

**Memorandum of Understanding**

**Between the**

**California State Board of Education,**

**and**

**Long Valley Charter School**

**July 1, 2010 – June 30, 2015**

## **Table of Contents**

<b>Introduction .....</b>	<b>5</b>
<b>Purpose of the Memorandum of Understanding.....</b>	<b>5</b>
<b>Term of the Memorandum of Understanding .....</b>	<b>6</b>
<b>Term of Charter .....</b>	<b>6</b>
<b>Section 1: Governance and Organizational Management .....</b>	<b>7</b>
<b>1.1 Organization .....</b>	<b>7</b>
<b>1.2 Board of Directors and Establishment of Governance Council.....</b>	<b>7</b>
<b>1.3 Board of Directors and Governance Council Responsibilities .....</b>	<b>7</b>
<b>Calendar .....</b>	<b>7</b>
<b>Board of Directors and Governance Council Meetings .....</b>	<b>8</b>
<b>Brown Act Training .....</b>	<b>8</b>
<b>Adoption of Policies and Procedures.....</b>	<b>8</b>
<b>1.4 Administration.....</b>	<b>10</b>
<b>Application, Admissions, and Enrollment Documentation.....</b>	<b>10</b>
<b>Insurance and Risk Management.....</b>	<b>10</b>
<b>Exclusive Employer.....</b>	<b>11</b>
<b>Employee Handbook .....</b>	<b>11</b>
<b>Teacher Credentials and Highly Qualified Teacher Requirements .....</b>	<b>11</b>
<b>Business Services, Education Management, and Vendor Contracts .....</b>	<b>11</b>
<b>Facilities Agreement .....</b>	<b>12</b>
<b>Department of Transportation Review.....</b>	<b>12</b>
<b>Zoning and Occupancy.....</b>	<b>12</b>
<b>School Accountability Report Card .....</b>	<b>12</b>
<b>Section 2: Educational Performance.....</b>	<b>12</b>
<b>2.1 Educational Program .....</b>	<b>12</b>
<b>2.2 Student Achievement Plan .....</b>	<b>13</b>
<b>2.3 Annual Update.....</b>	<b>13</b>
<b>2.4 Special Education .....</b>	<b>14</b>
<b>2.5 Independent Study.....</b>	<b>15</b>
<b>Section 3: Fiscal Operations.....</b>	<b>15</b>
<b>3.1 Funding.....</b>	<b>15</b>
<b>3.2 Fiscal Agent.....</b>	<b>15</b>

3.3 Student Attendance Accounting and Reporting .....	16
3.4 Revenue and Expenditure Reporting .....	17
3.5 Reserves .....	18
3.6 Annual Audit.....	18
3.7 Oversight Fees .....	18
3.8 Retirement Systems.....	19
<b>Section 4: Fulfilling Charter Terms .....</b>	<b>19</b>
4.1 Adherence to Charter.....	19
4.2 Material Amendments to Charter .....	19
4.3 Statewide Assessments .....	20
4.4 Site Visits .....	20
Pre-opening Visit (see Appendix B).....	20
Annual Site Visits (See Appendix D) .....	20
4.5 Notification Regarding Closure, Revocation, or Renewal .....	21
4.6 Renewal.....	21
4.7 Revocation.....	21
4.8 Closure Procedures .....	22
<b>Section 5: Nondiscrimination .....</b>	<b>22</b>
<b>Section 6: Severability.....</b>	<b>22</b>
<b>Section 7: Non-assignment.....</b>	<b>23</b>
<b>Section 8: Waiver .....</b>	<b>23</b>
<b>Notifications .....</b>	<b>24</b>
<b>Appendix A: Student Achievement Plan Guidelines .....</b>	<b>25</b>
I. Overview .....	25
II. Required Components of the Student Achievement Plan .....	25
<b>Appendix B: Pre-opening Site Inspection Checklist.....</b>	<b>27</b>
<b>Appendix C: Document Review Checklists .....</b>	<b>31</b>
Checklist: Pre Opening Conditions .....	31
Checklist: Documents To Be Reviewed Within 30 days of Opening .....	32
Checklist: Continuous Document Review/Collection .....	33

<b>Appendix D: SBE Authorized Charter School Monitoring Instrument .....</b>	<b>34</b>
<b>Purpose of Site Visit .....</b>	<b>34</b>
<b>Process .....</b>	<b>34</b>
<b>Schedule Template.....</b>	<b>36</b>
<b>Evaluation Categories.....</b>	<b>39</b>
<b>Sample Questions for Governing Board .....</b>	<b>49</b>
<b>Sample Questions: Principal .....</b>	<b>49</b>
<b>Sample Questions: Teachers .....</b>	<b>50</b>
<b>Sample Questions: Students.....</b>	<b>51</b>
<b>Sample Questions: Parents.....</b>	<b>52</b>
<b>Sample Classroom Walk Through: Observation Data .....</b>	<b>53</b>
<b>Appendix E: School Closure Procedures Checklist .....</b>	<b>54</b>
<b>Appendix F: Supplemental Financial Information.....</b>	<b>63</b>
<b>Appendix G: California Department of Education Internet Resources .....</b>	<b>67</b>

## **Introduction**

This Memorandum of Understanding (MOU) is made and entered into by and between the California State Board of Education (SBE) and Long Valley Charter School (the School). In this document the SBE and the School shall collectively be referred to as “the parties.”

## **Purpose of the Memorandum of Understanding**

The SBE authorized the School to operate as a California Public Charter School under the State of California Charter Schools Act of 1992 (the Act) on July 14, 2010, by approving the school’s application for charter status. The SBE as the authorizing agency has delegated to the State Superintendent of Public Instruction (SSPI), as director of the California Department of Education (CDE), its obligations to oversee the School under the terms of this MOU, the provisions of the School’s charter, and applicable federal and state laws and regulations. The SBE reserves the right and authority as the authorizing agency to modify any decision made by the SSPI, the CDE, or a designee.

The Act authorizes the creation of charter schools to improve student learning through a variety of means, including increased learning opportunities, innovative teaching methods, expanded choice for parents and pupils, and performance-based accountability.

The SBE recognizes that there are a limited number of matters related to the operation of the School that go beyond the provisions in the School’s charter and acknowledges that the School’s board of directors, governance council, and administrators will operate the School appropriately under the provisions of the charter. This MOU addresses matters that are not covered in the charter and provides guidance on the SBE oversight policies and procedures delegated to the SSPI and CDE. Additionally, this MOU outlines the parties’ agreements governing their respective fiscal and administrative responsibilities and legal relationships. This MOU is inclusive of Appendices A – G.

The SBE’s fundamental concern is to be reasonably assured on a continuing basis that the School’s board of directors, governance council and administrators are:

- Implementing the provisions of the approved charter.
- Adhering to all federal, state, and local laws and regulations that apply to the School.
- Operating the School prudently in all respects.
- Providing a sound education pursuant to California *Education Code (EC)* sections 47605(b)(5)(A)(i-ii) and the California Academic Content Standards for all of the School’s students.

The CDE will report periodically (annually or as requested or when necessary) to the SBE on the oversight provisions in this MOU.

### **Term of the Memorandum of Understanding**

The MOU shall become effective on July 1, 2010, or on the date on which it is fully executed by all parties and shall end on June 30, 2015, unless the School becomes non-operational prior to that date. A school typically becomes non-operational due to non-renewal, revocation, or renewal by a school district.

This MOU shall be reviewed at least annually and may be amended or augmented by addendum at any time with mutual agreement of the parties. Any modification, amendment, or augmentation to this MOU must be in writing and executed by duly authorized representatives of the parties at the time.

- A duly authorized representative of the School is the governing board president, chief executive officer/director of the School, or a designee.
- A duly authorized representative of the SBE is the Executive Director or a designee.

Material amendments to the School's charter may only be made with the approval of the School's governing board and will take effect only if approved by the SBE.

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

### **Term of Charter**

The School is a public school that will operate pursuant to a charter authorized by the SBE on July 14, 2010.

The School will be known Long Valley Charter School located at 436-965 Susan Drive, Doyle, CA 94063, and will commence operations between July 1 and September 30, 2009, subject to conditions specified by the SBE that are reflected in this MOU.

The School's charter was granted for a five-year period ending June 30, 2015. The SBE reserves the right to approve amendments to the charter and/or revoke the charter pursuant to *EC* Section 47607.

## **Section 1: Governance and Organizational Management**

The School will be operated Long Valley Charter School, which is a California non-profit public benefit corporation pursuant to California law. The School is a separate legal entity and neither the SBE nor the CDE is liable for the debts and obligations of the School, or for claims arising from the performance of acts, errors, or omissions by the School. The SBE reserves the right to appoint a voting member the Long Valley Charter School governing board to represent its interests in accordance with *EC* Section 47604. The School will use all revenue received from state and federal sources only for the educational services specified in the charter and this MOU for the students enrolled and attending the School. Other funding sources must be used in accordance with applicable federal and state laws and regulations and the terms or conditions of any grant or donation received.

### **1.1 Organization**

The School will have a phone number and e-mail address posted on the School's Web site and will update the posting immediately whenever the information changes. The School will provide the CDE with the phone numbers and e-mail addresses for the School's principal contacts and ensure that this information is kept current.

The School will provide the CDE immediate written notice of any change in the School's directors, officers, or administrators.

### **1.2 Board of Directors and Establishment of Governance Council**

At all times that it is operational, the School will have the following information posted on the School's Web site and will update the information within 30 days of any changes:

- Articles of Incorporation
- Bylaws approved by the governing board
- Roster and biographies of current governing board members

### **1.3 Board of Directors and Governance Council Responsibilities**

#### **Calendar**

The annual calendars of the governing board meetings will be posted on the School's Web site. The posting is to include information about how students, parents, and community members will be notified of the meetings and the procedures for them to use to address the governing board.

### **Board of Directors and Governance Council Meetings**

The governing board will conduct the public meetings included on the annual calendars, as well as any additional meetings needed to ensure that the governing board is approving and implementing effective policies and procedures for the School. All meetings will be conducted in accordance with the Ralph M. Brown Act requirements (California *Government Code [GC]* sections 54950-54962). All meeting agendas will be posted on the School's Web site no less than 72 hours prior to each meeting. All policies, policy changes, and approved meeting minutes will be posted on the School's Web site no more than 30 days after each meeting.

### **Brown Act Training**

The School will provide Brown Act training to its governing board members and administrative staff prior to the execution of any duties. The School will certify to the CDE **annually or after any changes in governing board members or administrative staff** that the Brown Act training was provided.

