non-Profit or the Charter School, that may involve or affect Non-Profit or the Charter School. In addition, the ACOE shall immediately notify Non-Profit of any request for information by any governmental entity about Non-Profit or the Charter School.

10.3. If Non-Profit seeks any loans or advance receipt of funds for the Charter School, it shall establish a fiscal plan for repayment in advance of receipt of such loans. Non-Profit shall provide advance written notice to the County Board and the ACOE specifying its intent to apply for a loan for the Charter School. Advance notice shall include a description of the need for the loan, its terms, and the plan for repayment, including a cash flow schedule. If a loan is received, Non-Profit shall, at the time of deposit of any sums which are loans to Non-Profit for the Charter School, provide ACOE with the loan documents, minutes of Non-Profit Board meetings at which such loan was approved, plan for repayment and updated cash flow schedule. The Non-Profit will provide the same information in the same manner for loans and/or advancement of funds made internally by the Non-Profit to the Charter School.
11. Insurance and Risk Management

11.1. Non-Profit shall procure from an insurance carrier licensed to do business in the State of California or a qualified joint power authority (“JPA”) registered with the California Department of Industrial Relations, and keep in full force during the term of the Charter, at least the following insurance coverage for itself and the Charter School:

11.1.1. Property Insurance – against fire, vandalism, malicious mischief and such other perils as are included in “special form” coverage insuring all of Non-Profit’s trade fixtures, furnishings, equipment and other personal property. The property policy shall include ‘extra expense’ coverage and shall be in an amount not less than 100% of the replacement value.

11.1.2. Commercial General Liability -- In an amount not less than two million dollars ($2,000,000) per occurrence and five million dollars ($5,000,000) in total general liability insurance for bodily injury (including death), property damage and personal and advertising injury arising out of or connected to the Non-Profit’s premises and operations. Non-Profit shall also maintain errors and omissions/educators legal liability, sexual abuse and molestation coverage, and employment practices liability of Non-Profit, its governing board, officers, agents, or employees of the Charter School with limits of not less than the amount stated above. The amount of total general liability insurance required shall increase to seven million, five hundred thousand dollars ($7,500,000) when the Charter School’s ADA (as reported at P-Annual) exceeds 1,000. The deductible per occurrence for said insurance coverage stated herein shall not exceed twenty thousand dollars ($20,000).

11.1.3. Workers’ Compensation -- In accordance with the provisions of the California Labor Code, insurance adequate to protect Non-Profit from claims under Workers’ Compensation Acts which may arise from its operation of the Charter School, with statutory limits, and Employer’s Liability coverage with limits of not less than one million dollars ($1,000,000) per accident or disease.

11.1.4. Automobile Insurance – for all owned (if applicable), non-owned, borrowed, leased or hired automobiles in an amount of not less than one million dollars ($1,000,000) per accident.

11.2. In addition, Non-Profit shall institute a risk management plan, including policies and practices to address reasonably foreseeable occurrences, and will provide ACOE with such plan and with annual certification that such policies and practices have been instituted at the Charter School, as specified in Schedule A.

11.3. All liability insurance policies required under this section shall be endorsed to name the County Board, and ACOE and its employees and agents as additional insureds and that such insurance policy(ies) shall be primary and any insurance or self-insurance maintained by ACOE, the County and/or its employees shall not be required to contribute with it.

11.4. Non-Profit shall provide evidence of all applicable insurance coverage, with additional insured endorsements, to ACOE (as specified in Schedule A) and will instruct the insurance carrier(s) to inform the ACOE immediately if the coverage is reduced or becomes inoperative for any reason. The ACOE may request to see evidence of insurance coverage during site visits.
12. Hold Harmless

12.1. Non-Profit and the Charter School shall hold harmless, defend, and indemnify the County Board, ACOE, its officers, agents and employees, from every liability, claim, or demand which may be made by reason of (1) any injury to volunteers; and (2) any injury to person or property sustained by any person, firm, or corporation caused by any intentional or negligent act or omission of Non-Profit and/or the Charter School, its officers, employees or agents. In cases of such liabilities, claims, or demands, Non-Profit, at its own expense and risk, shall defend with legal counsel satisfactory to ACOE all legal proceedings which may be brought against the County Superintendent, the County Board, ACOE and its officers and employees (who will cooperate fully with Non-Profit’s attorneys and insurance carriers), and shall satisfy any resulting judgments up to the required amounts that may be rendered against any of them. This indemnity and hold harmless provision shall exclude actions brought by third persons against the County Superintendent, the County Board, ACOE or their officers and employees arising out of the gross negligence or intentional acts, errors, or omissions of the County Superintendent, the County Board, ACOE or their directors, employees, officers and agents.

12.2. ACOE and the County Board shall hold harmless, defend, and indemnify Non-Profit and/or the Charter School, its board, officers, agents and employees, from every liability, claim or demand which may be made by reason of (1) any injury to volunteers; and (2) any injury to person or property sustained by any person, firm, or corporation caused by any intentional or negligent act or omission of the County Superintendent, the County Board, or ACOE, its officers, employees or agents. In such cases of such liabilities, claims, or demands, ACOE and/or County Board, at its own expense and risk, shall defend with legal counsel satisfactory to Non-Profit all legal proceedings which may be brought against Non-Profit, its board, officers, and employees, who will cooperate fully with the County Board and/or ACOE, its officers and employees, attorneys and insurance carriers and shall satisfy any resulting judgments up to the required amounts that may be rendered against any of them. This indemnity and hold harmless provision shall exclude actions brought by third persons against Non-Profit and/or the Charter School arising out of the gross negligence or intentional acts, errors, or omissions of Non-Profit, its board, directors, employees, officers and agents.

13. Facilities

13.1. It is understood and agreed that the County Board and/or the ACOE have no obligation to provide facilities to Non-Profit for the Charter School. If Non-Profit seeks facilities for the Charter School from a district in which it intends to locate under Proposition 39 (Cal. Ed. Code §47614), it shall follow applicable statute and regulations regarding submission of such a request to a district. As provided in Schedule A, Non-Profit shall provide a copy of each Proposition 39 request for the Charter School to ACOE at the time of submitting its request to any school district, along with any documentation of subsequent steps in the process as described in implementing regulations at 5 CCR §§11969.1 et seq., whether produced by Non-Profit or the district.

13.2. Non-Profit shall ensure that the Charter School’s facility is located in an area that is properly zoned for operation of a school and that has received a conditional use permit, and that has been cleared for student occupancy by all appropriate local authorities. All facilities must meet all applicable health and fire code requirements and zoning laws. Non-Profit will furnish the ACOE, as provided in Schedule A, with all local approvals (Cal.
Ed. Code §47610(d)) including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections and approved zoning variances. The Charter School cannot exempt itself from applicable local zoning or building code ordinances.

13.3. ACOE may conduct a site review to determine that the facilities are clean, safe, Americans with Disabilities Act (ADA) compliant, and have the necessary local approvals to operate.

13.4. In the event that the Charter School seeks to open an additional school site (whether for classroom or non-classroom based instruction), Non-Profit will submit a request for a material revision of its Charter to the County Board for approval, pursuant to Section 23 of this MOU. Approval must be obtained before any additional school sites can begin operation.

14. Food Service and Transportation

14.1. Charter School shall provide for each needy pupil, one nutritionally adequate free or reduced-price meal during each school day, as described under Cal. Ed. Code §49550. Needy children shall be defined as those children who meet federal eligibility criteria for free and reduced price meals as defined in Cal. Ed. Code §49531.

14.2. Non-Profit shall be responsible for any and all transportation offered by Non-Profit to students who enroll in the Charter School, including but not limited to any and all transportation required in any student Individuals with Disabilities Education Act (IDEA) Individualized Education Program (“IEP”) or Section 504 Plan.

15. Accountability for Academic Performance

15.1. Non-Profit shall comply with and adhere to the state requirements for participation and administration of all state mandated tests for the Charter School.

15.2. The Charter School shall comply with Cal. Ed. Code §47606.5 (regarding Local Control Accountability Plans), as that statute may be amended from time to time, as well as its implementing regulations, if any. The Charter School’s annual adopted Local Control Accountability Plan (“LCAP”) shall be provided to the County by as specified in Schedule A.

15.3. The Parties hereby agree that the Charter School is accountable for pupil outcomes identified in the Charter. At the request of ACOE, Non-Profit shall present updates and reports regarding the Charter School’s pupil outcomes to the Alameda County Board of Education during the year. It is also the intent of both parties to adopt a framework of common metrics; a school performance framework (SPF) that will apply to the Charter School as well as the other charter schools authorized by the County.

15.4. Should we add something here about AB 81 regarding long-term English learners

16. Services for Students with Disabilities

16.1. At all times during the Term of the Charter and this MOU, Non-Profit shall act as its own local education agency (“LEA”) in a Special Education Local Planning Area (“SELPA”), or as a duly constituted SELPA approved by the State of California. As specified in Schedule A, Non-Profit shall provide ACOE with a copy of the Local Plan and documentation of the status of the Charter School as an LEA in good standing with a state-approved SELPA or as a state-approved SELPA.
16.2. Non-Profit and/or the Charter School shall assume all responsibility, including but not limited to full financial responsibility, for the implementation of student plans and provision of educational services under Section 504 of the Rehabilitation Act, for all students who are enrolled in the Charter School.

16.3. Non-Profit may contract with any school district or other qualified organization for other services on behalf of the Charter School, provided that such are at no cost to the County Board and/or ACOE. Written agreements shall be authored to specify such services and costs. It is further recognized that Non-Profit and/or the Charter School may contract with a SELPA, employ its own staff and/or contract with other vendors to deliver services required by the IEPs and/or Section 504 Plans of students enrolled in the Charter School and as otherwise required by applicable state and federal laws.

16.4. As specified in Schedule A, Non-Profit shall provide special education revenue and expense schedules to the ACOE as back-up to required regular financial reports. To the extent that the delivery of Section 504 and/or special education services and adherence to Section 504 and special education laws have costs in excess of revenue allocated to the Charter School for such purposes, Non-Profit and the Charter School shall be responsible for any and all such costs related to students of the Charter School.

16.5. Non-Profit and the Charter School agree to fully and promptly comply with any reasonable requests for information made by the ACOE with regard to special education services and individual students at the Charter School. The ACOE may establish regular meetings with Non-Profit special education coordinator for purposes of reviewing special education and/or Section 504 compliance. The ACOE may also take action to monitor the Charter School to ensure that special education and/or Section 504 services are being provided as required by law and applicable SELPA policy.

16.6. Non-Profit agrees to defend with legal counsel satisfactory to ACOE and to hold harmless the County Board, the County Superintendent, the Alameda County Office of Education, and each of their officers, directors, agents and employees, from and against any and all costs, including attorney’s fees, and/or awards related to complaints, due process hearings, mediations or any and all forms of litigation relating to special education and/or Section 504 matters involving a student’s enrollment, services and/or attendance at the Charter School. This indemnification shall exclude any matters which relate to the enrollment or attendance of a student in an ACOE program, unless the student’s enrollment or attendance in such program was through a contract with Non-Profit.

16.7. Non-Profit acknowledges that its failure to provide any Section 504 and/or special education services for students as required in their Section 504 Plans and IEPs may constitute a material violation of the conditions, standards and procedures set forth in the Charter and this MOU, as well as violation of applicable law which may be sufficient to support the County Board’s revocation of Non-Profit’s Charter pursuant to Cal. Ed. Code §47607.

16.8. Non-Profit shall develop, maintain, and implement policies and procedures to ensure that eligible students with disabilities are properly identified, assessed by qualified assessors and IEPs or 504 Plans for the students are properly established, implemented and complied with such that a Free and Appropriate Public Education (“FAPE”) in the Least Restrictive Environment (“LRE”) is provided in accordance with state and federal law. Such policies shall, as specified in Schedule A, be provided to ACOE.
17. Independent Study

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

17.2. If the Charter School provides instruction through independent study on more than an incidental basis, it shall comply with all requirements of statute applicable to independent study in charter schools, including Cal. Ed. Code §§51745, *et seq.*), and applicable regulations.

18. Funding

18.1. The Charter School shall be direct funded in accordance with Cal. Ed. Code §§47630 *et seq.* Charter School is eligible for a general-purpose entitlement and supplemental funding allocated through the Local Control Funding Formula (“LCFF”) under Cal. Ed. Code §§42388 and 47651(a)(1) *et seq.* It shall be the responsibility of the Charter School to apply for funding beyond the basic statutory entitlements of the base grant due to the Charter School under LCFF.

18.2. The Parties specifically agree that it is not the responsibility of the ACOE to provide funding in lieu of property taxes to Non-Profit for the Charter School.

18.3. In the event that the County Board seeks and receives a voter approved bond, parcel tax, etc., the Charter School and/or Non-Profit shall have no entitlement to any portion of the funds unless otherwise negotiated in advance and agreed to in writing. The Parties shall meet sufficiently in advance of any action by the ACOE to pursue such measures so as to advise Non-Profit and to determine the positions of the Parties. Non-Profit agrees that it and the Charter School have no entitlement to funds currently being received, if any, by the County Board and/or the ACOE under former parcel tax or bond elections.

18.4. Non-Profit is to operate the Charter School in a financially sound fashion. It is agreed that all loans sought by Non-Profit for the Charter School shall be authorized in writing in advance by Non-Profit and shall be the sole responsibility of Non-Profit. Notification of loans shall be provided pursuant to Section 10 of this MOU. In no event shall the County Board and/or the ACOE have any obligation for repayment of such loans.

18.5. The ACOE shall not advance any funds to Non-Profit for the Charter School. In addition, the ACOE shall not act as or provide a line of credit to Non-Profit for the Charter School.

18.6. The Parties agree that neither the ACOE nor the County Board shall act as fiscal agent for Non-Profit or the Charter School. It is agreed that Non-Profit shall be solely responsible for all fiscal services for the Charter School such as payroll, purchasing, attendance reporting, and completion and submission of state budget forms. ACOE shall process and transfer to Non-Profit all payments received by the ACOE for the Charter School in a timely fashion.

18.7. To the extent that Non-Profit wishes to contract with the ACOE for any services to the Charter School beyond those specified in this agreement, a separate written contract with the ACOE shall be required and the costs of such services paid in full by Non-Profit.
18.8. Non-Profit and the Charter School will use all revenue received from state and federal sources only for the educational services of Non-Profit and the Charter School and for the benefit of the students enrolled and attending the Charter School. Sources of funding must be used in accordance with applicable state and federal statutes, and the terms or conditions, if any, of any grant or donation.

19. Attendance Reporting

19.1. Non-Profit shall use commercially available attendance accounting software (such as Power School, SASi, etc.) for student attendance accounting at the Charter School. Non-Profit on behalf of the Charter School shall submit enrollment and attendance data as required to receive apportionment of funding according to the deadlines specified in Schedule A. ACOE staff will review and certify the accuracy of the Charter School’s attendance data submitted by Non-Profit only when all documentation has been submitted and is accurate. Attendance data submitted without the requisite detail will not be processed and may result in a delay of funding to the Charter School.

19.2. Non-Profit shall make available to ACOE on request all back up attendance documents. Non-Profit shall, as specified in Schedule A, submit monthly summary reports, due the 15th of every month, of enrollment and average daily attendance (“ADA”).

19.3. Monthly site-based attendance sheets, signed and dated by teachers, and evidence of contact made with parents when students are absent from school, e.g. parent contact log, absence log. etc., shall be maintained by Non-Profit, and may be reviewed by ACOE during site visitations.

20. Financial Reporting

20.1. Non-Profit is required by Cal. Ed. Code §47604.33 to submit periodic financial reports of revenues, expenditures, and reserves. In order to meet statutory timelines for financial reporting, Non-Profit shall submit such reports to ACOE for review, using the state software or the Charter School Alternative Reporting form, as specified in Schedule A. Specified back-up information shall be consistently provided for each reporting period. Any significant changes in the budget or interim reports from one reporting period to the next must be explained in writing. The ACOE may request additional information, as necessary, to evaluate the fiscal condition of the Charter School. Non-Profit shall also timely respond to all inquiries from ACOE and shall provide all documents and additional information, as necessary to evaluate the fiscal soundness, operations, and governance of all other non-profit and for-profit corporate entities affiliated with Non-Profit as may be providing services to the Charter School or controlling the assets of Non-Profit, including but not limited to documents and information related to the management, fiscal, personnel, procurement, facilities operations, facilities financing, and programmatic services of the Non-Profit and, in regard to information or documents that may reasonably impact the assets of the Charter School or Non-Profit, such affiliated entities, in accordance with Education Code Section 47604.3, and shall fully cooperate with any investigation into their operations conducted by ACOE pursuant to Education Code Section 47604.4.

20.2. The Parties agree that maintenance of a sufficient level of funding reserve is in the best interest of the Charter School and its successful operation. Accordingly, Non-Profit shall maintain reserves of no less than three percent (3%) for the Charter School based upon the total expenditures and other uses of Non-Profit’s Adopted Budget for the fiscal year.
An explanation of any projected drop in reserves below the three percent (3%) level must be included in the assumptions.

21. Annual Audit

21.1. As specified in Schedule A, Non-Profit shall submit an annual independent financial audit in accordance with Cal. Ed. Code §§47605.6(m) or §§47605(m), as applicable, to the State Controller's Office, the ACOE, and the California Department of Education (“CDE”) no later than December 15th of each year. In order for Non-Profit to receive a favorable recommendation for renewal, corrective action plans shall have been implemented in a timely manner to the satisfaction of the ACOE for any findings or exceptions identified in each annual audit, such that there are no continuing prior year findings or deficiencies identified in the following year. The audit shall be conducted by an auditor from the list approved by the State Controller’s Office. ACOE shall be notified of Non-Profit’s selection of an auditor, as specified in Schedule A.

21.2. In addition to Non-Profit’s financial statements for the Charter School, the audit shall include, as applicable, but not be limited to, review of contemporaneous records of attendance and annual instructional minutes, and such other reviews as required by law for the audit of charter schools.

22. Monitoring and Oversight

22.1. The ACOE will conduct at least one (1) visit to the Charter School annually in accordance with the Charter Schools Act. The information gathered will be used to assess the Charter School’s progress in governance and organizational management, educational performance, fiscal operations and fulfillment of the terms of the Charter and this MOU. A school site visit may include review of the facility, review of records maintained by Non-Profit for the Charter School, interviews with the management of Non-Profit, Non-Profit employees working at the Charter School including the site principal, and the Charter School’s students and parents, as well as observation of instruction in the classroom(s). Any deficiencies will be reviewed with the Charter School’s site principal and Non-Profit staff and an opportunity provided for comment, explanation and\or correction. The evaluations for each year will be used, in addition to other information and reports, to determine a renewal decision.

22.2. ACOE reserves the right to make unannounced visits to the Charter School.

22.3. Non-Profit shall be charged an annual oversight fee by ACOE for the cost of oversight, monitoring, and reporting concerning the Charter School in accordance with Cal. Ed. Code §47613. Such fees will be capped at 1% of the general purpose revenue received by the Charter School, as defined in Cal. Ed. Code § 47613(f) from the local control funding formula calculated pursuant to Section 42238.02 as implemented by Section 42238.03. The oversight fees shall be invoiced quarterly by ACOE, with payment due and payable within 30 days of receipt. Oversight fees shall be used to offset consultant and administrative costs required for comprehensive oversight.

23. Material Revisions to Charter

23.1. Changes to the Charter deemed to be material revisions may not be made without prior approval from the County Board per Cal. Ed. Code §47607. Changes to the Charter considered to be material revisions include, but are not limited to, the following:
23.1.1. Substantial changes to the educational program, mission, or vision of the Charter School, including the addition or deletion of a major program component that is a distinctive feature of the Charter School, such as STEM, language immersion, grade level grouping, arts integration, etc.

23.1.2. Adding a classroom-based or non-classroom based program and/or facility not expressly authorized by the Charter.

23.1.3. Changes in enrollment that represent an increase or decrease from the annual enrollment originally projected in the charter petition by more than 25% in any grade level or 10% percent of total enrollment in any given year.

23.1.4. Addition or deletion of grades or grade levels to be served, for the program as a whole or in a given year, not expressly authorized by the Charter, or otherwise required by law.

23.1.5. Changes to location of facilities, including school sites, resource centers, meeting space, or other satellite facility including the opening of a new facility. Temporary locations rented for annual student testing purposes shall be exempt from this provision.

23.1.6. Changing the name of the Charter School.

23.1.7. Entering into a contract to be managed or operated by any other non-profit public benefit corporation (or any other corporation or entity), such as an Educational Management Organization or a Charter Management Organization other than Non-Profit.

23.1.8. Substantial changes to admission requirements and/or enrollment preferences identified in the Charter.

23.1.9. Substantial changes to the governance structure as described in the corporate bylaws, including but not limited to: changes in the authorized number of board members, method by which sitting board members are removed, method by which new board members are selected, and/or provisions that reduce the size of the quorum required for a meeting and/or majority required for action.

23.2. Changes to the Charter not deemed to be material revisions may be made by Non-Profit following notification to ACOE. Such notice shall be provided, in writing, at least 5 business days in advance of the Non-Profit board meeting at which the revision is to be approved. Disagreement as to the materiality of the proposed revision/s shall be resolved consistent with the dispute resolution provisions of this MOU.

24. Charter Renewal: Non-Profit may seek renewal of the Charter prior to expiration of the Term of the Charter in accordance with statutory provisions. Non-Profit shall submit its renewal petition for the next charter term along with a copy of the most recent annual report required by ACOE and/or Local Control Accountability Plan Annual Update to ACOE, no sooner than September 1st of the fiscal year in which Charter School would cease operations without renewal. ACOE shall review the charter petition, academic and financial performance, audit reports, annual visitation reports, and may conduct a renewal site visit prior to scheduling the renewal request for consideration by the County Board. To the extent required, the charter renewal petition shall be revised in accordance with current statutes and regulations.
25. Charter Revocation

25.1. The County Board shall have the right to revoke the Charter in accordance with Cal. Ed. Code §§47607, 47607.3 or other applicable statute or regulations. Prior to instituting revocation proceedings, the ACOE may provide progressive notices that correction of a problem at the Charter School by Non-Profit needs to occur with specified time lines. The minimum progression of notification of corrective action for concerns the County Board considers to involve violation(s) of Cal. Ed. Code §47607(c) is as specified in 5 CCR §11968.5.2. Additional notification may be provided, at the sole discretion of ACOE.

25.2. If the County Board determines, based on report/s of ACOE, that there is a severe and imminent threat to the health or safety of students and/or staff of the Charter School, and makes such determination in writing, per Cal. Ed. Code §47607(d), it may take immediate action to assure the safety and well-being of the students, staff, and community, consistent with 5 CCR §11968.5.3. Such immediate action, as deemed appropriate by the County Board, in its reasonable discretion, may include but is not limited to revocation of its charter in accordance with Cal. Ed. Code §§47607(d) and/or (e).

25.3. During the period prior to revocation, Non-Profit shall have the opportunity to work with the ACOE or County Board to address the concerns and develop a plan to remediate all areas to the reasonable satisfaction of the County Board.

26. Charter School Closure

26.1. At all times it is operational during the Charter Term, Non-Profit will maintain a description of the procedures to be used in the event the Charter School closes, and provide such procedures to ACOE as specified in Schedule A and post them as specified in Schedule B. Procedures must be compliant with requirements contained in 5 CCR §11962, and consistent with the content of the Charter.

26.2. If the Charter School is to close permanently for any reason (i.e., voluntary surrender, non-renewal, or revocation), the ACOE on behalf of the County Board shall serve written notice on Non-Profit that the closure procedures have been invoked. Non-Profit will immediately identify to the ACOE the specific individual who is responsible for coordinating the Charter School’s close out activities. ACOE will identify a staff person who will work with the Charter School to accomplish all close out activities.

26.3. Non-Profit expressly acknowledges the right of the ACOE, on behalf of the County Superintendent of Schools (pursuant to Cal. Ed. Code §47604.4), to gain full access and copies of all student and business records concerning the Charter School at any time after the County Board gives written notice that it is invoking the closure procedures.

27. Dispute Resolution

27.1. It is expressly agreed by the parties that dispute resolution process described herein supersedes that included in the Charter for disputes between and among Non-Profit, ACOE and/or the County Board.

27.2. In the event of a dispute between Non-Profit and the ACOE and/or the County Board relating to the Charter or this MOU, which does not involve revocation, the parties shall seek to resolve the dispute using the process described below:

27.2.1. The disputing party shall provide written notice of the dispute to the other party or parties. Notice shall be provided as specified in this MOU.
27.2.2. The Charter School’s designated representative shall meet with the ACOE’s designated representative within thirty (30) days of the date of the written notice to attempt informal resolution of the dispute.

27.3. By mutual agreement, in writing, the parties may engage the services of a third-party mediator to assist with informal resolution of the dispute. The costs of the mediation shall be borne 50/50 by the County Board and Non-Profit.

27.4. If a dispute between Non-Profit and ACOE and/or the County Board is not resolved through the dispute resolution set forth above within ninety (90) calendar days of the date notice is given by the complaining party to the other parties, or by such alternative deadline as may be established by mutual agreement in writing, then any party shall have the right to take the matter to binding arbitration. Arbitration shall proceed according to the following timeline:

27.4.1. No later than ten (10) calendar days after the request for arbitration, unless agreed otherwise by the parties in writing, the parties shall choose a mutually acceptable arbitrator from a list obtained from the State Mediation and Conciliation Service.

27.4.2. Within ten (10) calendar days after the arbitrator is selected, the parties shall choose a mutually agreeable date and site for the arbitration.

27.5. The costs of the arbitrator shall be borne 50/50 by the County Board and Non-Profit.

28. Severability

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

29. Venue

29.1. The Parties agree that any legal action to enforce the terms of this Agreement shall be brought in the appropriate court in Alameda County, California.

30. Non-Assignment

30.1. No portion of this MOU or the Charter approved by the County Board may be assigned to another entity without approval of a material revision of the Charter pursuant to Section 23.

31. Amendment and Waiver

31.1. Any waiver, amendment, modification, or cancellation of any provisions of this MOU must be in writing and executed by duly authorized representatives of all Parties specifically indicating the intent of the Parties to modify this MOU. No such amendment or waiver shall be effective absent approval or ratification by the County Board and the governing board of the Non-Profit.

31.2. Proposed revisions to the MOU may be submitted by any of the Parties at any time, through notice duly given in accordance with Section 33.

31.3. The failure of either Party at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce such provision.
32. Captions and Section Headings

32.1. The captions and section headings used in the Charter and this MOU are inserted for convenience only and should not affect the meaning or interpretation of the terms of the Charter or this MOU.

33. Notification

33.1. All notices, requests, and other communications under this MOU shall be in writing and mailed or delivered by overnight courier to the proper addresses as follows, unless allowed or required to be submitted electronically by ACOE:

To the County Board at:
Alameda County Board of Education
313 West Winton Avenue
Hayward, CA 94544
Attn: Board President

To the ACOE at:
Charter Schools Office
Alameda County Office of Education
313 West Winton Avenue, Room 342
Hayward, CA 94544
Attn: Alameda County Superintendent of Schools

To Oakland Unity School at:
Oakland Unity Middle School
Attn: Damon Grant and Kate Goedeker
7200 Bancroft Avenue Suite 261
Oakland, CA 94605

34. Entire Agreement; Counterparts

34.1. This MOU and attached schedules contain the entire agreement of the Parties with respect to the matters covered herein, and supersedes any oral or written understandings or agreements between the Parties with respect to the subject matter of this MOU. This MOU may be executed in counterparts, each of which shall constitute an original. Facsimile copies of signature pages transmitted to other Parties of this MOU shall be deemed equivalent to original signatures on counterparts.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by duly authorized officers or representatives set forth below and to be effective as of the Effective Date.

____________________  ____________________________________________________
Date       President or Designee, Oakland Unity Middle School

____________________  ____________________________________________________
Date       President, Alameda County Board of Education
Approved and ratified this 12th of February, 2019 by the Alameda County Board of Education by the following vote:

AYES: ______
NOES: ______
ABSTAINS: ______

Certification by the Board Secretary
SCHEDULE A  
Charter School Reporting and Monitoring Activity

All information and documents listed below are to be provided to the Alameda County Office of Education Charter Schools Office (CSO) by the date shown, unless another date is specified in pre-opening conditions for new schools (Schedule C). Submissions are to be made as instructed by the CSO, including but not limited to electronic submissions. Annual updates are required by the dates noted on the schedule. If there is no change requiring an updated submission, a confirmation of no change is still required. Some information and documents (checked in far right column) must be updated within ten (10) business days of the date any changes are approved by the school/organization.