### **Adoption of Policies and Procedures**

The governing board will adopt policies and procedures to guide the operation of the School. All new and/or revised policies and procedures will be posted on the School's Web site no more than 14 days after their adoption. The policies and procedures will include, but are not limited to, the following:

- **Conflicts of Interest**, including provisions related to nepotism for the governing board, and the School's employees and contractors, to: (1) ensure that no action taken by an individual or the School results in actual or apparent conflicts of interest; and (2) verify that all governing board members and School administrators have participated in conflict of interest training.
- **Campus Supervision**, including but not limited to, the supervision of students before, during, and after school; student drop-off and pick-up; and procedures for visitors to enter and leave the campus.
- **Discipline Policies**, including but not limited to those in the charter related to offenses for which students may be given detention or may be suspended or expelled. The policies will include the procedures to be followed and the procedures by which parents and students will be informed of the reasons for suspension or expulsion and of their due process rights.
- **Student/Parent Handbook**. Including but not limited to, detailed expectations of student attendance, behavior, and discipline; due process rights for students requiring and/or receiving special education services; consequences of bullying and harassment; due process rights related to suspension and expulsion; a description of both informal and formal student and parent complaint procedures; graduation requirements; and the school calendar and bell schedule. The handbook will include the rights of students and parents/guardians under state and federal laws, including but not limited to,



the federal No Child Left Behind (NCLB) Act as it applies to highly-qualified teachers and the Family Educational Rights and Privacy Act (FERPA). The School will provide a hard copy of the handbook to each family at the beginning of each school year and to new enrollees during registration, as well as posting the current year's handbook on the School's Web site.

- **Health and Safety Plans**, the School will have the following information posted on the School's Web site and will update it whenever there are changes:
  - A copy of the health, safety, and emergency plan for students and staff. The plan, at a minimum, will address fire emergencies, earthquakes and other natural disasters, civil disorder, accidents and injuries, intruders on campus, and any other threats to the health and safety of students and staff.

The School will provide training for staff to respond to emergencies and will conduct routine emergency drills for students and staff.

- **Criminal Records Summaries**—All employees of the School, volunteers who are not parents and who will be performing services that are not under the direct supervision of a School employee, and onsite vendors having unsupervised contact with students will submit to background checks and fingerprinting in accordance with *EC* Section 45125.1. The School will maintain on file and available for inspection during site visits, evidence that clear criminal records summaries based on criminal background checks conducted for all employees and volunteers were received, and that vendors conducted the required criminal background checks for their employees prior to any unsupervised contact with students. The School will post on the School's Web site a certification that all employees, volunteers, and vendors had clear criminal records summaries prior to having any unsupervised contact with students.
- **Internal Controls**—The governing board will develop and maintain internal fiscal control policies governing all financial activities that are approved by the governing board. Prior to opening the School and whenever the policies are revised, a copy of the policies and procedures will be submitted to the CDE. The policies and procedures are subject to review during site visits to verify their implementation.
- **Independent Study**—The governing board will develop and maintain policies regarding independent study confirming that all forms and procedures are in compliance with applicable independent study statutes (*EC* Section 51745 et seq.) and regulations.

## 1.4 Administration

### Application, Admissions, and Enrollment Documentation

The School will have the following information posted on the School's Web site and will update the posting within 30 days of any changes.

- Descriptions of outreach and recruitment activities conducted to reach target populations
- Application procedures including admissions and enrollment policies and provisions for public random drawings and preferences consistent with the authorized charter
- A copy of application and enrollment forms

### Insurance and Risk Management

Before any individuals are employed or property or facilities are acquired or leased, the School will procure from an insurance carrier licensed to do business in the State of California at least the following insurance coverage. The insurance must be kept in full force during the term of the charter.

- **Property Insurance**—Replacement value, if available from the insurance carrier, for all assets listed in the School's property and consumable inventory. If full replacement coverage is not available, the School will procure property insurance as close to replacement value as possible.
- **General Liability**—At least \$2,000,000 per occurrence and \$5,000,000 in total general liability insurance providing coverage for negligence, errors, and **omissions; educators' legal liability**; abuse and molestation; and employment practices liability of the School, the governing board, officers, agents, employees, and students. The deductible per occurrence will not exceed \$20,000 for any and all losses resulting from negligence, errors and omissions of the School, its governing board, officers, agents, employees, or students.
- **Workers' Compensation**—In accordance with the provisions of the California *Labor Code*, insurance with statutory limits adequate to protect the School from claims under Workers' Compensation Acts that may arise from its operation.
- **Automobile Insurance**—coverage appropriate for the type and use of automobiles or other vehicles used for school business including the transportation of students

In addition, the School will institute risk management policies and practices to address reasonably foreseeable incidents.

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

The School will provide evidence of insurance coverage to the CDE prior to opening and annually thereafter and will instruct insurance carriers to notify the CDE immediately if the coverage becomes inoperative for any reason. The CDE may request to see evidence of insurance coverage during site visits.

#### **Exclusive Employer**

The School is deemed the exclusive employer of the School's employees for purposes of the Educational Employee Relations Act (EERA) under GC Section 3540 et seq. The School will have sole responsibility for the employment, management, discipline, and termination of its employees.

#### **Employee Handbook**

The School will have an employee handbook that includes, at a minimum, detailed expectations for employee performance and behavior, due process rights of employees related to disciplinary actions including termination, compensation and benefit information, and a description of both informal and formal complaint procedures. All employees will receive a copy of the handbook and updates to it. The School will provide the CDE an electronic or hard copy of the handbook. Updates to the handbook will be made as quickly as possible but no later than the beginning of the school year following changes in policies or procedures.

#### **Teacher Credentials and Highly Qualified Teacher Requirements**

The School will post on the School's Web site a certification that all teachers hold a California Commission on Teacher Credentialing (CTC) certificate, permit, or other document equivalent to those required for teachers in other public schools unless otherwise exempted by the Charter Schools Act. The School will certify compliance with the NCLB highly qualified teacher requirements (HQT). The School will have on file evidence that teachers of any NCLB core subject meet the HQT requirements.

#### **Business Services, Education Management, and Vendor Contracts**

If within the term of the charter, the School contracts with a vendor to provide business services including but not limited to payroll, accounting and budgeting, attendance accounting, fiscal reporting, contract management, or purchasing, the School must provide CDE a copy of its agreement that specifies the exact services to be provided and their cost, the term of the contract, and the School's provisions

for monitoring the contract to ensure compliance with the contract and quality of service.

### **Facilities Agreement**

No later than 30 days prior to a change in location or facilities, the School will submit a copy of a written signed lease or similar document indicating the School's right to use the principal school site and any ancillary facilities identified by the School for at least the following year to the CDE. The document must evidence that the facility is adequate for the School's needs. CDE will conduct a pre-opening site visit regardless of whether the school is locating to a facility provided by a district under *EC* Section 47614 or a privately-leased facility. (See Appendix B: Pre-opening Site Inspection Checklist for requirements.) Under extraordinary circumstances, such as a change of facilities necessitated by fire or natural disaster, the CDE may waive the pre-opening site visit.

### **Department of Transportation Review**

Prior to signing any lease or similar document, the School will ensure compliance with *EC* Section 17215 regarding sites located near runways or potential runways.

### **Zoning and Occupancy**

The School will meet all applicable health and fire code requirements and zoning laws. The School will maintain documentation on file of all local approvals including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections, and approved zoning variances.

### **School Accountability Report Card**

On or before February 1 of each year, the School will post its School Accountability Report Card (SARC) for the prior year on the Internet using the template developed by the CDE. The template is available at <http://www.cde.ca.gov/ta/ac/sa/>.

## **Section 2: Educational Performance**

### **2.1 Educational Program**

The School will have the following information available for CDE review:

- Scope and sequence for all subjects offered by the School.
- The complete educational program for students to be served during the first year and each subsequent year of operation including, but not limited to:
  - A description of the curriculum and identification of the basic instructional materials to be used

- Plans for professional development for instructional personnel who will deliver the curriculum and use the instructional materials
- Identification of the specific assessments that will be used in addition to the results of the California English Language Development Test (CELDT), the tests within the Standardized Testing and Reporting (STAR) Program, the California High School Exit Examination (CAHSEE), and the California Physical Fitness Test (PFT) that will be used to evaluate student progress
  - Evidence that the School has established a relationship with the contractors for each required statewide testing program
- Annual school calendar that includes the number of instructional days (175 minimum), the annual instructional minutes, and the number of professional development days.
- Daily bell schedule.

## **2.2 Student Achievement Plan**

If after its first year of operation, the School fails to meet its schoolwide or numerically significant subgroup Academic Performance Index (API) growth targets or it fails to make Adequate Yearly Progress (AYP) in a given year, it will be required to submit a Student Achievement Plan (SAP) to the SBE by October 1 of the school year following the school year in which the School failed to meet API targets or AYP. (See Appendix A for requirements.)

After approval by the SBE, the School will implement the SAP and post the SAP on the School's Web site. The CDE may require the School to report its interim/benchmark assessment results to the CDE and the SBE.

The School will not be required to submit an SAP if it meets its schoolwide and significant subgroup API growth targets and AYP each year.

## **2.3 Annual Update**

The School will submit an annual update and narrative to the CDE within 30 days of the release of the CDE Accountability Progress Reporting data each year that includes the following:

- STAR results, both in aggregate format and disaggregated by numerically significant subgroups

- CAHSEE results, when applicable, both in aggregate format and disaggregated by numerically significant subgroups
- Progress made toward meeting API growth targets and AYP
- Progress made toward each of the educational goals and student outcomes identified in the charter
- Progress made toward closing any achievement gaps among numerically significant subgroups
- Results of any additional schoolwide assessments used by the School
- Description of outcomes, goals, and objectives for the following year

If the School was required to submit an SAP, it must also address the following in the Annual Update:

- Progress made in addressing the goals identified in the SAP
- Professional development activities undertaken to further progress in achieving the SAP's goals
- Progress made on implementing curriculum and instructional strategy changes or the organizational changes identified in the SAP
- Evidence that the School and the teachers are systematically examining student data and using it to drive decisions about curriculum and instruction
- Funds targeted to support the SAP

The annual update in conjunction with the SAP, if applicable, will be the addressed during the annual CDE site visits.

## **2.4 Special Education**

The School will post information identifying the Special Education Local Plan Area (SELPA) in which it is participating or of which it is a member, including any documentation pertaining to that participation or membership, such as an MOU on the School's Web site.