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>DUE DATE</th>
<th>ANNUAL UPDATE (IF CHANGED; NOTIFY CSO IF UNCHANGED)</th>
<th>UPDATE WITHIN 10 BUSINESS DAYS OF ANY CHANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BASIC CHARTER SCHOOL INFORMATION</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| School Contact Information | • Name, phone, email and fax for:  
  o School leader  
  o Office/operations manager  
  o Personnel/HR lead  
  o Financial reporting lead  
  o Attendance lead  
  o Facilities lead  
  o Special education lead  
  • Emergency phone number for school leader.  
  • Physical and mail address of school.  
  • Office hours. | Effective date of Charter | August 1st | ✓ |
<p>| Organizational Chart Structure of organization from governing board to classroom teacher, including Charter Management Organization, if applicable. | Effective date of Charter | August 1st |
| <strong>GOVERNANCE</strong> | | | |
| Board Roster Names and email addresses of all board members, with end date for current term of service, officers and committee assignments identified. | Effective date of Charter | August 1st | ✓ |
| Board Biographies Brief summaries of the background and experience of board members | Effective date of Charter | August 1st | ✓ |
| Board Clearance Certification of clearance of governing board members (criminal background check DOJ and FBI; child abuse registry check) | Effective date of Charter | | ✓ |
| Board Election Process Consistent with charter and bylaws, brief description of method for nominating and electing board members | Effective date of Charter | August 1st | ✓ |
| Board Training Verification of annual Brown Act and Fair | Effective date | August 1st | |</p>
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Political Practices Act training for board and leadership</td>
<td>of Charter</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Board Meeting Schedule</td>
<td>Dates, times and locations for all regular meetings of the board for the fiscal year; include all standing committees; identify annual organizational meeting at which board members and officers are elected</td>
<td>Effective date of Charter</td>
<td>August 1st</td>
<td>✓</td>
</tr>
<tr>
<td>Meeting Agendas</td>
<td>Board and standing committee meeting agendas</td>
<td>At time of required posting (Brown Act)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Meeting Minutes</td>
<td>Approved minutes of board and standing committee meetings</td>
<td>Within 2 business days of approval</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Articles Of Incorporation</td>
<td>As submitted to the state</td>
<td>Effective date of Charter</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Bylaws</td>
<td>Latest version approved by the governing board</td>
<td>Effective date of Charter</td>
<td>August 1st</td>
<td>✓</td>
</tr>
<tr>
<td>501(C)(3) Tax-Exempt Status</td>
<td>Letter from IRS confirming approval of tax exempt status</td>
<td>Effective date of Charter</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td><strong>BOARD POLICIES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conflict of Interest Policy</td>
<td>Conflict policy compliant with Charter and Fair Political Practices Act</td>
<td>Effective date of Charter</td>
<td>August 1st</td>
<td>✓</td>
</tr>
<tr>
<td>Public Records Act Policy</td>
<td>Procedures to implement the California Public Records Act</td>
<td>Effective date of Charter</td>
<td>August 1st</td>
<td></td>
</tr>
<tr>
<td>Special Education Policy</td>
<td>Including procedures compliant with IDEA and requirements of SELPA; consistent with Charter</td>
<td>Effective date of Charter</td>
<td>August 1st</td>
<td></td>
</tr>
<tr>
<td>Rehabilitation Act §504 Policy</td>
<td>Procedures to ensure compliance with legal requirements; consistent with Charter</td>
<td>Effective date of Charter</td>
<td>August 1st</td>
<td></td>
</tr>
<tr>
<td>English Learner Policy</td>
<td>Procedures to ensure compliance with legal requirements, including identification, placement and reclassification; consistent with Charter</td>
<td>Effective date of Charter</td>
<td>August 1st</td>
<td></td>
</tr>
<tr>
<td>Complaint and/or Internal Dispute Resolution Policy</td>
<td>Including procedures and forms; must include Uniform Complaint Procedure; may include other forms and systems established by school</td>
<td>Effective date of Charter</td>
<td>August 1st</td>
<td>✓</td>
</tr>
<tr>
<td>Fiscal Management/Control Policy</td>
<td>Internal fiscal control policies and procedures meeting GAAP, including procedures for receipt and disbursement of funds, reconciliation of accounts, contracting, budget preparation, and protection of assets</td>
<td>Effective date of Charter</td>
<td>August 1st</td>
<td></td>
</tr>
<tr>
<td>Health and Safety Policy/ies</td>
<td>Covering student health and wellness practices (including immunizations, medications, screenings, student wellness, and food service) and safety procedures for each campus, including</td>
<td>Effective date of Charter</td>
<td>August 1st</td>
<td></td>
</tr>
</tbody>
</table>

MOU Schedule A: Reporting

Alameda County Office of Education

Page 2
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
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<th>UPDATE WITHIN 10 BUSINESS DAYS OF ANY CHANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>campus supervision, field trip supervision and screening of volunteers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Student Grading/Promotion</td>
<td>Policies and procedures regarding student grading, placement of students by grade, promotion from one grade to the next, and retention in current grade; including samples of parent notifications</td>
<td>Effective date of Charter</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td></td>
</tr>
<tr>
<td>Student Free Speech Policy</td>
<td>Standards and procedures regarding student free expression, consistent with applicable state and federal law</td>
<td>Effective date of Charter</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td></td>
</tr>
<tr>
<td>Student Discipline Policy</td>
<td>Policies and procedures for student discipline, including behavior expectations, suspension/expulsion standards, and due process; including procedures for students with disabilities</td>
<td>Effective date of Charter</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>✓</td>
</tr>
<tr>
<td>ADMINISTRATION</td>
<td>Certificate of insurance in the amounts required by the MOU; [authorizing agency] as additional insured</td>
<td>Effective date of Charter</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>✓</td>
</tr>
<tr>
<td>Risk Management Plan</td>
<td>Policies and practices to prevent and address reasonably foreseeable risks and incidents occurrences, plus certification that such policies and practices have been instituted</td>
<td>Effective date of Charter</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td></td>
</tr>
<tr>
<td>Disclosure of Claims / Litigation</td>
<td>Required disclosure of any pending or actual litigation and/or claim from any party or notice of potential infraction, criminal or civil action</td>
<td>Immediately</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee Handbook</td>
<td>Personnel policy/ies and/or documentation provided to all employees regarding terms of employment; including mandated child abuse reporting, non-discrimination, sexual harassment, and complaint procedures</td>
<td>Effective date of Charter</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td></td>
</tr>
<tr>
<td>Teacher Credentials and Highly Qualified Teacher Requirements</td>
<td>Spreadsheet containing information specified by [authorizing agency] on all instructional personnel, including but not limited to: name, teaching assignment, credential type and number</td>
<td>1 month before the first day of school</td>
<td>August 15&lt;sup&gt;th&lt;/sup&gt;</td>
<td>✓</td>
</tr>
<tr>
<td>Certification of Screening</td>
<td>Certification that all (new) employees have been subject to criminal background check (FBI and DOJ) and tuberculosis screening</td>
<td>1 month before the first day of school</td>
<td>August 15&lt;sup&gt;th&lt;/sup&gt;</td>
<td>✓</td>
</tr>
<tr>
<td>STRS/PERS Reporting</td>
<td>Contract for STRS and/or PERS reporting if applicable.</td>
<td>Effective date of Charter</td>
<td>July 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td></td>
</tr>
<tr>
<td>STUDENT ADMISSION AND ENROLLMENT</td>
<td>Description of process for admission and enrollment of students, consistent with Charter, and including dates for receiving</td>
<td>Effective date of Charter</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>✓</td>
</tr>
<tr>
<td>ITEM</td>
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<tr>
<td></td>
<td>applications and conducting lottery; also addressing process for exit (voluntary withdrawal) and notification of district of residence</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Application Form</td>
<td>Current printed, downloadable or on-line form to apply for admission to the school</td>
<td>Effective date of Charter</td>
<td>October 1&lt;sup&gt;st&lt;/sup&gt; for enrollment for following academic year</td>
<td></td>
</tr>
<tr>
<td>Required Enrollment Documents</td>
<td>List of information and documents required to complete enrollment of admitted students</td>
<td>Effective date of Charter</td>
<td>January 1&lt;sup&gt;st&lt;/sup&gt; for enrollment for following academic year</td>
<td></td>
</tr>
<tr>
<td>Notices to Parents/Guardians</td>
<td>Copies of all mandated notices to parents and guardians, including those required under ESSA and other applicable law (examples: Title I, English learners, special education, etc.)</td>
<td>1 month before the first day of school</td>
<td>August 15th</td>
<td></td>
</tr>
<tr>
<td>Student/Family Handbook</td>
<td>Material provided to students and families regarding school policies, procedures and expectations; including attendance, discipline, parent volunteers, electronics, dress codes, etc.</td>
<td>1 month before the first day of school</td>
<td>August 15&lt;sup&gt;th&lt;/sup&gt;</td>
<td></td>
</tr>
<tr>
<td>Student Roster</td>
<td>List (specified Excel format) of students admitted, enrolled and on wait list, including student name, CSIS number, DOB, grade enrolled, parent/guardian name/s, home address, phone, district of residence, prior school attended, enrollment status (i.e., admitted but documentation not complete, enrollment completed, wait list)</td>
<td></td>
<td>September 30&lt;sup&gt;th&lt;/sup&gt;</td>
<td></td>
</tr>
</tbody>
</table>

**FACILITIES**

<table>
<thead>
<tr>
<th>FACILITIES</th>
<th>DESCRIPTION</th>
<th>DUE DATE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Facilities Lease Agreement(s)</td>
<td>Lease, rental agreement, facilities use agreement or similar documentation of right to use school facilities</td>
<td>When signed, no later than 2 months before the first day of school</td>
<td>✓</td>
</tr>
<tr>
<td>Building Permits</td>
<td>Evidence of ability to occupy the facility for educational purposes and proposed uses, such as Certification of Occupancy, building permits, health department permit, evidence of appropriate zoning, fire marshal inspection, etc.</td>
<td>When completed, no later than 1 month before the first day of school</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
</tr>
<tr>
<td>Updated Facility Inspection <em>(if charter school renovates or adds classrooms at existing site; new site requires)</em></td>
<td>School site passes, to satisfaction of ACOE staff, updated facility inspection based on published standards</td>
<td>1 week prior to opening</td>
<td></td>
</tr>
<tr>
<td>ITEM</td>
<td>DESCRIPTION</td>
<td>DUE DATE</td>
<td>ANNUAL UPDATE (IF CHANGED; NOTIFY CSO IF UNCHANGED)</td>
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<tr>
<td>------</td>
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<td>---------------------------------------------------</td>
</tr>
<tr>
<td><strong>EDUCATIONAL PROGRAM</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Academic Calendar</td>
<td>Calendar of academic year showing holidays, recess periods, staff development days, etc.</td>
<td>Effective date of Charter</td>
<td>1 month before start of school</td>
</tr>
<tr>
<td>Daily Bell Schedule for Site-Based Programs</td>
<td>Current schedule of class periods on daily and weekly basis, with arrival and dismissal times for regular and early release days</td>
<td>Effective date of Charter</td>
<td>2 weeks before start of school</td>
</tr>
<tr>
<td>State Assessments</td>
<td>Results from statewide assessments</td>
<td>Upon receipt by the charter school</td>
<td>Annually upon receipt</td>
</tr>
<tr>
<td>SARC</td>
<td>State-mandated School Accountability Report Card</td>
<td></td>
<td>February 1st</td>
</tr>
<tr>
<td>LCAP</td>
<td>Local Control and Accountability Plan, including annual updates, using state template</td>
<td>1 week before July 1&lt;sup&gt;st&lt;/sup&gt; deadline</td>
<td>1 week before July 1&lt;sup&gt;st&lt;/sup&gt; deadline</td>
</tr>
<tr>
<td>Curriculum</td>
<td>Scope and sequence for all subjects taught in grades served; to be provided as grades are added</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt; (until all grades completed)</td>
</tr>
<tr>
<td>A-G Approved Courses: High Schools Only</td>
<td>Verification of UC/CSU approval of A-G courses</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
</tr>
<tr>
<td>Accreditation: High Schools Only</td>
<td>Documentation of current status of WASC accreditation</td>
<td>Effective date of Charter</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
</tr>
<tr>
<td>SELPA Verification</td>
<td>Verification of membership in a Special Education Local Planning Area (SELPA)</td>
<td>Effective date of Charter</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
</tr>
<tr>
<td>Independent Study Program Verification (if applicable)</td>
<td>Documentation verifying compliance with independent study requirements as required by MOU</td>
<td>Effective date of Charter</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
</tr>
<tr>
<td><strong>ATTENDANCE REPORTING</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20-Day Attendance</td>
<td>Attendance report for new grade or expansion from first 20 days of instruction</td>
<td></td>
<td>1 week before CDE deadline (October)</td>
</tr>
<tr>
<td>First Principal Apportionment (P-1)</td>
<td>Attendance report for first attendance accounting period, in CDE format</td>
<td></td>
<td>1 week before CDE deadline (January)</td>
</tr>
<tr>
<td>Second Principal Apportionment (P-2)</td>
<td>Attendance report for second attendance accounting period, in CDE format</td>
<td></td>
<td>1 week before CDE deadline (May)</td>
</tr>
<tr>
<td>Annual Apportionment (P-Annual)</td>
<td>Attendance report for annual attendance accounting period, in CDE format</td>
<td></td>
<td>1 week before CDE deadline (July)</td>
</tr>
<tr>
<td>Monthly Enrollment/Attendance</td>
<td>Electronic documentation of monthly summary reports of enrollment and attendance</td>
<td>15&lt;sup&gt;th&lt;/sup&gt; of first month in which instruction occurs</td>
<td>15&lt;sup&gt;th&lt;/sup&gt; of each month</td>
</tr>
<tr>
<td>Attendance</td>
<td>Description of or instructions for</td>
<td>Effective date</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
</tr>
<tr>
<td>ITEM</td>
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<td>----------------------------------------------------</td>
</tr>
<tr>
<td>Accounting Procedures</td>
<td>attendance accounting</td>
<td>of Charter</td>
<td></td>
</tr>
</tbody>
</table>

**FINANCIAL REPORTING**

<table>
<thead>
<tr>
<th>ITEM</th>
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<th>ANNUAL UPDATE (IF CHANGED; NOTIFY CSO IF UNCHANGED)</th>
<th>UPDATE WITHIN 10 BUSINESS DAYS OF ANY CHANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adopted Budget</td>
<td>Budget for new fiscal year; completed using ACOE template, with additional information as requested (i.e., special education)</td>
<td>1 week before July 1st deadline</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unaudited Actuals Report for Prior Fiscal Year</td>
<td>Report on prior year revenues and expenditures; completed using CDE template</td>
<td>1 week before September 15th CDE deadline</td>
<td></td>
<td></td>
</tr>
<tr>
<td>First Interim Report</td>
<td>Report on first period revenues and expenditures; completed using ACOE template, with additional information as requested (i.e., special education)</td>
<td>1 week before December 15th CDE deadline</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Second Interim Report</td>
<td>Report on second period revenues and expenditures; completed using ACOE template, with additional information as requested (i.e., special education)</td>
<td>1 week before March 15th CDE</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

All financial reports will include back-up information, as specified in the ACOE templates, and including, but not limited to:
- Electronic copy of Alternative Report & Attachments
- MYP Worksheet (for current and 2 subsequent years)
- Assumptions/Narratives Worksheet (current and 2 subsequent years)
- Statement of Cash Flow
- Supplemental Financial Reports (Monthly Statement of Activities and Balance Sheet)
- LCAP Expenditures
- Special Education Staffing and Revenue and Expenditure Report

<table>
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</tr>
</thead>
<tbody>
<tr>
<td>Independent Auditor Selection</td>
<td>Notification of independent auditor selected for annual audit</td>
<td>April 1st</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Audit</td>
<td>Annual independent financial audit</td>
<td>December 15th for prior fiscal year</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oversight Fees</td>
<td>Payment of invoice for oversight fees</td>
<td>Quarterly</td>
<td>Within 30 days of invoice</td>
<td></td>
</tr>
</tbody>
</table>

**CLOSURE PROCEDURES**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>DUE DATE</th>
<th>ANNUAL UPDATE (IF CHANGED; NOTIFY CSO IF UNCHANGED)</th>
<th>UPDATE WITHIN 10 BUSINESS DAYS OF ANY CHANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Procedures to Be Used in Event of School Closure</td>
<td>Plan for school closure, consistent with charter provisions</td>
<td>Effective date of Charter</td>
<td>August 1st</td>
<td></td>
</tr>
<tr>
<td>Identification of Point of Contact for Closure Activities</td>
<td>Name, phone, email, fax and postal address for primary contact in event of school closure</td>
<td>Effective date of Charter</td>
<td>August 1st</td>
<td></td>
</tr>
</tbody>
</table>

**REPORTS TO OTHER AGENCIES**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>DUE DATE</th>
<th>ANNUAL UPDATE (IF CHANGED; NOTIFY CSO IF UNCHANGED)</th>
<th>UPDATE WITHIN 10 BUSINESS DAYS OF ANY CHANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reports to Other State Agencies</td>
<td>Copies of all reports or documents that the Charter School is required to submit to any public agency in California, including Annual Charter School Information Survey, PENSEC, claims for facilities reimbursement to CSFA, etc.</td>
<td>When submitted to the state or other public agency</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
All information and documents listed below are to be posted on the Charter School’s website from the initial date specified in pre-opening conditions (Schedule C) throughout the term of the initial charter and all subsequent renewals. As noted in the table, some information and documents must be updated within ten (10) business days of the date changes are approved. All information and documents must be up-to-date as of September 30\textsuperscript{th} of each year.

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>TITLE</th>
<th>DESCRIPTION</th>
<th>UPDATE TO BE POSTED WITHIN 10 BUSINESS DAYS OF CHANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Charter School Information</td>
<td>School contact information</td>
<td>Name, phone, email and fax for school leader and office manager. Physical and mail address of school. Office hours.</td>
<td>√</td>
</tr>
<tr>
<td></td>
<td>Organization chart</td>
<td>Structure of organization from governing board to classroom teacher, including Charter Management Organization, if applicable.</td>
<td></td>
</tr>
<tr>
<td>Governance</td>
<td>Board roster</td>
<td>Names and email addresses of all board members, with terms of service, officers and committee assignments identified.</td>
<td>√</td>
</tr>
<tr>
<td></td>
<td>Board biographies</td>
<td>Brief summaries of the background and experience of board members</td>
<td>√</td>
</tr>
<tr>
<td></td>
<td>Board election process</td>
<td>Consistent with charter and bylaws, brief description of method for nominating and electing board members</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Board meeting schedule</td>
<td>Dates, times and locations for all regular meetings of the board for the fiscal year; include all standing committees; identify annual organizational meeting at which board members and officers are elected</td>
<td>√</td>
</tr>
<tr>
<td></td>
<td>Meeting agendas</td>
<td>Board and standing committee meeting agendas, at time of required posting (Brown Act)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Meeting minutes</td>
<td>Approved minutes of board and standing committee meetings</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Charter</td>
<td>Copy of approved charter (without appendices)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Articles of Incorporation</td>
<td>As submitted to the state</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bylaws</td>
<td>Latest version approved by the governing board</td>
<td>√</td>
</tr>
<tr>
<td></td>
<td>501(c)(3) tax-</td>
<td>Letter from IRS confirming approval of tax exempt</td>
<td></td>
</tr>
<tr>
<td>CATEGORY</td>
<td>TITLE</td>
<td>DESCRIPTION</td>
<td>UPDATE TO BE POSTED WITHIN 10 BUSINESS DAYS OF CHANGE</td>
</tr>
<tr>
<td>-------------------------</td>
<td>--------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>--------------------------------------------------------</td>
</tr>
<tr>
<td>exempt status</td>
<td>status</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Board Approved Policies</td>
<td>Conflict of Interest Policy</td>
<td>Conflict policy compliant with Charter and California Political Reform Act</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Special Education Policy</td>
<td>Including procedures compliant with IDEA and requirements of SELPA; consistent with Charter</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Rehabilitation Act §504 Policy</td>
<td>Procedures to ensure compliance with legal requirements; consistent with Charter</td>
<td></td>
</tr>
<tr>
<td></td>
<td>English Learner Policy</td>
<td>Procedures to ensure compliance with legal requirements, including identification, placement and reclassification; consistent with Charter</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Complaint and/or Dispute Resolution Policy</td>
<td>Including procedures and forms; must include Uniform Complaint Procedure; may include other forms and systems established by school</td>
<td>√</td>
</tr>
<tr>
<td>Administration</td>
<td>Staff Roster</td>
<td>List of current teachers, aides, coaches and other student services personnel with current assignments</td>
<td>√</td>
</tr>
<tr>
<td></td>
<td>Health and Safety Plan</td>
<td>School site plans addressing campus safety, disaster preparedness, student health and wellness; including information on immunizations, health screenings and school meal program</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Student, Parent, and/or Family Handbook</td>
<td>Materials provided to student and families regarding school operations; must include information on suspension/expulsion policy</td>
<td>√</td>
</tr>
<tr>
<td></td>
<td>Notices to Parents/Guardians</td>
<td>Copies of all mandated notices to parents and guardians, including those required under NCLB and other applicable law (examples: Title I, Title III, special education, etc.)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>School Closure Procedure</td>
<td>Plan for school closure, consistent with charter provisions</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Memorandum of Understanding</td>
<td>Copy of current signed MOU with ACOE and ACBE</td>
<td></td>
</tr>
<tr>
<td>Audit</td>
<td></td>
<td>Most recent independent audit</td>
<td></td>
</tr>
<tr>
<td>Student Admission and Enrollment</td>
<td>Admission and Enrollment Procedures</td>
<td>Description of process for admission and enrollment of students, consistent with Charter, and including dates for receiving applications and conducting lottery</td>
<td>√</td>
</tr>
<tr>
<td></td>
<td>Application Form</td>
<td>Current downloadable or on-line form to apply for admission to the school</td>
<td>√</td>
</tr>
<tr>
<td></td>
<td>Required Enrollment Documents</td>
<td>List of information and documents required to complete enrollment of admitted students</td>
<td>√</td>
</tr>
<tr>
<td>Educational Program</td>
<td>School Accountability</td>
<td>Most recent SARC</td>
<td></td>
</tr>
<tr>
<td>CATEGORY</td>
<td>TITLE</td>
<td>DESCRIPTION</td>
<td>UPDATE TO BE POSTED WITHIN 10 BUSINESS DAYS OF CHANGE</td>
</tr>
<tr>
<td>----------</td>
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<td>-------------</td>
<td>------------------------------------------------------</td>
</tr>
<tr>
<td>Report Card</td>
<td>Local Control and Accountability Plan</td>
<td>Most recent LCAP or annual update</td>
<td></td>
</tr>
<tr>
<td>Academic Calendar</td>
<td></td>
<td>Current calendar of holidays and school days for the fiscal year</td>
<td>√</td>
</tr>
<tr>
<td>Daily/Weekly Class Schedule</td>
<td></td>
<td>Current schedule of class periods on daily and weekly basis, with arrival and dismissal times for regular and early release days</td>
<td>√</td>
</tr>
<tr>
<td>Accreditation: High Schools Only</td>
<td></td>
<td>Documentation of current status of WASC accreditation</td>
<td></td>
</tr>
<tr>
<td>A-G Approved Courses: High Schools Only</td>
<td></td>
<td>List, with short descriptions, of current courses approved as A-G for UC/CSU eligibility</td>
<td></td>
</tr>
</tbody>
</table>
The conditions under which the Charter was granted were specified in the adopted motion of the Alameda County Board of Education approving the charter. Should the County Board determine that the Non-Profit has failed to comply with Item 1, the action granting the Charter shall be nullified and the Charter deemed not to have been granted. Failure to comply with conditions 2, 3 and 4 shall be considered grounds for revocation of the charter.

<table>
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<tr>
<th>ITEM</th>
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</tr>
</thead>
<tbody>
<tr>
<td>1. MOU</td>
<td>Finalize a Memorandum of Understanding (MOU) among Oakland Unity Middle School, the County Board of Education and the County Superintendent.</td>
<td>February 12, 2019</td>
</tr>
<tr>
<td>2. Outreach Plan</td>
<td>Oakland Unity Middle School will provide an expanded student outreach plan for review by ACBE. Submission of detailed student and staff recruitment plans, including outreach activities, timelines, responsible individuals, and resources, designed to achieve a racial/ethnic balance of students, staff and board, comparable to that found in the community in which the school is to be located.</td>
<td>March 15, 2019</td>
</tr>
</tbody>
</table>
The conditions under which the Charter was granted were specified in the adopted motion of the Alameda County Board of Education approving the charter. Should the County Board determine that the Non-Profit has failed to comply with Item 1, the action granting the Charter shall be nullified and the Charter deemed not to have been granted. Failure to comply with condition 2 shall be considered grounds for revocation of the charter.

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<th>DUE DATE</th>
<th>STATUS</th>
</tr>
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<tbody>
<tr>
<td>1. MOU</td>
<td>Finalize a Memorandum of Understanding (MOU) between Oakland Unity Middle School, the Alameda County Office Board of Education (ACOE Board) and Superintendent.</td>
<td>February 12, 2019</td>
<td>Completed</td>
</tr>
<tr>
<td>2. Outreach Plan</td>
<td>Oakland Unity Middle School will provide an expanded student outreach plan for review by ACOE Board. Submission will include detailed student and staff recruitment plans including outreach activities, timelines, responsible individuals, and resources, designed to achieve a racial/ethnic balance of students, staff and board, comparable to that found in the community in which the school is to be located.</td>
<td>March 15, 2019</td>
<td>Submitted on 2/19/19</td>
</tr>
</tbody>
</table>
Memorandum No. - 8.  

Meeting Date: 5/14/2019

TO:  
Alameda County Board of Education

FROM:  
L. Karen Monroe, Superintendent of Schools

RE:  
Final Approval of MOU for Epic Charter School

Background:

The Board will consider approving the Memorandum of Understanding (MOU) for Epic Charter School.

Action Requested:

INFORMATION/ ACTION

The Board will consider approving the Memorandum of Understanding (MOU) for Epic Charter School.

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Backup Material</td>
<td>Epic Charter School MOU</td>
</tr>
<tr>
<td>☐ Backup Material</td>
<td>Schedule D Update</td>
</tr>
<tr>
<td>☐ Backup Material</td>
<td>ACOE Feedback to Epic</td>
</tr>
</tbody>
</table>
Charter School Memorandum of Understanding

Between Alameda County Board of Education,

County Superintendent of Schools/Office of Education,

And

Epic Charter School

May 14, 2019
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<thead>
<tr>
<th></th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>30.</td>
<td>Non-Assignment</td>
<td>19</td>
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<tr>
<td>31.</td>
<td>Amendment and Waiver</td>
<td>19</td>
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<tr>
<td>32.</td>
<td>Captions and Section Headings</td>
<td>19</td>
</tr>
<tr>
<td>33.</td>
<td>Notification</td>
<td>19</td>
</tr>
<tr>
<td>34.</td>
<td>Entire Agreement; Counterparts</td>
<td>20</td>
</tr>
</tbody>
</table>
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into this May 14, 2019 by, between and among the Alameda County Board of Education (hereinafter "County Board") Alameda County Superintendent of Schools/Office of Education (hereinafter "ACOE"), and Education for Change, (hereinafter referred to as "Non-Profit"). Hereinafter, the County Board, the ACOE, and Non-Profit shall be collectively referred to as "the Parties."

1. Purpose of Memorandum of Understanding

1.1. The State of California enacted the Charter Schools Act of 1992 (hereinafter "The Act") authorizing the formation of charter schools with the intent that the schools improve student learning through a variety of means, including increased learning opportunities, innovative teaching methods, performance-based accountability, and expanded choice for parents within the public school system. The Act authorizes the County Board to grant charter petitions under specified circumstances.

1.2. The County Board has approved a charter petition appeal (hereinafter “the Charter”) for the Non-Profit for the operation of Epic Charter School (hereinafter “the Charter School”). Unless otherwise stated, for the purposes of this MOU, the terms Charter School and Non-Profit may be used interchangeably, with the duties and responsibilities of the Charter School and Non-Profit being the same under this Agreement.

1.3. Non-Profit is a California non-profit public benefit corporation which manages and operates the Charter School. Non-Profit is responsible for the Charter School’s compliance with the terms of the Charter and with this MOU.

1.4. All Parties agree that no single party to this Agreement waives any of the rights, responsibilities and privileges established by the Charter Schools Act of 1992 that may change from time to time during the term of this MOU.

1.5. To the extent permitted by applicable law, the County Board has, by agreement with the County Superintendent, delegated its obligations to oversee the Charter School, whether arising at law, by the terms of Non-Profit's Charter, by this MOU, or from any other source, to the ACOE; and in connection with the said delegation, the ACOE shall report periodically to the County Board.

1.6. The fundamental interest of the ACOE is, on a continuing basis, to be reasonably assured that Non-Profit is: 1) implementing the provisions of the Charter as approved; 2) obeying all requirements of federal, state, and local law that apply to the Charter School; 3) operating prudently and soundly in all respects; and 4) providing a sound education for the Charter School’s students.

1.7. The Parties recognize that there are many matters related to the operation of the Charter School and the effective oversight of Non-Profit, which go beyond the provisions included in Non-Profit’s Charter or need further clarification. ACOE also acknowledges that the operation of the Charter School is to be solely carried out by Non-Profit. This MOU is intended to address those matters that have not been covered in the Charter and to provide guidance on the oversight policies and procedures of ACOE. Further, this MOU is intended to...
outline the Parties’ agreements governing their respective fiscal and administrative responsibilities and their legal relationships.

1.8. The Parties recognize and agree that Non-Profit shall not charge tuition, shall be nonsectarian, and shall be open to all students regardless of religion, ethnicity, national origin, gender, gender identity, gender expression, sexual orientation (whether perceived or actual), or disability and those provisions of non-discrimination shall apply as well to employment.

2. Term of the Memorandum of Understanding

2.1. This Memorandum of Understanding (MOU), provided it is fully executed by all parties, shall cover the term of the Charter five (5) fiscal years commencing on July 1, 2019, and ending on June 30, 2024 ("Term"). This MOU will automatically expire upon the expiration or revocation of the Charter.

2.2. The MOU is subject to early termination only as set forth in this MOU or as otherwise permitted by law. Renewal of the Charter and this MOU shall be based, in part, on compliance with the terms set forth in this Agreement, ACOE policy, and applicable law.

2.3. This MOU between and among the County Board, ACOE, and Non-Profit shall include Schedules A, B, C and D.

2.4. Any modification of this MOU must be made in accordance with Section 31: Amendment and Waiver.

3. Operation of Charter School

3.1. Charter School is a public charter school that shall be operated pursuant to the Charter, plus any specific conditions approved. The Charter was granted by the County Board on January 22, 2019.

3.2. Charter School is authorized to operate with grades 6 through 8. Charter School will serve an enrollment of approximately 345 students through the Term, as projected in the Charter.

3.3. The Parties acknowledge that the provisions of the Charter and this MOU are not intended to conflict. However, in the event of a conflict between the law and terms of this MOU, the law shall prevail, and any such conflicting terms shall be severed from this Agreement and nullified. To the extent that this MOU is inconsistent with any of the terms of the Charter, the terms of this MOU shall supersede the terms of the Charter, unless otherwise agreed in writing by the Parties. The Parties further agree to jointly make any modification to this MOU or the Charter needed to effectuate changes in state or federal laws following the execution of this MOU.

4. Governance and Management

4.1. The Charter School will operate consistent with Cal. Ed. Code §47604(a). Non-Profit acknowledges, as is stated in its Charter, that it is a separate legal entity and neither the County Board nor the ACOE are liable for the debts and obligations of Non-Profit or the Charter School as per Cal. Ed. Code §47604(c).
4.2. The Parties further recognize that consistent with the Charter, Non-Profit has obtained and maintains status as a non-profit, public benefit corporation as provided in Cal. Ed. Code §47604.

4.3. The County Board reserves the right to appoint a representative to the Non-Profit Board of Directors in accordance with Cal. Ed. Code §47604 (b).

4.4. Non-Profit agrees to comply at all times with laws which generally apply to public agencies and to comply with applicable federal or state laws (which may be amended from time to time), including but not limited to the following:

- The California Public Records Act (Cal. Gov. Code, §§ 6250 et seq.);
- State conflict of interest laws applicable to charter schools operated by nonprofit corporations, including but not limited to the Political Reform Act/Fair Political Practices Act (Gov. Code, §§87100 et seq.);
- The Child Abuse and Neglect Reporting Act (Cal. Penal Code, §§ 11164 et seq.);
- The Individuals with Disabilities Education Act (“IDEA”) (20 U.S.C. §1400 et seq.);
- The Americans with Disabilities Acts (42 U.S.C. §§ 12101 et seq.);
- The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;
- The California Fair Employment and Housing Act (“FEHA”) (Cal. Gov. Code, §§12900 et seq.);
- The Age Discrimination in Employment Act (“ADEA”) (29 U.S.C. §§ 621 etseq.);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 794 et seq.);
- Education Code Sections 220 (prohibiting discrimination) et seq.;
- The Uniform Complaint Procedure (5 Cal. Code Regs., tit. 5, §§ 4600 et seq.);
- The Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. §§ 1232g et seq.);
- Local Control Funding Formula (California Assembly Bill 97, as codified); and
- All applicable state and federal laws and regulations concerning the improvement of student achievement.

4.5 Non-Profit agrees that all of its records that relate in any way to the operation of the Charter School, including those submitted to ACOE, shall be treated as public records subject to the requirements of the Public Records Act, as well as Cal. Ed. Code §47604.3.

5. Required Documentation

5.1. Non-Profit shall provide ACOE with the documents listed and described in Schedule A, attached and incorporated herein by reference, by the dates specified therein.

5.2. Non-Profit shall provide up-to-date versions of all Schedule A documents by August 1st of each year of the Term, or as otherwise specified in Schedule A.

5.3. In the event of a change in the documents specified here and in Schedule A, an updated version shall be submitted within ten (10) business days of the date the change is approved by the Non-Profit Board of Directors:

- Articles of Incorporation
- Bylaws
- Conflict of Interest Policy
- Roster of Non-Profit Board of Directors
5.4. Non-Profit shall promptly respond to all reasonable inquiries by the ACOE, County Board, the Superintendent of Public Instruction, their respective designees and any other agency they authorize, including but not limited to financial inquiries to the Charter School, and shall consult with the County Superintendent or his/her designee regarding any inquiries as per Cal. Ed. Code §47604.3.

6. Public Information: Website Posting

6.1. Non-Profit shall post on the Charter School’s website the documents listed and described in Schedule B, attached and incorporated herein by reference, by the dates specified therein.

6.2. Non-Profit will promptly update the postings whenever the information changes, in no event later than ten (10) business days after the change.

7. Governing Board Activities

7.1. The Board of Directors of Non-Profit shall conduct public meetings at such intervals as are necessary to ensure that the board is providing sufficient direction to Non-Profit and the Charter School through implementation of effective policies and procedures. Board meetings of Non-Profit will be conducted in keeping with the requirements of the Ralph M. Brown Act (Cal. Gov. Code §§54950, et seq.),(the “Brown Act”).

7.2. Non-Profit ensure that all members of the Board of Directors of Non-Profit, the Charter School leader, the Charter School primary financial contact, and any other Charter School staff deemed appropriate by Non-Profit, have participated in training on the requirements of the Brown Act and the Political Reform Act / Fair Political Practices Act. Verification of such training shall be provided as specified in Schedule A.

7.2.1. All agendas shall be provided to the ACOE electronically in advance of the board meeting when posted, and such posting shall be in conspicuous physical location/s, including all school sites and Non-Profit offices, and on Charter School’s website, in accordance with the Brown Act.

7.2.2. Approved minutes of each Board of Directors meeting shall be provided to the ACOE within two (2) business days of approval, as specified in Schedule A. Approved minutes shall be posted as specified in Schedule B.

7.2.3. Non-Profit board meeting agendas and minutes shall be maintained for public inspection at the designated office of Non-Profit during normal business hours and shall be made available promptly upon request in hard copy at all locations of the Charter School.

7.2.4. If Non-Profit makes audio or video recordings of its meetings, Non-Profit shall ensure recordings are accessible on or through their website within two (2) days of the meeting, as specified in Schedule A.
8. Human Resources Management

8.1. Non-Profit is deemed the exclusive employer of the employees of the Charter School for the purposes of the Educational Employee Relations Act (EERA) under Cal. Gov. Code §3540, et. seq. Non-Profit will have sole responsibility for employment, management, dismissal, and discipline of its employees.