## **2.5 Independent Study**

The School may offer a site-based program for grades kindergarten through six and an independent study program for grades kindergarten through twelve. The School may on a case-by-case basis use short-term independent study contracts for students who receive prior approval for absences due to travel or extended illness of one or more consecutive days. 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 and will be subject to audit using the Education Audit Appeals Panel (EAAP) Guide (available at the EAAP Web site at <http://www.eaap.ca.gov/> (outside source)).

In order to claim independent study average daily attendance (ADA) on attendance reporting forms, the School must provide prior certification that the School's Governance Council has adopted policies and master agreements and that all forms and procedures are in compliance with applicable independent study statutes (*EC* Section 51745 et seq.) and regulations.

If the School plans to offer a site-based program to grades nine through twelve, it must first submit a plan or proposal to the CDE for consideration. If CDE determines the plan or proposal to be a material revision, the School will be required to petition the SBE for approval before it may offer such a program.

## **Section 3: Fiscal Operations**

### **3.1 Funding**

The School will be direct-funded in accordance with *EC* Section 47651(a)(3), and its general purpose entitlement will be calculated in accordance with *EC* Section 47633 et. seq. The parties recognize the authority of the School to pursue additional funding sources.

### **3.2 Fiscal Agent**

The School is responsible for identifying and working with their county office of education (COE) to establish the appropriate funds and accounts in the county treasury for the School. Pursuant to *EC* Section 47651(a)(3), the county is identified as the county where the local educational agency that initially denied the charter is located.

### 3.3 Student Attendance Accounting and Reporting

Within 30 days prior to opening, the School will submit proposed attendance accounting procedures for CDE approval, including software or any proposed spreadsheet or database formats. Software must be capable of producing reports as described in this section of the MOU.

Pursuant to *EC* Section 47612.5, charter schools are required to “maintain contemporaneous records of attendance.” To fulfill this requirement, **the School shall maintain hard copy attendance records that are signed and dated by the reporting teacher at least once per week.** CDE will periodically request that the School send CDE copies of signed and dated weekly attendance from randomly selected school months. In addition, CDE will inspect weekly attendance records during the annual site visit and reserves the right to inspect weekly attendance during any announced or unannounced visit to the School. **Failure to maintain attendance records that are signed and dated each week by the teacher recording the attendance can result in loss of apportionment funding.**

The School’s startup enrollment must be consistent with the enrollment data described in the charter. The School must submit enrollment and attendance reports according to the following schedule:

Data and Description	Deadline To Report to CDE
<b>Pupil Estimates for New or Significantly Expanding Charters (PENSEC) Report—</b> These data are used to calculate the first special advance apportionment for newly operational charter schools which represents approximately 37 percent of annual funding.	<b>July 30</b>
<b>First 20 Days Attendance—</b> These data are used to calculate the second special advance apportionment for newly operational charter schools, which represent approximately 18% of annual funding	<b>No later than 15 days after the first 20 school days</b>
<b>First Principal Apportionment (P-1)—</b> Attendance for all full school months between July 1 and December 31	<b>January 5</b>
<b>Second Principal Apportionment (P-2)—</b> Attendance for all full school months between July 1 and April 15	<b>April 21</b>
<b>Annual Apportionment—</b> Attendance for the entire school year	<b>June 30</b>

In addition to submitting electronic data files, the School **must** submit hard copies of attendance records that include the following:



- Each student's daily attendance up to the last day included in the reporting period
- Summary reports that include all students' daily attendance subtotaled by school month and by grade
- Hourly attendance sheets signed and dated by teachers for any supplemental hours claimed

Evidence of contact made with parents when students are absent from school (e.g., parent contact log, absence log, etc.) will be inspected during site visits to the school.

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

CDE staff will review and certify the accuracy of the attendance data submitted by the School only when all documentation has been submitted and is accurate.  
***Attendance data submitted without the required detail will NOT be processed and may result in loss of funding for the School.***

### 3.4 Revenue and Expenditure Reporting

The School is required to submit periodic reports of revenues, expenditures, and reserves pursuant to EC Section 47604.33. The School must submit reports according to the following schedule:

Budget or Report	Deadline to Submit to CDE
<b>Revised Preliminary Budget</b> —Required to address any concerns CDE identified during the preliminary budget review	<b>July 1</b>
<b>First Interim Report</b> —Expenditures through October 31	<b>December 15</b>
<b>Second Interim Report</b> —Expenditures through January 31	<b>March 15</b>
<b>Unaudited Actuals Report for Prior Fiscal Year</b>	<b>September 15</b>

The supplemental information identified in Appendix F must be submitted to CDE with each of the above reports.

### 3.5 Reserves

The School is expected to maintain reserves at a level at least equivalent to a school district of similar size as identified in 5 CCR Section 15450.

School ADA	Expected Reserves
0 - 300	Greater of 5%* or \$55,000
301 – 1,000	Greater of 4%* or \$55,000

\*Percentage applied to total expenditures and other financing uses.

The CDE may request additional information to evaluate the fiscal condition of the School.

### 3.6 Annual Audit

By April 1 of each year, the School must contract with an auditor from the Certified Public Accountants Directory Service (CPADS) provided by the California State Controller's Office (SCO) to prepare for the annual audit due on December 15. (EC Section 41020). The list of CPAs who may perform local education audits is available at <http://www.sco.ca.gov/cpads/>.

By December 15 of each year, the School will submit an annual independent financial audit to the SCO, the CDE CSD, the CDE Audit Resolution Office, and the COE of the county in which the School is located [EC Section 47605(m)]. The School will submit any management letters accompanying the audit report to the CDE. To receive a favorable renewal recommendation, each annual audit must be free of findings and exceptions, or corrective actions plans must have been implemented so that no findings or deficiencies are identified the following year.

The audit shall be conducted in accordance with auditing standards generally accepted in the United States of America, the standards set forth in *Government Auditing Standards* issued by the Comptroller General of the United States, and the Standards and Procedures for Audits of K—12 Local Educational Agencies (audit guide) adopted by the Education Audit Appeals Panel (EAAP). The audit guide is available at <http://www.eaap.ca.gov>.

### 3.7 Oversight Fees

Pursuant to EC Section 47613, the School will be charged an annual oversight fee not to exceed one percent (1%) of the general purpose and categorical block grant funding provided to the School at the P-1 apportionment. The annual invoice will

also include an adjustment for the preceding year based on the final (P-2) revenue for that year. Invoices are due and payable to CDE within 30 days of receipt.

### **3.8 Retirement Systems**

If applicable, the School will be responsible for entering into a contract with the California State Teachers' Retirement System (CalSTRS) and/or the California Public Employees' Retirement System (CalPERS) and a COE for reporting purposes. Verification of participation must be provided to the CDE prior to hiring any employee whose position is covered by CalSTRS or CalPERS. If the school participates in any alternative retirement systems, information regarding those systems must be also be provided.

## **Section 4: Fulfilling Charter Terms**

### **4.1 Adherence to Charter**

The School will adhere to all elements of its charter petition, including but not limited to its stated mission, measurable student outcomes, curriculum, and assessments.

### **4.2 Material Amendments to Charter**

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

- Substantial changes to the educational program including the addition or deletion of an educational program, mission, or vision
- Changing to or adding a non-classroom based program
- Proposed changes in enrollment that differ by more than 25 percent (25%) of the enrollment approved by the SBE in the charter or in an SBE approved revised charter or a change that could significantly impact the academic or financial sustainability of the School
- Adding or deleting the grade levels to be served
- Adding sites
- Changing admissions policies and preferences
- Changing the governance structure

### **4.3 Statewide Assessments**

The School will comply with the requirements for participation in and administration of all state mandated assessments, including the designation of a test site coordinator and the establishment of accounts with each test vendor.

### **4.4 Site Visits**

The CDE will conduct a site visit prior to the School opening and at least once during the school year.

#### **Pre-opening Visit (see Appendix B)**

Prior to the CDE authorizing the School to commence operations, the School must demonstrate that it has completed specified actions and provided required documentation. The documentation required is listed in the Documentation Review Checklist. (See Appendix C.)

At least 30 days prior to the date on which the School is scheduled to begin instruction, the School will have posted on the School's Web site or provided to the CDE each item required on the Checklist. Items not completed by that date must have an agreed upon alternative date by which the item will be completed.

The CDE will visit the School for an inspection and review within 30 days prior to the date the School is scheduled to open. The School may not commence operations without written authorization from the CDE.

#### **Annual Site Visits (See Appendix D)**

The CDE will conduct at least one site visit annually to assess the School's progress in governance and organizational leadership, educational performance, fiscal operations and internal controls, and adherence to the charter. Appendix D: Annual Site Visit Protocol and Appendix C: Documentation Review Checklist, describe the evidence and documentation that will be reviewed and evaluated during the visit.

The site visit may include but is not limited to a review of the facility; review of the School's records; interviews with the School's director, staff, parents, and students; and classroom observations. The annual evaluations may be used to determine a renewal decision at the end of the charter term.

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

#### **4.5 Notification Regarding Closure, Revocation, or Renewal**

At the beginning of any closure or revocation process, the School shall immediately provide at its own expense a written notification to every parent, guardian, or caregiver describing all options available for students to transfer, including specific schools. The School shall also offer administrative assistance to parents, guardians, or caregivers to provide for a timely transfer of students to other schools.

One year before a renewal is to be considered, the School shall provide at its own expense a written notification to every parent, guardian, or caregiver describing the renewal process.

#### **4.6 Renewal**

The school may seek renewal of its charter prior to the expiration of the term of the charter in accordance with applicable statutory and regulatory provisions. Under *EC* Section 47605(k)(3), a charter school that has been granted its charter through an appeal to the SBE and elects to seek renewal of its charter shall, prior to the expiration of its charter, submit its petition for renewal to the governing board of the school district that initially denied the charter. If the governing board of the school district denies the school's petition for renewal, the school may petition the SBE for renewal of its charter.

When petitioning the SBE for renewal, the School shall submit a complete copy of its charter renewal petition including a reasonably comprehensive description of how the charter school has met all new charter school requirements enacted into law after the charter was originally granted or last renewed. The School shall also submit a copy of the most recent Annual Update and SAP, if applicable, to the CDE no later than December 1 of the year in which the charter expires.

The CDE will review the charter petition, the School's academic, financial, and operational performance, audit reports, and annual visit reports, and may also conduct a renewal site visit prior to scheduling the renewal request for consideration by the Advisory Commission on Charter Schools (ACCS) and the SBE.

#### **4.7 Revocation**

The SBE retains the right to revoke the charter pursuant to *EC* sections 47604.5 or 47607 for specified reasons with written notice to the School that shall specify concerns, alleged violations, and issues of non-compliance. The CDE will adhere to the requirements in *EC* sections 47607(c) through (e), and any regulations approved by the SBE and the Office of Administrative Law prior to revocation of the charter.

During the period prior to revocation, the School shall have the opportunity to work collaboratively with the CDE or its designee to address the concerns and develop a

plan to remediate all areas to the satisfaction of the CDE and the SBE. During this period of time, the School shall attempt to resolve the concerns and complete remediation. This provision may require an amendment to the charter.

Under circumstances where the CDE determines there is a severe and imminent threat to the health or safety of students, the CDE may take immediate action to assure the safety and well being of the students including but not limited to closure of the School. The SBE will be apprised of the situation before any action is taken.

#### **4.8 Closure Procedures**

The School's charter will include a description of the procedures to be used in the event the School closes. The procedures must, at a minimum, contain all of the elements in 5 CCR Section 11962 (see Appendix E).

If the School is to close permanently for any reason, the CDE will serve written notice on the School that the School's closure procedures have been invoked. The School will immediately notify the CDE of the specific individual responsible for coordinating the School's closure procedures. The CDE will identify a CSD staff member to work with the School to complete all closure activities.

Pursuant to *EC* Section 47604.3, the School expressly acknowledges the right of the CDE on behalf of the SSPI to take immediate and direct control of the School's student and business records at any time after the CDE gives written notice that it is invoking the closure procedures.

### **Section 5: Nondiscrimination**

The School shall not charge tuition, shall be nonsectarian, and pursuant to *EC* Section 200, the school shall be open to all students regardless of their disability, gender, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code. The non-discrimination provisions also shall apply to the employment of all staff members.

### **Section 6: Severability**

If any provision or any part of this MOU is held to be invalid, unenforceable, or contrary to public policy or statute for any reason, the remainder of this MOU shall be unaffected.

### **Section 7: Non-assignment**

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

### **Section 8: Waiver**

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

Memorandum of Understanding  
Long Valley Charter School  
Page 24 of 69

## Notifications

All notices, requests, and other communications under this MOU will be in writing and mailed to the following addresses:

Beth Hunkapiller, Director  
Charter Schools Division  
California Department of Education  
1430 N Street, Suite 5401  
Sacramento, CA 95814-5901

Long Valley Charter School  
P.O. Box 7  
Doyle, CA 96109

This MOU includes the understanding of the parties with respect to the matters covered in the MOU and supersedes any oral or written understandings between the parties related to the subject matter of this MOU. No person or party is authorized to make any representations or warranties except as set forth herein; and no MOU, statement, representation, or promise by any individual or party that is not contained in this MOU will be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representations, statements, or promises that are not expressly set forth in this MOU. The parties further acknowledge that this MOU will be modified only in writing by the mutual agreement of the parties to updates or modifications to the MOU.

---

Jane VonTour, President, Long Valley Governing Board

---

Date

---

Michael Yancey, Education Director, Long Valley Charter School

---

Date

---

Beth Hunkapiller, Director, CDE Charter Schools Division

---

Date

---

Nicolas Schweizer, Executive Director, State Board of Education

---

Date



## Appendix A: Student Achievement Plan Guidelines

### I. Overview

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

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

In addition to API and AYP, the School may incorporate a variety of additional outcome measures to further demonstrate academic achievement and organizational effectiveness. While these various supplemental measures will not carry as much weight as the required measures in making renewal decisions, they may be important in helping the School to: (1) demonstrate its value added; (2) achieve its academic goals and distinctive qualities in the School's mission; and (3) highlight those goals and qualities to its greater school community.

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

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

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

Memorandum of Understanding  
Appendix A  
Page 26 of 69

- Analysis of the Standardized Testing and Reporting (STAR) Program and AYP results that identifies the specific problem in the area(s) not meeting targets and/or criteria.
- Specific and measurable goals the School will achieve during the current school year.
- Specific actions, which follow from the goals and examination of student data, the School will take to improve student achievement in the area(s) identified as needing improvement, including changes to curriculum, instruction, assessment, governance, and organization.
- Professional development plan for teachers and/or other staff that supports the activities the School will implement to improve performance in targeted areas.
- Diagnostic assessments that will be used to enable the school to monitor the effects of proposed changes on student performance, and the specified intervals at which students will be assessed in order to develop at least two to three data points.
- Timelines for each of the specific actions proposed

The School may use any format it wishes for the SAP; however, **the SAP must be submitted as a Microsoft Word document**. The SAP must be submitted to the CDE by October 1 if the School did not meet API targets or AYP in the prior year.

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

Memorandum of Understanding  
Appendix B  
Page 27 of 69

## Appendix B: Pre-opening Site Inspection Checklist

School: \_\_\_\_\_ Location: \_\_\_\_\_

General Considerations	Compliant	Comments
Facilities operation permits and certificates, including evidence of inspection by a structural engineer, fire marshal and occupancy certificates, zoning variances, building permits, etc. have been secured.		
Site is away from freeways, railways, flight patterns, excessive noise, obnoxious odors, toxic conditions, electromagnetic fields, earthquake faults, and flood zones.		
Site has good access and dispersal roads.		
Site has separate bus loading, parking areas, and parent drop off areas.		
Site has appropriate security (i.e. fencing, adequate lighting, alarms, etc.).		
Site and facilities are situated to minimize student contact with adults who do not have appropriate clearances as required by California <i>Education Code</i> Section 44237.		
Facilities are generally conducive to a learning environment.		
Building placement is compatible.		
Facilities are sufficient to accommodate estimated student enrollment and to carry out the curricular and instruction program envisioned in the charter.		
Facilities are sufficient to accommodate the administrative and business functions, including the storage of student and other records, reports, and documents.		
Site has adequate space for the support services the school intends to provide to its students (i.e. nurse, counselors, tutors, after-school programs, etc.).		

Memorandum of Understanding  
Appendix B  
Page 28 of 69

<b>General Considerations</b>	<b>Compliant</b>	<b>Comments</b>
Facilities include cafeteria or other suitable space for students to eat meals.		
Library or other space dedicated to research and study is suitable for the educational program being provided.		
Indoor and/or outdoor physical education facilities are sufficient to accommodate the program envisioned in the charter.		
Facilities meet requirements of the Americans with Disabilities Act, including: (1) accessible routes from outside the school to the entry and from the school entry to all other buildings; and (2) stairs, ramps, toilets, and signage that meet accessibility standards.		

<b>Building Exterior</b>	<b>Compliant</b>	<b>Comments</b>
Facilities are generally free of chipped paint, cracked floors, uneven surfaces, mold, and evidence of leaks.		
Sidewalks, driveways, and outdoor play areas are relatively free of cracks and uneven surfaces, and are in good repair.		
Perimeter fences are installed as necessary and are in good repair.		
Graffiti or other signs of vandalism to the building are absent.		
School exterior needs minimal cosmetic repairs, painting, or additional lighting.		
Windows and doors are intact and in good repair.		
Exterior stairs or handrails are in good repair.		
Exits of buildings are free of obstructions.		
Signage is adequate for traffic flow and for directions to school offices.		

Memorandum of Understanding  
Appendix B  
Page 29 of 69

<b>Building Exterior</b>	<b>Compliant</b>	<b>Comments</b>
Trees and vegetation provide a clear view of the school; places to hide or to gain authorized access to the building are minimized.		
School site is substantially free of litter and clutter.		

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

Memorandum of Understanding  
Appendix B  
Page 30 of 69

<b>Classrooms</b>	<b>Compliant</b>	<b>Comments</b>
Classroom size and layout are related to functions that will be performed in them (i.e. kindergartens, laboratories, special education, locker rooms, gyms, etc.).		
Desks, tables, and chairs are in good repair.		
Space is provided to secure computers and other expensive electronic devices.		
Bookcases, racks, fixtures, etc. are adequately anchored to adjacent structures.		
Gas, electrical, and water outlets and appliances are in good repair.		
Classrooms have adequate lighting.		
Classrooms are visible to teachers at all times; classroom layout is conducive to quick evacuation.		
Kindergarten classrooms have toilet facilities, or dedicated facilities are located within close proximity to classrooms, and are of appropriate height.		

<b>Additional Comments</b>

CSD Reviewer: \_\_\_\_\_

SFPD Reviewer: \_\_\_\_\_

Date of site visit: \_\_\_\_\_

## Appendix C: Document Review Checklists

These checklists provide information and dates for the review and submission of required documentation from your school to the California Department of Education (CDE). The required documents are listed according to the Memorandum of Understanding (MOU) section to which they correspond.

Checklist: Pre Opening Conditions		
<p><i>If these conditions are not met <b>prior</b> to the opening of a school, approval of the charter is <b>terminated</b>, unless the SBE deletes or extends the deadline not met. If the school is not in operation by <b>September 30</b>, approval of the charter is <b>terminated</b>.</i></p>		
	Complete	Comments
<b>SBE Conditions for Approval</b>		
Memorandum of Understanding (MOU)/Oversight agreement		
Final Charter (including technical amendments)		
MOU Section:	Complete	Comments
<b>1.4 Administration</b>		
Insurance coverage (property, general liability, Workers' Compensation and auto)		
Facilities use agreement(s)		
Certificate of Occupancy (CO), building permits, evidence of appropriate zoning		
Assure compliance with <i>Education Code</i> Section 17215, regarding sites located near runways		
<b>2.1 Educational Program</b>		
Complete educational program		
<b>2.4 Special Education</b>		
Special Education Local Plan Area (SELPA) participation evidence		
<b>3.2 Fiscal Agent</b>		
Verify relationship with county office of education as fiscal agent		
<b>3.3 Student Attendance Accounting and Reporting</b>		
Attendance accounting procedures; software to be used, if any		
<b>3.8 Retirement Systems</b>		
Method to process retirement employment contributions or designated staff person to process retirement contributions		

## Checklist: Documents To Be Reviewed Within 30 days of Opening

(Unless otherwise noted, all documents listed below must be posted on the school's website)