8.2. Non-Profit shall distribute a copy of its employee handbook to each employee at the Charter School each year. At a minimum, the handbook shall include a statement that Non-Profit is the exclusive employer of employees and has sole responsibility for employment, management, dismissal, and discipline of its employees. It shall also include specific expectations for employee performance and behavior, any due process rights of employees related to disciplinary actions (including termination), compensation and benefit information, and a description of both informal and formal complaint procedures that employees may pursue in the event of disagreements. Such handbook shall be provided to ACOE and posted on the Charter School’s website, as provided in Schedules A and B.

8.3. At all times during the Term of the Charter, Non-Profit employees at the Charter School, parent volunteers who will be performing services with Non-Profit students that are not under the direct supervision of a certificated teacher, and all vendors having unsupervised contact with Non-Profit students will submit to background checks and fingerprinting in accordance with Cal. Ed. Code §45125.1. Non-Profit will provide certification to ACOE that all employees, and volunteers/vendors (as applicable) have cleared a criminal records check through the Department of Justice ("DOJ") and the Federal Bureau of Investigation ("FBI") prior to their having any unsupervised contact with students.

8.4. Non-Profit shall maintain on file and have available for inspection during site visits, evidence that it has performed criminal background checks for all employees and documentation certifying that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students.

8.5. As specified in Schedule A, Non-Profit shall provide the ACOE with proof that all of the Charter School’s teachers hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which teachers in other public schools are required to hold, except as otherwise exempted. Non-Profit will have documentation on file (for inspection upon request) of its teachers’ credentials.

8.6. If Non-Profit offers employees of the Charter School the opportunity to participate in STRS or PERS, Non-Profit shall be responsible for contracting with a third party for reporting purposes. Such arrangements must be made in writing with the third party prior to the hiring of any employee.

9. Charter School Students

9.1. The Parties recognize and agree that the Charter School will be open to all students. The Charter School shall adopt and adhere to anti-discrimination policies that are consistent with law and prohibit unlawful discrimination against any protected group. Protected groups put forth under Title IX and in California are enumerated by Cal. Gov. Code §12940, Cal. Ed. Code §§200 and 220, Cal. Gov. Code §11135, and include actual or perceived sex, sexual orientation, gender, gender identity, gender expression, ethnicity, race, ancestry, national origin, religion, color, mental or physical disability, genetic condition or information, and age, as well as association with a member of a protected class.
Additionally, it is the policy of the State of California, pursuant to Section 200 that all persons should enjoy freedom from discrimination and/or harassment of any kind in the educational institutions of the state. This includes sexual harassment, which is a form of sexual discrimination (Cal. Ed. Code §231.5).

9.2. Non-Profit shall make a serious and consistent effort to recruit students to Charter School to achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the school district in which Charter School is located.

9.3. If a Charter School student is expelled or leaves the charter school without graduating or completing the school year for any reason, Charter School shall notify the superintendent of the student’s last known school district within 30 days (pursuant to Cal. Ed. Code §47605(d)(3)), and shall maintain records of such notifications during the Term of this Agreement for ACOE review upon request.

9.4. To the extent necessary to discharge its reasonable supervisorial oversight activities, the Charter School hereby designates the employees of ACOE as having a legitimate educational interest such that they are entitled upon request to access to the Charter School’s education records under the Family Education Rights and Privacy Act (“FERPA”) and related state laws regarding student records. ACOE, Charter School, and their offices and employees shall comply with FERPA and state laws regarding student records at all times.

10. Required Disclosures

10.1. Non-Profit shall notify ACOE within five days of any pending or actual litigation and/or claim from any party or notice of potential infraction, criminal or civil action against Non-Profit, the Charter School or any employee, agent or volunteer that may involve or affect Non-Profit or the Charter School. In addition, Non-Profit shall immediately notify ACOE of any request for information by any governmental agency about the Non-Profit or the Charter School.

10.2. ACOE shall notify Non-Profit within five days of any pending or actual litigation and/or claim from any party or notice of any potential litigation and/or claim against ACOE, the County Board, Non-Profit or the Charter School, that may involve or affect Non-Profit or the Charter School. In addition, the ACOE shall immediately notify Non-Profit of any request for information by any governmental entity about Non-Profit or the Charter School.

10.3. If Non-Profit seeks any loans or advance receipt of funds for the Charter School, it shall establish a fiscal plan for repayment in advance of receipt of such loans. Non-Profit shall provide advance written notice to the County Board and the ACOE specifying its intent to apply for a loan for the Charter School. Advance notice shall include a description of the need for the loan, its terms, and the plan for repayment, including a cash flow schedule. If a loan is received, Non-Profit shall, at the time of deposit of any sums which are loans to Non-Profit for the Charter School, provide ACOE with the loan documents, minutes of Non-Profit Board meetings at which such loan was approved, plan for repayment and updated cash flow schedule. The Non-Profit will provide the same information in the same manner for loans and/or advancement of funds made internally by the Non-Profit to the Charter School.

11. Insurance and Risk Management

11.1. Non-Profit shall procure from an insurance carrier licensed to do business in the State of California or a qualified joint power authority (“JPA”) registered with the California
Department of Industrial Relations, and keep in full force during the term of the Charter, at least the following insurance coverage for itself and the Charter School:

11.1.1. Property Insurance – against fire, vandalism, malicious mischief and such other perils as are included in “special form” coverage insuring all of Non-Profit’s trade fixtures, furnishings, equipment and other personal property. The property policy shall include ‘extra expense’ coverage and shall be in an amount not less than 100% of the replacement value.

11.1.2. Commercial General Liability -- In an amount not less than two million dollars ($2,000,000) per occurrence and five million dollars ($5,000,000) in total general liability insurance for bodily injury (including death), property damage and personal and advertising injury arising out of or connected to the Non-Profit’s premises and operations. Non-Profit shall also maintain errors and omissions/educators legal liability, sexual abuse and molestation coverage, and employment practices liability of Non-Profit, its governing board, officers, agents, or employees of the Charter School with limits of not less than the amount stated above. The amount of total general liability insurance required shall increase to seven million, five hundred thousand dollars ($7,500,000) when the Charter School’s ADA (as reported at P-Annual) exceeds 1,000. The deductible per occurrence for said insurance coverage stated herein shall not exceed twenty thousand dollars ($20,000).

11.1.3. Workers’ Compensation -- In accordance with the provisions of the California Labor Code, insurance adequate to protect Non-Profit from claims under Workers’ Compensation Acts which may arise from its operation of the Charter School, with statutory limits, and Employer's Liability coverage with limits of not less than one million dollars ($1,000,000) per accident or disease.

11.1.4. Automobile Insurance – for all owned (if applicable), non-owned, borrowed, leased or hired automobiles in an amount of not less than one million dollars ($1,000,000) per accident.

11.2. In addition, Non-Profit shall institute a risk management plan, including policies and practices to address reasonably foreseeable occurrences, and will provide ACOE with such plan and with annual certification that such policies and practices have been instituted at the Charter School, as specified in Schedule A.

11.3. All liability insurance policies required under this section shall be endorsed to name the County Board, and ACOE and its employees and agents as additional insureds and that such insurance policy(ies) shall be primary and any insurance or self-insurance maintained by ACOE, the County and/or its employees shall not be required to contribute with it.

11.4. Non-Profit shall provide evidence of all applicable insurance coverage, with additional insured endorsements, to ACOE (as specified in Schedule A) and will instruct the insurance carrier(s) to inform the ACOE immediately if the coverage is reduced or becomes inoperative for any reason. The ACOE may request to see evidence of insurance coverage during site visits.

12. Hold Harmless

12.1. Non-Profit and the Charter School shall hold harmless, defend, and indemnify the County Board, ACOE, its officers, agents and employees, from every liability, claim, or demand
which may be made by reason of (1) any injury to volunteers; and (2) any injury to person or property sustained by any person, firm, or corporation caused by any intentional or negligent act or omission of Non-Profit and/or the Charter School, its officers, employees or agents. In cases of such liabilities, claims, or demands, Non-Profit, at its own expense and risk, shall defend with legal counsel satisfactory to ACOE all legal proceedings which may be brought against the County Superintendent, the County Board, ACOE and its officers and employees (who will cooperate fully with Non-Profit’s attorneys and insurance carriers), and shall satisfy any resulting judgments up to the required amounts that may be rendered against any of them. This indemnity and hold harmless provision shall exclude actions brought by third persons against the County Superintendent, the County Board, ACOE or their officers and employees arising out of the gross negligence or intentional acts, errors, or omissions of the County Superintendent, the County Board, ACOE or their directors, employees, officers and agents.

12.2. ACOE and the County Board shall hold harmless, defend, and indemnify Non-Profit and/or the Charter School, its board, officers, agents and employees, from every liability, claim or demand which may be made by reason of (1) any injury to volunteers; and (2) any injury to person or property sustained by any person, firm, or corporation caused by any intentional or negligent act or omission of the County Superintendent, the County Board, or ACOE, its officers, employees or agents. In such cases of such liabilities, claims, or demands, ACOE and/or County Board, at its own expense and risk, shall defend with legal counsel satisfactory to Non-Profit all legal proceedings which may be brought against Non-Profit, its board, officers, and employees, who will cooperate fully with the County Board and/or ACOE, its officers and employees, attorneys and insurance carriers and shall satisfy any resulting judgments up to the required amounts that may be rendered against any of them. This indemnity and hold harmless provision shall exclude actions brought by third persons against Non-Profit and/or the Charter School arising out of the gross negligence or intentional acts, errors, or omissions of Non-Profit, its board, directors, employees, officers and agents.

13. Facilities

13.1. It is understood and agreed that the County Board and/or the ACOE have no obligation to provide facilities to Non-Profit for the Charter School. If Non-Profit seeks facilities for the Charter School from a district in which it intends to locate under Proposition 39 (Cal. Ed. Code §47614), it shall follow applicable statute and regulations regarding submission of such a request to a district. As provided in Schedule A, Non-Profit shall provide a copy of each Proposition 39 request for the Charter School to ACOE at the time of submitting its request to any school district, along with any documentation of subsequent steps in the process as described in implementing regulations at 5 CCR §§11969.1 et seq., whether produced by Non-Profit or the district.

13.2. Non-Profit shall ensure that the Charter School’s facility is located in an area that is properly zoned for operation of a school and that has received a conditional use permit, and that has been cleared for student occupancy by all appropriate local authorities. All facilities must meet all applicable health and fire code requirements and zoning laws. Non-Profit will furnish the ACOE, as provided in Schedule A, with all local approvals (Cal. Ed. Code §47610(d)) including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections and approved zoning variances. The Charter School cannot...
exempt itself from applicable local zoning or building code ordinances.

13.3. ACOE may conduct a site review to determine that the facilities are clean, safe, Americans with Disabilities Act (ADA) compliant, and have the necessary local approvals to operate.

13.4. In the event that the Charter School seeks to open an additional school site (whether for classroom or non-classroom based instruction), Non-Profit will submit a request for a material revision of its Charter to the County Board for approval, pursuant to Section 23 of this MOU. Approval must be obtained before any additional school sites can begin operation.

14. Food Service and Transportation

14.1. Charter School shall provide for each needy pupil, one nutritionally adequate free or reduced-price meal during each school day, as described under Cal. Ed. Code §49550. Needy children shall be defined as those children who meet federal eligibility criteria for free and reduced price meals as defined in Cal. Ed. Code §49531.

14.2. Non-Profit shall be responsible for any and all transportation offered by Non-Profit to students who enroll in the Charter School, including but not limited to any and all transportation required in any student Individuals with Disabilities Education Act (IDEA) Individualized Education Program (“IEP”) or Section 504 Plan.

15. Accountability for Academic Performance

15.1. Non-Profit shall comply with and adhere to the state requirements for participation and administration of all state mandated tests for the Charter School.

15.2. The Charter School shall comply with Cal. Ed. Code §47606.5 (regarding Local Control Accountability Plans), as that statute may be amended from time to time, as well as its implementing regulations, if any. The Charter School’s annual adopted Local Control Accountability Plan (“LCAP”) shall be provided to the County by as specified in Schedule A.

15.3. The Parties hereby agree that the Charter School is accountable for pupil outcomes identified in the Charter. Pursuant to provision 23.2 of this MOU, targets for English Language Arts, Math, chronic absence rates, and suspension rates are revised in the Charter to reflect those in Exhibit E of this MOU. At the request of ACOE, Non-Profit shall present updates and reports regarding the Charter School’s pupil outcomes to the Alameda County Board of Education during the year. It is also the intent of both parties to adopt a framework of common metrics; a school performance framework (SPF) that will apply to the Charter School as well as the other charter schools authorized by the County.

16. Services for Students with Disabilities

16.1. At all times during the Term of the Charter and this MOU, Non-Profit shall act as its own local education agency (“LEA”) in a Special Education Local Planning Area (“SELPA”), or as a duly constituted SELPA approved by the State of California. As specified in Schedule A, Non-Profit shall provide ACOE with a copy of the Local Plan and documentation of the status of the Charter School as an LEA in good standing with a state-approved SELPA or as a state-approved SELPA.

16.2. Non-Profit and/or the Charter School shall assume all responsibility, including but not limited to full financial responsibility, for the implementation of student plans and provision
of educational services under Section 504 of the Rehabilitation Act, for all students who are enrolled in the Charter School.

16.3. Non-Profit may contract with any school district or other qualified organization for other services on behalf of the Charter School, provided that such are at no cost to the County Board and/or ACOE. Written agreements shall be authored to specify such services and costs. It is further recognized that Non-Profit and/or the Charter School may contract with a SELPA, employ its own staff and/or contract with other vendors to deliver services required by the IEPs and/or Section 504 Plans of students enrolled in the Charter School and as otherwise required by applicable state and federal laws.

16.4. As specified in Schedule A, Non-Profit shall provide special education revenue and expense schedules to the ACOE as back-up to required regular financial reports. To the extent that the delivery of Section 504 and/or special education services and adherence to Section 504 and special education laws have costs in excess of revenue allocated to the Charter School for such purposes, Non-Profit and the Charter School shall be responsible for any and all such costs related to students of the Charter School.

16.5. Non-Profit and the Charter School agree to fully and promptly comply with any reasonable requests for information made by the ACOE with regard to special education services and individual students at the Charter School. The ACOE may establish regular meetings with Non-Profit special education coordinator for purposes of reviewing special education and/or Section 504 compliance. The ACOE may also take action to monitor the Charter School to ensure that special education and/or Section 504 services are being provided as required by law and applicable SELPA policy.

16.6. Non-Profit agrees to defend with legal counsel satisfactory to ACOE and to hold harmless the County Board, the County Superintendent, the Alameda County Office of Education, and each of their officers, directors, agents and employees, from and against any and all costs, including attorney’s fees, and/or awards related to complaints, due process hearings, mediations or any and all forms of litigation relating to special education and/or Section 504 matters involving a student’s enrollment, services and/or attendance at the Charter School. This indemnification shall exclude any matters which relate to the enrollment or attendance of a student in an ACOE program, unless the student’s enrollment or attendance in such program was through a contract with Non-Profit.

16.7. Non-Profit acknowledges that its failure to provide any Section 504 and/or special education services for students as required in their Section 504 Plans and IEPs may constitute a material violation of the conditions, standards and procedures set forth in the Charter and this MOU, as well as violation of applicable law which may be sufficient to support the County Board’s revocation of Non-Profit’s Charter pursuant to Cal. Ed. Code §47607.

16.8. Non-Profit shall develop, maintain, and implement policies and procedures to ensure that eligible students with disabilities are properly identified, assessed by qualified assessors and IEPs or 504 Plans for the students are properly established, implemented and complied with such that a Free and Appropriate Public Education (“FAPE”) in the Least Restrictive Environment (“LRE”) is provided in accordance with state and federal law. Such policies shall, as specified in Schedule A, be provided to ACOE.

17. Independent Study

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

17.2. If the Charter School provides instruction through independent study on more than an incidental basis, it shall comply with all requirements of statute applicable to independent study in charter schools, including Cal. Ed. Code §§51745, et seq.), and applicable regulations.

18. Funding

18.1. The Charter School shall be direct funded in accordance with Cal. Ed. Code §§47630 et seq. Charter School is eligible for a general-purpose entitlement and supplemental funding allocated through the Local Control Funding Formula (“LCFF”) under Cal. Ed. Code §§42388 and 47651(a)(1) et seq. It shall be the responsibility of the Charter School to apply for funding beyond the basic statutory entitlements of the base grant due to the Charter School under LCFF.

18.2. The Parties specifically agree that it is not the responsibility of the ACOE to provide funding in lieu of property taxes to Non-Profit for the Charter School.

18.3. In the event that the County Board seeks and receives a voter approved bond, parcel tax, etc., the Charter School and/or Non-Profit shall have no entitlement to any portion of the funds unless otherwise negotiated in advance and agreed to in writing. The Parties shall meet sufficiently in advance of any action by the ACOE to pursue such measures so as to advise Non-Profit and to determine the positions of the Parties. Non-Profit agrees that it and the Charter School have no entitlement to funds currently being received, if any, by the County Board and/or the ACOE under former parcel tax or bond elections.

18.4. Non-Profit is to operate the Charter School in a financially sound fashion. It is agreed that all loans sought by Non-Profit for the Charter School shall be authorized in writing in advance by Non-Profit and shall be the sole responsibility of Non-Profit. Notification of loans shall be provided pursuant to Section 10 of this MOU. In no event shall the County Board and/or the ACOE have any obligation for repayment of such loans.

18.5. The ACOE shall not advance any funds to Non-Profit for the Charter School. In addition, the ACOE shall not act as or provide a line of credit to Non-Profit for the Charter School.

18.6. The Parties agree that neither the ACOE nor the County Board shall act as fiscal agent for Non-Profit or the Charter School. It is agreed that Non-Profit shall be solely responsible for all fiscal services for the Charter School such as payroll, purchasing, attendance reporting, and completion and submission of state budget forms. ACOE shall process and transfer to Non-Profit all payments received by the ACOE for the Charter School in a timely fashion.

18.7. To the extent that Non-Profit wishes to contract with the ACOE for any services to the Charter School beyond those specified in this agreement, a separate written contract with the ACOE shall be required and the costs of such services paid in full by Non-Profit.

18.8. Non-Profit and the Charter School will use all revenue received from state and federal sources only for the educational services of Non-Profit and the Charter School and for the benefit of the students enrolled and attending the Charter School. Sources of funding must be used in accordance with applicable state and federal statutes, and the terms or
19. Attendance Reporting

19.1. Non-Profit shall use commercially available attendance accounting software (such as Power School, SASI, etc.) for student attendance accounting at the Charter School. Non-Profit on behalf of the Charter School shall submit enrollment and attendance data as required to receive apportionment of funding according to the deadlines specified in Schedule A. ACOE staff will review and certify the accuracy of the Charter School’s attendance data submitted by Non-Profit only when all documentation has been submitted and is accurate. Attendance data submitted without the requisite detail will not be processed and may result in a delay of funding to the Charter School.

19.2. Non-Profit shall make available to ACOE on request all back up attendance documents. Non-Profit shall, as specified in Schedule A, submit monthly summary reports, due the 15th of every month, of enrollment and average daily attendance (“ADA”).

19.3. Monthly site-based attendance sheets, signed and dated by teachers, and evidence of contact made with parents when students are absent from school, e.g. parent contact log, absence log, etc., shall be maintained by Non-Profit, and may be reviewed by ACOE during site visitations.

20. Financial Reporting

20.1. Non-Profit is required by Cal. Ed. Code §47604.33 to submit periodic financial reports of revenues, expenditures, and reserves. In order to meet statutory timelines for financial reporting, Non-Profit shall submit such reports to ACOE for review, using the state software or the Charter School Alternative Reporting form, as specified in Schedule A. Specified back-up information shall be consistently provided for each reporting period. Any significant changes in the budget or interim reports from one reporting period to the next must be explained in writing. The ACOE may request additional information, as necessary, to evaluate the fiscal condition of the Charter School. Non-Profit shall also timely respond to all inquiries from ACOE and shall provide all documents and additional information, as necessary to evaluate the fiscal soundness, operations, and governance of all other non-profit and for-profit corporate entities affiliated with Non-Profit as may be providing services to the Charter School or controlling the assets of Non-Profit, including but not limited to documents and information related to the management, fiscal, personnel, procurement, facilities operations, facilities financing, and programmatic services of the Non-Profit and, in regard to information or documents that may reasonably impact the assets of the Charter School or Non-Profit, such affiliated entities, in accordance with Education Code Section 47604.3, and shall fully cooperate with any investigation into their operations conducted by ACOE pursuant to Education Code Section 47604.4.

20.2. The Parties agree that maintenance of a sufficient level of funding reserve is in the best interest of the Charter School and its successful operation. Accordingly, Non-Profit shall maintain reserves of no less than three percent (3%) for the Charter School based upon the total expenditures and other uses of Non-Profit’s Adopted Budget for the fiscal year. An explanation of any projected drop in reserves below the three percent (3%) level must be included in the assumptions.

21. Annual Audit

21.1. As specified in Schedule A, Non-Profit shall submit an annual independent financial audit in
accordance with Cal. Ed. Code §§47605.6(m) or §§47605(m), as applicable, to the State Controller's Office, the ACOE, and the California Department of Education (“CDE”) no later than December 15th of each year. In order for Non-Profit to receive a favorable recommendation for renewal, corrective action plans shall have been implemented in a timely manner to the satisfaction of the ACOE for any findings or exceptions identified in each annual audit, such that there are no continuing prior year findings or deficiencies identified in the following year. The audit shall be conducted by an auditor from the list approved by the State Controller’s Office. ACOE shall be notified of Non-Profit’s selection of an auditor, as specified in Schedule A.

21.2. In addition to Non-Profit’s financial statements for the Charter School, the audit shall include, as applicable, but not be limited to, review of contemporaneous records of attendance and annual instructional minutes, and such other reviews as required by law for the audit of charter schools.

22. Monitoring and Oversight

22.1. The ACOE will conduct at least one (1) visit to the Charter School annually in accordance with the Charter Schools Act. The information gathered will be used to assess the Charter School’s progress in governance and organizational management, educational performance, fiscal operations and fulfillment of the terms of the Charter and this MOU. A school site visit may include review of the facility, review of records maintained by Non-Profit for the Charter School, interviews with the management of Non-Profit, Non-Profit employees working at the Charter School including the site principal, and the Charter School’s students and parents, as well as observation of instruction in the classroom(s). Any deficiencies will be reviewed with the Charter School’s site principal and Non-Profit staff and an opportunity provided for comment, explanation and/or correction. The evaluations for each year will be used, in addition to other information and reports, to determine a renewal decision.

22.2. ACOE reserves the right to make unannounced visits to the Charter School.

22.3. Non-Profit shall be charged an annual oversight fee by ACOE for the cost of oversight, monitoring, and reporting concerning the Charter School in accordance with Cal. Ed. Code §47613. Such fees will be capped at 1% of the general purpose revenue received by the Charter School, as defined in Cal. Ed. Code § 47613(f) from the local control funding formula calculated pursuant to Section 42238.02 as implemented by Section 42238.03. The oversight fees shall be invoiced quarterly by ACOE, with payment due and payable within 30 days of receipt. Oversight fees shall be used to offset consultant and administrative costs required for comprehensive oversight.

23. Material Revisions to Charter

23.1. Changes to the Charter deemed to be material revisions may not be made without prior approval from the County Board per Cal. Ed. Code §47607. Changes to the Charter considered to be material revisions include, but are not limited to, the following:

23.1.1. Substantial changes to the educational program, mission, or vision of the Charter School, including the addition or deletion of a major program component that is a distinctive feature of the Charter School, such as STEM, language immersion, grade level grouping, arts integration, etc.

23.1.2. Adding a classroom-based or non-classroom based program and/or facility not
expressly authorized by the Charter.

23.1.3. Changes in enrollment that represent an increase or decrease from the annual enrollment originally projected in the charter petition by more than 25% in any grade level or 10% percent of total enrollment in any given year.

23.1.4. Addition or deletion of grades or grade levels to be served, for the program as a whole or in a given year, not expressly authorized by the Charter, or otherwise required by law.

23.1.5. Changes to location of facilities, including school sites, resource centers, meeting space, or other satellite facility including the opening of a new facility. Temporary locations rented for annual student testing purposes shall be exempt from this provision.

23.1.6. Changing the name of the Charter School.

23.1.7. Entering into a contract to be managed or operated by any other non-profit public benefit corporation (or any other corporation or entity), such as an Educational Management Organization or a Charter Management Organization other than Non-Profit.

23.1.8. Substantial changes to admission requirements and/or enrollment preferences identified in the Charter.

23.1.9. Substantial changes to the governance structure as described in the corporate bylaws, including but not limited to: changes in the authorized number of board members, method by which sitting board members are removed, method by which new board members are selected, and/or provisions that reduce the size of the quorum required for a meeting and/or majority required for action.

23.2 Notwithstanding provision 23.1, Exhibit E of this MOU will serve as a material revision to Element C (Pupil Outcomes) of the Charter, to reflect targets for certain pupil outcomes for the Charter School.

23.3 Changes to the Charter not deemed to be material revisions may be made by Non-Profit following notification to ACOE. Such notice shall be provided, in writing, at least 5 business days in advance of the Non-Profit board meeting at which the revision is to be approved. Disagreement as to the materiality of the proposed revision/s shall be resolved consistent with the dispute resolution provisions of this MOU.

24. Charter Renewal: Non-Profit may seek renewal of the Charter prior to expiration of the Term of the Charter in accordance with statutory provisions. Non-Profit shall submit its renewal petition for the next charter term along with a copy of the most recent annual report required by ACOE and/or Local Control Accountability Plan Annual Update to ACOE, no sooner than September 1st of the fiscal year in which Charter School would cease operations without renewal. ACOE shall review the charter petition, academic and financial performance, audit reports, annual visitation reports, and may conduct a renewal site visit prior to scheduling the renewal request for consideration by the County Board. To the extent required, the charter renewal petition shall be revised in accordance with current statutes and regulations.

25. Charter Revocation
25.1. The County Board shall have the right to revoke the Charter in accordance with Cal. Ed. Code §§47607, 47607.3 or other applicable statute or regulations. Prior to instituting revocation proceedings, the ACOE may provide progressive notices that correction of a problem at the Charter School by Non-Profit needs to occur with specified time lines. The minimum progression of notification of corrective action for concerns the County Board considers to involve violation(s) of Cal. Ed. Code §47607(c) is as specified in 5 CCR §11968.5.2. Additional notification may be provided, at the sole discretion of ACOE.

25.2. If the County Board determines, based on report/s of ACOE, that there is a severe and imminent threat to the health or safety of students and/or staff of the Charter School, and makes such determination in writing, per Cal. Ed. Code §47607(d), it may take immediate action to assure the safety and well-being of the students, staff, and community, consistent with 5 CCR §11968.5.3. Such immediate action, as deemed appropriate by the County Board, in its reasonable discretion, may include but is not limited to revocation of its charter in accordance with Cal. Ed. Code §§47607(d) and/or (e).

25.3. During the period prior to revocation, Non-Profit shall have the opportunity to work with the ACOE or County Board to address the concerns and develop a plan to remediate all areas to the reasonable satisfaction of the County Board.

26. Charter School Closure

26.1. At all times it is operational during the Charter Term, Non-Profit will maintain a description of the procedures to be used in the event the Charter School closes, and provide such procedures to ACOE as specified in Schedule A and post them as specified in Schedule B. Procedures must be compliant with requirements contained in 5 CCR §11962, and consistent with the content of the Charter.

26.2. If the Charter School is to close permanently for any reason (i.e., voluntary surrender, non-renewal, or revocation), the ACOE on behalf of the County Board shall serve written notice on Non-Profit that the closure procedures have been invoked. Non-Profit will immediately identify to the ACOE the specific individual who is responsible for coordinating the Charter School’s close out activities. ACOE will identify a staff person who will work with the Charter School to accomplish all close out activities.

26.3. Non-Profit expressly acknowledges the right of the ACOE, on behalf of the County Superintendent of Schools (pursuant to Cal. Ed. Code §47604.4), to gain full access and copies of all student and business records concerning the Charter School at any time after the County Board gives written notice that it is invoking the closure procedures.

27. Dispute Resolution

27.1. It is expressly agreed by the parties that dispute resolution process described herein supersedes that included in the Charter for disputes between and among Non-Profit, ACOE and/or the County Board.

27.2. In the event of a dispute between Non-Profit and the ACOE and/or the County Board relating to the Charter or this MOU, which does not involve revocation, the parties shall seek to resolve the dispute using the process described below:

27.2.1. The disputing party shall provide written notice of the dispute to the other party or parties. Notice shall be provided as specified in this MOU.
27.2.2. The Charter School’s designated representative shall meet with the ACOE’s designated representative within thirty (30) days of the date of the written notice to attempt informal resolution of the dispute.

27.3. By mutual agreement, in writing, the parties may engage the services of a third-party mediator to assist with informal resolution of the dispute. The costs of the mediation shall be borne 50/50 by the County Board and Non-Profit.

27.4. If a dispute between Non-Profit and ACOE and/or the County Board is not resolved through the dispute resolution set forth above within ninety (90) calendar days of the date notice is given by the complaining party to the other parties, or by such alternative deadline as may be established by mutual agreement in writing, then any party shall have the right to take the matter to binding arbitration. Arbitration shall proceed according to the following timeline:

27.4.1. No later than ten (10) calendar days after the request for arbitration, unless agreed otherwise by the parties in writing, the parties shall choose a mutually acceptable arbitrator from a list obtained from the State Mediation and Conciliation Service.

27.4.2. Within ten (10) calendar days after the arbitrator is selected, the parties shall choose a mutually agreeable date and site for the arbitration.

27.5. The costs of the arbitrator shall be borne 50/50 by the County Board and Non-Profit.

28. Severability

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

29. Venue

29.1. The Parties agree that any legal action to enforce the terms of this Agreement shall be brought in the appropriate court in Alameda County, California.

30. Non-Assignment

30.1. No portion of this MOU or the Charter approved by the County Board may be assigned to another entity without approval of a material revision of the Charter pursuant to Section 23.

31. Amendment and Waiver

31.1. Any waiver, amendment, modification, or cancellation of any provisions of this MOU must be in writing and executed by duly authorized representatives of all Parties specifically indicating the intent of the Parties to modify this MOU. No such amendment or waiver shall be effective absent approval or ratification by the County Board and the governing board of the Non-Profit.

31.2. Proposed revisions to the MOU may be submitted by any of the Parties at any time, through notice duly given in accordance with Section 33.

31.3. The failure of either Party at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce such provision.

32. Captions and Section Headings
32.1. The captions and section headings used in the Charter and this MOU are inserted for convenience only and should not affect the meaning or interpretation of the terms of the Charter or this MOU.

33. Notification

33.1. All notices, requests, and other communications under this MOU shall be in writing and mailed or delivered by overnight courier to the proper addresses as follows, unless allowed or required to be submitted electronically by ACOE:

To the County Board at:
Alameda County Board of Education
313 West Winton Avenue
Hayward, CA 94544
Attn: Board President

To the ACOE at:
Charter Schools Office
Alameda County Office of Education
313 West Winton Avenue, Room 242
Hayward, CA 94544
Attn: Alameda County Superintendent of Schools

To Epic Charter School at:
Education for Change
333 Hegenberger Rd. Ste. 600
Oakland, CA 94621
Attn: Hae-Sin Thomas

34. Entire Agreement; Counterparts

34.1. This MOU and attached schedules contain the entire agreement of the Parties with respect to the matters covered herein, and supersedes any oral or written understandings or agreements between the Parties with respect to the subject matter of this MOU. This MOU may be executed in counterparts, each of which shall constitute an original. Facsimile copies of signature pages transmitted to other Parties of this MOU shall be deemed equivalent to original signatures on counterparts.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by duly authorized officers or representatives set forth below and to be effective as of the Effective Date.