MOU Section	Complete	Comments
<b>1.1 Organization</b>		
School contact information		
List of primary contacts with phone numbers and e-mail addresses (send to CDE)		
List of directors, officers and administrative staff (send to CDE)		
<b>1.2 Governing Board Establishment</b>		
Articles of Incorporation		
Bylaws approved by governing board		
Roster/biographies of current board members		
<b>1.3 Governing Board Activities</b>		
Calendar of governing board meetings		
Brown Act training verification (send to CDE)		
<i>Governing board policies in following areas:</i>		
Conflicts of Interest		
Campus supervision		
Discipline		
Parent/student handbook		
Health and safety plan		
Certification of clear criminal records summaries		
Internal fiscal controls		
Independent study (send policy to CDE, if applicable)		
<b>1.4 Administration</b>		
Description of outreach activities		
Application procedures		
Copy of application and enrollment form		
Employee handbook (electronic copy to CDE)		
Teacher credential certification assurance		
Contracts for business services and educational management vendors (send to CDE)		
<b>2.1 Education Program</b>		
Scope and sequence for all subjects offered by the school		
Educational program (curriculum, professional development, assessments)		
Annual school calendar		
Daily bell schedule		
<b>4.3 Statewide Assessments</b>		
Designate test site coordinator (send assurance to CDE)		
Establish accounts with test vendors (send assurance to CDE)		



Memorandum of Understanding  
Appendix C  
Page 33 of 69

<b>Checklist: Continuous Document Review/Collection</b>		
<b>(Unless otherwise noted, all documents below must be submitted to the CDE)</b>		
MOU Section	Due date	Comments
<b>1.4 Administration</b>		
School Accountability Report Card (SARC) (school website)	1-Feb	
<b>2.2 Student Achievement Plan</b>		
Student achievement plan (if applicable)	Oct. 1	
<b>2.3 Annual Update</b>		
Annual update and narrative	Within 30 days of APR data release	
<b>3.3 Student Attendance Accounting/Reporting</b>		
First 20 days attendance/supporting documents	15 days after first 20 days	
First Principal Apportionment (P-1) documentation	Jan. 5	
Second Principal Apportionment (P-2) documentation	Apr. 21	
Annual attendance/supporting documentation	Jun. 30	
PENSEC Report	Jul. 31	
<b>3.4 Revenue and Expenditure Reporting</b>		
Annual budget	Jul. 1	
Unaudited actuals report (only for schools in 1 <sup>st</sup> year of operation)	Sep. 15	
First Interim report	Dec. 15	
Second interim report	Mar. 15	
<b>3.6 Annual Audit</b>		
Annual independent financial audit	Dec. 15	
<b>3.7 Oversight Fees</b>		
Payment of invoice for oversight fee	May	

## **Appendix D: SBE Authorized Charter School Monitoring Instrument**

The California Legislature enacted the Charter Schools Act of 1992 to authorize the establishment of charter schools. The purposes of charter schools, as specified in [EC Section 47601](#) (Outside Source), are to:

1. Improve pupil learning.
2. Increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils identified as academically low achieving.
3. Encourage the use of different and innovative teaching methods.
4. Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.
5. Provide parents and students with expanded educational opportunities within the public school system without the constraints of traditional rules and structure.
6. Provide schools a way to shift from a rule-based to a performance-based system of accountability.
7. Provide competition within the public school system to stimulate improvements in all public schools.

### **Purpose of Site Visit**

The site visit by California Department of Education staff is to assess the school's progress in governance and organizational leadership, educational performance, fiscal operations and internal controls, and adherence to the charter. The site visit may include to a review of the facility; review of the school's records; interviews with the school's director, staff, parents, and students; and classroom observations. The annual site visit is guided by professional integrity and is grounded in evidence, not opinion. The annual site visit evaluations may be used, in part, to formulate a renewal decision at end of the charter term.

### **Process**

The length of a site visit may vary but will average 1 ½ days.

Memorandum of Understanding  
Appendix D  
Page 35 of 69

<b>PRE-VISIT</b>	<b>TIMELINE</b>
The CDE oversight team leader contacts school to schedules the on-site visit.	6 weeks prior to visit
The CDE oversight team provides school leadership with an orientation to the process.	4 weeks prior to visit
School sends documents requested by the CDE evaluation team to the team leader.	4 weeks prior to visit
Site visit evaluation team members review documents submitted by the school and record their initial questions about the school's performance according to protocol standards. The evaluation team creates a draft schedule of interviews and classroom visits, finalizes the schedule with the school's input, and sends a copy of the schedule to the school.	1-2 weeks prior to visit

<b>ON-SITE</b>	<b>TIMELINE</b>
The site visit evaluation team spends a minimum of one and a half days on site conducting classroom visits and interviews with school administration, faculty, and students. Site visit evaluators may conduct the special education file review during the on site visit, or schedule this separately.	At least 1 ½ - 2 days
While on site, the team leader communicates regularly with school leadership to keep the school informed of the team's progress and to seek the school's input on that progress.	Ongoing
The oversight team's primary objective is to evaluate the degree to which schools are meeting expectations specified in the school charter. To reach this set of findings and recommendations, the team develops a consensus based on available evidence. Collected evidence is discussed throughout the site visit.	Ongoing
Team leader presents oral report of key findings to school leadership.	Last day of visit

Memorandum of Understanding  
Appendix D  
Page 36 of 69

<b>FOLLOWING THE VISIT</b>	<b>TIMELINE</b>
After the site visit, the oversight evaluation team develops a written report that formalizes the findings discussed on site. Usually, one team writer develops a draft report and then shares it with team members.	1 week after the visit
Team writer edits report to incorporate team member feedback and sends to team leader. The team, at its discretion, can send the report to the school for factual clarification.	2 weeks after the visit
School provides factual corrections to team leader.	3 weeks after the visit
Team leader incorporates feedback and files final report with the CDE Charter Schools Division Office and the school. The reports should be used by the CDE to monitor school performance and for decision-making, should become part of the school's public record, and should be used by the CDE for public reporting purposes (including for the annual accountability report).	4 weeks after the visit

### **Schedule Template**

Find below a sample schedule. Site visit schedules will vary from school to school. The daily schedule for the visit will be constructed by the oversight team leader with guidance from school leadership. The team has specific tasks to be completed during the visit. However, the team leader will work collaboratively with school leadership to create a schedule that minimizes disruptions to the typical school day.

Memorandum of Understanding  
Appendix D  
Page 37 of 69

Sample Site Visit Overview		
Day 1	Day 2	Day 3
	7:30 am: School tour, task assignments	7:30–8:30 am: Feedback to school leaders
	8:30–11:30 am: Classroom visitations, interviews, including second	8:30–10:30 am: Oral report of team judgments to school
	11:30am–12:30 pm: Team lunch, debrief	
	12:30–2:30 pm: Classroom visitations, interviews	
2–3 pm: Initial principal/ leadership team interview	3:00–3:30 pm: Note writing, evidence sorting, materials review	
3–4 pm: Teacher/Staff interview	3:30–5:30 pm: Moderation: evidence sorting, sifting, evaluating, development of consensus judgments	
4–5 pm: Board Interview		

Memorandum of Understanding  
Appendix D  
Page 38 of 69

Sample Daily Schedule for Oversight Visit		
Day One – [Day, Month Date, Year]		
2–3 pm	Oversight Team meeting with principal/leadership team interview	
3–4 pm	Teacher/Staff interview	
4–5 pm	Board Interview	
Day Two – [Day, Month Date, Year]		
7:30 am	Oversight Team Arrives on Site	
7:30–8:30 am	Tour of school lead by staff person and if appropriate 2-3 students	
	Team Member #1 [Administrative track]	Team Member #2 [Academic track]
8:30–10:30 am	8:30–9:30 am: Meet with administrative team: principal/AP/CAO/Special Education 9:30–10:30am: classroom observations 2–3 classrooms (20–30 min each)	Classroom observations 4–6 classrooms (20–30 min each)
10:30–11:30 am	Meet with selected students [selected by school]	
11:30 am–12:30 pm	Team Meeting & Lunch (can also be with staff) [Conference Room]	
12:30–1:30 pm	Classroom observations 2–3 classrooms (20–30 min each)	Classroom observations 2–3 classrooms (20–30 min each)
1:30–2:00 pm	Meet with selected grade students [selected by school]	
2:00–2:30 pm	Meet with school secretary/attendance clerk	
2:30–3:30 pm	Parent Focus Group [Conference Room]	
Day Three – [Day, Month Date, Year]		
7 am	Oversight Team Arrives on Site	
7:00–8:30 am	Team Meeting	
8:30–10:30 am	Final report to School Leadership Team Principal, Assistant Principal, Director of Assessment, Director of Guidance, Executive Assistant to Principal [Conference Room]	

### **Evaluation Categories**

Each school is reviewed using the following four categories:

- I. Governance and Organizational Leadership:** The charter school and the governing board are duly constituted in accord with the school's charter and applicable state and federal statutes, and are organized to support the school's mission and vision supporting the achievement of high standards by all students (EC 47605(b)(5)(D)).
- II. Educational Performance:** The charter school provides a rigorous educational program for all students that is based on state content standards, and delivered in a supportive and positive learning environment. The school meets API and AYP annual growth targets and it own established outcomes. (EC 47605(b) (5) (A)).
- III. Fiscal Operations and Internal Controls:** The school is financially viable organization that is operated in compliance with all applicable state and federal requirements, state reporting requirements, and sound fiscal practices for the purpose of supporting high student achievement.
- IV. Fidelity to Charter:** The school implements all of its operations in accord with its approved charter, adheres to requirements for prior approval of material changes to the charter, and communicates as necessary with its authorizer regarding departures from the charter.

<b>I.</b>	<b>Governance and Organizational Leadership</b> The charter school and the governing board are duly constituted in accord with the school's charter and applicable state and federal statutes, and are organized to support the school's mission and vision supporting the achievement of high standards by all students.
	<p><b>1.1 Mission and Vision</b> – The governing board has a clear mission and vision for the School, consistent with the charter, and adopts policies and procedures that support high student achievement.</p> <p><b>1.2 Governing Board Operations</b> – The governing board has established procedures to hold regular meetings that are conducted openly, to ensure that decisions are made without perceived or actual conflicts of interest, and has clearly delineated board roles and responsibilities.</p> <p><b>1.3 Policy Guidance</b> – The governing board provides direction to the School leadership through the adoption of policies and procedures that support and promote high academic standards in a safe and healthy School environment.</p> <p><b>1.4 Evaluations</b> – The governing board employs, and holds accountable, School leadership, and authorizes school leadership to operate the school in accordance with the charter, applicable laws, and the School's mission and vision to improve student performance.</p> <p><b>1.5 Stakeholder Participation</b> – The School has processes in place that ensure stakeholder input regarding the School's effectiveness in such areas as student discipline, parent (guardian) involvement, community engagement, and motivation of students toward high academic achievement and good citizenship. The governing board communicates regularly with all stakeholders regarding student achievement and progress toward meeting the School's goals.</p> <p><b>1.6 Monitoring Education and Fiscal Data</b> – The governing board routinely reviews academic and other School data, and uses it to provide direction and allocation of resources for continuous improvement of student achievement, fiscal viability and compliance, and for ensuring school wide excellence.</p>



**1.7 Board Development** – The governing board is appropriately trained in charter operations and applicable laws, including Brown Act training. New board members are given a formal orientation to the purpose and background of the School, and their roles and responsibilities, including the fiscal requirements of operating a nonprofit organization.

**Evidence Reviewed**

**Document:**

- ☐ List/roster of governing board members
- ☐ Charts/descriptions of board roles and responsibilities
- ☐ Articles of incorporation
- ☐ Board approved bylaws (most recent)
  - ☐ Board Norms
- ☐ Governing board meeting dates
  - ☐ Agenda
  - ☐ Minutes
  - ☐ Public posting (if appropriate)
- ☐ Brown Act training (if appropriate)
- ☐ Board resolutions/policies/regulations included, not limited to, conflict of interest, handbooks (parent/student/employee), student discipline & due process, employee discipline & due process, parent complaint resolution & due process, bank signature authorization, internal checks related to fiduciary items, safety plan
- ☐ Student records related to immunization
- ☐ Family Education Rights & Privacy Act (policy & notices)
- ☐ Section 504 and Office of Civil Rights

**Interview:**

- ☐ Board of Directors
- ☐ Staff
- ☐ Parents
- ☐ Other: \_\_\_\_\_

Memorandum of Understanding  
Appendix D  
Page 42 of 69

<p><b>Compliance</b></p> <p><input type="checkbox"/> Evidence that the school's operations are non-sectarian, the admissions requirements are non-discriminatory, and the school does not charge tuition or its equivalent.</p> <p><input type="checkbox"/> Harassment policy for students and staff</p> <p><input type="checkbox"/> Parent involvement verification</p> <p style="padding-left: 20px;"><input type="checkbox"/> Meeting calendar</p> <p style="padding-left: 20px;"><input type="checkbox"/> Agendas &amp; minutes</p> <p style="padding-left: 20px;"><input type="checkbox"/> Notices</p> <p><input type="checkbox"/> Recruitment Outreach documents</p> <p style="padding-left: 20px;"><input type="checkbox"/> Marketing brochures</p> <p style="padding-left: 20px;"><input type="checkbox"/> Student application and selection process</p> <p><input type="checkbox"/> SARC</p> <p><input type="checkbox"/> Facility Use Agreements, CO, Building Permits, etc.</p> <p><input type="checkbox"/> Insurance coverage—documentation of payments to carriers</p> <p><input type="checkbox"/> CBEDs data</p> <p><input type="checkbox"/> Student information: grade, gender, racial/ethnic, free/reduced lunch, special education</p> <p><input type="checkbox"/> Personnel files as deemed necessary</p> <p><input type="checkbox"/> Other: _____</p>					
<b>Findings:</b>					
<b>Conclusion:</b>	<input type="checkbox"/> Exceeds requirements	<input type="checkbox"/> Meets requirements	<input type="checkbox"/> Approaching requirement	<input type="checkbox"/> Does not meet requirement	<input type="checkbox"/> Not reviewed

II	<b>Educational Performance</b> <i>The charter school provides a rigorous educational program for all students that is based on state content standards, and delivered in a supportive and positive learning environment. The School meets API and AYP annual growth targets and its own established outcomes.</i>
	<p><b>2.1 Academic Performance</b> – The School meets state assessment targets, including targets for all significant subgroups, and performs at least as well as other comparable schools in the district. The School can demonstrate, where applicable, that it is closing the achievement gap between subgroups.</p> <p><b>2.2 Measurable Student Outcomes</b> – The School has strong, measurable student outcomes, including outcomes for both state assessments and the School's unique goals, and uses data to support how well students are doing in meeting outcomes.</p> <p><b>2.3 Instructional Leadership</b> – The School's leadership effectively promotes the School's mission and vision, maintains a focus on high academic achievement, fosters a culture of respect, professionalism, and shared decision-making, and has a system in place to coach and evaluate faculty and staff to improve student learning.</p> <p><b>2.4 Curriculum</b> – The School has a curricular plan that guides the work of faculty and staff, and allocates sufficient resources to implement the plan. The curriculum is rigorous, relevant, and appropriate to the needs of all students. Benchmark assessments are used throughout the year to determine student progress in learning the curriculum.</p> <p><b>2.5 Instruction</b> – Instructional practices are varied and appropriate to individual student's learning styles. Teachers demonstrate knowledge and expertise in the subjects they teach. Teachers maintain high expectations for students, and promote high levels of engagement and use of critical thinking skills through a variety of motivational strategies. Students are assessed frequently and data is used to modify and strengthen instructional practices.</p> <p><b>2.6 Opportunities to Learn</b> – All students have equitable opportunities to learn. The School has support systems and strategies in place to assist academically underperforming students, including students with special needs, and English Language Learners, and provides opportunities in class and outside the regular school day for students to master the curriculum.</p>

**2.7 Professional Development** – The School has a school-wide professional development plan that supports the curriculum plan and is consistent with the evaluation system. Faculty engages in ongoing professional development to improve instructional practices. Opportunities for teachers to collaborate regularly for the purpose of improving curriculum and instruction are built into the school day, and used to regularly gauge the effectiveness of instruction as it impacts student achievement.

**2.8 Learning Environment** – The School promotes a supportive, respectful, and nondiscriminatory learning environment in which students can attain high levels of achievement. Adults at the School know all students, and based on that knowledge, provide support and resources to meet the social and emotional needs of students. School rules and consequences are clearly understood by parents and students, and they are consistently applied to ensure a safe and healthy school environment.

**2.9 Facilities Support Learning** – The school facilities are clean, safe, and inviting to students and the community. Students and staff exhibit pride in the School. Exemplary student work is posted throughout the school, in addition to other items, such as school mission and vision, school motto, and guiding principles that send a consistent message that the School has a strong academic focus and high standards for students.

**2.10 Use of Data** – The School uses data regularly to make continuous improvements to curriculum and instruction that support high student achievement. Teachers regularly collect data in the classroom to determine the degree to which students are mastering content standards and modify instructional practice accordingly. School leadership uses data to determine progress in meeting school-wide goals and outcomes and to modify strategies for whole school improvement.

**2.11 Communication with Parents** – The School fosters ongoing two-way communication between parents and the School regarding individual student achievement and school wide progress in meeting goals and outcomes. Parents are welcomed and are provided opportunities to participate in the educational program. The School provides training opportunities for parents and community members to enable them to understand the curriculum, instruction, and assessment plan of the school.

Memorandum of Understanding  
Appendix D  
Page 45 of 69

Evidence Reviewed					
<b>Document:</b> <input type="checkbox"/> Test results reviewed on line <input type="checkbox"/> Home Language Survey <input type="checkbox"/> SARC <input type="checkbox"/> Bell schedule <input type="checkbox"/> School calendar <input type="checkbox"/> Professional development plan <input type="checkbox"/> Staff meeting agendas/minutes <input type="checkbox"/> Parent newsletters <input type="checkbox"/> Other: _____		<b>Interview:</b> <input type="checkbox"/> Board of Directors <input type="checkbox"/> Principal <input type="checkbox"/> Teachers <input type="checkbox"/> Parents			
<b>Findings:</b>  					
<b>Conclusion:</b>	<input type="checkbox"/> Exceeds requirements	<input type="checkbox"/> Meets requirements	<input type="checkbox"/> Approaching requirement	<input type="checkbox"/> Does not meet requirement	<input type="checkbox"/> Not reviewed

III	<p><b>Fiscal Operations and Internal Controls</b></p> <p><i>The School is a financially viable organization that is operated in compliance with all applicable state and federal requirements, state reporting requirements, and sound fiscal practices for the purpose of supporting high student achievement.</i></p>
	<p>3.1 <b>Budget Oversight</b> – The governing board has oversight and responsibility for approving annual and amended budgets to ensure that resource allocation is sufficient to support the School’s mission and vision, and to improve student achievement. Operations of the school are primarily funded through state and federal funds without reliance on fund raising, donations and grants for support of ongoing operations. The School maintains a prudent reserve.</p> <p>3.2 <b>Budget Modifications</b> – The governing board regularly reviews and monitors the School’s revenues, expenditures and cash flow, and adopts modifications to the operating budget to ensure the financial stability of the School in order to sustain a high quality charter school</p> <p>3.3 <b>Fiscal Reporting</b> – The School submits required financial reports, including the budget and interim reports, the unaudited actual report, and the annual independent audit, that meet required time lines and are accurate, and are formally approved by the governing board.</p> <p>3.4 <b>Fiscal Systems</b> – The School has in place and implements effective systems and practices to manage revenues and expenditures, accounting, payroll, and equipment inventories. The governing board has adopted policies and procedures to ensure implementation of sound fiscal systems that allow the School to make informed fiscal decisions.</p> <p>3.5 <b>Internal Controls</b> – The School implements governing board-adopted internal controls as recommended under general audit standards. That ensure the integrity of all fiscal systems, and which ensure that neither governing board members nor school staff take actions that result in the appearance or actual conflicts of interest or nepotism.</p> <p>3.6 <b>Audits</b> – The school has annual audits that are free of significant audit findings/exceptions. If audit findings have occurred, the School has promptly addressed the findings and taken appropriate action to resolve the exceptions, and informed its authorizer of the actions taken.</p>

Memorandum of Understanding  
Appendix D  
Page 47 of 69

**3.7 Compliance with Law** – The governing board and School leadership have an understanding of state and federal statutes that guide charter schools, and ensure the expenditure of funds occurs in a manner that is compliant with applicable federal and state laws governing the use of those funds.