__________________________________________________________  __________________________
Date President or Designee, [name]

__________________________________________________________  __________________________
Date President, Alameda County Board of Education
Date  Alameda County Superintendent of Schools for
Alameda County Office of Education

Approved and ratified this 19th of May, 2019 by the Alameda County Board of Education by the
following vote:

AYES:  
NOES:  
ABSTAINS:  

Certification by the Board Secretary
EPIC Charter School - SCHEDULE A
Charter School Reporting and Monitoring Activity

All information and documents listed below are to be provided to the Alameda County Office of Education Charter Schools Office (CSO) by the date shown, unless another date is specified in pre-opening conditions for new schools (Schedule C). Submissions are to be made as instructed by the CSO, including but not limited to electronic submissions. Annual updates are required by the dates noted on the schedule. If there is no change requiring an updated submission, a confirmation of no change is still required. Some information and documents (checked in far right column) must be updated within ten (10) business days of the date any changes are approved by the school/organization.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>DUE DATE</th>
<th>ANNUAL UPDATE (IF CHANGED; NOTIFY CSO IF UNCHANGED)</th>
<th>UPDATE WITHIN 10 BUSINESS DAYS OF ANY CHANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BASIC CHARTER SCHOOL INFORMATION</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>School Contact Information</td>
<td>▪ Name, phone, email and fax for: o School leader o Office/operations manager o Personnel/HR lead o Financial reporting lead o Attendance lead o Facilities lead o Special education lead ▪ Emergency phone number for school leader. ▪ Physical and mail address of school. ▪ Office hours.</td>
<td>Effective date of Charter</td>
<td>August 1st</td>
<td>✓</td>
</tr>
<tr>
<td>Organizational Chart</td>
<td>Structure of organization from governing board to classroom teacher, including Charter Management Organization, if applicable.</td>
<td>Effective date of Charter</td>
<td>August 1st</td>
<td></td>
</tr>
<tr>
<td><strong>GOVERNANCE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Board Roster</td>
<td>Names and email addresses of all board members, with end date for current term of service, officers and committee assignments identified.</td>
<td>Effective date of Charter</td>
<td>August 1st</td>
<td>✓</td>
</tr>
<tr>
<td>Board Biographies</td>
<td>Brief summaries of the background and experience of board members</td>
<td>Effective date of Charter</td>
<td>August 1st</td>
<td>✓</td>
</tr>
<tr>
<td>Board Clearance</td>
<td>Certification of clearance of governing board members (criminal background check DOJ and FBI; child abuse registry check)</td>
<td>Effective date of Charter</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Board Election Process</td>
<td>Consistent with charter and bylaws, brief description of method for nominating and electing board members</td>
<td>Effective date of Charter</td>
<td>August 1st</td>
<td>✓</td>
</tr>
<tr>
<td>ITEM</td>
<td>DESCRIPTION</td>
<td>DUE DATE</td>
<td>ANNUAL UPDATE (IF CHANGED; NOTIFY CSO IF UNCHANGED)</td>
<td>UPDATE WITHIN 10 BUSINESS DAYS OF ANY CHANGE</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
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<td>-----------------------------------------------</td>
</tr>
<tr>
<td>Board Training</td>
<td>Verification of annual Brown Act and Fair Political Practices Act training for board and leadership</td>
<td>Effective date of Charter</td>
<td>August 1st</td>
<td>✓</td>
</tr>
<tr>
<td>Board Meeting Schedule</td>
<td>Dates, times and locations for all regular meetings of the board for the fiscal year; include all standing committees; identify annual organizational meeting at which board members and officers are elected</td>
<td>Effective date of Charter</td>
<td>August 1st</td>
<td>✔</td>
</tr>
<tr>
<td>Meeting Agendas</td>
<td>Board and standing committee meeting agendas</td>
<td>At time of required posting (Brown Act)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Meeting Minutes</td>
<td>Approved minutes of board and standing committee meetings</td>
<td>Within 2 business days of approval</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Articles Of Incorporation</td>
<td>As submitted to the state</td>
<td>Effective date of Charter</td>
<td></td>
<td>✔</td>
</tr>
<tr>
<td>Bylaws</td>
<td>Latest version approved by the governing board</td>
<td>Effective date of Charter</td>
<td>August 1st</td>
<td>✔</td>
</tr>
<tr>
<td>501(C)(3) Tax-Exempt Status</td>
<td>Letter from IRS confirming approval of tax exempt status</td>
<td>Effective date of Charter</td>
<td></td>
<td>✔</td>
</tr>
</tbody>
</table>

**BOARD POLICIES**

<p>| Conflict of Interest Policy               | Conflict policy compliant with Charter and Fair Political Practices Act         | Effective date of Charter      | August 1st                                           | ✔                                              |
| Public Records Act Policy                 | Procedures to implement the California Public Records Act                       | Effective date of Charter      | August 1st                                           |                                                |
| Special Education Policy                  | Including procedures compliant with IDEA and requirements of SELPA; consistent with Charter | Effective date of Charter      | August 1st                                           |                                                |
| Rehabilitation Act §504 Policy            | Procedures to ensure compliance with legal requirements; consistent with Charter | Effective date of Charter      | August 1st                                           |                                                |
| English Learner Policy                    | Procedures to ensure compliance with legal requirements, including identification, placement and reclassification; consistent with Charter | Effective date of Charter      | August 1st                                           |                                                |
| Complaint and/or Internal Dispute Resolution Policy | Including procedures and forms; must include Uniform Complaint Procedure; may include other forms and systems established by school | Effective date of Charter      | August 1st                                           | ✔                                              |
| Fiscal Management/Control Policy          | Internal fiscal control policies and procedures meeting GAAP, including procedures for receipt and disbursement of funds, reconciliation of accounts, contracting, budget preparation, and protection of assets | Effective date of Charter      | August 1st                                           |                                                |
| Health and Safety Policy/ies              | Covering student health and wellness practices (including immunizations, medications, screenings, student wellness, and food service) and safety | Effective date of Charter      | August 1st                                           |                                                |</p>
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>DUE DATE</th>
<th>ANNUAL UPDATE (IF CHANGED; NOTIFY CSO IF UNCHANGED)</th>
<th>UPDATE WITHIN 10 BUSINESS DAYS OF ANY CHANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student Grading/Promotion</td>
<td>Policies and procedures regarding student grading, placement of students by grade, promotion from one grade to the next, and retention in current grade; including samples of parent notifications</td>
<td>Effective date of Charter</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td></td>
</tr>
<tr>
<td>Student Free Speech Policy</td>
<td>Standards and procedures regarding student free expression, consistent with applicable state and federal law</td>
<td>Effective date of Charter</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td></td>
</tr>
<tr>
<td>Student Discipline Policy</td>
<td>Policies and procedures for student discipline, including behavior expectations, suspension/expulsion standards, and due process; including procedures for students with disabilities</td>
<td>Effective date of Charter</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>✓</td>
</tr>
<tr>
<td>ADMINISTRATION</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proof of Insurance</td>
<td>Certificate of insurance in the amounts required by the MOU; [authorizing agency] as additional insured</td>
<td>Effective date of Charter</td>
<td>August 1st</td>
<td>✓</td>
</tr>
<tr>
<td>Risk Management Plan</td>
<td>Policies and practices to prevent and address reasonably foreseeable risks and incidents occurrences, plus certification that such policies and practices have been instituted</td>
<td>Effective date of Charter</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td></td>
</tr>
<tr>
<td>Disclosure of Claims / Litigation</td>
<td>Required disclosure of any pending or actual litigation and/or claim from any party or notice of potential infraction, criminal or civil action</td>
<td>Immediately</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee Handbook</td>
<td>Personnel policy/ies and/or documentation provided to all employees regarding terms of employment; including mandated child abuse reporting, non-discrimination, sexual harassment, and complaint procedures</td>
<td>Effective date of Charter</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td></td>
</tr>
<tr>
<td>Teacher Credentials and Highly Qualified Teacher Requirements</td>
<td>Spreadsheet containing information specified by [authorizing agency] on all instructional personnel, including but not limited to: name, teaching assignment, credential type and number</td>
<td>1 month before the first day of school</td>
<td>August 15&lt;sup&gt;th&lt;/sup&gt;</td>
<td>✓</td>
</tr>
<tr>
<td>Certification of Screening</td>
<td>Certification that all (new) employees have been subject to criminal background check (FBI and DOJ) and tuberculosis screening</td>
<td>1 month before the first day of school</td>
<td>August 15&lt;sup&gt;th&lt;/sup&gt;</td>
<td>✓</td>
</tr>
<tr>
<td>STRS/PERS Reporting</td>
<td>Contract for STRS and/or PERS reporting if applicable.</td>
<td>Effective date of Charter</td>
<td>July 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td></td>
</tr>
<tr>
<td>STUDENT ADMISSION AND ENROLLMENT</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Admission, Enrollment and Exit</td>
<td>Description of process for admission and enrollment of students, consistent with</td>
<td>Effective date of Charter</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>✓</td>
</tr>
<tr>
<td>ITEM</td>
<td>DESCRIPTION</td>
<td>DUE DATE</td>
<td>ANNUAL UPDATE (IF CHANGED; NOTIFY CSO IF UNCHANGED)</td>
<td>UPDATE WITHIN 10 BUSINESS DAYS OF ANY CHANGE</td>
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<tr>
<td>----------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
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<td>-----------------------------------------------</td>
</tr>
<tr>
<td>Procedures</td>
<td>Charter, and including dates for receiving applications and conducting lottery; also addressing process for exit (voluntary withdrawal) and notification of district of residence</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Application Form</td>
<td>Current printed, downloadable or on-line form to apply for admission to the school</td>
<td>Effective date of Charter</td>
<td>October 1st for enrollment for following academic year</td>
<td></td>
</tr>
<tr>
<td>Required Enrollment Documents</td>
<td>List of information and documents required to complete enrollment of admitted students</td>
<td>Effective date of Charter</td>
<td>January 1st for enrollment for following academic year</td>
<td></td>
</tr>
<tr>
<td>Notices to Parents/Guardians</td>
<td>Copies of all mandated notices to parents and guardians, including those required under ESSA and other applicable law (examples: Title I, English learners, special education, etc.)</td>
<td>1 month before the first day of school</td>
<td></td>
<td>August 15th</td>
</tr>
<tr>
<td>Student/Family Handbook</td>
<td>Material provided to students and families regarding school policies, procedures and expectations; including attendance, discipline, parent volunteers, electronics, dress codes, etc.</td>
<td>1 month before the first day of school</td>
<td></td>
<td>August 15th</td>
</tr>
<tr>
<td>Student Roster</td>
<td>List (specified Excel format) of students admitted, enrolled and on wait list, including student name, CSIS number, DOB, grade enrolled, parent/guardian name/s, home address, phone, district of residence, prior school attended, enrollment status (i.e., admitted but documentation not complete, enrollment completed, wait list)</td>
<td></td>
<td>September 30th</td>
<td></td>
</tr>
</tbody>
</table>

**FACILITIES**

<table>
<thead>
<tr>
<th>FACILITIES</th>
<th>DESCRIPTION</th>
<th>DUE DATE</th>
<th>ANNUAL UPDATE (IF CHANGED; NOTIFY CSO IF UNCHANGED)</th>
<th>UPDATE WITHIN 10 BUSINESS DAYS OF ANY CHANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facilities Lease Agreement(s)</td>
<td>Lease, rental agreement, facilities use agreement or similar documentation of right to use school facilities</td>
<td>When signed, no later than 2 months before the first day of school</td>
<td></td>
<td>✅</td>
</tr>
<tr>
<td>Building Permits</td>
<td>Evidence of ability to occupy the facility for educational purposes and proposed uses, such as Certification of Occupancy, building permits, health department permit, evidence of appropriate zoning, fire marshal inspection, etc.</td>
<td>When completed, no later than 1 month before the first day of school</td>
<td></td>
<td>August 1st</td>
</tr>
<tr>
<td>Updated Facility Inspection (if charter school renovates or adds classrooms at existing site; new)</td>
<td>School site passes, to satisfaction of ACOE staff, updated facility inspection based on published standards</td>
<td>1 week prior to opening</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ITEM</td>
<td>DESCRIPTION</td>
<td>DUE DATE</td>
<td>ANNUAL UPDATE (IF CHANGED; NOTIFY CSO IF UNCHANGED)</td>
<td>UPDATE WITHIN 10 BUSINESS DAYS OF ANY CHANGE</td>
</tr>
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<td>---------------------------------------------------------------------</td>
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<td>----------------------------------------------------</td>
<td>---------------------------------------------</td>
</tr>
<tr>
<td>site requires material revision of charter)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>EDUCATIONAL PROGRAM</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Academic Calendar</td>
<td>Calendar of academic year showing holidays, recess periods, staff development days, etc.</td>
<td>Effective date of Charter</td>
<td>1 month before start of school</td>
<td>✓</td>
</tr>
<tr>
<td>Daily Bell Schedule for Site-Based Programs</td>
<td>Current schedule of class periods on daily and weekly basis, with arrival and dismissal times for regular and early release days</td>
<td>Effective date of Charter</td>
<td>2 weeks before start of school</td>
<td></td>
</tr>
<tr>
<td>State Assessments</td>
<td>Results from statewide assessments</td>
<td>Upon receipt by the charter school</td>
<td>Annually upon receipt</td>
<td></td>
</tr>
<tr>
<td>SARC</td>
<td>State-mandated School Accountability Report Card</td>
<td>February 1st</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LCAP</td>
<td>Local Control and Accountability Plan, including annual updates, using state template</td>
<td>1 week before July 1st deadline</td>
<td>1 week before July 1st deadline</td>
<td></td>
</tr>
<tr>
<td>Curriculum</td>
<td>Scope and sequence for all subjects taught in grades served; to be provided as grades are added</td>
<td>August 1st</td>
<td>August 1st (until all grades completed)</td>
<td></td>
</tr>
<tr>
<td>A-G Approved Courses: High Schools Only</td>
<td>Verification of UC/CSU approval of A-G courses</td>
<td>August 1st</td>
<td>August 1st</td>
<td></td>
</tr>
<tr>
<td>Accreditation: High Schools Only</td>
<td>Documentation of current status of WASC accreditation</td>
<td>Effective date of Charter</td>
<td>August 1st</td>
<td>✓</td>
</tr>
<tr>
<td>SELPA Verification</td>
<td>Verification of membership in a Special Education Local Planning Area (SELPA)</td>
<td>Effective date of Charter</td>
<td>August 1st</td>
<td></td>
</tr>
<tr>
<td>Independent Study Program Verification (if applicable)</td>
<td>Documentation verifying compliance with independent study requirements as required by MOU</td>
<td>Effective date of Charter</td>
<td>August 1st</td>
<td></td>
</tr>
<tr>
<td><strong>ATTENDANCE REPORTING</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20-Day Attendance</td>
<td>Attendance report for new grade or expansion from first 20 days of instruction</td>
<td>1 week before CDE deadline (October)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>First Principal Apportionment (P-1)</td>
<td>Attendance report for first attendance accounting period, in CDE format</td>
<td>1 week before CDE deadline (January)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Second Principal Apportionment (P-2)</td>
<td>Attendance report for second attendance accounting period, in CDE format</td>
<td>1 week before CDE deadline (May)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Apportionment (P-Annual)</td>
<td>Attendance report for annual attendance accounting period, in CDE format</td>
<td>1 week before CDE deadline (July)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly Enrollment/Attendance</td>
<td>Electronic documentation of monthly summary reports of enrollment and attendance</td>
<td>15th of first month in which instruction occurs</td>
<td>15th of each month</td>
<td></td>
</tr>
<tr>
<td>ITEM</td>
<td>DESCRIPTION</td>
<td>DUE DATE</td>
<td>ANNUAL UPDATE (IF CHANGED; NOTIFY CSO IF UNCHANGED)</td>
<td>UPDATE WITHIN 10 BUSINESS DAYS OF ANY CHANGE</td>
</tr>
<tr>
<td>------------------------------------------</td>
<td>--------------------------------------------------------------------</td>
<td>------------------------------------</td>
<td>----------------------------------------------------</td>
<td>---------------------------------------------</td>
</tr>
<tr>
<td>Attendance Accounting Procedures</td>
<td>Description of or instructions for attendance accounting</td>
<td>Effective date of Charter</td>
<td>August 1st</td>
<td></td>
</tr>
<tr>
<td>FINANCIAL REPORTING</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adopted Budget</td>
<td>Budget for new fiscal year; completed using ACOE template, with additional information as requested (i.e., special education)</td>
<td>1 week before July 1st deadline</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unaudited Actuals Report for Prior Fiscal Year</td>
<td>Report on prior year revenues and expenditures; completed using CDE template</td>
<td>1 week before September 15th CDE deadline</td>
<td></td>
<td></td>
</tr>
<tr>
<td>First Interim Report</td>
<td>Report on first period revenues and expenditures; completed using ACOE template, with additional information as requested (i.e., special education)</td>
<td>1 week before December 15th CDE deadline</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Second Interim Report</td>
<td>Report on second period revenues and expenditures; completed using ACOE template, with additional information as requested (i.e., special education)</td>
<td>1 week before March 15th CDE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All financial reports will include back-up information, as specified in the ACOE templates, and including, but not limited to:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ Electronic copy of Alternative Report &amp; Attachments</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ MYP Worksheet (for current and 2 subsequent years)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ Assumptions/Narratives Worksheet (current and 2 subsequent years)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ Statement of Cash Flow</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ Supplemental Financial Reports (Monthly Statement of Activities and Balance Sheet)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ LCAP Expenditures</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ Special Education Staffing and Revenue and Expenditure Report</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Independent Auditor Selection</td>
<td>Notification of independent auditor selected for annual audit</td>
<td>April 1st</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Audit</td>
<td>Annual independent financial audit</td>
<td>December 15th for prior fiscal year</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oversight Fees</td>
<td>Payment of invoice for oversight fees</td>
<td>Quarterly</td>
<td>Within 30 days of invoice</td>
<td></td>
</tr>
<tr>
<td>CLOSURE PROCEDURES</td>
<td>Plan for school closure, consistent with charter provisions</td>
<td>Effective date of Charter</td>
<td>August 1st</td>
<td></td>
</tr>
<tr>
<td>Procedures to Be Used in Event of School Closure</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Identification of Point of Contact for Closure Activities</td>
<td>Name, phone, email, fax and postal address for primary contact in event of school closure</td>
<td>Effective date of Charter</td>
<td>August 1st</td>
<td></td>
</tr>
<tr>
<td>REPORTS TO OTHER AGENCIES</td>
<td>Copies of all reports or documents that the Charter School is required to submit to any public agency in California, including Annual Charter School Information Survey, PENSEC, claims for facilities reimbursement to CSFA, etc.</td>
<td>When submitted to the state or other public agency</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Epic Charter School - SCHEDULE B
SUMMARY of Electronic Postings to Website

Below is a summary of all information and documents that need to be posted on the Charter School’s website from the initial date specified in pre-opening conditions (Schedule C) throughout the term of the charter (Schedule A) and all subsequent renewals (see schedules for actual due dates). As noted in the table, some information and documents must be updated within ten (10) business days of the date changes are approved.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>SCHEDULE C</th>
<th>SCHEDULE A</th>
<th>WITHIN 10 BUSS. DAYS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ACADEMIC PROGRAM</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Academic Calendar</td>
<td>Calendar of academic year showing holidays, recess periods, staff development days, etc.</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Accreditation</td>
<td>Documentation of current status of WASC accreditation <em>(High Schools Only)</em></td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Daily Bell Schedule for Site-based Programs</td>
<td>Current schedule of class periods on daily and weekly basis, with arrival and dismissal times for regular and early release days</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LCAP Final</td>
<td>Most recent LCAP or annual update</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>School Accountability Report Card</td>
<td>Most recent SARC</td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td><strong>ADMINISTRATION</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staff Roster</td>
<td>List of current teachers, aides, coaches and other student services personnel with current assignments</td>
<td>✓</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td><strong>ADOPTED POLICIES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Admission/Enrollment Policy</td>
<td>Procedures for admission and enrollment of students in the school, including assurances of non-discrimination</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Complaint and/or Dispute Resolution Policy</td>
<td>Including procedures and forms; must include Uniform Complaint Procedure; may include other forms and systems established by school</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Conflict of</td>
<td>Conflict policy compliant with Charter and California</td>
<td>✓</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>ITEM</td>
<td>DESCRIPTION</td>
<td>SCHEDULE C</td>
<td>SCHEDULE A</td>
<td>WITHIN 10 BUSS. DAYS</td>
</tr>
<tr>
<td>------------------------------------------</td>
<td>------------------------------------------------------------------------------</td>
<td>------------</td>
<td>------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>Interest Policy</td>
<td>Political Reform Act</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fiscal Management/Control Policy</td>
<td>Internal fiscal control policies and procedures meeting GAAP, including procedures for receipt and disbursement of funds, reconciliation of accounts, contracting, budget preparation, and protection of assets</td>
<td>✔</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Records Act Policy</td>
<td>Procedures implementation of California Public Records Act</td>
<td></td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Student Discipline Policy</td>
<td>Policies and procedures for student discipline, including behavior expectations, suspension/expulsion standards, and due process; including procedures for students with disabilities</td>
<td>✔</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Student Free Speech Policy</td>
<td>Standards and procedures regarding student free expression, consistent with applicable state and federal law</td>
<td></td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Student Grading/Promotion</td>
<td>Policies and procedures regarding student grading, placement of students by grade, promotion from one grade to the next, and retention in current grade; including samples of parent notifications</td>
<td>✔</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BASIC CHARTER SCHOOL INFORMATION</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>School contact information</td>
<td>Name, phone, email and fax for school leader and office manager. Physical and mail address of school. Office hours.</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>GOVERNANCE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Board biographies</td>
<td>Brief summaries of the background and experience of board members</td>
<td>✔</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Board election process</td>
<td>Consistent with charter and bylaws, brief description of method for nominating and electing board members</td>
<td>✔</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Board meeting schedule</td>
<td>Dates, times and locations for all regular meetings of the board for the fiscal year; include all standing committees; identify annual organizational meeting at which board members and officers are elected</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Board roster</td>
<td>Names and email addresses of all board members, with terms of service, officers and committee assignments identified.</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Final charter</td>
<td>Final copy of charter correctly referencing ACBE and ACOE (without appendices)</td>
<td>✔</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Meeting agendas</td>
<td>Board and standing committee meeting agendas, at time of required posting (Brown Act)</td>
<td>✔</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Meeting minutes</td>
<td>Approved minutes of board and standing committee meetings</td>
<td>✔</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

MOU Schedule B: Website Posting
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>SCHEDULE C</th>
<th>SCHEDULE A</th>
<th>WITHIN 10 BUSS. DAYS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Admission, Enrollment and Exit Procedures</td>
<td>Description of process for admission and enrollment of students, consistent with Charter, and including dates for receiving applications and conducting lottery; also addressing process for exit (voluntary withdrawal) and notification of district of residence</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Application Form</td>
<td>Current printed, downloadable or on-line form to apply for admission to the school</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Notices to Parents/Guardians</td>
<td>Copies of all mandated notices to parents and guardians, including those required under NCLB and other applicable law (examples: Title I, Title III, special education, etc.)</td>
<td>✔</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Required Documents for Enrollment</td>
<td>List of information and documents required to complete enrollment of admitted students</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Student/Family Handbook</td>
<td>Material provided to students and families regarding school policies, procedures and expectations; including attendance, discipline, parent volunteers, electronics, dress codes, etc.</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
</tbody>
</table>
Epic Charter School - SCHEDULE C
Charter School Pre-Opening Requirements

Provision of all documents listed in Schedule C, to the satisfaction of ACOE, is a condition of opening the Charter School. In the event that the County Board determines that the Non-Profit has failed to comply with these conditions, the County Board may, at its sole discretion, delay the opening of the Charter School by up to one year and specify additional or altered conditions for such delayed opening.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>DUE DATES</th>
<th>MUST BE POSTED ON WEBSITE</th>
<th>MUST BE UPLOADED TO EPICENTER</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ACADEMIC PROGRAM</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Academic Calendar</td>
<td>Calendar of academic year showing holidays, recess periods, staff development days, etc.</td>
<td>July 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>A-G Approved Courses</td>
<td>Verification of UC/CSU approval of A-G courses <em>(High Schools Only)</em></td>
<td>* August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Curriculum</td>
<td>Scope and sequence for all subjects in grades to be served in first year</td>
<td>* 1 week prior to opening</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daily Bell Schedule for Site-based Programs</td>
<td>Current schedule of class periods on daily and weekly basis, with arrival and dismissal times for regular and early release days</td>
<td>July 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Independent Study Program Verification</td>
<td>Documentation verifying compliance with independent study requirements as required by MOU <em>(if applicable).</em></td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Instructional Materials</td>
<td>List of instructional materials and textbooks to be used in the first year of operation</td>
<td>* 1 week prior to opening</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LCAP Final</td>
<td>Local Control and Accountability Plan, using state template <em>(to be submitted with budget)</em></td>
<td>Last week of June</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>SELPA Documentation</td>
<td>Verification of membership in a Special Education Local Planning Area (SELPA)</td>
<td>July 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Special Education Services</td>
<td>Signed contract with special education and/or 504 service providers; or identification of individual/s responsible for providing service</td>
<td>* August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>ADMINISTRATION</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Health Department</td>
<td>Health department approval for service of food at school facility</td>
<td>* August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Identification of Point of Contact for Closure Activities</td>
<td>Name, phone, email, fax and postal address for primary contact in event of school closure</td>
<td>July 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Procedures to be Used in Event of School Closure</td>
<td>Plan for school closure, consistent with charter provisions</td>
<td>July 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Proof of Insurance</td>
<td>Certificate of insurance in the amounts required by the MOU; ACOE as additional insured</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Risk Management</td>
<td>Policies and practices to prevent and address reasonably foreseeable risks and incidents</td>
<td>* August 1st</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ITEM</td>
<td>DESCRIPTION</td>
<td>DUE DATES</td>
<td>MUST BE POSTED ON WEBSITE</td>
<td>MUST BE UPLOADED TO EPICENTER</td>
</tr>
<tr>
<td>------</td>
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<td>--------------------------</td>
<td>-------------------------------</td>
</tr>
<tr>
<td>Plan</td>
<td>occurrences, plus certification that such policies and practices have been instituted</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staff Roster</td>
<td>List of current teachers, aides, coaches and other student services personnel with current assignments</td>
<td>July 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Student Information System</td>
<td>Contract or other verification of student information/attendance tracking system</td>
<td>* July 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Student Nutrition</td>
<td>Contract or other verification of plan for providing free or reduced price nutritionally adequate meals</td>
<td>* August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**ADOPTED POLICIES (All policies to be clearly marked with date of most recent board adoption)**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>Admission/Enrollment Policy</td>
<td>Procedures for admission and enrollment of students in the school, including assurances of non-discrimination</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Complaint and/or Internal Dispute Resolution Policy</td>
<td>Including procedures and forms; must include Uniform Complaint Procedure; may include other forms and systems established by school</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Conflict of Interest Policy</td>
<td>Conflict policy compliant with Charter and Fair Political Practices Act</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>English Learner Policy</td>
<td>Procedures to ensure compliance with legal requirements, including identification, placement and reclassification; consistent with Charter</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Fiscal Management/Control Policy</td>
<td>Internal fiscal control policies and procedures meeting GAAP, including procedures for receipt and disbursement of funds, reconciliation of accounts, contracting, budget preparation, and protection of assets</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Health and Safety Policy/ies</td>
<td>Covering student health and wellness practices (including immunizations, medications, screenings, student wellness, and food service) and safety procedures for each campus, including campus supervision, field trip supervision and screening of volunteers</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Public Records Act Policy</td>
<td>Procedures implementation of California Public Records Act</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Rehabilitation Act §504 Policy</td>
<td>Procedures to ensure compliance with legal requirements; consistent with Charter</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Special Education Policy</td>
<td>Including procedures compliant with IDEA and requirements of SELPA; consistent with Charter</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Student Discipline Policy</td>
<td>Policies and procedures for student discipline, including behavior expectations, suspension/expulsion standards, and due process; including procedures for students with disabilities</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Student Free Speech Policy</td>
<td>Standards and procedures regarding student free expression, consistent with applicable state and federal law</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Student Grading/</td>
<td>Policies and procedures regarding student grading, placement of students by grade,</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>ITEM</td>
<td>DESCRIPTION</td>
<td>DUE DATES</td>
<td>MUST BE POSTED ON WEBSITE</td>
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<td>----------------------------------</td>
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<td>------------------------------</td>
</tr>
<tr>
<td>Promotion</td>
<td>promotion from one grade to the next, and retention in current grade; including samples of parent notifications</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Student Records Policy</td>
<td>FERPA-compliant student records policy, including information on directories and parental access to records</td>
<td>August 1st</td>
<td></td>
<td>✓</td>
</tr>
</tbody>
</table>

**BASIC CHARTER SCHOOL INFORMATION**

| School Contact Information       | School contact information: school leader name, school phone, school fax, school leader emergency phone, leader email, school address | August 30th     | ✓                         | ✓                            |
| CDE code                         | Confirmation of receipt of CDS code                                         | July 1st        |                           | ✓                            |
| School Leadership                | Roster of school leadership that includes phone number and email address for:  | August 30th     |                           |                             |
|                                 | • School leader                                                              |                 |                           |                             |
|                                 | • Assistant leader (Vice Principal, Assistant Principal, etc.)                |                 |                           |                             |
|                                 | • On-site Coordinators and/or Coaches                                        |                 |                           |                             |
|                                 | • Designated Special Education Coordinator                                  |                 |                           |                             |
|                                 | • Designated English Learner Coordinator                                     |                 |                           |                             |
|                                 | • Designated Section 504 Coordinator                                         |                 |                           |                             |
|                                 | • Designated Homeless Coordinator                                           |                 |                           |                             |
|                                 | • Office Manager                                                            |                 |                           |                             |
|                                 | • Operations Manager                                                        |                 |                           |                             |
|                                 | • Primary Finance/Accounting contact                                        |                 |                           |                             |
|                                 | • Primary Human Resources contact                                            |                 |                           |                             |
|                                 | • Primary Attendance reporting contact                                      |                 |                           |                             |
| Organizational Chart            | Structure of organization from governing board to classroom teacher, including Charter Management Organization, if applicable. | August 30th     |                           | ✓                            |

**FACILITY**

| Building Permits                 | Evidence of compliance with local building code for educational uses, including building permits and zoning. | * 1 week prior to opening |                           |                             |
| Certificate of Occupancy         | Valid current Certification of Occupancy for school use | * 1 week prior to opening |                           |                             |
| Facilities Lease Agreement(s)    | Lease, rental agreement, facilities use agreement or similar documentation of right to use school facilities | July 1st            |                           | ✓                            |
| Facility Inspection              | Pre-opening Facility inspection w/be conducted by ACOE CSO staff based on CDE standards | * prior to opening |                           |                             |
| Fire Marshal Inspection          | Verification of passage of Fire Marshal inspection of the site             | * 1 week prior to opening |                           |                             |
| Safety plan                      | Safety and emergency response plan for specific site/s, covering earthquake, fire, natural disasters, bomb threat and criminal activity lock-down procedures; sample evacuation plans for classrooms; planned rotation of safety drills | * 2 weeks prior to opening |                           |                             |

**FINANCE**

<p>| Accounting Services              | Signed contract with back-office or financial services provider; or identification of individual/s responsible for providing service | July 1st         |                           | ✓                            |</p>
<table>
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<tr>
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</thead>
<tbody>
<tr>
<td>Approved Budget</td>
<td>Final budget for first fiscal year of operation; completed using ACOE template (i.e., MYP, Cash Flow, LCAP and special education)</td>
<td>Last week of June</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Attendance Accounting Procedures</td>
<td>Description of procedures used for attendance accounting</td>
<td>August 1st</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Bank Information for Fund Transfers</td>
<td>Completed ACOE forms for transfer of funds from ACOE to charter school</td>
<td>* June 1st</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Charter School Annual Info. Survey</td>
<td>CDE on-line form designating status of school as direct or in-direct funded</td>
<td>* CDE due date prior to opening (May)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Start-Up Grant</td>
<td>Public Charter School Grant Program application and subsequent correspondence re: status</td>
<td>* July 1st</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>GOVERNANCE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>501(c)(3) tax-exempt status</td>
<td>Letter from IRS confirming approval of tax exempt status <em>(if did not submit in petition)</em></td>
<td>July 1st</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Articles of Incorporation</td>
<td>As submitted to the state <em>(if did not submit in petition)</em></td>
<td>July 1st</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Board biographies</td>
<td>Brief summaries of the background and experience of board members</td>
<td>July 1st</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Board election process</td>
<td>Consistent with charter and bylaws, brief description of method for nominating and electing board members</td>
<td>July 1st</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Board meeting schedule</td>
<td>Dates, times and locations for all regular meetings of the board for the fiscal year; include all standing committees; identify annual organizational meeting at which board members and officers are elected</td>
<td>September 1st</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Board roster</td>
<td>Names and email addresses of all board members, with end date for current term of service, officers and committee assignments identified.</td>
<td>September 1st</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Board training</td>
<td>Verification of annual Brown Act and Fair Political Practices Act training for board and leadership</td>
<td>September 1st</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Bylaws</td>
<td>Latest version approved by the governing board <em>(if did not submit in petition)</em></td>
<td>July 1st</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Final charter</td>
<td>Final copy of charter correctly referencing ACBE and ACOE (without appendices) <em>(if did not submit in petition)</em></td>
<td>One week prior to ACBE approval of MOU</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td><strong>PERSONNEL</strong></td>
<td></td>
<td></td>
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<tr>
<td>Certification of Criminal and TB Screening</td>
<td>Certification that all employees and volunteers at school site have been subject to criminal background check (FBI and DOJ) and tuberculosis screening</td>
<td>August 1st</td>
<td>✓</td>
<td>(no docs. required only Epicenter certification)</td>
</tr>
<tr>
<td>Certification of Safety Training</td>
<td>Certification that all employees have been trained in health, safety and emergency procedures</td>
<td>First day of school</td>
<td>✓</td>
<td>(no docs. required only Epicenter certification)</td>
</tr>
<tr>
<td>Employee Handbook</td>
<td>Personnel policy/ies and/or documentation provided to all employees regarding terms of employment</td>
<td>August 1st</td>
<td>✓</td>
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<tr>
<td>ITEM</td>
<td>DESCRIPTION</td>
<td>DUE DATES</td>
<td>MUST BE POSTED ON WEBSITE</td>
<td>MUST BE UPLOADED TO EPICENTER</td>
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<td>------</td>
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<tr>
<td>employment; including mandated child abuse reporting, non-discrimination, sexual harassment, and complaint procedures</td>
<td></td>
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</tr>
<tr>
<td>Evaluation</td>
<td>Performance evaluation procedures for all leadership positions and teachers (including resource teachers, prep teachers, instructional coaches, etc.)</td>
<td>* July 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Job Descriptions</td>
<td>Job descriptions for all school leadership positions (listed above) and teachers (including resource teachers, prep teachers, instructional coaches, etc.)</td>
<td>* July 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payroll</td>
<td>Contract or other verification of payroll services provider</td>
<td>July 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>STRS/PERS Reporting</td>
<td>Contract with ACOE for STRS and/or PERS reporting</td>
<td>* July 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td></td>
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</tr>
<tr>
<td>Teacher Credentials</td>
<td>Complete ACOE CSO spreadsheet containing specified information on all instructional personnel</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>✓</td>
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<tr>
<td><strong>STUDENT ADMISSION AND ENROLLMENT</strong></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Admission, Enrollment and Exit Procedures</td>
<td>Description of process for admission and enrollment of students, consistent with Charter, and including dates for receiving applications and conducting lottery; also addressing process for exit (voluntary withdrawal) and notification of district of residence</td>
<td>July 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Application Form</td>
<td>Current downloadable or on-line form to apply for admission to the school</td>
<td>July 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Certification of Sufficient Enrollment</td>
<td>Certification that school has completed enrollment process for a number of students in each grade equal to at least 80% of the enrollment projected in its budget for the first year of operation</td>
<td>July 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>✓</td>
<td>(no docs. required only Epicenter certification)</td>
</tr>
<tr>
<td>List of Enrolled Students</td>
<td>List of enrolled students using ACOE Template</td>
<td>October 15&lt;sup&gt;th&lt;/sup&gt;</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Notices to Parents/Guardians</td>
<td>Copies of all mandated notices to parents and guardians, including those required under NCLB and other applicable law (examples: Title I, Title III, special education, etc.)</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>PENSEC</td>
<td>Pupil Estimates for New or Significantly Expanding Charters (PENSEC) reporting estimated average daily attendance (ADA) and other pupil counts for charter schools that will be newly operational.</td>
<td>July</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Required Documents for Enrollment</td>
<td>List of information and documents required to complete enrollment of admitted students</td>
<td>July 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Student/Family Handbook</td>
<td>Material provided to students and families regarding school policies, procedures and expectations; including attendance, discipline, parent volunteers, electronics, dress codes, etc.</td>
<td>August 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>✓</td>
<td>✓</td>
</tr>
</tbody>
</table>

**KEY:** * = The charter should have these documents in place however; they do not have to be submitted to ACOE or posted on website.
Epic Charter School - SCHEDULE D
Charter-Specific Conditions

The conditions under which the Charter was granted were specified in the adopted motion of the Alameda County Board of Education approving the charter. Should the County Board determine that the Non-Profit has failed to comply with Item 1, the action granting the Charter shall be nullified and the Charter deemed not to have been granted. Failure to comply with conditions 2, 3 and 4 shall be considered grounds for revocation of the charter.