**Evidence Reviewed**

**Document:**

- ☐ Budget
- ☐ Audit documentation
- ☐ Financial reports to the board/agendas/minutes
- ☐ Financial practice policy
- ☐ Procurement of curriculum materials
- ☐ Evidence of fundraising efforts
- ☐ Attendance management system, policies/procedures
- ☐ Independent study procedures, documentation logs, student contracts, schedules, class lists, and policies if applicable
- ☐ Other: \_\_\_\_\_

**Interview:**

- ☐ Principal/Executive Office
- ☐ Board of Directors
- ☐ Fiscal Staff
- ☐ Parents
- ☐ Other: \_\_\_\_\_

**Findings:**

<b>Conclusion:</b>	<input type="checkbox"/> Exceeds requirements	<input type="checkbox"/> Meets requirements	<input type="checkbox"/> Approaching requirement	<input type="checkbox"/> Does not meet requirement	<input type="checkbox"/> Not reviewed
--------------------	-----------------------------------------------	---------------------------------------------	--------------------------------------------------	----------------------------------------------------	---------------------------------------

Memorandum of Understanding  
Appendix D  
Page 48 of 69

<b>IV</b>	<b>Fidelity to Charter</b> <i>The School implements all of its operations in accord with its approved charter, adheres to requirements for prior approval of material changes to the charter, and communicates as necessary with its authorizer regarding proposed departures from the charter.</i>				
<p><b>4.1 Adherence to Charter</b> – The School adheres to its charter as approved by the State Board of Education. The School implements the educational and other programs described in the charter. The School is meeting API and AYP growth targets.</p> <p><b>4.2 Material Amendments to the Charter</b> – The School understands it must submit <i>material</i> amendments to the charter for approval by the State Board of Education <b>prior</b> to making any material changes, including material changes to programs, enrollment, admissions preferences, governance structure, and/or the addition of new facilities.</p> <p><b>4.3 Adherence to Assurances</b> – The School adheres to assurances that it will not charge tuition, will be nonsectarian, and will be open to all students regardless of ethnicity, national origin, gender, or disability, and that those provisions of non-discrimination shall apply to employment also.</p> <p><b>4.4 Compliance with Laws and Regulations</b> – The School complies with all state and federal laws and regulations applicable to charter schools, and keeps informed of new developments and changes to existing laws/regulations.</p> <p><b>4.5 Open Admissions Process</b> – The School is open to any resident of the state, including students with special needs and English Language Learners. If applications exceed spaces available, the School conducts a random admissions process (lottery) that complies with state and federal procedures and preferences.</p>					
<b>Evidence Reviewed</b>					
<b>Findings:</b>					
<b>Conclusion:</b>	<input type="checkbox"/> Exceeds requirements	<input type="checkbox"/> Meets requirements	<input type="checkbox"/> Approaching requirement	<input type="checkbox"/> Does not meet requirement	<input type="checkbox"/> Not reviewed



### **Sample Questions for Governing Board**

1. Briefly describe the mission, vision, and goals of your School.
2. How do you develop plans to achieve those goals?
3. How do you monitor and evaluate staff performance?
4. What policies has the board adopted to support the mission and vision, and high student achievement that will result in a sustainable, high quality charter school?
5. How does the board set priorities for the expenditure of funds for the School?
6. What processes do you have in place to involve stakeholders in the School?
7. How do you ensure clear, two-way communication between the governing board and the stakeholders?
8. How often does the governing board meet to discuss fiscal issues, amend budgets, review cash flow, or make resource allocations to support the mission and vision of the School? Examples?

### **Sample Questions: Principal**

1. How are parents and community members involved in School processes? How do you communicate your School goals to them?
2. How do you use data to drive instruction?
3. How is learning assessed at the classroom level? School-wide?
4. What interventions are used for students who aren't mastering the curriculum? How are these monitored, both School-wide and at the classroom level? How are parents involved?
5. What subgroups do you monitor for performance/progress?
6. How do you determine staff development needs? What evidence do you have of the effectiveness of the professional development that you use?

Memorandum of Understanding  
Appendix D  
Page 50 of 69

7. Do teachers have regular collaborative planning time? How often? How is it structured and assessed?
8. How do you evaluate the School program?
9. How are internal controls implemented at the School? Examples?
10. What is the process you use for working with the board to establish budgetary priorities?
11. If the School contracts with an external vendor for services (such as back office services), what are the procedures for communicating information (compliance deadlines, new procedures, etc.) between both parties? How is the quality of the service assessed? How often?
12. What are the central features of the School's charter?
13. Are there any provisions of the charter you are unable to implement?
14. How do you monitor the degree to which the School is meeting its stated learning goals and objectives?
15. Describe the student admission process.
16. How do you keep informed about changes to statutes and regulations that affect the School and charter schools generally?

**Sample Questions: Teachers**

1. What are some of the things that you like the most about the School?
2. How involved are you in the decision-making of the School?
3. How do you use data to differentiate the instruction for your students?
4. Tell us how you monitor student performance/progress for individual students and groups of students. How often is this done?

Memorandum of Understanding  
Appendix D  
Page 51 of 69

5. When and how often does the School monitor its progress overall, to ensure that the goals for each student are met?
6. What policies do you have in place for students who are frequently absent? Who initiates the intervention?
7. What professional development opportunities are currently available to you?
8. Do you have common planning time with your colleagues? When and by what grouping?
9. Is there a policy in place for sharing each others practices?
10. If needed, how are decisions about changing the instructional plan made?
11. What kinds of support services does the School leadership provide to you as a teacher?
12. If you had a chance to make improvements in the School, what improvements would you recommend?

**Sample Questions: Students**

1. What do you think about your School? How satisfied are you with your School?
2. Do you find the instruction engaging? Give examples.
3. Do you feel that the staff respect and listen to the students?
4. Is there someone on the staff you feel comfortable with to confide issues and/or concerns you may have? Who?
5. If you are absent from School does anything happen? If so, what?
6. Are School goals and plans shared with students? How?
7. What types of activities does the School provide to help you academically?
8. If you had a chance to make improvements in the School, what improvements would you recommend?

### **Sample Questions: Parents**

1. Does the School share its goals and plans with the parents? How does it do this? (meetings, letters, calls?)
2. Does the School invite you to come and share information which can be used to help develop a plan for your child?
3. Is attendance a high priority for the School? What happens when your child is absent?
4. What partnerships does the School have with outside agencies and how do they enhance the overall experience of the students at the School?
5. What are some of the things you like most about the School?
6. If you had a chance to make improvements in the School, what improvements would you recommend?
7. How active are the parents at this School? In what ways do they participate?

Memorandum of Understanding  
Appendix D  
Page 53 of 69

### Sample Classroom Walk Through: Observation Data

Teacher:		Room #:	
Grade:	Course:	School:	
Date of Observation:	Time of Observation:	Observer:	
<b>DOMINANT STUDENT AND TEACHER ACTIVITY (Mark one in each area and then describe)</b>			
<b>Student Engagement</b>			
Percent of students orientated to the work ___ All ___ Most ___ About Half ___ Some ___ Few			
<b>Dominant Student Activity</b>		<b>Dominant Teacher Activity</b>	
___ Whole class work ___ Worksheet completion ___ Independent work ___ Cooperative learning groups ___ Small group work ___ Other _____		___ Direct Instruction (concept development) ___ Lecturing ___ Frontloading (Anticipatory Set) ___ Monitoring independent work ___ Assessment: informal formal ___ Sitting at desk ___ Other _____	

  

<b>CONTENT/STANDARD</b> (WHAT are students learning)	<b>CONTEXT</b> (HOW are students learning/ the assignment/ artifact)	
<b>Unit of Instruction</b>	<b>Intervention Programs</b>	<b>Behavior Standards</b> (posted and enforced)

  

<b>EFFECTIVE TEACHING PRACTICES (Mark all noted)</b>	
___ Standard/objective known by student	___ Feedback on homework / Relevance
___ Checks for Understanding ___ Structured	___ <i>Specific</i> Reinforcement and Praise
___ White Boards ___ TPR ___ Random	___ Nonlinguistic Representations
___ Differentiation ___ IEP Implementation	___ Cooperative Learning
___ ELD / SDAIE Strategies	___ Multiple Intelligences
___ Modalities ___ Visual ___ Auditory ___ Kinesthetic	___ Generating and Testing Hypotheses
___ Bloom's Taxonomy K C A A S E	___ Class walls reflect current learning
___ Identifying Similarities and Differences	___ Questions, Connect to prior learn, Organizers
___ Summarizing and Note Taking	___ Other:

  

<b>Technology:</b>	<b>OH/DC</b>	<b>PP</b>	<b>IWB</b>	<b>M</b>	<b>CRS</b>	<b>IN</b>	<b>C</b>	<b>DS</b>
--------------------	--------------	-----------	------------	----------	------------	-----------	----------	-----------

**OH/DC** Overhead/Document Cam **PP** Power Point **IWB** Interactive White Board **M** Movies / DVD / Video  
**CRS** Classroom Response System **IN** Internet **C** Computers **DS** Distributed Sound System  
**ELD / SDAIE** Strategies: Students Answer in Complete Sentences, Students Speaking 50% of Time, Instruction includes: Grammar and Verb Tense Study Charts, General and Content Vocabulary, Realia/Hands-on Materials/ Manipulatives, Graphic Organizers, Think Aloud, Role Playing, Total Physical Response, Total Pupil Response

Memorandum of Understanding  
Appendix E  
Page 54 of 69

## Appendix E: School Closure Procedures Checklist

### Invoking Closure Procedures

Item	Description	Lead Contact	Due Date	Verified
1	<p>In the case of revocation or non-renewal, the California Department of Education (CDE) shall notify the charter school in writing that the closure procedures have been invoked.</p> <p>In the case of voluntary surrender, the charter school shall notify the CDE in writing that the closure procedures have been invoked.</p>			

### Immediate Actions

Item	Description	Lead Contact	Due Date	Verified
2	<p>The charter school shall immediately notify the CDE of the location of all student and business records. Following that notification, no student or business records shall be disposed of, moved, or duplicated without the express written consent of the CDE, except that student records may be copied for students' families or transferred to other schools, provided a notation is kept of the records copied or transferred.</p>			

Memorandum of Understanding  
Appendix E  
Page 55 of 69

Item	Description	Lead Contact	Due Date	Verified
3	The charter school and the CDE shall each immediately identify an individual who will serve as the single point of contact for the entity regarding the school's close out activities.			
4	The CDE shall immediately notify the charter school in writing whether, on behalf of the State Superintendent of Public Instruction, it is taking over immediate and direct control of all the school's student and business records.			

### Students and Families

Item	Description	Lead Contact	Due Date	Verified
5	The charter school shall notify the family of each student enrolled of the school's closure. Unless the CDE otherwise directs, the notification shall be immediate in the case of a revocation (that takes immediate effect) or shall occur within ten days of the invocation of the closure procedures in the case of closure at the end of current academic year.			
6	The charter school shall continue instruction until the end of the current academic year (unless a revocation takes immediate effect). The charter school shall publicly announce cancellation of all future classes.			
7	If the charter school continues instruction to the end of the current academic year, report cards shall be issued within seven days of the end of classes.			