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## EXHIBIT E - EPIC MOU

### ELA: Average Distance from Met

<table>
<thead>
<tr>
<th></th>
<th>SY18 (Actual)</th>
<th>SY19 (Target)</th>
<th>SY20 (Target)</th>
<th>SY21 (Target)</th>
<th>SY22 (Target)</th>
<th>SY23 (Target)</th>
<th>SY24 (Target)</th>
<th>SY20-24</th>
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<tbody>
<tr>
<td>ELA</td>
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<tr>
<td></td>
<td>DFM Growth</td>
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<td></td>
<td></td>
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<tr>
<td>ALL STUDENTS</td>
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<tr>
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<td>-33.5</td>
<td>-24.5</td>
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<td>30.0</td>
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<tr>
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### MATH: Average Distance from Met

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<th>SY19 (Target)</th>
<th>SY20 (Target)</th>
<th>SY21 (Target)</th>
<th>SY22 (Target)</th>
<th>SY23 (Target)</th>
<th>SY24 (Target)</th>
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<td>-56.6</td>
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<td>-57.0</td>
<td>-48.0</td>
<td>-39.0</td>
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### Chronic Absence Rate

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<th>SY18 (Actual)</th>
<th>SY19 (Target)</th>
<th>SY20 (Target)</th>
<th>SY21 (Target)</th>
<th>SY22 (Target)</th>
<th>SY23 (Target)</th>
<th>SY24 (Target)</th>
<th>SY20-24</th>
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<td>Chronic Absence Rate</td>
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<td>DFM Growth</td>
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</tr>
<tr>
<td>ALL STUDENTS</td>
<td>19.7%</td>
<td>15.7%</td>
<td>14.0%</td>
<td>12.3%</td>
<td>10.6%</td>
<td>8.9%</td>
<td>8.4%</td>
<td>-6.8%</td>
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<td>Targets established annually:</td>
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<tr>
<td>Hispanic</td>
<td>16.0%</td>
<td>12.0%</td>
<td>10.3%</td>
<td>8.6%</td>
<td>8.1%</td>
<td>7.6%</td>
<td>7.1%</td>
<td>-4.4%</td>
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<tr>
<td>If greater than 20% (Very High), then -3% (Increased Significantly)</td>
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<tr>
<td>African American</td>
<td>34.0%</td>
<td>20.0%</td>
<td>18.3%</td>
<td>16.6%</td>
<td>14.9%</td>
<td>13.2%</td>
<td>11.5%</td>
<td>-6.8%</td>
</tr>
<tr>
<td>If between 10 to 20%, (High) then -1.7% (Increased)</td>
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<tr>
<td>English Learners</td>
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<td>8.0%</td>
<td>7.5%</td>
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<tr>
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<tr>
<td>Students w/ IEPs</td>
<td>33.3%</td>
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<td>18.3%</td>
<td>16.6%</td>
<td>14.9%</td>
<td>13.2%</td>
<td>11.5%</td>
<td>-6.8%</td>
</tr>
<tr>
<td>Free / Reduced Lunch</td>
<td>19.4%</td>
<td>15.4%</td>
<td>13.7%</td>
<td>12.0%</td>
<td>10.3%</td>
<td>8.6%</td>
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</table>

### SUSPENSION

<table>
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<tr>
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<th>SY18 (Actual)</th>
<th>SY19 (Target)</th>
<th>SY20 (Target)</th>
<th>SY21 (Target)</th>
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<th>SY23 (Target)</th>
<th>SY24 (Target)</th>
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<td></td>
<td>DFM Growth</td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>ALL STUDENTS</td>
<td>11.1%</td>
<td>8.1%</td>
<td>6.4%</td>
<td>8.1%</td>
<td>5.8%</td>
<td>5.5%</td>
<td>5.2%</td>
<td>-2.6%</td>
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<tr>
<td>Targets established annually:</td>
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<td></td>
</tr>
<tr>
<td>Hispanic</td>
<td>7.8%</td>
<td>4.8%</td>
<td>4.5%</td>
<td>4.2%</td>
<td>3.9%</td>
<td>3.6%</td>
<td>3.3%</td>
<td>-1.2%</td>
</tr>
<tr>
<td>If greater than 12% (Very High), then -3% (Increased Significantly)</td>
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<td>26.7%</td>
<td>23.7%</td>
<td>20.7%</td>
<td>17.7%</td>
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<td>If between 8 to 12%, (High) then -1.7% (Increased)</td>
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<tr>
<td>English Learners</td>
<td>7.0%</td>
<td>4.0%</td>
<td>3.7%</td>
<td>3.4%</td>
<td>3.1%</td>
<td>2.8%</td>
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<td>-1.2%</td>
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<tr>
<td>If less than 8% (Medium or better) then -0.3% (Increased)</td>
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<tr>
<td>Students w/ IEPs</td>
<td>24.1%</td>
<td>18.1%</td>
<td>15.1%</td>
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<td>9.1%</td>
<td>7.4%</td>
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<td>-10.7%</td>
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<tr>
<td>Free / Reduced Lunch</td>
<td>10.4%</td>
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<td>7.1%</td>
<td>6.8%</td>
<td>6.5%</td>
<td>6.2%</td>
<td>5.9%</td>
<td>-1.2%</td>
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<td>Submitted draft of targets 4/26/19</td>
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<td>Submission strategic plan and benchmarks designed to accelerate the academic performance for underperforming students, particularly African American students, English Learners and Students with Disabilities.</td>
<td>June 1, 2019</td>
<td>Submitted draft of benchmarks 4/23/19 Submitted draft plan 4/26/19</td>
</tr>
</tbody>
</table>
To: Hae Sin Thomas, Chief Executive Officer  
Noah Bradley, Chief Academic Officer  
Sundar Chari, Chief Strategy Officer  

From: Juwen Lam, Executive Director of Research, Assessment & Accountability Partnerships  

Cc: Ingrid Roberson, Chief of Learning and Accountability  

Date: May 1, 2019  

RE: Academic and Enrollment Targets and Plans  

Overview  
Thank you for providing the Alameda County Office of Education (ACOE) with the draft academic and enrollment targets and plans. The Research, Assessment and Accountability Partnerships Team (RAAP) team has reviewed the documents listed below.  

Epic MOU Metrics  
Draft: Epic MOU Academic Targets  
Epic Acceleration Plan  
Epic MOU Enrollment Targets  

This letter serves to summarize the team’s feedback and ask clarifying questions for your consideration.  

Epic MOU Metrics and Draft: Epic MOU Academic Targets  
Please note that the academic metrics presented in the aforementioned documents are not currently aligned to the ongoing metrics in Epic’s Local Control Accountability Plan or Charter Petition. Aligning the strategic documents to the metrics presented will streamline strategic planning processes and communication to staff and community members. ACOE proposes that the Epic Memorandum of Understanding be revised to incorporate language that the charter petition shall be amended to list Epic’s aforementioned revised Academic Targets.
The academic targets of increasing 15 points Distance from Standard (DfS) in English Language Arts and Mathematics indicates less growth than Epic demonstrated in 17-18. Epic should consider setting ongoing academic and behavioral goals that are both ambitious and attainable.

Below is a chart to reference how Epic’s 19-20 academic growth target (+15 points DfS), reduction in Suspension target (-3 percentage points), reduction in Chronic Absenteeism target (-4 percentage points) compares with the prior two years of growth for comparison schools Urban Promise, Roosevelt and United for Success.

<table>
<thead>
<tr>
<th>California Dashboard Fall 2018</th>
<th>English Language Arts (Change in number of Distance from Standard points)</th>
<th>Mathematics (Change in number of Distance from Standard points)</th>
<th>Suspension (Change in percentage points)</th>
<th>Chronic Absenteeism (Change in percentage points)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Epic</td>
<td>+9.1 (16-17) +18.9 (17-18)</td>
<td>-17.1 (16-17) +27.7 (17-18)</td>
<td>+3.9% (16-17) +0.3% (17-18)</td>
<td>+3.3% (17-18)</td>
</tr>
<tr>
<td>Urban Promise</td>
<td>-20.2 (16-17) +15.1 (17-18)</td>
<td>-25.9 (16-17) +35.6 (17-18)</td>
<td>-3.5% (16-17) +1.8% (17-18)</td>
<td>+0.7% (17-18)</td>
</tr>
<tr>
<td>Roosevelt</td>
<td>-10.9 (16-17) -3.3 (17-18)</td>
<td>-22.2 (16-17) +7.4 (17-18)</td>
<td>-0.3% (16-17) -1.9% (17-18)</td>
<td>-4.1% (17-18)</td>
</tr>
<tr>
<td>United for Success</td>
<td>-8.0 (16-17) +13.7 (17-18)</td>
<td>+0.4 (16-17) +15.4 (17-18)</td>
<td>+1.8% (16-17) +0.6% (17-18)</td>
<td>-4.6% (17-18)</td>
</tr>
</tbody>
</table>

The current 19-20 academic targets for English Language Arts and Mathematics are not differentiated by student group. Epic should consider setting differentiated academic targets for African American students, Students with Disabilities and English Learners in order to accelerate the closing of the achievement gap between these student groups and All Students.

Below is a chart to reference how Epic’s 19-20 academic growth target for student groups compares with the prior two years of growth for comparison schools Urban Promise, Roosevelt and United for Success. Epic should consider academic and behavioral goals for the highlighted student groups that are both ambitious and attainable.
<table>
<thead>
<tr>
<th>California Dashboard Fall 2018</th>
<th>English Language Arts (Change in number of Distance from Standard points)</th>
<th>Mathematics (Change in number of Distance from Standard points)</th>
<th>Suspension (Change in percentage points)</th>
<th>Chronic Absenteeism (Change in percentage points)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Epic</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>African American</td>
<td>-25.5 (16-17) +12.0 (17-18)</td>
<td>-34.3 (16-17) +17.8 (17-18)</td>
<td>+12.3% (16-17) +0.9% (17-18)</td>
<td>+6.3% (17-18)</td>
</tr>
<tr>
<td>Students with Disabilities</td>
<td>-4.5 (16-17) +12.0 (17-18)</td>
<td>-12.7 (16-17) +17.8 (17-18)</td>
<td>+8.6% (16-17) +1.1% (17-18)</td>
<td>+3.3% (17-18)</td>
</tr>
<tr>
<td>English Learners</td>
<td>+14.3 (16-17) +12.0 (17-18)</td>
<td>-16.7 (16-17) +17.8 (17-18)</td>
<td>+3.7% (16-17) -2.5% (17-18)</td>
<td>-6.7% (17-18)</td>
</tr>
<tr>
<td><strong>Urban Promise</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>African American</td>
<td>-12.3 (16-17) +23.0 (17-18)</td>
<td>-25.5 (16-17) +55.5 (17-18)</td>
<td>+3.1% (16-17) -11.7% (17-18)</td>
<td>+4.7% (17-18)</td>
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<td>Students with Disabilities</td>
<td>-16.2 (16-17) +27.2 (17-18)</td>
<td>-27.1 (16-17) +49.9 (17-18)</td>
<td>-4.1% (16-17) -1.0% (17-18)</td>
<td>+2.4% (17-18)</td>
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<tr>
<td>English Learners</td>
<td>-22.7 (16-17) +12.2 (17-18)</td>
<td>-23.6 (16-17) +25.9 (17-18)</td>
<td>-7.0% (16-17) +2.6% (17-18)</td>
<td>+0.3% (17-18)</td>
</tr>
<tr>
<td><strong>Roosevelt</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>African American</td>
<td>-24.1 (16-17) +9.1 (17-18)</td>
<td>-53.9 (16-17) +23.7 (17-18)</td>
<td>+5.1% (16-17) -8.6% (17-18)</td>
<td>-7.6% (17-18)</td>
</tr>
<tr>
<td>Students with Disabilities</td>
<td>+12.4 (16-17) -2.5 (17-18)</td>
<td>+10.1 (16-17) -9.9 (17-18)</td>
<td>-2.0% (16-17) +0.4% (17-18)</td>
<td>-3.5% (17-18)</td>
</tr>
<tr>
<td>English Learners</td>
<td>-12.3 (16-17) -9.9 (17-18)</td>
<td>-16.3 (16-17) -3.3 (17-18)</td>
<td>-0.6% (16-17) +0.5% (17-18)</td>
<td>-3.3% (17-18)</td>
</tr>
<tr>
<td><strong>United for Success</strong></td>
<td></td>
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<td></td>
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<td>African American</td>
<td>-14.3 (16-17) +12.6 (17-18)</td>
<td>-22.5 (16-17) +8.6 (17-18)</td>
<td>+5.0% (16-17) -2.0% (17-18)</td>
<td>-10.7% (17-18)</td>
</tr>
<tr>
<td>Students with Disabilities</td>
<td>+4.1 (16-17) +7.6 (17-18)</td>
<td>+2.3 (16-17) +6.6 (17-18)</td>
<td>+5.7% (16-17) +7.4% (17-18)</td>
<td>-6.5% (17-18)</td>
</tr>
<tr>
<td>English Learners</td>
<td>-3.2 (16-17)</td>
<td>+9.8 (16-17)</td>
<td>+0.8% (16-17)</td>
<td></td>
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<td>-----------------</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>+10.1 (17-18)</td>
<td>+15.3 (17-18)</td>
<td>+0.4% (17-18)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>+2.0% (17-18)</td>
<td>+0.4% (17-18)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

During the review of the academic targets, it was noted that the targets for All Students, Hispanic students, English Learners and students qualifying for Free/Reduced Lunch change from increasing 15 points to 9 points in the 20-21 school year. This change is also true for targets in Chronic Absenteeism and Suspension in the outyears. If there is additional information about why these targets will shift, please feel free to provide.

**Epic Acceleration Plan - ACOE**

Alignment of the key drivers, strategies and theories of action across all documents (e.g. LCAP, Strategic Plan, Acceleration Plan) will streamline instructional and operational planning processes.

Three key strategies were highlighted in Epic’s Charter Petition - Instructional Coherence, Data Driven Instruction and Instructional Leaderships. This is consistent with the three strategies outlined in the Acceleration Plan - Weekly Data Meetings, Responsive Coaching and Content Development.

The submitted Acceleration Plan is a high level outline with identified weekly actions, leadership actions and critical network support with leading and lagging indicators. Epic should consider how detailed weekly action plans will be developed and implemented and shared with the staff at large. Epic should consider identifying and planning for the artifacts to be collected from the Culture Team, Weekly Data Meetings, Coaching Sessions and Professional Development Sessions throughout 2019-2020.

**Draft Epic MOU Enrollment Targets**

The enrollment target presented for 19-20 is 332, which is less than the 345 specified in the proposed Memorandum of Understanding. Please confirm the correct number of Returning Students and Newly Enrolled Students on Slide 3. The sum of Returning Students in the above rows total 212 and the sum of Newly Enrolled Students total 94. If the projected enrollment as of 4/21/19 is 345, please feel free to provide additional information on how the 19-20 projection is 332. Please clarify the how the information will be collected on the students who are planning to return.

For the strategies and theories of action listed to meet the enrollment targets, Epic may consider designing or including specific time bound action plans for each strategy or perhaps linking to where this strategy may be found in existing strategic plans (e.g. LCAP, Charter Petition).
Summary of Feedback

In setting academic targets, staff should consider setting academic targets that are both ambitious and attainable, for all students and identified student groups. Staff should also consider setting differentiated academic targets for African American students, Students with Disabilities and English Learners in order to accelerate the closing of the achievement gap between these student groups and All Students. For the implementation of the 19-20 Acceleration Plan, Epic staff should consider how detailed weekly action plans will be developed and implemented and shared with the staff at large. Epic should consider identifying and planning for the artifacts to be collected from the Culture Team, Weekly Data Meetings, Coaching Sessions and Professional Development Sessions throughout 2019-2020.
Memorandum No. 9  Meeting Date: 5/14/2019

TO: Alameda County Board of Education
FROM: Yvonne Cerrato, Board President
RE: Policy and Legislation Committee Report

Background:

A. The Policy and Legislation Chair will report out from the April 9, 2019 Committee meeting.

B. The Board will review and consider taking action on the following Board Policy for FIRST READING:
   - BP 6162.5 Student Assessment
   - BP 6162.51 State Academic Achievement Tests
   - BB 9501 Preventing Hate-Motivated Behavior and Incidents

C. The Board will review and consider taking action on removing the following Board Policy:
   - BP 6162.52 High School Exit Exam

D. The Board will review and consider taking a position on the following legislation:
   - AB 575 - Education Finance: Local Control Funding Formula: Supplemental Grants: Lowest Performing Pupil Subgroup or Subgroups.
   - AB 428 - Special Education Funding.

Action Requested:

INFORMATION/ ACTION

The Board will review and consider taking action Board Policies.

The Board will review and consider taking a position on legislation.

ATTACHMENTS:

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<thead>
<tr>
<th>Type</th>
<th>Description</th>
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</thead>
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<tr>
<td>Backup Material</td>
<td>BP6162.5 Student Assessment</td>
</tr>
<tr>
<td>Backup Material</td>
<td>BP6162.51 State Academic Achievement Tests</td>
</tr>
<tr>
<td>Backup Material</td>
<td>BP6162.51 State Academic Achievement Tests</td>
</tr>
<tr>
<td>Backup Material</td>
<td>Remove - BP6162.52 High School Exit Examination</td>
</tr>
<tr>
<td>Backup Material</td>
<td>Bill Text - AB-575 Education finance</td>
</tr>
<tr>
<td>Backup Material</td>
<td>Bill Text - AB-428 Special education funding</td>
</tr>
<tr>
<td>Backup Material</td>
<td>Bill Analysis AB 428 - Assembly Education Committee</td>
</tr>
<tr>
<td>Backup Material</td>
<td>Bill Analysis AB 428 - Assembly Appropriations Committee</td>
</tr>
</tbody>
</table>
(CURRENT) Board Policy 6162.5 Student Assessment

NOTE: Underlining indicates same or similar wording between CURRENT and PROPOSED.

Scope

The County Board of Education believes that the primary goal of student assessments should be to help students, parents/guardians and teachers identify individual student's academic accomplishments, progress and areas needing improvement in order to enhance teaching and learning.

The County Superintendent or designee shall ensure that assessments are conducted for purposes of determining students' eligibility for and appropriate placement in district programs, need for supplemental instruction and eligibility for graduation.

The County Board desires to use a variety of evaluation measures to reach the above-stated goal. To have validity, tests must correspond to the material that is being taught and reliably measure the extent to which students meet specified standards of achievement.

The effectiveness of the schools, teachers and district shall be evaluated in part on the basis of these student assessments.

When district wide and school-level results of student assessments are published, the County Superintendent or designee may provide supplementary information to assist parents/guardians and the local community in interpreting test results and evaluating school performance.

(PROPOSED) Board Policy 6162.5 Student Assessment

NOTE: Underlining indicates same or similar wording between CURRENT and PROPOSED.

Note: The following optional policy may be revised to reflect district practice. For information about required state assessments administered as part of the California Assessment of Student Performance and Progress (CAASPP), see BP/AR 6162.51 - State Academic Achievement Tests.

The County Board recognizes that student assessments are an important instructional and accountability tool. To obtain the most accurate evaluation of student performance, the district shall use a variety of measures, including county, state, and/or national assessments.

(cf. 6162.51 - State Academic Achievement Tests)

Note: The following paragraph addresses potential uses of student assessment data. Pursuant to Education Code 52060, applicable statewide student assessments must be used as one of the measures of progress toward the district's annual goals for student achievement included in its local control and accountability plan; see AR 0460 - Local Control and Accountability Plan. In addition, pursuant to Education Code 44662, evaluations of certificated staff must include an assessment of students' progress toward meeting district standards of expected student achievement at each grade level in each area of study and, if applicable, toward state standards as measured by state criterion-referenced assessments (i.e., assessments that test students' mastery of the content). However, Education Code 44662 prohibits the use of publishers' norms established by standardized tests (i.e., assessments that compare students' performance to a representative sample of students) for the purpose of evaluating and assessing certificated staff performance. The use of student assessment results in staff evaluations may also be addressed in collective bargaining agreements or employment contracts. See BP/AR 4115 - Evaluation/Supervision and BP 4315 - Evaluation/Supervision.

Assessment data shall be used to help determine individual students' progress, mastery of academic standards, appropriate placement in county office programs, and/or eligibility for graduation. In addition, summary data on student assessment results shall be used by the county office to identify and review student achievement goals in the county office’s local control and accountability plan, evaluate county office educational programs in order to identify needed improvements, and, as appropriate, evaluate staff performance.

(cf. 0460 - Local Control and Accountability Plan)
(cf. 0500 - Accountability)
(cf. 2140 - Evaluation of the Superintendent)
(cf. 4115 - Evaluation/Supervision)
(cf. 4315 - Evaluation/Supervision)
(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 5123 - Promotion/Acceleration/Retention)
In selecting or developing any county office assessment, the Superintendent or designee shall examine evidence of its reliability, its validity for the intended purpose and for various student populations, and the extent to which it aligns with the material that is being taught.

The Superintendent or designee shall ensure that assessments are administered in accordance with law and test publisher's directions, and that test administration procedures are fair and equitable for all students.

Note: Education Code 52052 requires that schools and districts demonstrate comparable improvement in academic achievement by all "numerically significant" student subgroups, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. A "numerically significant" subgroup is one that consists of at least 30 students, or 15 foster youth or homeless students, each of whom has a valid test score. To evaluate the extent to which the district fulfills this responsibility, it will be important to examine disaggregated student assessment results as provided below.

Note: Pursuant to Education Code 49558, the Governing Board may adopt policy allowing the use of individual applications or records from the free and reduced-price meal program to identify students for the purpose of disaggregating student achievement data. See BP/AR 3553 - Free and Reduced Price Meals for optional language providing such authorization.

As appropriate, assessment results shall be disaggregated by student subgroup, classroom, grade level, and/or school site to allow for critical analysis of student needs.

The Superintendent or designee shall provide professional development as needed to assist administrators and teachers in interpreting and using assessment data to improve student performance and the instructional program.

When county-wide and school-level results of student assessments are published by the state, the Superintendent or designee may provide supplementary information to assist parents/guardians and the community in understanding test results.
Individual Record of Accomplishment

The County Superintendent or designee shall ensure that each student, by the end of grade 12, has an individual record of accomplishment that includes the following: (Education Code 60607)

1. The results of the achievement test administered under the Standardized Testing and Reporting program pursuant to Education Code 60640-60647
2. The results of any end-of-course examinations taken

Interim and Formative Assessments

Note: At their discretion, districts may choose to use the Smarter Balanced interim and formative assessments, which are part of the CAASPP. Pursuant to Education Code 60642.6, as amended by AB 1035 (Ch. 752, Statutes of 2017), these tests may be used, in combination with other sources of information, to gain timely feedback about student progress in an effort to continually adjust instruction to improve learning. Education Code 60642.7, as added by AB 1035, specifies that results of such assessments shall not be used for any high-stakes purpose.

State interim and formative assessments may be used in combination with other sources of information to gain timely feedback about student progress in an effort to continually adjust instruction to improve learning. Results from interim and formative assessments shall not be used for any high-stakes purpose, including, but not limited to, teacher or other school staff evaluation, accountability, student grade promotion or retention, graduation, course or class placement, identification for gifted or talented education, reclassification of English learners, or identification as an individual with exceptional needs. (Education Code 60642.6, 60642.7)

The Superintendent or designee shall ensure that teachers who administer interim and formative assessments have access to all functions and information designed for teacher use related to such assessments and student performance on the assessments. (Education Code 60642.6)

Individual Record of Accomplishment

Note: The following section is for use by districts that maintain high schools.

The Superintendent or designee shall ensure that each student, by the end of grade 12, has an individual record of accomplishment that includes the following: (Education Code 60607)

1. The results of the state achievement tests required and administered as part of the California Assessment of Student Performance and Progress, or any predecessor assessments, pursuant to Education Code 60640-60649
2. The results of any end-of-course examinations taken
3. The results of any vocational education certification examinations taken

Legal Reference:

EDUCATION CODE
313 Assessment of English language development
10600-10610 California Education Information System
44660-44665 Evaluation and assessment of performance of certificated employees (Stull Act)
51041 Evaluation of educational program
51450-51455 Golden State Seal Merit Diploma
60600-60649 Assessment of academic achievement, especially:
80640-80649 California Assessment of Student Performance and Progress
60800 Physical fitness testing
60810-60812 Assessment of English language development
60850-60859 High school exit examination
60900 California Longitudinal Pupil Achievement Data System
CODE OF REGULATIONS, TITLE 5
850-870 Standardized Testing and Reporting program
1200-1225 High School Exit Examination
UNITED STATES CODE, TITLE 20
52052 Accountability; numerically significant student subgroups
52060-52077 Local control and accountability plan
60600-60649 California Assessment of Student Performance and Progress
60800 Physical fitness testing
60900 California Longitudinal Pupil Achievement Data System
CODE OF REGULATIONS, TITLE 5
850-864 California Assessment of Student Performance and Progress
UNITED STATES CODE, TITLE 20
9622 National Assessment of Educational Progress

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Key Elements of Testing, 2004
U.S. DEPARTMENT OF EDUCATION PUBLICATIONS
Teachers’ Use of Student Data Systems to Improve Instruction, 2007
WEB SITES
CSBA: http://www.csba.org
California Department of Education, Testing and Accountability: http://www.cde.ca.gov/ta
Educational Testing Service: http://www.ets.org

Policy ALAMEDA COUNTY OFFICE OF EDUCATION
adopted: August 10, 2004 Hayward, California
The County Superintendent or designee shall administer mandatory student assessments within the state Standardized Testing and Reporting (STAR) program as required by law and in accordance with County Board of Education policy and administrative regulation.

The County Board desires to use the results of the achievement tests to evaluate the performance of district students against the state's academic standards, the performance of students in other districts across the state, and national norms.

To ensure maximum student participation, the County Superintendent or designee shall notify students and parents/guardians of the importance of these achievement tests.

Legal Reference:
EDUCATION CODE
51041 Evaluation of educational program
52056 Board discussion of Academic Performance Index rankings, including STAR results
56345 Individualized education program, contents
60600-60630 Assessment of academic achievement
60640-60649 Standardized Testing and Reporting Program
60660-60663 Electronic learning assessment resources
60810 Assessment of language development
99300-99301 Early Assessment Program
CODE OF REGULATIONS, TITLE 5
850-870 Standardized Testing and Reporting Program
UNITED STATES CODE, TITLE 20
1412(a)(17) Participation of students with disabilities in state assessments
6311 Adequate yearly progress
CODE OF FEDERAL REGULATIONS, TITLE 34
200.1 Standards and assessment

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Matrix of Test Variations, Accommodations and Modifications for Administration of California Statewide Assessments
CALIFORNIA STATE UNIVERSITY PUBLICATIONS
The Early Assessment Program: Handbook for School Site Leaders, 2008
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Note: The following optional policy may be revised to reflect district practice. Education Code 60600-60649 establish the California Assessment of Student Performance and Progress (CAASPP). See the accompanying administrative regulation for a list of assessments included in the CAASPP and program requirements.

Note: ill occur in the 2014-15 school year unless the State Board of Education (SBE) determines that the assessments cannot be fully implemented at that time. In addition, Education Code 60640, as amended, requires the SBE to adopt a primary language assessment that will be administered no later than the 2016-17 school year and to make recommendations by March 1, 2016, for expanding the CAASPP to include additional subjects and assessment methods.

The County Board recognizes that state achievement test results provide an indication of student progress in achieving state academic standards and may be used to promote high-quality teaching and learning. The Superintendent or designee shall administer mandatory student assessments within the California Assessment of Student Performance and Progress (CAASPP) as required by law and in accordance with Board policy and administrative regulation.

(cf. 6011 - Academic Standards)
(cf. 6162.5 - Student Assessment)
(cf. 6162.54 - Test Integrity/Test Preparation)
(cf. 9321 - Closed Session Purposes and Agendas)
(cf. 9321.1 - Closed Session Actions and Reports)

Note: The level of student participation in state assessments is a factor in the state accountability system. Pursuant to 20 USC 6311, as amended by the Every Student Succeeds Act (P.L. 114-95), states must annually measure the achievement of not less than 95 percent of all students. Thus, districts must not discourage any individual student or group of students from participating. See the accompanying administrative regulation for further information about exemptions from testing.

The County Board strongly encourages all students at the applicable grade levels to participate in the state assessments in order to maximize the usefulness of the data and enable the district to meet participation levels required for state and federal accountability systems. The Superintendent or designee shall notify students and parents/guardians about the importance of these assessments and shall develop strategies to encourage student participation. Students shall be exempted from participation only in accordance with law and administrative regulation.

Note: The following paragraph is optional. Education Code 52052 requires that schools and districts demonstrate comparable improvement in academic achievement by all numerically significant subgroups, including ethnic subgroups, socioeconomically disadvantaged students, English learners,
students with disabilities, foster youth, and homeless students, when the subgroup consists of at least 30 students with a valid test score or 15 foster youth or homeless students; see BP 0500 - Accountability. In addition, Education Code 52060 requires that the district's local control and accountability plan include annual goals to be achieved for all students and for each numerically significant subgroup; see BP/AR 0460 - Local Control and Accountability Plan.

The County Board shall annually examine state assessment results by school, grade level, and student subgroup as one measure of the county office's progress in attaining its student achievement goals and shall revise the local control and accountability plan and other county office or school plans as necessary to improve student achievement for underperforming student groups.

(cf. 0460 - Local Control and Accountability Plan)
(cf. 0500 - Accountability)

Legal Reference:
EDUCATION CODE
49076 Student records; access
51041 Evaluation of educational program
52052 Accountability; numerically significant student subgroups
52060-52077 Local control and accountability plan
56345 Individualized education program, contents
60600-60630 Assessment of academic achievement
60640-60649 California Assessment of Student Performance and Progress
60660-60663 Electronic learning assessment resources
99300-99301 Early Assessment Program
CODE OF REGULATIONS, TITLE 5
850-864 State assessments
UNITED STATES CODE, TITLE 20
1412 Participation of students with disabilities in state assessments
6311 Adequate yearly progress
CODE OF FEDERAL REGULATIONS, TITLE 34
200.1 Standards and assessment

Management Resources:
CSBA PUBLICATIONS
Supporting Student Achievement: Student Assessment System in Flux, Governance Brief, June 2013
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Assembly Bill 484 Questions and Answers
CALIFORNIA STATE UNIVERSITY PUBLICATIONS
The Early Assessment Program: Handbook for School Site Leaders, 2008
SMARTER BALANCED ASSESSMENT CONSORTIUM PUBLICATIONS
Usability, Accessibility, and Accommodations Guidelines, September 2013
It is the intent of the Alameda County Board of Education to promote harmonious human relationships that enable students and staff to gain a true understanding of the rights and duties of people in our society.

The County Board affirms the right for all students and staff to be free from hate-motivated crimes, abusive statements, or any activity that degrades the unique qualities of an individual such as race, ethnicity, culture, language, heritage, sexuality, physical/mental disability, and religious beliefs and practices. Such verbal or physical acts are damaging to self-esteem and will not be tolerated in an educational environment.

The County Board recognizes that such hate-motivated behaviors, statements, threats, physical assaults or damage to property are inflammatory to those victimized by such acts and jeopardize the safety and well-being of students and staff.

The County Board encourages school district boards to adopt a policy to ensure that each school perceives curtailment and prevention of hate-motivated incidents, along with victim amelioration, as a mandate.

The County Board encourages the County Superintendent and staff to develop programs for the County Office of Education and county-run educational programs that enhance self-esteem, raise awareness and sensitivity and foster respect for individuals and their unique qualities.

Bylaw ALAMEDA COUNTY OFFICE OF EDUCATION

adopted: April 27, 1993 Hayward, California

It is the intent of the Alameda County Board of Education to promote harmonious human relationships that enable students and staff to gain a true understanding of the rights and duties of people in our society.

The County Board affirms the right for all students and staff to be free from hate-motivated crimes, abusive statements, or any activity that degrades the unique qualities of an individual such as race, ethnicity, culture, language, heritage, sexuality, physical/mental disability, and religious beliefs and practices. Such verbal or physical acts are damaging to self-esteem and will not be tolerated in an educational environment.

The County Board recognizes that such hate-motivated behaviors, statements, threats, physical assaults or damage to property are inflammatory to those victimized by such acts and jeopardize the safety and well-being of students and staff.

The County Board encourages school district boards to adopt a policy to ensure that each school perceives curtailment and prevention of hate-motivated incidents, along with victim amelioration, as a mandate.

The County Board encourages the County Superintendent and staff to develop programs for the County Office of Education and county-run educational programs that enhance self-esteem, raise awareness and sensitivity and foster respect for individuals and their unique qualities.

Bylaw ALAMEDA COUNTY OFFICE OF EDUCATION

adopted: April 27, 1993 Hayward, California

readopted: Date TBD
Scope of Responsibilities

The County Board of Education desires to ensure that district students who graduate from high school can demonstrate grade-level competency in reading, writing and mathematics and are given the opportunity to learn the subjects covered in the high school exit examination.

The County Superintendent or designee shall ensure that district programs and services, including but not limited to instructional materials, staff development and remediation programs, are aligned with the exit exam.

The County Superintendent or designee shall administer the exit exam as required by law for high school graduation.

Students who do not demonstrate sufficient progress toward passing the exit exam shall be provided necessary supplemental instruction necessary to assist the students to succeed on the exam.

Accommodations for Students with Disabilities

A student with a disability shall be permitted to take the exit exam with any accommodations or modifications provided for testing as specified in his/her individualized education program (IEP) adopted pursuant to the Individuals with Disabilities Education Act or Section 504 plan adopted pursuant to the Rehabilitation Act of 1973.

At the parent/guardian's request, the principal shall submit to the County Board a request for a waiver of the requirement to successfully pass the exit exam for a student with a disability who has taken the exit exam with modifications that alter what the test measures and has received the equivalent of a passing score on one or more subject matter parts of the exam. The County Board may waive the requirement for such a student if the principal certifies that the student has all of the following: (Education Code 60851)

1. An IEP or 504 plan in place that requires the accommodations or modifications to be provided to the student when taking the exit exam
2. Sufficient high school level coursework either satisfactorily completed or in progress in the district's high school level curriculum sufficient to have attained the skills and knowledge otherwise needed to pass the exit exam
3. An individual score report for the student showing that the student has received the equivalent of a passing score on the exam while using a modification that fundamentally alters what the exit exam measures as determined by the State County Board of Education
Upon receiving the certification from the principal, the County Board shall consider the waiver request in a timely manner, generally at the next scheduled regular County Board meeting.

In order to protect the student's privacy rights, the waiver shall be considered in closed session. Final County Board action on the waiver shall be taken in open session and shall be a matter of public record.

Accommodations for English Language Learners

English language learners may be allowed accommodations on the exam that are necessary and appropriate to afford access to the test consistent with federal law, as long as the accommodations do not fundamentally alter what the exam is designed to measure, including additional time as provided for all students in 5 CCR 1215.

The County Superintendent or designee shall ensure that English language learners are evaluated to determine if they possess sufficient English language skills at the time of the exam to be assessed with the test.

If a student does not possess sufficient English language skills to be assessed on the exam, the County Superintendent or designee may defer the exam requirement for a period of up to 24 calendar months of enrollment in the California public school system until the student has completed six months of instruction in reading, writing and comprehension in the English language.

Legal Reference:

EDUCATION CODE
35146 Closed sessions
35186 Williams Uniform Complaint Procedures
37252-37254.1 Supplemental instruction
51041 Evaluation of educational program
52378 Supplemental school counseling program
56026 Individuals with exceptional needs
56101 Waiver of code or regulation
60810 Assessment of language development
60850-60859 Exit examination
CODE OF REGULATIONS, TITLE 5
1200-1225 High school exit examination
UNITED STATES CODE, TITLE 20
1400-1482 Individuals with Disabilities Education Act
UNITED STATES CODE, TITLE 29
794 Rehabilitation Act of 1973, Section 504
CODE OF FEDERAL REGULATIONS, TITLE 34
300.503 Prior notice

COURT DECISIONS

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Independent Evaluation of the California High School Exit Examination (CAHSEE), Annual Reports,
Human Resources Research Organization
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
The Use of Tests as Part of High-Stakes Decision-Making for Students: A Resource Guide for Educators
and Policy-Makers, December 2001
WEB SITES
CSBA: http://www.csba.org
California Department of Education, California High School Exit Examination:
http://www.cde.ca.gov/ta/tg/hs/index.asp
Educational Testing Service: http://www.ets.org/cahsee
U.S. Department of Education, Office for Civil Rights:
http://www.ed.gov/about/offices/list/ocr/index.html

Policy  ALAMEDA COUNTY OFFICE OF EDUCATION

adopted: August 10, 2004  Hayward, California
An act to amend Sections 2574 and 42238.02 of the Education Code, relating to education finance.

LEGISLATIVE COUNSEL’S DIGEST

AB 575, as introduced, Weber. Education finance: local control funding formula: supplemental grants: lowest performing pupil subgroup or subgroups.

Existing law establishes a public school financing system that requires state funding for county superintendents of schools, school districts, and charter schools to be calculated pursuant to a local control funding formula, as specified. Under the local control funding formula, an important component is the number of “unduplicated pupils,” as defined to be pupils classified as English learners, as eligible for free or reduced-price meals, or as foster youth, for purposes of supplemental grants.

This bill would, commencing with the 2019–20 fiscal year, adjust the definition of “unduplicated pupils” to include pupils who are included in the lowest performing subgroup or subgroups, as defined, based on the most recently available mathematics or language arts results on the California Assessment of Student Performance and Progress, as specified. The bill would require the Superintendent of Public Instruction to annually identify the lowest performing pupil subgroup or subgroups. The bill would require that implementation of these provisions be contingent upon the appropriation of funds for these purposes in the annual Budget Act or other statute.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 2574 of the Education Code is amended to read:

2574. For the 2013-14 fiscal year and for each fiscal year thereafter, the Superintendent annually shall calculate a county local control funding formula for each county superintendent of schools as follows:

(a) Compute a county office of education operations grant equal to the sum of each of the following amounts:
(1) Six hundred fifty-five thousand nine hundred twenty dollars ($655,920).

(2) One hundred nine thousand three hundred twenty dollars ($109,320) multiplied by the number of school districts for which the county superintendent of schools has jurisdiction pursuant to Section 1253.

(3) (A) Seventy dollars ($70) multiplied by the number of units of countywide average daily attendance, up to a maximum of 30,000 units.

(B) Sixty dollars ($60) multiplied by the number of units of countywide average daily attendance for the portion of countywide average daily attendance, if any, above 30,000 units, up to a maximum of 60,000 units.

(C) Fifty dollars ($50) multiplied by the number of units of countywide average daily attendance for the portion of countywide average daily attendance, if any, above 60,000, up to a maximum of 140,000 units.

(D) Forty dollars ($40) multiplied by the number of units of countywide average daily attendance for the portion of countywide average daily attendance, if any, above 140,000 units.

(E) For purposes of this section, countywide average daily attendance means the aggregate number of annual units of average daily attendance within the county attributable to all school districts for which the county superintendent of schools has jurisdiction pursuant to Section 1253, charter schools authorized by school districts for which the county superintendent of schools has jurisdiction, and charter schools authorized by the county superintendent of schools.

(4) For the 2014–15 fiscal year and each fiscal year thereafter, adjust each of the rates provided in the prior year pursuant to paragraphs (1), (2), and (3) by the percentage change in the annual average value of the Implicit Price Deflator for State and Local Government Purchases of Goods and Services for the United States, as published by the United States Department of Commerce for the 12-month period ending in the third quarter of the prior fiscal year. This percentage change shall be determined using the latest data available as of May 10 of the preceding fiscal year compared with the annual average value of the same deflator for the 12-month period ending in the third quarter of the second preceding fiscal year, using the latest data available as of May 10 of the preceding fiscal year, as reported by the Department of Finance.

(b) Determine the enrollment percentage of unduplicated pupils pursuant to the following:

(1) (A) For the 2013–14 fiscal year, divide the enrollment of unduplicated pupils in all schools operated by a county superintendent of schools in the 2013–14 fiscal year by the total enrollment in those schools in the 2013–14 fiscal year.

(B) For the 2014–15 fiscal year, divide the sum of the enrollment of unduplicated pupils in all schools operated by a county superintendent of schools in the 2013–14 and 2014–15 fiscal years by the sum of the total enrollment in those schools in the 2013–14 and 2014–15 fiscal years.

(C) For the 2015–16 fiscal year and each fiscal year thereafter, divide the sum of the enrollment of unduplicated pupils in all schools operated by a county superintendent of schools in the current fiscal year and the two prior fiscal years by the sum of the total enrollment in those schools in the current fiscal year and the two prior fiscal years.

(D) (i) For purposes of the quotients determined pursuant to subparagraphs (B) and (C), the Superintendent shall use a county superintendent of schools’ enrollment of unduplicated pupils and total pupil enrollment in the 2014–15 fiscal year instead of the enrollment of unduplicated pupils and total pupil enrollment in the 2013–14 fiscal year if doing so would yield an overall greater percentage of unduplicated pupils.

(ii) It is the intent of the Legislature to review each county office of education’s enrollment of unduplicated pupils for the 2013–14 and 2014–15 fiscal years and provide one-time funding, if necessary, for a county office of education with higher enrollment of unduplicated pupils in the 2014–15 fiscal year as compared to the 2013–14 fiscal year.

(E) For purposes of determining the enrollment percentage of unduplicated pupils pursuant to this subdivision, enrollment in schools or classes established pursuant to Article 2.5 (commencing with Section 48645) of Chapter 4 of Part 27 of Division 4 of Title 2 and the enrollment of pupils other than the pupils identified in clauses (i) to (iii), inclusive, of subparagraph (A) of paragraph (4) of subdivision (c), shall be excluded from the calculation of the enrollment percentage of unduplicated pupils.
The data used to determine the percentage of unduplicated pupils shall be final once that data is no longer used in the current fiscal year calculation of the percentage of unduplicated pupils. This subparagraph does not apply to a change that is the result of an audit that has been appealed pursuant to Section 41344.

(2) **(A)** For purposes of this section, an "unduplicated pupil" is a pupil who is classified as an English learner, eligible for a free or reduced-price meal, or a foster youth. For purposes of this section, the definitions in Section 42238.01 of an English learner, a pupil eligible for a free or reduced-price meal, and foster youth shall apply. A pupil shall be counted only once for purposes of this section if any of the following apply:

**(A)**

**(i)** The pupil is classified as an English learner and is eligible for a free or reduced-price meal.

**(B)**

**(ii)** The pupil is classified as an English learner and is a foster youth.

**(C)**

**(iii)** The pupil is eligible for a free or reduced-price meal and is classified as a foster youth.

**(D)**

**(iv)** The pupil is classified as an English learner, is eligible for a free or reduced-price meal, and is a foster youth.

**(v)** (I) Commencing with the 2019–20 fiscal year, the pupil is classified as a member of the lowest performing subgroup or subgroups, as defined in paragraph (7) of subdivision (b) of Section 42238.02, and the pupil is classified as an English learner, is eligible for a free or reduced-price meal, or is a foster youth.

(II) The implementation of subclause (I) shall be contingent upon the appropriation of funds for its purpose in the annual Budget Act or other statute.

**(B)** (i) Commencing with the 2019–20 fiscal year, “unduplicated pupil” shall also mean a pupil who is included in the lowest performing subgroup or subgroups, as identified pursuant to paragraph (7) of subdivision (b) of Section 42238.02.

(ii) The implementation of clause (i) shall be contingent upon the appropriation of funds for its purpose in the annual Budget Act or other statute.

(3) **(A)** (i) Under procedures and timeframes established by the Superintendent, commencing with the 2013–14 fiscal year, a county superintendent of schools annually shall report the enrollment of unduplicated pupils, pupils classified as English learners, pupils eligible for free and reduced-price meals, and foster youth in schools operated by the county superintendent of schools to the Superintendent using the California Longitudinal Pupil Achievement Data System.

(ii) (I) Commencing with the 2019–20 fiscal year, a county superintendent of schools annually shall also report the enrollment of pupils in schools operated by the county superintendent of schools who are classified as members of the lowest performing subgroup or subgroups, as identified pursuant to paragraph (7) of subdivision (b) of Section 42238.02.

(II) The implementation of subclause (I) shall be contingent upon the appropriation of funds for its purpose in the annual Budget Act or other statute.

**(B)** The Superintendent shall make the calculations pursuant to this section using the data submitted through the California Longitudinal Pupil Achievement Data System.

**(C)** The Controller shall include instructions, as appropriate, in the audit guide required by subdivision (a) of Section 14502.1, for determining if the data reported by a county superintendent of schools using the California Longitudinal Pupil Achievement Data System is consistent with pupil data records maintained by the county office of education.

**(c)** Compute an alternative education grant equal to the sum of the following:

(1) **(A)** For the 2013–14 fiscal year, a base grant equal to the 2012–13 per pupil undificited statewide average juvenile court school base revenue limit calculated pursuant to Article 3 (commencing with Section 2550) of Chapter 12, as that article read on January 1, 2013. For purposes of this subparagraph, the 2012–13 statewide
average juvenile court school base revenue limit shall be considered final as of the annual apportionment for the 2012–13 fiscal year, as calculated for purposes of the certification required on or before February 20, 2014, pursuant to Sections 41332 and 41339.

(B) Commencing with the 2013–14 fiscal year, the per pupil base grant shall be adjusted by the percentage change in the annual average value of the Implicit Price Deflator for State and Local Government Purchases of Goods and Services for the United States, as published by the United States Department of Commerce for the 12-month period ending in the third quarter of the prior fiscal year. This percentage change shall be determined using the latest data available as of May 10 of the preceding fiscal year compared with the annual average value of the same deflator for the 12-month period ending in the third quarter of the second preceding fiscal year, using the latest data available as of May 10 of the preceding fiscal year, as reported by the Department of Finance.

(2) A supplemental grant equal to 35 percent of the base grant described in paragraph (1) multiplied by the enrollment percentage calculated in subdivision (b). The supplemental grant shall be expended in accordance with the regulations adopted pursuant to Section 42238.07.

(3) (A) A concentration grant equal to 35 percent of the base grant described in paragraph (1) multiplied by the greater of either of the following:

(i) The enrollment percentage calculated in subdivision (b) less 50 percent.

(ii) Zero.

(B) The concentration grant shall be expended in accordance with the regulations adopted pursuant to Section 42238.07.

(4) (A) Multiply the sum of paragraphs (1), (2), and (3) by the total number of units of average daily attendance for pupils attending schools operated by a county office of education, excluding units of average daily attendance for pupils attending schools or classes established pursuant to Article 2.5 (commencing with Section 48645) of Chapter 4 of Part 27 of Division 4 of Title 2, who are enrolled pursuant to any of the following:

(i) Probation-referred pursuant to Sections 300, 601, 602, and 654 of the Welfare and Institutions Code.

(ii) On probation or parole and not in attendance in a school.

(iii) Expelled for any of the reasons specified in subdivision (a) or (c) of Section 48915.

(B) Multiply the number of units of average daily attendance for pupils attending schools or classes established pursuant to Article 2.5 (commencing with Section 48645) of Chapter 4 of Part 27 of Division 4 of Title 2 by the sum of the base grant calculated pursuant to paragraph (1), a supplemental grant equal to 35 percent of the base grant calculated pursuant to paragraph (1), and a concentration grant equal to 17.5 percent of the base grant calculated pursuant to paragraph (1). Funds provided for the supplemental and concentration grants pursuant to this calculation shall be expended in accordance with the regulations adopted pursuant to Section 42238.07.

(C) Add the amounts calculated in subparagraphs (A) and (B).

(d) Add the amount calculated in subdivision (a) to the amount calculated in subparagraph (C) of paragraph (4) of subdivision (c).

(e) Add all of the following to the amount calculated in subdivision (d):

(1) The amount of funding a county superintendent of schools received for the 2012–13 fiscal year from funds allocated pursuant to the Targeted Instructional Improvement Block Grant program, as set forth in Article 6 (commencing with Section 41540) of Chapter 3.2 of Part 24 of Division 3 of Title 2, as that article read on January 1, 2013.

(2) (A) (i) The amount of funding a county superintendent of schools received for the 2012–13 fiscal year from funds allocated pursuant to the Home-to-School Transportation program, as set forth in former Article 2 (commencing with Section 39820) of Chapter 1 of Part 23.5 of Division 3 of Title 2, former Article 10 (commencing with Section 41850) of Chapter 5 of Part 24 of Division 3 of Title 2, and the Small School District Transportation program, as set forth in former Article 4.5 (commencing with Section 42290) of Chapter 7 of Part 24 of Division 3 of Title 2, as those articles read on January 1, 2013.
If a home-to-school transportation joint powers agency, established pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code for purposes of providing pupil transportation, received an apportionment directly from the Superintendent pursuant to Item 6110-111-0001 of Section 2.00 of the Budget Act of 2012, as identified in clause (i) of subparagraph (A) of paragraph (2) of subdivision (a) of Section 2575, the joint powers agency may identify the member local educational agencies and transfer entitlement to that funding to any of those member local educational agencies by reporting to the Superintendent, on or before September 30, 2015, the reassignment of a specified amount of the joint powers agency’s 2012–13 fiscal year entitlement to the member local educational agency. Commencing with the 2015–16 fiscal year, the Superintendent shall add the reassigned amounts to the amounts calculated pursuant to this paragraph.

(B) On or before March 1, 2014, the Legislative Analyst’s Office shall submit recommendations to the fiscal committees of both houses of the Legislature regarding revisions to the methods of funding pupil transportation that address historical funding inequities across county offices of education and school districts and improve incentives for local educational agencies to provide efficient and effective pupil transportation services.

SEC. 2. Section 42238.02 of the Education Code is amended to read:

42238.02. (a) The amount computed pursuant to this section shall be known as the school district and charter school local control funding formula.

(b) (1) For purposes of this section “unduplicated pupil” means a pupil enrolled in a school district or a charter school who is either classified as an English learner, eligible for a free or reduced-price meal, or is a foster youth. A pupil shall be counted only once for purposes of this section if any of the following apply:

(A) The pupil is classified as an English learner and is eligible for a free or reduced-price meal.

(B) The pupil is classified as an English learner and is a foster youth.

(C) The pupil is eligible for a free or reduced-price meal and is classified as a foster youth.

(D) The pupil is classified as an English learner, is eligible for a free or reduced-price meal, and is a foster youth.

(E) (i) Commencing with the 2019–20 fiscal year, the pupil is classified as a member of the lowest performing subgroup or subgroups as defined in paragraph (7).

(ii) The implementation of clause (i) shall be contingent upon the appropriation of funds for its purpose in the annual Budget Act or other statute.

(2) Under procedures and timeframes established by the Superintendent, commencing with the 2013–14 fiscal year, a school district or charter school shall annually submit its enrolled free and reduced-price meal eligibility, foster youth, and English learner pupil-level records for enrolled pupils to the Superintendent using the California Longitudinal Pupil Achievement Data System.

(3) (A) Commencing with the 2013–14 fiscal year, a county office of education shall review and validate certified aggregate English learner, foster youth, and free or reduced-price meal eligible pupil data for school districts and charter schools under its jurisdiction to ensure the data is reported accurately. The Superintendent shall provide each county office of education with appropriate access to school district and charter school data reports in the California Longitudinal Pupil Achievement Data System for purposes of ensuring data reporting accuracy.

(B) The Controller shall include the instructions necessary to enforce paragraph (2) in the audit guide required by Section 14502.1. The instructions shall include, but are not necessarily limited to, procedures for determining if the English learner, foster youth, and free or reduced-price meal eligible pupil counts are consistent with the school district’s or charter school’s English learner, foster youth, and free or reduced-price meal eligible pupil records.

(4) The Superintendent shall make the calculations pursuant to this section using the data submitted by local educational agencies, including charter schools, through the California Longitudinal Pupil Achievement Data System. Under timeframes and procedures established by the Superintendent, school districts and charter schools may review and revise their submitted data on English learner, foster youth, and free or reduced-price meal eligible pupil counts to ensure the accuracy of data reflected in the California Longitudinal Pupil Achievement Data System.
The Superintendent shall annually compute the percentage of unduplicated pupils for each school district and charter school by dividing the enrollment of unduplicated pupils in a school district or charter school by the total enrollment in that school district or charter school pursuant to all of the following:

(A) For the 2013–14 fiscal year, divide the sum of unduplicated pupils for the 2013–14 fiscal year by the sum of the total pupil enrollment for the 2013–14 fiscal year.

(B) For the 2014–15 fiscal year, divide the sum of unduplicated pupils for the 2013–14 and 2014–15 fiscal years by the sum of the total pupil enrollment for the 2013–14 and 2014–15 fiscal years.

(C) For the 2015–16 fiscal year and each fiscal year thereafter, divide the sum of unduplicated pupils for the current fiscal year and the two prior fiscal years by the sum of the total pupil enrollment for the current fiscal year and the two prior fiscal years.

(D) (i) For purposes of the quotients determined pursuant to subparagraphs (B) and (C), the Superintendent shall use a school district’s or charter school’s enrollment of unduplicated pupils and total pupil enrollment in the 2014–15 fiscal year instead of the enrollment of unduplicated pupils and total pupil enrollment in the 2013–14 fiscal year if doing so would yield an overall greater percentage of unduplicated pupils.

(ii) It is the intent of the Legislature to review each school district and charter school’s enrollment of unduplicated pupils for the 2013–14 and 2014–15 fiscal years and provide one-time funding, if necessary, for a school district or charter school with higher enrollment of unduplicated pupils in the 2014–15 fiscal year as compared to the 2013–14 fiscal year.

(6) The data used to determine the percentage of unduplicated pupils shall be final once that data is no longer used in the current fiscal year calculation of the percentage of unduplicated pupils. This paragraph does not apply to a change that is the result of an audit that has been appealed pursuant to Section 41344.

(7) (A) Commencing with the 2019–20 fiscal year, “unduplicated pupil” shall also mean a pupil who is included in the lowest performing subgroup or subgroups, as defined in Section 52052, based on the most recently available mathematics or language arts results on the California Assessment of Student Performance and Progress. For purposes of this paragraph, the Superintendent shall annually identify the lowest performing pupil subgroup or subgroups. For the 2019–20 fiscal year, the Superintendent shall use the 2018 assessment results.

(B) The identification of subgroups for purposes of this paragraph shall exclude both of the following:

(i) A subgroup already identified for supplemental funding in paragraph (1).

(ii) Any subgroup specifically receiving supplemental funding on a per-pupil basis through state or federal resources received from a source other than pursuant to this section.

(C) A subgroup identified in the 2019–20 fiscal year as a lowest performing subgroup shall continue to receive supplemental funding under this section until its performance meets or exceeds the highest performing subgroup of pupils in the state.

(D) The implementation of subparagraphs (A) to (C), inclusive, shall be contingent upon the appropriation of funds for its purpose in the annual Budget Act or other statute.

(c) Commencing with the 2013–14 fiscal year and each fiscal year thereafter, the Superintendent shall annually calculate a local control funding formula grant for each school district and charter school in the state pursuant to this section.

(d) The Superintendent shall compute a grade span adjusted base grant equal to the total of the following amounts:

(1) For the 2013–14 fiscal year, a base grant of:

(A) Six thousand eight hundred forty-five dollars ($6,845) for average daily attendance in kindergarten and grades 1 to 3, inclusive.

(B) Six thousand nine hundred forty-seven dollars ($6,947) for average daily attendance in grades 4 to 6, inclusive.

(C) Seven thousand one hundred fifty-four dollars ($7,154) for average daily attendance in grades 7 and 8.
(D) Eight thousand two hundred eighty-nine dollars ($8,289) for average daily attendance in grades 9 to 12, inclusive.

(2) In each year the grade span adjusted base grants in paragraph (1) shall be adjusted by the percentage change in the annual average value of the Implicit Price Deflator for State and Local Government Purchases of Goods and Services for the United States, as published by the United States Department of Commerce for the 12-month period ending in the third quarter of the prior fiscal year. This percentage change shall be determined using the latest data available as of May 10 of the preceding fiscal year compared with the annual average value of the same deflator for the 12-month period ending in the third quarter of the second preceding fiscal year, using the latest data available as of May 10 of the preceding fiscal year, as reported by the Department of Finance.

(3) (A) The Superintendent shall compute an additional adjustment to the kindergarten and grades 1 to 3, inclusive, base grant as adjusted for inflation pursuant to paragraph (2) equal to 10.4 percent. The additional grant shall be calculated by multiplying the kindergarten and grades 1 to 3, inclusive, base grant, as adjusted by paragraph (2), by 10.4 percent.

(B) Until paragraph (4) of subdivision (b) of Section 42238.03 is effective, as a condition of the receipt of funds in this paragraph, a school district shall make progress toward maintaining an average class enrollment of not more than 24 pupils for each schoolsite in kindergarten and grades 1 to 3, inclusive, unless a collectively bargained alternative annual average class enrollment for each schoolsite in those grades is agreed to by the school district, pursuant to the following calculation:

(i) Determine a school district’s average class enrollment for each schoolsite for kindergarten and grades 1 to 3, inclusive, in the prior year. For the 2013–14 fiscal year, this amount shall be the average class enrollment for each schoolsite for kindergarten and grades 1 to 3, inclusive, in the 2012–13 fiscal year.

(ii) Determine a school district’s proportion of total need pursuant to paragraph (2) of subdivision (b) of Section 42238.03.

(iii) Determine the percentage of the need calculated in clause (ii) that is met by funding provided to the school district pursuant to paragraph (3) of subdivision (b) of Section 42238.03.

(iv) Determine the difference between the amount computed pursuant to clause (i) and an average class enrollment of not more than 24 pupils.

(v) Calculate a current year average class enrollment adjustment for each schoolsite for kindergarten and grades 1 to 3, inclusive, equal to the adjustment calculated in clause (iv) multiplied by the percentage determined pursuant to clause (iii).

(C) School districts that have an average class enrollment for each schoolsite for kindergarten and grades 1 to 3, inclusive, of 24 pupils or less for each schoolsite in the 2012–13 fiscal year, shall be exempt from the requirements of subparagraph (B) so long as the school district continues to maintain an average class enrollment for each schoolsite for kindergarten and grades 1 to 3, inclusive, of not more than 24 pupils, unless a collectively bargained alternative ratio is agreed to by the school district.

(D) Upon full implementation of the local control funding formula, as a condition of the receipt of funds in this paragraph, all school districts shall maintain an average class enrollment for each schoolsite for kindergarten and grades 1 to 3, inclusive, of not more than 24 pupils for each schoolsite in kindergarten and grades 1 to 3, inclusive, unless a collectively bargained alternative ratio is agreed to by the school district.

(E) The average class enrollment requirement for each schoolsite for kindergarten and grades 1 to 3, inclusive, established pursuant to this paragraph shall not be subject to waiver by the state board pursuant to Section 33050 or by the Superintendent.

(F) The Controller shall include the instructions necessary to enforce this paragraph in the audit guide required by Section 14502.1. The instructions shall include, but are not necessarily limited to, procedures for determining if the average class enrollment for each schoolsite for kindergarten and grades 1 to 3, inclusive, exceeds 24 pupils, or an alternative average class enrollment for each schoolsite pursuant to a collectively bargained alternative ratio. The procedures for determining average class enrollment for each schoolsite shall include criteria for employing sampling.

(4) The Superintendent shall compute an additional adjustment to the base grant for grades 9 to 12, inclusive, as adjusted for inflation pursuant to paragraph (2), equal to 2.6 percent. The additional grant shall be calculated
by multiplying the base grant for grades 9 to 12, inclusive, as adjusted by paragraph (2), by 2.6 percent.

(e) The Superintendent shall compute a supplemental grant add-on equal to 20 percent of the base grants as specified in subparagraphs (A) to (D), inclusive, of paragraph (1) of subdivision (d), as adjusted by paragraphs (2) to (4), inclusive, of subdivision (d), for each school district’s or charter school’s percentage of unduplicated pupils calculated pursuant to paragraph (5) of subdivision (b). The supplemental grant shall be calculated by multiplying the base grants as specified in subparagraphs (A) to (D), inclusive, of paragraph (1) of subdivision (d), as adjusted by paragraphs (2) to (4), inclusive, of subdivision (d), by 20 percent and by the percentage of unduplicated pupils calculated pursuant to paragraph (5) of subdivision (b) in that school district or charter school. The supplemental grant shall be expended in accordance with the regulations adopted pursuant to Section 42238.07.

(f) (1) The Superintendent shall compute a concentration grant add-on equal to 50 percent of the base grants as specified in subparagraphs (A) to (D), inclusive, of paragraph (1) of subdivision (d), as adjusted by paragraphs (2) to (4), inclusive, of subdivision (d), for each school district’s or charter school’s percentage of unduplicated pupils calculated pursuant to paragraph (5) of subdivision (b) in excess of 55 percent of the school district’s or charter school’s total enrollment. The concentration grant shall be calculated by multiplying the base grants as specified in subparagraphs (A) to (D), inclusive, of paragraph (1) of subdivision (d), as adjusted by paragraphs (2) to (4), inclusive, of subdivision (d), by 50 percent and by the percentage of unduplicated pupils calculated pursuant to paragraph (5) of subdivision (b) in excess of 55 percent of the total enrollment in that school district or charter school.

(2) (A) For a charter school physically located in only one school district, the percentage of unduplicated pupils calculated pursuant to paragraph (5) of subdivision (b) in excess of 55 percent used to calculate concentration grants shall not exceed the percentage of unduplicated pupils calculated pursuant to paragraph (5) of subdivision (b) in excess of 55 percent of the school district in which the charter school is physically located. For a charter school physically located in more than one school district, the charter school’s percentage of unduplicated pupils calculated pursuant to paragraph (5) of subdivision (b) in excess of 55 percent used to calculate concentration grants shall not exceed that of the school district with the highest percentage of unduplicated pupils calculated pursuant to paragraph (5) of subdivision (b) in excess of 55 percent of the school districts in which the charter school has a school facility. The concentration grant shall be expended in accordance with the regulations adopted pursuant to Section 42238.07.

(B) For purposes of this paragraph and subparagraph (A) of paragraph (1) of subdivision (f) of Section 42238.03, a charter school shall report its physical location to the department under timeframes established by the department. For a charter school authorized by a school district, the department shall include the authorizing school district in the department’s determination of physical location. For a charter school authorized on appeal pursuant to subdivision (j) of Section 47605, the department shall include the sponsoring school district in the department’s determination of physical location. The reported physical location of the charter school shall be considered final as of the second principal apportionment for that fiscal year. For purposes of this paragraph, the percentage of unduplicated pupils of the school district associated with the charter school pursuant to subparagraph (A) shall be considered final as of the second principal apportionment for that fiscal year.

(g) The Superintendent shall compute an add-on to the total sum of a school district’s or charter school’s base, supplemental, and concentration grants equal to the amount of funding a school district or charter school received from funds allocated pursuant to the Targeted Instructional Improvement Block Grant program, as set forth in Article 6 (commencing with Section 41540) of Chapter 3.2, for the 2012–13 fiscal year, as that article read on January 1, 2013. A school district or charter school shall not receive a total funding amount from this add-on greater than the total amount of funding received by the school district or charter school from that program in the 2012–13 fiscal year. The amount computed pursuant to this subdivision shall reflect the reduction specified in paragraph (2) of subdivision (a) of Section 42238.03.

(h) (1) The Superintendent shall compute an add-on to the total sum of a school district’s or charter school’s base, supplemental, and concentration grants equal to the amount of funding a school district or charter school received from funds allocated pursuant to the Home-to-School Transportation program, as set forth in former Article 2 (commencing with Section 39820) of Chapter 1 of Part 23.5, former Article 10 (commencing with Section 41850) of Chapter 5, and the Small School District Transportation program, as set forth in former Article 4.5 (commencing with Section 42290), as those articles read on January 1, 2013, for the 2012–13 fiscal year. A school district or charter school shall not receive a total funding amount from this add-on greater than the total amount received by the school district or charter school for those programs in the 2012–13 fiscal year. The amount computed pursuant to this subdivision shall reflect the reduction specified in paragraph (2) of subdivision (a) of Section 42238.03.
If a home-to-school transportation joint powers agency, established pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code for purposes of providing pupil transportation, received an apportionment directly from the Superintendent from any of the funding sources specified in paragraph (1) for the 2012–13 fiscal year, the joint powers agency may identify the member local educational agencies and transfer entitlement to that funding to any of those member local educational agencies by reporting to the Superintendent, on or before September 30, 2015, the reassignment of a specified amount of the joint powers agency’s 2012–13 fiscal year entitlement to the member local educational agency. Commencing with the 2015–16 fiscal year, the Superintendent shall compute an add-on to the total sum of a school district’s or charter school’s base, supplemental, and concentrations grants equal to the amount of the entitlement to funding transferred by the joint powers agency to the member school district or charter school.

(i) (1) The sum of the local control funding formula rates computed pursuant to subdivisions (c) to (f), inclusive, shall be multiplied by:

(A) For school districts, the average daily attendance of the school district in the corresponding grade level ranges computed pursuant to Section 42238.05, excluding the average daily attendance computed pursuant to paragraph (2) of subdivision (a) of Section 42238.05 for purposes of the computation specified in subdivision (d).

(B) For charter schools, the total current year average daily attendance in the corresponding grade level ranges.

(2) The amount computed pursuant to Article 4 (commencing with Section 42280) shall be added to the amount computed pursuant to paragraphs (1) to (4), inclusive, of subdivision (d), as multiplied by subparagraph (A) or (B) of paragraph (1), as appropriate.

(j) The Superintendent shall adjust the sum of each school district’s or charter school’s amount determined in subdivisions (g) to (l), inclusive, pursuant to the calculation specified in Section 42238.03, less the sum of the following:

(1) (A) For school districts, the property tax revenue received pursuant to Chapter 3.5 (commencing with Section 75) and Chapter 6 (commencing with Section 95) of Part 0.5 of Division 1 of the Revenue and Taxation Code.

(B) For charter schools, the in-lieu property tax amount provided to a charter school pursuant to Section 47635.

(2) The amount, if any, received pursuant to Part 18.5 (commencing with Section 38101) of Division 2 of the Revenue and Taxation Code.

(3) The amount, if any, received pursuant to Chapter 3 (commencing with Section 16140) of Part 1 of Division 4 of Title 2 of the Government Code.

(4) Prior years’ taxes and taxes on the unsecured roll.

(5) Fifty percent of the amount received pursuant to Section 41603.

(6) The amount, if any, received pursuant to the Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the Health and Safety Code), less any amount received pursuant to Section 33401 or 33676 of the Health and Safety Code that is used for land acquisition, facility construction, reconstruction, or remodeling, or deferred maintenance and that is not an amount received pursuant to Section 33492.15, or paragraph (4) of subdivision (a) of Section 33607.5, or Section 33607.7 of the Health and Safety Code that is allocated exclusively for educational facilities.

(7) The amount, if any, received pursuant to Sections 34177, 34179.5, 34179.6, 34183, and 34188 of the Health and Safety Code.

(8) Revenue received pursuant to subparagraph (B) of paragraph (3) of subdivision (e) of Section 36 of Article XIII of the California Constitution.

(k) A school district shall annually transfer to each of its charter schools funding in lieu of property taxes pursuant to Section 47635.

(l) (1) Nothing in this section shall be interpreted to authorize a school district that receives funding on behalf of a charter school pursuant to Section 47651 to redirect this funding for another purpose unless otherwise authorized in law pursuant to paragraph (2) or pursuant to an agreement between the charter school and its chartering authority.
(2) A school district that received funding on behalf of a locally funded charter school in the 2012–13 fiscal year pursuant to paragraph (2) of subdivision (b) of Section 42605, Section 42606, and subdivision (b) of Section 47634.1, as those sections read on January 1, 2013, or a school district that was required to pass through funding to a conversion charter school in the 2012–13 fiscal year pursuant to paragraph (2) of subdivision (b) of Section 42606, as that section read on January 1, 2013, may annually redirect for another purpose a percentage of the amount of the funding received on behalf of that charter school. The percentage of funding that may be redirected shall be determined pursuant to the following computation:

(A) (i) Determine the sum of the need fulfilled for that charter school pursuant to paragraph (3) of subdivision (b) of Section 42238.03 in the then current fiscal year for the charter school.

(ii) Determine the sum of the need fulfilled in every fiscal year before the then current fiscal year pursuant to paragraph (3) of subdivision (b) of Section 42238.03 adjusted for changes in average daily attendance pursuant to paragraph (3) of subdivision (a) of Section 42238.03 for the charter school.

(iii) Subtract the amount computed pursuant to paragraphs (1) to (3), inclusive, of subdivision (a) of Section 42238.03 from the amount computed for that charter school under the local control funding formula entitlement computed pursuant to subdivision (i) of this section.

(iv) Compute a percentage by dividing the sum of the amounts computed to clauses (i) and (ii) by the amount computed pursuant to clause (iii).

(B) Multiply the percentage computed pursuant to subparagraph (A) by the amount of funding the school district received on behalf of the charter school in the 2012–13 fiscal year pursuant to paragraph (2) of subdivision (b) of Section 42605, Section 42606, and subdivision (b) of Section 47634.1, as those sections read on January 1, 2013.

(C) The maximum amount that may be redirected shall be the lesser of the amount of funding the school district received on behalf of the charter school in the 2012–13 fiscal year pursuant to paragraph (2) of subdivision (b) of Section 42605, Section 42606, and subdivision (b) of Section 47634.1, as those sections read on January 1, 2013, or the amount computed pursuant to subparagraph (B).

(3) Commencing with the 2013–14 fiscal year, a school district operating one or more affiliated charter schools shall provide each affiliated charter school schoolsite with no less than the amount of funding the schoolsite received pursuant to the charter school block grant in the 2012–13 fiscal year.

(m) Any calculations in law that are used for purposes of determining if a local educational agency is an excess tax school entity or basic aid school district, including, but not limited to, this section and Sections 42238.03, 41544, 47632, 47660, 47663, 48310, and 48359.5, and Section 95 of the Revenue and Taxation Code, shall be made exclusive of the revenue received pursuant to subparagraph (B) of paragraph (3) of subdivision (e) of Section 36 of Article XIII of the California Constitution.

(n) The funds apportioned pursuant to this section and Section 42238.03 shall be available to implement the activities required pursuant to Article 4.5 (commencing with Section 52059.5) of Chapter 6.1 of Part 28 of Division 4.

(o) A school district that does not receive an apportionment of state funds pursuant to this section, as implemented pursuant to Section 42238.03, excluding funds apportioned pursuant to the requirements of subparagraph (A) of paragraph (2) of subdivision (e) of Section 42238.03, shall be considered a “basic aid school district” or an “excess tax entity.”
AB-428 Special education funding. (2019-2020)

CALIFORNIA LEGISLATURE—2019–2020 REGULAR SESSION

ASSEMBLY BILL No. 428

Introduced by Assembly Members Medina, O’Donnell, Frazier, Arambula, and Reyes
(Coauthors: Assembly Members Flora, Fong, and Mayes)
(Coauthors: Senators Allen, Beall, and Wilk)

February 07, 2019

An act to amend Sections 56836.06, 56836.11, and 56836.145 of, and to add Sections 56836.12 and 56836.146 to, the Education Code, relating to special education funding.

LEGISLATIVE COUNSEL’S DIGEST

AB 428, as introduced, Medina. Special education funding.

Existing law establishes a public school financing system that requires state funding for county superintendents of schools, school districts, and charter schools to be calculated pursuant to a local control funding formula. Existing law requires the Superintendent of Public Instruction to determine the amount of funding to be provided for each special education local plan area in accordance with specified calculations. Existing law requires the Superintendent, for the 2013–14 fiscal year, to compute an equalization adjustment for each special education local plan area for purposes of increasing the funding rates for special education local plan areas with funding rates below the 90th percentile, as specified.

This bill would increase that percentile to the 95th percentile and would require the Superintendent to compute that equalization adjustment commencing with the first fiscal year after funds are apportioned pursuant to a specified formula and for each fiscal year thereafter in which an equalization appropriation is made, as specified. The bill would require the Superintendent to make certain computations following each year in which an equalization appropriation is made.

The bill would establish the high-cost service allowance for the purpose of providing supplemental funding to a special education local plan area on the basis of the number of pupils who are severely disabled and the number pupils with both deafness and blindness, traumatic brain injury, or multiple disabilities, and would require the Superintendent to make specified computations that would determine the high-cost service allowance for each special education local plan area.
The bill would require, commencing with the first fiscal year after funds are apportioned pursuant to a specified formula, a special education local plan area that reports serving children 3 or 4 years of age who meet the definition of an "individual with exceptional needs" to count 3 times all units of average daily attendance generated by children enrolled in kindergarten less those children eligible for transitional kindergarten, for purposes of calculating units of average daily attendance, except as provided. By adding to the duties of special education local plan areas, the bill would impose a state-mandated local program.

Existing law defines "average daily attendance reported for the special education local plan area" for purposes of these and other provisions to mean the total number of units of average daily attendance reported in the school district or districts and in the county office of education or county offices of education, or portion of a county office of education that is a part of more than one special education local plan area, as specified.

The bill would revise that definition to mean the total number of units of average daily attendance reported for the current school year or the prior school year, whichever is greater, in those same entities, as specified.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

Vote: majority  Appropriation: no  Fiscal Committee: yes  Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. The Legislature finds and declares all of the following:

(a) Special education is a federal- and state-mandated educational program that entitles children with disabilities to receive a free appropriate public education in the least restrictive environment.

(b) In 2015, the Statewide Special Education Task Force was established by the State Board of Education for the purpose of outlining distinct reforms necessary for a successful special education system, which included a call for additional state funding earmarked for services required by the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

(c) The findings contained in the Statewide Special Education Task Force report acknowledge several policy and fiscal challenges faced by local educational agencies (LEAs) and provide recommendations and detail actions to improve the system and pupil outcomes. The report includes all of the following findings:

(1) Special education is underfunded.

(2) The special education local plan area (SELP A) base rates established by Assembly Bill 602 of the 1997–98 Regular Session (Chapter 854 of the Statutes of 1997) (AB 602) are not equitable throughout the state.

(3) The state needs to better support local infant and preschool special education programs.

(4) The census-based funding model of AB 602 has been successful in avoiding incentives to place special education pupils in restrictive educational placements.

(5) The growth in funding for special education does not reflect the actual growth in enrollment of special education pupils.

(e) There is widespread agreement among LEAs that the state should adopt the following recommendations contained in the Statewide Special Education Task Force report:

(1) Retain the AB 602 census-based funding model.

(2) Level up the AB 602 SELPA funding base rates.

(3) Increase state funding for preschoolers with disabilities.

(4) Provide an adequate funding set-aside to assist pupils with severe disabilities.

(5) Adjust the enrollment growth calculation to reflect the actual growth in special education enrollment.
SEC. 2. It is the intent of the Legislature that the funding required to implement this act be provided over the course of five years.

SEC. 3. Section 56836.06 of the Education Code is amended to read:

56836.06. For purposes of this article, the following terms or phrases have the following meanings, definitions apply, unless the context clearly requires otherwise:

(a) “Average daily attendance reported for the special education local plan area” means the total of the following:

(1) The total number of units of average daily attendance reported for the second principal apportionment pursuant to Section 41601, for the current school year or the prior school year, whichever is greater, for all pupils enrolled in the school district or districts that are a part of the special education local plan area.

(2) The total number of units of average daily attendance reported pursuant to subdivisions (a) and (b) of Section 41601, for the current school year or the prior school year, whichever is greater, for all pupils enrolled in schools operated by the county office or offices of education that compose the special education local plan area, or for those county offices that are a part of more than one special education local plan area, that portion of the average daily attendance of pupils enrolled in the schools operated by the county office that are under the jurisdiction of the special education local plan area.

(b) For purposes of computing apportionments pursuant to this chapter for the special education local plan area identified as the Los Angeles County Juvenile Court and Community School/Division of Alternative Education Special Education Local Plan Area, the term “average daily attendance” means the total number of units of average daily attendance reported for the second principal apportionment pursuant to subdivisions (a) and (b) of Section 41601 for all pupils enrolled in school districts within Los Angeles County and all schools operated by the Los Angeles County Office of Education and the school districts within Los Angeles County.

(c) “Special education local plan area” includes the school district or districts and county office or offices of education composing the special education local plan area.

(d) “The fiscal year in which equalization among special education local plan areas has been achieved” means the first fiscal year in which each special education local plan area is funded at or above the statewide target amount per unit of average daily attendance, as computed pursuant to Section 56836.11.

(e) For a charter school deemed a local educational agency for purposes of special education, an amount equal to the amount computed pursuant to Section 56836.08 for the special education local plan area in which the charter school is included shall be apportioned by the department pursuant to the local allocation plan developed pursuant to subdivision (i) of Section 56195.7 or 56836.05, or both. If the charter school is a participant in a local plan that only includes other charter schools pursuant to subdivision (f) of Section 56195.1, the amount computed pursuant to Section 56836.11 shall be apportioned by the department pursuant for each unit of average daily attendance reported pursuant to subdivision (a).

SEC. 4. Section 56836.11 of the Education Code is amended to read:

56836.11. (a) For the purpose of computing the equalization adjustment for special education local plan areas for the 1998–99 fiscal year, the Superintendent shall make the following computations to determine the statewide target amount per unit of average daily attendance for special education local plan areas:

(1) Total the amount of funding computed for each special education local plan area exclusive of the amount of funding computed for the special education local plan area identified as the Los Angeles County Juvenile Court and Community School/Division of Alternative Education Special Education Local Plan Area, pursuant to Section 56836.09 for the 1997–98 fiscal year.

(2) Total the number of units of average daily attendance reported for each special education local plan area for the 1997–98 fiscal year, exclusive of average daily attendance for absences excused pursuant to subdivision (b) of Section 46010, as that section read on July 1, 1996, and exclusive of the units of average daily attendance computed for the special education local plan area identified as the Los Angeles County Juvenile Court and Community School/Division of Alternative Education Special Education Local Plan Area.

(3) Divide the sum computed in paragraph (1) by the sum computed in paragraph (2) to determine the statewide target amount for the 1997–98 fiscal year.
(4) Add the amount computed in paragraph (3) to the inflation adjustment computed pursuant to subdivision (d) of Section 56836.08 for the 1998–99 fiscal year to determine the statewide target amount for the 1998–99 fiscal year.

(b) Commencing with the 1999–2000 fiscal year to the 2004–05 fiscal year, inclusive, to determine the statewide target amount per unit of average daily attendance for special education local plan areas, the Superintendent shall multiply the statewide target amount per unit of average daily attendance computed for the prior fiscal year pursuant to this section by one plus the inflation factor computed pursuant to subdivision (b) of Section 42238.1 for the fiscal year in which the computation is made.

(c) For the 2005–06 fiscal year, the Superintendent shall make the following computation to determine the statewide target amount per unit of average daily attendance to determine the inflation adjustment pursuant to paragraph (2) of subdivision (d) of Section 56836.08 and growth pursuant to subdivision (c) of Section 56836.15, as follows:

1. The 2004–05 fiscal year statewide target amount per unit of average daily attendance less the sum of the 2004–05 fiscal year total amount of federal funds apportioned pursuant to Schedule (1) in Item 6110-161-0890 of Section 2.00 of the Budget Act of 2004 for purposes of special education for individuals with exceptional needs enrolled in kindergarten and grades 1 to 12, inclusive, divided by the total average daily attendance computed for the 2004–05 fiscal year.

2. Multiply the amount computed in paragraph (1) by the inflation factor computed pursuant to subdivision (b) of Section 42238.1 for the fiscal year in which the computation is made.

3. Add the amounts computed in paragraphs (1) and (2).

(d) Commencing with the 2006–07 fiscal year and continuing through the 2012–13 fiscal year, inclusive, the Superintendent shall make the following computation to determine the statewide target amount per unit of average daily attendance for special education local plan areas for the purpose of computing the inflation adjustment pursuant to paragraph (2) of subdivision (d) of Section 56836.08 and growth pursuant to subdivision (c) of Section 56836.15:

1. The statewide target amount per unit of average daily attendance computed for the prior fiscal year pursuant to this section.

2. Multiply the amount computed in paragraph (1) by the inflation factor computed pursuant to subdivision (b) of Section 42238.1 for the fiscal year in which the computation is made.

3. Add the amounts computed in paragraphs (1) and (2).

(e) For the 2013–14 fiscal year, the Superintendent shall make the following computations to determine the statewide target amount per unit of average daily attendance to determine the inflation adjustment pursuant to subdivision (f) of Section 56836.08 and growth pursuant to subdivision (c) of Section 56836.15, as follows:

1. Total the amount of funding computed for each special education local plan area pursuant to the amount computed in subdivision (b) of Section 56836.08, including the amount of funds appropriated pursuant to Provision 22 of Item 6110-161-0001 of Section 2.00 of the Budget Act of 2013, and excluding the amount of funding computed for the special education local plan area identified as the Los Angeles County Juvenile Court and Community School/Division of Alternative Education Special Education Local Plan Area, for the 2013–14 fiscal year.

2. Total the number of units of average daily attendance reported for each special education local plan area for the 2012–13 fiscal year, exclusive of the units of average daily attendance computed for the special education local plan area identified as the Los Angeles County Juvenile Court and Community School/Division of Alternative Education Special Education Local Plan Area.

3. Divide the sum computed in paragraph (1) by the sum computed in paragraph (2).

(f) For the 2014–15 fiscal year to the 2017–18 fiscal year, inclusive, the Superintendent shall make the following computations to determine the statewide target amount per unit of average daily attendance for special education local plan areas for the purpose of computing the inflation adjustment pursuant to subdivision (f) of Section 56836.08 and growth pursuant to subdivision (c) of Section 56836.15:
(1) The statewide target amount per unit of average daily attendance computed for the prior fiscal year pursuant to this section.

(2) Multiply the amount computed in paragraph (1) by the inflation factor computed pursuant to Section 42238.1, as that section read on January 1, 2013, or any successor section of law enacted by the Legislature that specifies the inflation factor contained in Section 42238.1, as that section read on January 1, 2013, for application to the 2014–15 fiscal year and each fiscal year thereafter.

(3) Add the amounts computed in paragraphs (1) and (2).

(g) For the 2018–19 fiscal year, the Superintendent shall make the following computations to determine the statewide target amount per unit of average daily attendance for special education local plan areas for the purpose of computing the inflation adjustment pursuant to subdivision (f) of Section 56836.08 and growth pursuant to subdivision (c) of Section 56836.15:

(1) The statewide target amount per unit of average daily attendance computed for the prior fiscal year pursuant to this section.

(2) Subtract the amount computed pursuant to subparagraph (B) of paragraph (1) of subdivision (a) of Section 56836.24 for the 2017–18 fiscal year from the amount computed in paragraph (1).

(3) Multiply the amount computed in paragraph (2) by the inflation factor for the 2018–19 fiscal year computed pursuant to paragraph (2) of subdivision (d) of Section 42238.02.

(4) Add the amounts computed in paragraphs (2) and (3).

(h) Commencing with the 2019–20 fiscal year and continuing each fiscal year thereafter, the Superintendent shall make the following computations to determine the statewide target amount per unit of average daily attendance for special education local plan areas for the purpose of computing the inflation adjustment pursuant to subdivision (f) of Section 56836.08 and growth pursuant to subdivision (c) of Section 56836.15:

(1) The statewide target amount per unit of average daily attendance computed for the prior fiscal year pursuant to this section.

(2) Multiply the amount computed in paragraph (1) by the inflation factor for the current fiscal year computed pursuant to paragraph (2) of subdivision (d) of Section 42238.02.

(3) Add the amounts computed in paragraphs (1) and (2).

(i) Following each year in which an equalization appropriation is made pursuant to Section 56836.145, the Superintendent shall make the following computations to determine the statewide target amount per unit of average daily attendance to determine the inflation adjustment pursuant to subdivision (f) of Section 56836.08 and growth pursuant to subdivision (c) of Section 56836.15, as follows:

(1) Total the amount of funding computed for each special education local plan area pursuant to the amount computed in subdivision (b) of Section 56836.08, including the amount of funds appropriated pursuant to Provision 22 of Item 6100-161-0001 of Section 2.00 of the most recent Budget Act, and excluding the amount of funding computed for the special education local plan area identified as the Los Angeles County Juvenile Court and Community School/Division of Alternative Education Special Education Local Plan Area, for the fiscal year in which the equalization appropriation has been made.

(2) Total the number of units of average daily attendance reported for each special education local plan area for the fiscal year preceding the equalization appropriation, exclusive of the units of average daily attendance computed for the special education local plan area identified as the Los Angeles County Juvenile Court and Community School/Division of Alternative Education Special Education Local Plan Area.

(3) Divide the sum computed in paragraph (1) by the sum computed in paragraph (2).

SEC. 5. Section 56836.12 is added to the Education Code, to read:

56836.12. (a) The high-cost service allowance is hereby established for the purpose of providing supplemental funding to a special education local plan area on the basis of the number of pupils who are severely disabled, as defined in Section 56030.5, and the number of pupils with both deafness and blindness, traumatic brain injury, or multiple disabilities.
(b) For the 2019–20 fiscal year, the Superintendent shall make the following computations to determine the high-cost service allowance for each special education local plan area:

1. From the December 2018 pupil count, the number of pupils who are severely disabled as defined in Section 56030.5, plus the number of pupils with both deafness and blindness, traumatic brain injury, or multiple disabilities.

2. Multiply the amount computed in paragraph (1) by the statewide target amount per unit of average daily attendance for the 2019–20 fiscal year.

(c) For the 2020–21 fiscal year and each fiscal year thereafter, the Superintendent shall make the following computations to determine the high-cost service allowance for each special education local plan area for the fiscal year in which the computation is made:

1. From the prior school year’s December pupil count, the number of pupils who are severely disabled as defined in Section 56030.5, plus the number of pupils with both deafness and blindness, traumatic brain injury, or multiple disabilities.

2. Multiply the amount computed in paragraph (1) by the statewide target amount per unit of average daily attendance for the fiscal year in which the computation is made.

SEC. 6. Section 56836.145 of the Education Code is amended to read:

56836.145. (a) For the 2013–14 fiscal year, Commencing with the first fiscal year after funds are apportioned pursuant to subdivision (g) of Section 42238.03, and for each fiscal year thereafter in which an appropriation is made for purposes of this section, the Superintendent shall compute an equalization adjustment for each special education local plan area, exclusive of the special education local plan area identified as the Los Angeles County Juvenile Court and Community School/Division of Alternative Education Special Education Local Plan Area, so that the special education funding rate per unit of average daily attendance calculated pursuant to subdivision (c) (d) of Section 56836.10 of a special education local plan area is not less than the special education funding rate per unit of average daily attendance calculated pursuant to subdivision (c) (d) of Section 56836.10 that does not fall below more than 10 percent of the total statewide units of average daily attendance for each special education local plan area.

(b) The Superintendent shall compute an equalization adjustment for each special education local plan area’s special education funding rate per unit of average daily attendance, exclusive of the special education local plan area identified as the Los Angeles County Juvenile Court and Community School/Division of Alternative Education Special Education Local Plan Area, as follows:

1. Multiply the amount computed for each special education local plan area pursuant to subdivision (a) by the average daily attendance used to calculate the special education local plan area’s special education funding rate for the 2013–14 fiscal year.

2. Divide the amount appropriated for purposes of this section for the 2013–14 fiscal year in which an appropriation is made by the statewide sum of the amount computed pursuant to paragraph (1).

3. Multiply the amount computed for the special education local plan area pursuant to subdivision (a) by the amount computed pursuant to paragraph (2).

(c) For purposes of this section, the statewide 90th 95th percentile special education funding rate determined pursuant to subdivision (a), and the fraction computed pursuant to paragraph (2) of subdivision (b) for the 2012–13 second principal apportionment, apportionment of the fiscal year preceding any appropriation made for purposes of this section, shall be final, and shall not be recalculated at subsequent apportionments. The fraction computed pursuant to paragraph (2) of subdivision (b) shall not exceed 1.00.

SEC. 7. Section 56836.146 is added to the Education Code, immediately following Section 56836.145, to read:

56836.146. (a) In order to provide funding for preschool-aged children with exceptional needs, commencing with the first fiscal year after funds are apportioned pursuant to subdivision (g) of Section 42238.03, a special education local plan area that reports serving children three or four years of age who meet the definition in Section 56026, except for a special education local plan area that, as of December 1, 2018, reported exclusively serving children three or four years of age in transitional kindergarten or kindergarten, shall, for purposes of calculating units of average daily attendance, count three times all units of average daily attendance generated
by children enrolled in kindergarten less those children eligible for transitional kindergarten as defined in subdivision (d) of Section 48000.

(b) Any growth in average daily attendance generated by the adjustment described in subdivision (a) shall be funded at the prevailing statewide target rate, as calculated by subdivision (h) of Section 56836.11.

SEC. 8. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

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REVISIONS:
Heading—Line 3.
___________________
Date of Hearing: March 13, 2019

ASSEMBLY COMMITTEE ON EDUCATION
Patrick O’Donnell, Chair
AB 428 (Medina) – As Introduced February 7, 2019

SUBJECT: Special education funding

SUMMARY: Requires that special education funding rates be equalized to the 95th percentile after the Local Control Funding Formula (LCFF) is fully funded, creates a funding mechanism for state support of special education preschool, establishes a high cost service allowance to provide supplemental funding on the basis of the number of students with severe disabilities, and changes the calculation of the declining enrollment adjustment that it is based on school district, rather than Special Education Local Plan Area (SELPA), enrollment. Specifically, this bill:

1) States the intent of the Legislature that the requirements of the act be implemented over the course of five years.

2) Requires that, in the first fiscal year following the full funding of the LCFF, the Superintendent of Public Instruction (SPI) compute an equalization adjustment for each SELPA, and sets the target equalization rate at 95th percentile of statewide funding rates.

3) Specifies the method for calculating this equalization adjustment as follows:
   a) Multiply the amount computed for each SELPA by the average daily attendance (ADA) used to calculate its funding for the year in which an appropriation is made for equalization.
   b) Divide the amount appropriated for purposes an equalization adjustment by the statewide sum of the amount computed above.
   c) Multiply the amount computed for the SELPA by the amount computed above.

4) Requires the SPI, in each year following an equalization adjustment, to perform the following computations to determine the statewide target amount per unit of ADA in order to determine the inflation adjustment and growth adjustment:
   a) Total the amount of funding computed for each SELPA
   b) Total the number of units of ADA reported for each SELPA for the fiscal year preceding the equalization appropriation
   c) Divide the total funding by the total ADA

5) Establishes a funding mechanism for providing funding for preschool-age students in the AB 602 formula, by requiring that, for the purpose of providing funding for preschool-aged children with special needs, commencing with the first fiscal year after the full funding of LCFF, a SELPA that reports serving children three or four years of age who meet the definition in Section 56026, except for a special education local plan area that, as of
December 1, 2018, reported exclusively serving children three or four years of age in transitional kindergarten or kindergarten, for purposes of calculating units of ADA, the SELPA count three times all units of ADA generated by children enrolled in kindergarten, less those children eligible for transitional kindergarten.

6) Requires that any growth in ADA generated by the preschool adjustment be funded at the prevailing statewide target rate.

7) Establishes a high cost service allowance for the purpose of providing supplemental funding to a SELPA on the basis of the number of pupils with severe disabilities, defined as autism, blindness, deafness, severe orthopedic impairments, serious emotional disturbances, severe intellectual disability, both deafness and blindness, traumatic brain injury, and multiple disabilities.

8) For the 2019-20 fiscal year, requires the SPI to make the following computations to determine the high cost service allowance for each SELPA:

   a) From the December 2018 pupil count, the number of pupils who have a severe disability, defined as: autism, blindness, deafness, severe orthopedic impairments, serious emotional disturbances, severe intellectual disability, and those individuals who would have been eligible for enrollment in a development center for handicapped pupils, plus both deafness and blindness, traumatic brain injury, or multiple disabilities.

   b) Multiply this amount by the statewide target amount per unit of ADA for the 2019–20 fiscal year.

9) Requires the SPI, for the 2020-21 fiscal year and each fiscal year thereafter, to make the same adjustment as required for the prior year, using a pupil count from December of the prior year of students who have a severe disability, as defined above.

10) Changes the definition of ADA for the purpose of calculating growth funding, to mean the total number of units of ADA of the districts or county offices which make up the SELPA, for the current or prior school year, whichever is greater, thereby allowing declining enrollment adjustments to be made on the basis of changes in district, rather than SELPA enrollment.

EXISTING LAW:

1) Establishes, commencing with the 1998-99 fiscal year, a “census based” funding system for the allocation of state special education funds, providing most funding appropriated for support of special education programs on the basis of the ADA of special education students enrolled in the prior year, multiplied by a funding rate unique to each SELPA. (EC 56836)

2) Establishes a calculation for determining a statewide target rate of funding used for the purpose of calculating the funding rate of ADA growth in each SELPA. (EC 56836.11)

3) Requires, in specified fiscal years, equalization adjustments to be made to increase the funding rates of SELPAs with rates below the 90th percentile.
4) Establishes an extraordinary cost pool for the extraordinary costs associated with single placements in nonpublic, nonsectarian schools. (EC 56836.21)

5) Establishes a low incidence disability fund for costs associated with the education of students who are visually impaired, hearing impaired, and severely orthopedically impaired, and any combination thereof. (EC 56838.22)

6) Requires, through state and federal law, that children with exceptional needs between the ages of three and five be provided with a free and appropriate education. (EC 56026)

**FISCAL EFFECT:** Unknown

**COMMENTS:**

**Need for the bill.** The author states, “For decades the state has underinvested in its special education system, allowing unequal rates to disadvantage students in some regions for no reason, providing disincentives to invest early in the education of our students - when the return is greatest - and failing to provide additional resources to support students who require a higher level of service to succeed.

Multiple reports over the years have argued for targeted investments to fix our special education finance system and better support our special education students. One such report, the 2015 report of the California Special Education Task Force (convened by the State Board of Education, the Superintendent of Public Instruction, and the Commission on Teacher Credentialing) set out a goal of one coherent system that serves all students, with a vision that special education students would be viewed as general education students first. The Task Force report acknowledged the significant special education fiscal challenges faced by schools and recommended a number of steps to improve the system and student outcomes. This bill addresses several of their recommendations.

AB 428 would equalize base AB 602 funding rates to the 95th percentile, establish a funding formula within AB 602 for programs serving preschoolers with disabilities, create a high cost service allowance to provide additional funding for students with significant high-cost disabilities, allow school districts to calculate a declining enrollment adjustment based on individual school district ADA (ADA) instead of aggregated SELPA ADA.

In these ways AB 428 would remedy several long standing deficiencies in our special education finance system, providing resources to help our students with disabilities reach their full potential.”

**Recent reports and Governor’s Budget Statement.** This analysis cites the following recent reports and recommendations frequently:

- Special Education Task Force (Task Force) report. In 2015, the Statewide Task Force of Special Education, convened the State Board of Education, the Superintendent of Public Instruction, and the Commission on Teacher Credentialing, issued a comprehensive report titled “One System: Reforming Education to Serve ALL Students.” This report made a number of recommendations regarding special education finance.
• Legislative Analyst’s Office (LAO) analysis. The LAO has for several years recommended that funding be appropriated to equalize special education funding rates. The LAO also provides much of the background information about special education finance which informs this analysis.

• Public Policy Institute of California (PPIC) report. In 2016 the Public Policy Institute of California issued a report titled, “Special Education Finance in California,” which analyzed California’s special education finance system in light of the principles that underlie the Local Control Funding Formula (LCFF): local control and accountability, transparency, and equity. In 2009, PPIC also released a report which looked broadly at special education finance ten years after the enactment of AB 602.

• Governor’s Budget Statement. In his 2017-18 Governor’s Budget Summary the Governor committed to engaging in stakeholder meetings throughout the spring budget process to solicit feedback on the current special education finance system. He stated that central to these discussions would be principles which are consistent with the LCFF and apply to all students, including students with disabilities. He stated that school funding mechanisms should be equitable, transparent, easy to understand, focused on the needs of students, and that general purpose funding should cover the full range of costs to educate all students.

Special education in California. Federal law, the federal Individuals with Disabilities Education Act (IDEA), and corresponding state law requires that students with exceptional needs aged birth to 22 be provided a free and appropriate public education in the least restrictive environment. IDEA was established in 1975 and was most recently reauthorized in 2004.

According to the CDE, in 2016 there were 754,000 children aged birth to 22 who were identified as having exceptional needs. 680,000 of these children were enrolled in grades K-12, representing roughly 11% of K-12 enrollment.

The most common disabilities among students are specific learning disabilities, speech and language impairments, and other health impairments, which together constituted about 73% of all students with exceptional needs in 2015. While the prevalence of students with Autism Spectrum Disability (ASD) is relatively rare (affecting about 1.5 percent of California students), the number of students diagnosed with ASD has increased notably over the last decade, from 2% of all disabilities in 2002 to 13% in 2015 (see chart below).

Viewed as a whole, there is a significant achievement gap between students with disabilities and their peers. The LAO notes that while performance on standardized tests (including those specifically designed for students with disabilities) has improved over the past several years, a majority of students with disabilities still fail to meet state and federal achievement expectations, and that 60 percent of these students graduate on time with a high school diploma and about two-thirds are engaged productively after high school (with about half enrolled in an institute of higher education and 15 percent competitively employed within one year after high school).

Special education finance in California. Special education in California is funded with a combination of federal, state, and local revenues, totaling $13.2 billion in 2015-16. In 2015-16 local general purpose funds covered the largest share of these costs ($8.2 billion, or 62 percent), followed by state special education categorical funds ($3.8 billion, or 43 percent), combined with federal special education funds ($1.2 billion, or 9 percent).
State law requires that funding be allocated to Special Education Local Plan Areas (SELPAs), which are either a collection of local educational agencies (LEAs), single school districts, or a collection of charter schools. The SELPAs develop allocation plans and disburse funding to LEAs to serve students.

About 85% of state special education funding is provided as categorical funds known as “AB 602” (Chapter 854, Statutes of 1997). This allocation method provides funding using a census-based method that allocates special education funds to SELPAs based on the total number of students attending school within the area. AB 602 was based on the assumption that students with disabilities are fairly equally distributed in the student population. The intent of AB 602 funding was to remove fiscal incentives to over-identify students with disabilities that existed under the prior J-50 model. AB 602 also included a “special disabilities adjustment” which accounted for variation in the enrollment of students with more severe disabilities. This adjustment was eliminated in 2011-12, and at the time totaled $74 million.

Local funds covering an increasing share of special education costs. In recent years local general fund dollars have been covering an increasing share of special education costs.

As shown in the adjacent chart, provided by the LAO, in the last ten years the local share of special education funding has increased from 48% to 62%. This is a result of a number of factors:

- As discussed below, the growth formula for AB 602 is based on overall student growth and not on growth in special education, and overall student growth has been flat while special education enrollment has increased significantly. The result has been a flat level of state funding for a growing student population.

- Federal special education funding has declined since 2013-14 due to sequestration and any adjustments have not kept pace with increasing costs. As noted above, the federal share of cost has declined from 14% in 2005-06 to 9% in 2015-16.

- Two compensation-related factors contribute to this increased local share: 1) since special education personnel are paid on the same salary schedules as general education personnel, any negotiated increases in compensation raise special education costs, and 2) in recent years the state has required LEAs to provide an increased share of contributions to the state teachers’ retirement system (CalSTRS).
- There has been a marked increase in special education placements which require a higher level of service (such as ASD), and a decline in placements requiring a lower level of service (such as Specific Learning Disability).

- Dedicated funding for higher cost placements, already small in proportion to overall funding, has either declined or remained flat, depending upon the source.

- Districts with a large number of fiscally independent charter schools which enroll less than a proportionate share of students with severe disabilities may find that district special education costs increase as their severely disabled students comprise a larger share of their special education enrollment. Data presented to the board of one large school district, for example, show that the district serves three times as many severely disabled students than the charter schools within the district.

- SELPAs report that 1) funding cuts during the recession reduced the provision of early intervention services which reduce the need for later, more costly services, and 2) some programs are providing a higher level of service for the same placements, as understanding of effective practices evolves.

**Inequities in special education funding are a legacy of an informal survey conducted in 1979.**

As shown in the chart provided by the LAO below, AB 602 special education funding rates vary widely across SELPAs, ranging from $480 to $925 per unit of ADA in the districts comprising the SELPA. These inequities are a relic of the prior funding system.

From 1980, when the Master Plan for Special Education was enacted, until 1998 when AB 602 was enacted, state special education funding was allocated based on a model known as J-50. Under J-50 the state provided funding in unequal amounts to SELPAs based in part on an informal survey of special education expenditures in 1979–80. According to this Committee’s analysis of AB 602 in 1997, “reporting practices throughout the state were erratic and the reliability and accuracy of the information obtained from them [were] suspect.” In addition, school districts were required to contribute money from their local general fund at the same rate that was reported in 1979-80, and as a result local contributions varied widely.
The J-5- system was based on Instructional Service Personnel Units (IPSUs), which largely represented the cost of teachers. J-50 provided greater levels of funding to SELPAs that identified a larger proportion of students for special education and served students in more expensive settings, which often meant more restrictive placements. This system raised concerns that schools had a fiscal incentive to place students in more restrictive settings, potentially violating students’ rights to an education in the least restrictive environment under federal and state law.

When AB 602 was enacted in 1998, the state determined the new allocations by dividing the prior year funding received by total average daily attendance (ADA), effectively locking in the rate at which SELPAs were funded in that year. In the early years of AB 602, two rounds of equalization funds were allocated. In the 2013-14 budget the Legislature included $30 million for equalization, but this funding was vetoed.

The state funds enrollment growth in special education at a target rate which represents the statewide average ($530 per student in 2014-15), so that in a low funded SELPA growth is funded at a slightly higher rate per student. However, the LAO notes, statewide attendance has been virtually flat over the last 10 years, so this approach has had little effect on funding inequities. Nearly forty years after the Master Plan for Special Education, and twenty years after AB 602, significant funding disparities remain.

To understand the effect of these differences in rates on expenditures per special education pupil, it may be useful to consider the adjacent table, which was included in the Task Force report.

Recommendations for equalization of special education funding rates. For decades, reports have recommended that the state equalize special education funding rates. Some of the recent recommendations for equalization are shown below:

- For several years the LAO has recommended that the state equalize AB 602 rates to the 90th percentile. The LAO notes that since 2013-14 the state has dedicated billions of new dollars toward implementing LCFF which, among other things, equalizes funding rates across districts by allocating based on a “gap” approach, such that districts receive additional funding based on the difference (or gap) between their prior-year funding level and their target LCFF funding level, but that because special education funding was not shifted into LCFF special education funding rates remain unequal.
In 2015 the Task Force recommended that all SELPAs be funded at a new statewide target rate (90% of the current statewide average), that no SELPA would receive less funding than it did the year prior, and that the amount be adjusted in future years to reflect cost of living adjustments. It also recommended increasing the statewide target to $665 within five years.

In 2016, PPIC recommended that the state equalize to the 90th percentile. Alternatively, they recommended equalizing to the 2007 per-ADA rate, the peak year per ADA. Finally, they offered the option of increasing funding to recognize the higher costs generated by rising caseloads relative to ADA and the shift towards more severe disabilities, while equalizing by withholding funding from districts at the top of the distribution.

This bill’s approach to funding special education equalization. This bill requires that, for the first full fiscal year after LCFF funding targets have been met, the SPI compute an equalization adjustment for each SELPA, setting the target equalization rate at the 95th percentile of statewide funding rates. The Governor’s Budget for 2018-19 proposes to fully fund the LCFF targets, and 2019-20 is expected to be the first full year after full funding of LCFF. Equalization to the 95th percentile is estimated to cost $787 million.

Special education preschool funding. State and federal law require LEAs to provide services for preschool-age students with exceptional needs. Dedicated support for costs of providing special education services for preschool age students comes from federal and local funds, but funding is not specifically provided for these students through AB 602. According to the author, LEAs spent approximately $500 million in 2014-15 for special education preschool services.

Federal funds are provided from two sources: Preschool-Local Assistance and Federal Preschool, totaling $97 million in 2014-15. State Preschool, which serves students with and without disabilities, was funded at $884 million in 2015-16. Full day state preschool provides an adjustment factor of 1.2 to the reimbursement rate for children with exceptional needs, with a rate of 1.5 for students with severe disabilities. The 2015 Budget Act added 2,500 part-day preschool slots, with priority for contractors who intended to use them to increase access for children with exceptional needs. Costs not covered by federal and other funds are covered by local funds.

Special education preschool services as an investment in later school success and in reduced costs. The Task Force notes that many children who receive interventions as infants and preschoolers make significant gains and are able to be educated in general education with their peers with little or no special education support as they enter the primary grades. They also note that early intervention efforts in recent years have contributed to reducing the number of preschoolers with milder disabilities who are in need of intensive special education services once they reach the primary grades, and that at the same time, the incidence of preschoolers with more significant disabilities such as ASD, requiring intensive and more costly services, has increased significantly. Finally, the Task Force notes that there is a severe shortage of general education preschool options which would provide these students with services in the least restrictive environment with their typically developing peers.

Writing in support of this bill, the Riverside County Superintendent of Schools notes that “approximately 35% - 40% of children with autism who receive early intervention return to the general education setting. Students with speech and language impairments, students who are
Deaf/Hard of Hearing, or Visually Impaired, or have other low incidence disabilities but receive early intervention, are included in general education settings at much higher percentages.”

**Preschool enrollment increasing rapidly, particularly enrollment of children with Autism Spectrum Disability.** According to CDE data, in 2005-06 there were 38,563 preschool age students with exceptional needs. In 2015 there were 46,596 such children - an increase of 21% over ten years. The increase in special education enrollment among children of other ages was 7% over the same time period.

Between 2005-06 and 2015-16 the number of preschool age children identified with Autism Spectrum Disability (ASD) increased from 4,845 to 10,688 – an increase of 121%. The next highest increase in that time period was among students identified as having Other Health Impairments, who increased from 1,270 to 1,913, a 51% increase. In 2005-06 children identified with ASD comprised 13% of preschool enrollment; in 2015-16 children with ASD represented nearly 23% of all preschoolers with exceptional needs.

**Recommendations for providing state support for preschool special education.** Several reports have recommended that the state provide support for preschoolers with exceptional needs:

- The Task Force recommended that an additional $150 million dollars be provided for preschool children with disabilities, equating to approximately $3,000 for each preschool identified as needing special education services, with a cap so that funding would not exceed 11% of kindergarten and first grade enrollment. The Task Force also recommended that the state provide additional funds for facility modifications, professional learning opportunities for preschool staff, and increase the availability of slots in least restrictive environments.

- In 2016, PPIC also supported providing state funding for special education preschool, offering the idea of counting preschool attendance toward school and district average daily attendance (ADA). Alternatively they suggested boosting incentives to serve special education children by increasing the supplemental funding state preschool programs receive for special education students. They noted that one problem with this proposal is that districts in more affluent areas do not operate state preschool programs, but suggested that this option might reduce the emphasis on separate classes for special education preschool students.

**This bill’s approach to providing state support for preschool special education.** This bill provides funding for special education preschool by adding an estimate of preschool ADA to the AB 602 funding formula.

AB 602 provides funding on a census basis, allocating an amount per pupil enrolled in schools within each SELPA. Because the state has no count of ADA or enrollment of preschool age students, there is no pupil count to use as the basis for a census-based allocation for preschool age children.
In light of that, this bill uses a proxy for preschool population based on Kindergarten average daily attendance. This bill adds two additional years of Kindergarten ADA to AB 602, as a proxy for preschool special education enrollment. This is expected to require $457 million in funding. This approach allows preschool funding to be provided in a manner consistent with AB 602, without the creation of a new categorical program within special education, and without establishing a base year which would have to be periodically updated.

**Growth funding for special education does not reflect actual growth.** Though AB 602 is funded as a separate categorical program, growth in the overall program is funded at the same rate as the overall student population.

This method of funding special education growth would seem to conflate the separate issues of the distribution of disabilities and the incidence of them. In other words, disabilities may generally be evenly distributed across the state, but the incidence of disability may not move in tandem with the overall student population. For example, special education identification may increase at the same time that general education enrollment may be flat or declining.

This is indeed what has been happening in recent years, as the adjacent chart (provided by the LAO) shows. Overall ADA has been flat (and in many areas declining since 2005-06), growing by only 6,000, but special education enrollment has increased by 51,000. The result has been flat funding for AB 602 in spite of growth in special education enrollment.

**Declining enrollment adjustment.** One way in which this bill addresses growth is in the way it would modify the calculation of declining enrollment adjustments. This bill allows the “current or prior” decision to occur at the district level, prior to rolling up the totals to the SELPA level, locating the choice of where it reflects actual growth or decline.

Under current law, and similar to the manner in which declining enrollment is addressed for school district ADA, a SELPA may choose the greater of current or prior year for apportionment purposes. This allows a SELPA to “cushion” declines in enrollment. To calculate ADA at the SELPA level, ADA from all districts within a SELPA is combined. So if a SELPA’s overall ADA is in decline, it can cushion the reduction in funding by choosing the prior year ADA.

But what is good in the aggregate may not be good for individual districts. To use a simple and highly exaggerated example: A SELPA has three constituent districts. Two of them have five ADA and one has ten. The two smaller districts grow from 5 to 10 ADA. The larger district declines from 10 to 5 ADA. The combined total for the SELPA in the prior year would be 20 and the total in the second would be 25 ADA. The SELPA would then choose the current year because the total is higher. But this disadvantages the district which the adjustment is supposed
to help, because that district would have benefitted by choosing the prior year. And if the increase/decline were reversed, with two districts declining and one growing, it’s possible that the decline in two districts could be masked at the SELPA level by high growth in another, eliminating the opportunity to use the declining enrollment adjustment at all.

**Low incidence disabilities.** This bill proposes a new high cost service allowance for the purpose of providing supplemental funding to a SELPA on the basis of the number of pupils with severe disabilities, defined as autism, blindness, deafness, severe orthopedic impairments, serious emotional disturbances, severe intellectual disability, both deafness and blindness, traumatic brain injury, and multiple disabilities. The calculation of the allowance would be based on prior year counts of those students, and would be adjusted annually for prior year enrollment. The allowance would be equal to the average base rate, which is about $533. In total, the allowance is estimated to require $107 million in funding, which is similar to the prior low incidence disability adjustment (SDA), which totaled $74 million before it was eliminated.

Recent history illustrates why creating a pupil-count based allocation for special education is challenging, and requires careful consideration.

California’s experience moving from a model based on funding services tied to the identification of pupils (J-50) to a census-based model (AB 602) provides one illustration of the need for caution. As noted earlier, AB 602 markedly decreased the segregation of students with severe disabilities. PPIC found that the enactment of AB 602, and a similar policy change in the 1997 reauthorization of the IDEA, diminished the fiscal incentive to identify additional students as a means of increasing funding, and found evidence that the same pattern occurred in other states which adopted census-based models. For students with severe disabilities the effect was dramatic: according to the LAO, since AB 602 was passed, the proportion of students with severe disabilities served in mainstream classrooms has doubled from 15 percent to 30 percent.

The fate of the Special Disabilities Adjustment (described above) provides further evidence of the need for caution. As noted above, this adjustment was an original part of AB 602, designed to support SELPAs which had a greater share of higher cost placements. But when the time came to adjust the allocation based on changing local costs, conflict over who would lose and receive the funding made it impossible to re-allocate. After years of inability to resolve the issue and at least seven bills to extend the SDA for one or more years, the Legislature allowed the SDA to sunset.

**This bill’s approach to a low incidence disability adjustment.** In proposing a high cost service allowance, this bill attempts to 1) address concerns about overidentification and incentives to
place students in restrictive placements, 2) get funding to SELPAs which are experiencing higher costs, 3) allow for adjustments over time.

This bill would provide the high cost service allowance based on pupil counts of severe disabilities, including ASD, which is the disability category experiencing the highest growth. This bill proposes to use prior year counts of students with severe disabilities, making the initial year “ungameable.” The amount of funding provided is quite low (approximately $533) relative to actual costs (often in the tens of thousands per student), and as a result is unlikely to drive overidentification. And the bill does not propose to tie funding to placements, as was the case with J-50.

The only scenario under which a district might be able to game the system would be, for a student with multiple disabilities, to elevate a severe disability as their primary disability. However, this would likely require the consent of the IEP team for each student, in some cases a medical diagnosis, and potentially modifications to the services provided. The additional funding would not be received until at least a year later, since the allowance is based on prior year enrollment. These factors would almost certainly outweigh the $533 adjustment received.

Prior and related legislation. AB 3136 (O’Donnell) of the 2017-18 Session would have required that special education funding rates be equalized to the 95th percentile after LCFF was fully funded, created a funding mechanism for state support of special education preschool, established a high cost service allowance to provide supplemental funding on the basis of the number of students with severe disabilities, and changed the calculation of the declining enrollment adjustment that it is based on school district, rather than Special Education Local Plan Area (SELPAs), enrollment. This bill died in the Senate Appropriations Committee.

AB 312 (O’Donnell) of the 2017-18 Session would have required that special education funding rates be equalized to the 90th percentile and creates a funding mechanism for state support of special education preschool, after the LCFF is fully funded. This bill died in the Assembly Appropriations Committee.

SB 217 (Portantino and Roth) of this Session would establish the Special Education Early Intervention Grant Program, through which $4,000 would be allocated to LEAs for each 3 and 4 year old child with exceptional needs who is enrolled in transitional kindergarten, a California state preschool program, a federal Head Start program, or any other early education preschool program.

AB 1449 (Muratsuchi) of the 2017-18 Session would have created a supplemental grant within the LCFF for students with severe disabilities, as defined, as a percentage of LCFF base grants. This bill died in the Assembly Education Committee.

SB 1071 (Allen) of the 2015-16 Session would have required, upon an appropriation in the Budget Act, a permanent one-time adjustment to the base funding calculation for each special education local plan area to support special education and related services for three and four year old preschool children with exceptional needs. This bill died in the Senate Appropriations Committee.
REGISTERED SUPPORT / OPPOSITION:

Support

Coalition for Adequate Funding for Special Education (co-sponsor)
California Association of School Business Officials (co-sponsor)
California School Boards Association (co-sponsor)
Albany Unified School District
Albany Unified School District Board of Education
Alhambra Unified School District SELPA
Alisal Union School District
Alta Loma School District
Anaheim Union High School District
Antelope Elementary School District
Antelope Valley SELPA
Association of California School Administrators
Atascadero Unified School District
Bellevue Union School District
Benicia Unified School District
Bonsall Unified School District
Brentwood Union School District
Briggs Elementary School District
Calaveras County Office of Education
Calaveras County SELPA
California Alliance of Child and Family Services
California Association of School Psychologists
California Association of Suburban School Districts
California Charter Schools Association
California Down Syndrome Advocacy Coalition
California Retired Teachers Association
California School Employees Association
California School Funding Coalition
California Teachers Association
Cardiff School District
Carlsbad Unified School District
Carmel Unified School District
Castaic Union School District
Central Valley Education Coalition
Claremont Unified School District
Clovis Unified School District
Columbia Elementary School District
Compton Unified School District
Conejo Valley Unified School District
Contra Costa SELPA
CORE Charter School
Cotati-Rohnert Park Unified School District
Covina-Valley Unified School District
Cypress School District
Del Mar Union School District
Dinuba Unified School District
Dixon Unified School District
East San Gabriel Valley SELPA
East Valley SELPA
El Dorado Charter SELPA
El Dorado County SELPA
El Dorado County Superintendent of Schools
El Segundo Unified School District
Elk Grove Unified School District
Encinitas Union School District
Escondido Union High School District
Escondido Union School District
Etiwanda School District
Evergreen Union School District
Fairfield-Suisun Unified School District
Firebaugh-Las Deltas Unified School District
Folsom Cordova Unified School District
Foothill SELPA
Foothill SELPA Community Advisory Council
Fresno County Charter SELPA
Fresno County SELPA
Fresno County Superintendent of Schools
Glendale Unified School District
Glendora Unified School District
Golden Valley Unified School District
Greater Anaheim SELPA
Gustine Unified School District
Hawthorne School District
Hope School District
Horicon Elementary School District
Hueneme Elementary School District
Irvine Unified School District
Kern County Superintendent Of Schools
KIPP Bay Area Public Schools
La Canada Unified School District
Lawndale Elementary School District
Loomis Union School District
Madera Unified School District
Magnolia Elementary School District
Martinez Unified School District
Mendocino County SELPA
Mendocino County SELPA Community Advisory Committee
Merced City School District
Merced County Office of Education
Merced County SELPA
Merced River School District
Solana Beach School District
Solano County Office of Education
Solano County SELPA
Sonoma County Charter SELPA
Sonoma County SELPA
South Bay IEP & Disability Parents
South Bay Union School District
Southwest SELPA
Stockton Unified School District
Sulphur Springs Union School District
Sutter County SELPA
Sutter Union High School
Sweetwater Union High School District
Tehama County SELPA
Torrance Unified School District
Travis Unified School District
Tri-City SELPA
Tustin Unified School District
Tustin Unified School District SELPA
Twin Rivers Unified School District
Vacaville Unified School District
Valley Center-Pauma Unified School District
Ventura County Office of Education
Ventura County SELPA
Ventura Unified School District
West Contra Costa Unified School District SELPA
West Covina Unified School District
Wheatland Union High School District
William S. Hart Union High School District
Wright Elementary School District
Yuba County SELPA
Numerous individuals

**Opposition**

None on file

**Analysis Prepared by:** Tanya Lieberman / ED. / (916) 319-2087
SUMMARY:

This bill requires special education funding rates be equalized to the 95th percentile the year after the Local Control Funding Formula (LCFF) is fully funded, creates a funding mechanism for state support of special education preschool, establishes a high cost service allowance to provide supplemental funding on the basis of the number of students with severe disabilities, and changes the calculation of the declining enrollment adjustment to be based on school district enrollment, rather than Special Education Local Plan Area (SELPA) enrollment. The bill also states intent to implement its provisions over a five-year period.

FISCAL EFFECT:

1) Ongoing Proposition 98 General Fund (GF) costs of about $800 million to equalize special education funding rates to the 95th percentile. (If this bill were to be implemented in equal increments over a five-year period, annual increases of about $160 million.)

2) Ongoing Proposition 98 GF costs of about $520 million to fund special education in preschool. (If this bill were to be implemented in equal increments over a five-year period, annual increases of about $100 million.)

3) Ongoing Proposition 98 GF costs of about $110 million to provide supplemental funding for students with severe disabilities. (If this bill were to be implemented in equal increments over a five-year period, annual increases of about $22 million.)

4) Ongoing Proposition 98 GF costs, potentially in the low millions to tens of millions of dollars, to provide funding to adjust how SELPAs and member school districts calculate declining enrollment. (If this bill were to be implemented in equal increments over a five-year period, annual increases of a few million dollars.) The state would need to reimburse SELPAs and school districts for the costs of adjusting the calculation of declining enrollment, if the Commission on State Mandates determines the bill’s requirements to be a reimbursable state mandate.

COMMENTS:

1) **Current Law.** Federal law—the Individuals with Disabilities Education Act (IDEA)—and corresponding state law require students with exceptional needs aged birth to 22 years be provided a free and appropriate public education in the least restrictive environment.
2) **Special Education in California.** According to the California Department of Education (CDE), in 2016 there were about 750,000 children aged birth to 22 years who were identified as having exceptional needs. About 680,000 of these children were enrolled in grades K-12, representing roughly 11% of K-12 enrollment. According to the Legislative Analyst’s Office (LAO), the share of California students receiving special education was virtually flat from the 1997-98 school year through 2007-08 school year, then grew notably over the last decade. The share of students diagnosed with autism has increased at an especially fast rate, more than doubling over that time period.

3) **Special Education Funding.** Special education in California is funded through a combination of federal, state and local funds, totaling $13.2 billion in the 2015-16 school year. Of this amount, about 60% comes from local funds, 30% comes from state funds and 10% comes from federal funds. State law requires funding be allocated to SELPAs, which are either a collection of local educational agencies (LEAs), single school districts, or a collection of charter schools. SELPAs develop allocation plans and disburse funding to LEAs to serve students.

About 85% of state special education funding is provided as categorical funds known as “AB 602.” AB 602 provides funding to a SELPA using a census-based method that allocates funds based on the total number of students attending school within its area, not the total number of students with disabilities in its area. AB 602 was based on the assumption that students with disabilities are fairly equally distributed in the student population and that providing funding based on overall enrollment would remove fiscal incentives to overidentify students with disabilities.

4) **Special Education Funding Equalization.** AB 602 special education funding rates vary widely across SELPAs, ranging from $480 of average daily attendance (ADA) to $925 per unit. These inequities are a relic of the state’s prior funding system, which provided funding in unequal amounts to SELPAs based, in part, on a survey of special education expenditures in the 1979-80 school year.

This bill requires, after the first full fiscal year after full LCFF implementation, CDE compute an equalization adjustment for each SELPA, setting the target equalization rate at the 95th percentile of statewide funding rates.

5) **Special Education High-Cost Allowance.** As described above, AB 602 provides census-based funding to incentivize schools to accurately identify the number of students who have disabilities. However, students with severe disabilities, which include autism, blindness, deafness, severe orthopedic impairments, serious emotional disturbances, and severe intellectual disability, are more expensive to serve.

This bill proposes a new high-cost allowance for the purpose of providing supplemental funding to a SELPA on the basis of the number of pupils it serves with severe disabilities. The bill proposes to use prior year counts of students with severe disabilities to award funding to SELPAs, meaning it would be difficult for schools to over-identify students in year one. In addition, the amount of per-pupil funding this bill provides is quite low (about $500) relative to actual costs (often in the tens of thousands per student) and therefore is unlikely to drive overidentification.
6) **Special Education Funding for Preschool.** State law and federal law require all schools to serve all three- and four-year-olds with special needs, but the state provides no categorical funding for this population. Consequently, school districts tend to fund most of these services by diverting LCFF funds, although preschool-aged children do not generate LCFF for the district. According to the author, LEAs spent approximately $500 million in the 2014-15 school year for special education preschool services.

This bill would provide AB 602 funding specifically for special education for preschool students by adding an estimate of preschool ADA to the AB 602 funding formula. The state has no count of preschool-age ADA. Instead, this bill uses a proxy for preschool population based on kindergarten ADA.

This bill would not directly increase or improve the services offered to this population, but would likely free up a significant amount of LCFF for schools to use for other purposes.

7) **Adjustment to the Calculation of Declining Enrollment.** Under current law, a SELPA may choose the greater of current-year or prior-year ADA for apportionment purposes. To calculate ADA at the SELPA level, ADA from all districts within a SELPA are combined. This means, if a SELPA’s ADA is in decline in the current year, it can cushion the reduction in funding by choosing the prior year’s ADA. This approach, however, can result in funding disadvantages to certain districts in the SELPA. For example, a district might individually benefit from using their current-year ADA, but the SELPA might benefit from using its member district’s prior-year ADA.

To address this imbalance, this bill modifies the calculation of declining enrollment adjustments by allowing an individual school district, rather than a SELPA, to decide whether it would like to be funded at its current-year or prior-year ADA.

8) **Timing.** This bill would take effect in the first fiscal year following the full funding of the LCFF. The LCFF, created in 2013-14, set a per-pupil funding target for all students, with higher target for low-income and English learner pupils. The per-pupil funding target has been achieved in the current school year (2018-19). Presumably, if passed, this bill’s provisions would go into effect in the 2019-20 school year.

9) **Cost Pressures Related to Special Education.** According to LAO, over the last decade, total state and federal funding for special education has declined due to the drop in overall student attendance. During this period, however, total special education expenditures have increased, largely driven by the growing number of students receiving special education coupled with some students requiring more intensive services. As a result, local general purpose funding has been covering an increasing share of special education expenditures, rising from about 45% ten years ago to about 60% today. This increase has resulted in cost pressures to school districts.

10) **Governor’s Budget Proposal.** The Governor’s 2019-20 January budget proposal includes $577 million Proposition 98 General Fund for special education grants. Of the total amount, $390 million is ongoing and $187 million is one time. These funds would be allocated according to a formula whereby school districts and charter schools serving more than the statewide average share of students with disabilities and having an overall student population that is more than 55% English learner or low-income would receive funding. Districts could
use the funds to provide more support for students with disabilities, provide services to preschool-aged children with disabilities or expand early intervention programs. Districts would be encouraged to use the one-time funding for purposes such as acquiring new equipment or providing professional development. The LAO estimates the per-student rate under the proposal would be about $8,000 in ongoing funding.

In its analysis of the governor’s budget proposal, the LAO outlines other ways the Legislature could use the proposed funds to address special education. For example, the proposed funds could be used to equalize or make progress toward equalizing AB 602 per-student funding rates (as outlined in this bill). The LAO estimates equalizing these rates at the 90th percentile of existing rates would cost about $330 million. (However, equalizing rates to the 90th percentile rather than the 95th percentile would leave out Los Angeles Unified School District.)

11) **Prior Legislation.** AB 3136 (O’Donnell), of the 2017-18 Legislative Session, was nearly identical to this bill. The bill was held in the Senate Appropriations Committee.

**Analysis Prepared by:** Natasha Collins / APPR. / (916) 319-2081
TO: Alameda County Board of Education
FROM: Yvonne Cerrato, Board President
RE: Board Budget Transfer: Trustee Amber Childress

Background:

According to Board Bylaw 9250 "Should a Board member desire to exceed the budgeted amount in his/her individual spending account during a fiscal year, he/she may request a budget transfer from a Board member who has sufficient funds remaining in his/her individual spending account. Upon approval of the budget transfer, the Board member granting the transfer request shall notify the Board's Administrative Secretary to implement the transfer. The budget transfer will be placed on the next Board meeting agenda as an information item."

Action Requested:

INFORMATION