Memorandum of Understanding  
Appendix E  
Page 56 of 69

Item	Description	Lead Contact	Due Date	Verified
8	The charter school shall notify surrounding school districts and the county office of education within fourteen days of the school's forthcoming closure (or immediate closure if a revocation takes immediate effect).			
9	The charter school shall provide information to students and families regarding alternative public school placements within 30 days of the announcement of the school's forthcoming closure, or immediately in the case of a revocation that takes immediate effect.			
10	The charter school shall offer to provide a copy of each student's cumulative file upon request of the student's family. The school shall provide the copy within seven days of a request being received, ensuring that the documents are given to the family member identified as having legal custody or guardianship of the student.			
11	The charter school shall comply within seven days to requests for the transfer of students' cumulative files to other public or private schools in which the students enroll.			
12	The charter school shall respond within seven days to inquiries from students and their families and from the media regarding the school's closure, the disposition of student and business records, and the alternative placement available to the students.			
13	The charter school shall provide the CDE within fourteen days with a list of students (names, addresses and phone numbers) in each grade level and the classes they have completed. Identify each student's district of residence, and a notation of where the student's records have been transferred.			



Memorandum of Understanding  
Appendix E  
Page 57 of 69

Item	Description	Lead Contact	Due Date	Verified
14	The charter school, if a local educational agency (LEA) in a special education local planning area (SELPA), shall notify the SELPA within fourteen days of the closure, complete all documentation necessary for special education students and transfer copies of the student's records to the SELPA.			
15	The CDE shall respond promptly to inquiries from students and their families and from the media as necessary.			

**Student and Business Records**

Item	Description	Lead Contact	Due Date	Verified
16	Once the closure procedures have been invoked, no student or business records shall be disposed of, moved, or duplicated without the express written consent of the CDE, except for the duplication or transfer of student cumulative files as noted.			
17	At the point the charter school is dissolved, the student and business records shall come under the exclusive control of the CDE which shall distribute, maintain, or dispose of the records as it determines appropriate.			
18	The charter school shall terminate all present leases, service agreements and other contracts not necessary for the close out of the school. Leases, service agreements, and contracts should be terminated in a cost effective manner in order to minimize expenses.			

Memorandum of Understanding  
Appendix E  
Page 58 of 69

Item	Description	Lead Contact	Due Date	Verified
19	The charter school shall return grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law as appropriate. A final expenditure report for all grants will be submitted within fourteen days. Federal grants must be closed out, including the filing of the required Final Expenditure Reports and Final Performance Reports. Federal Forms 269 and 269a may apply if the school was receiving funds directly from the U.S. Department of Education.			
20	Close all financial records of the school as of revocation or closure date.			

#### Faculty and Staff

Item	Description	Lead Contact	Due Date	Verified
21	The charter school shall immediately notify its faculty and staff of the school's closure, providing each with necessary information related to compensation and retirement, including, but not limited to, any optional benefits that they may continue after the school closes.			
22	The charter school shall provide the CDE within fourteen days with a description of current and projected payroll and payroll benefits commitments through closure, including a list of each employee, and their job duties, and a projection of the funds necessary to: (1) transition the students and records; (2) complete all administrative closure related tasks; and (3) complete contracts and grants.			

Memorandum of Understanding  
Appendix E  
Page 59 of 69

Item	Description	Lead Contact	Due Date	Verified
23	The charter school shall provide CDE within fourteen days with notice of any outstanding payments to staff and the method by which the school will make the payments.			
24	The charter school will within fourteen days contact the California State Teachers' Retirement System (CalSTRS), California Public Employees' Retirement System (CalPERS), and the county office of education and follow their procedures for dissolving contracts and reporting, copying the CDE on all correspondence.			
25	<p>Prior to final closeout, the charter school shall do all of the following on behalf of the school's employees:</p> <ul style="list-style-type: none"> <li>• File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines.</li> <li>• File the Federal Notice of Discontinuance with the Department of Treasury (Treasury Form 63).</li> <li>• Make final federal tax payments (employee taxes, etc.)</li> <li>• File the final withholding tax return (Treasury Form 165).</li> <li>• File the final return with the IRS (Form 990 and Schedule).</li> </ul>			

Memorandum of Understanding  
Appendix E  
Page 60 of 69

### Assets and Liabilities

Item	Description	Lead Contact	Due Date	Verified
26	The charter school shall notify all funding sources (including charitable partners) of the school's closure within fourteen days.			
27	The charter school shall immediately notify all contractors (such as a charter management organization, education management organization, food service provider, instructional service provider, or transportation service provider) of the school's closure.			
28	If the charter school has any agreements with organizations representing employees, the charter school shall notify the organizations of the school's closure as may be specified in the agreements.			
29	The charter school shall notify the CDE within fourteen days of all pending litigation to which the school is a party. The charter school shall immediately notify the CDE if litigation is filed thereafter up to the point that the school is formally dissolved.			
30	The charter school, within 30 days, shall prepare and deliver to the CDE a comprehensive list of creditors and debtors.			
31	The charter school, within 30 days, shall prepare and deliver to the CDE a comprehensive inventory of all assets.			

Memorandum of Understanding  
Appendix E  
Page 61 of 69

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

Memorandum of Understanding  
Appendix E  
Page 62 of 69

### **Dissolution of the School (Corporate) Entity**

<b>Item</b>	<b>Description</b>	<b>Lead Contact</b>	<b>Due Date</b>	<b>Verified</b>
<b>35</b>	<b>Following the resolution of all outstanding assets and liabilities, the charter school shall be dissolved. If established as a nonprofit public benefit corporation pursuant to California <i>Education Code</i> Section 47604, the corporation shall be dissolved.</b>			

**Appendix F: Supplemental Financial Information  
State Board of Education Authorized Charter School  
Fiscal Year 2009-10**

**Reporting Period**

Preliminary Budget—Due July 1

First Interim Report Reflecting Changes Through October 31—Due December 15

Second Interim Report Reflecting Changes Through January 31—Due March 15

**Budget Assumptions**

<b>Current Fiscal Year</b>	<b>Grades K–3</b>	<b>Grades 4–6</b>	<b>Grades 7–8</b>	<b>Grades 9–12</b>
<b>General Purpose Entitlement per Average Daily Attendance (ADA)</b>				
<b>Categorical Block Grant Entitlement per ADA</b>				
<b>ADA</b>				

	Unaudited Actuals Prior Year	Adopted Budget Current Year	First Interim Current Year	Second Interim Current Year	Budget Projection Budget Year	Budget Projection 2 <sup>nd</sup> Budget Year
<b>ADA (use prior year Second Principal Apportionment [P-2])</b>						
<b>Certificated Salary Cost of Living Adjustment (COLA)—% and Total (if % varies, include total \$ only)</b>						
<b>Are Salary and Benefit Negotiations Finalized? Yes or No</b>						
<b>Classified Salary COLA— % and Total \$ (if % Varies, Include Total \$ Only)</b>						



	Unaudited Actuals Prior Year	Adopted Budget Current Year	First Interim Current Year	Second Interim Current Year	Budget Projection Budget Year	Budget Projection 2 <sup>nd</sup> Budget Year
Other Certificated Salary Adjustments— Total \$ (Provide Explanation)						
Other Classified Salary Adjustments— Total \$ (Provide Explanation)						
Health and Welfare Benefits Increase—% and Total \$						

#### Additional Supplemental Information

- Include a narrative discussion of assumptions used in the current and two subsequent fiscal years, including:
  1. Source of Data. (Example: School Services of California dartboard)
  2. Change and cause. (Example: health benefit costs increased from and estimated 15% at budget adoption to 18% at first interim based on actual renewal rates from ABC group.

3. Effect. (Example: resulting in a health benefit cost increase of \$3,000.)

- Provide projected growth in ADA, include details regarding the impact to cash flow, facilities, assets/liabilities, etc.
- Identify current staffing levels/positions and provide projected growth for two subsequent fiscal years. Include justification for significant increases in staff and/or salaries that are not aligned with an increase in ADA.
- Provide cash flow statements for the current and two subsequent fiscal years.
- Provide detail of state, federal, and local revenues by source for current and two subsequent fiscal years.
- Provide a profit and loss statement.
- Include a narrative discussion and reason for significant changes between the current reporting period and the prior reporting period in ADA, state, local, and federal revenues, expenditure categories, other financing sources and uses of funds, and components of ending fund balance. For example, compare adopted budget to prior year unaudited actual revenues and expenditures, first interim report to adopted budget, second interim report to first interim report; etc.
- Compare the change in fund balance for the budget and two prior years. Provide an explanation if the fund balance has declined for the last two fiscal years.
- Identify all multiyear fiscal obligations, excluding salaries and benefits, for the next three years and identify the resources used to service those commitments.
- Identify any potential or contingent liabilities that may affect the budget.
- If a significant percentage of ongoing expenditures are funded with one-time resources, explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following years.

## **Appendix G: California Department of Education Internet Resources**

The following links to the California Department of Education (CDE) Web site are provided as a resource only.

### **CDE Listservs and Calendars**

CDE Calendar of Events (Holidays and other recognized events):

<http://www.cde.ca.gov/re/pn/fb/yr10calendar.asp>

Conference Calendar (Statewide and national education conferences of interest):

<http://www.cde.ca.gov/re/ca/cc/>

Directory of Selected CDE Listservs: <http://www.cde.ca.gov/re/di/cd/listservs.asp>

CDE Charter School Listserv: <http://www.cde.ca.gov/sp/cs/re/cscommlists.asp>

CDE All Assessments Listserv:

<http://www.cde.ca.gov/ta/tg/sa/aamail.asp>

Family Area Network Listserv (Scroll down the page to locate):

<http://www.cde.ca.gov/ls/pf/pf/>

Funding Listserv: <http://www.cde.ca.gov/fq/fo/af/joinlist.asp>

### **2010–11 Student Testing Information**

Student Testing Dates and Information:

<http://www.cde.ca.gov/ta/tg/sa/1011testdates.asp>

North/South Fall 2010 Information Meeting Information:

<http://www.cde.ca.gov/ta/tg/sa/1011testdates.asp>

All Assessments E-mail List:

<http://www.cde.ca.gov/ta/tg/sa/aamail.asp>

### **Special Education Resources**

CDE Special Education Services and Resources Web page:

<http://www.cde.ca.gov/sp/se/sr/>

SELPA Out-of-Geographic Area Charter School Process Information:

<http://www.cde.ca.gov/sp/se/sr/oogselpachrtr.asp>

### **Data Collection Information**

CDE Data Collections (Including CBEDS, CALPADS, CSIS, and Language Census): <http://www.cde.ca.gov/ds/dc/>

### **Facilities Information**

School Site Selection and Approval Guide:

<http://www.cde.ca.gov/ls/fa/sf/schoolsiteguide.asp>

### **Document Translation**

Clearinghouse for Multilingual Documents (Provides free access to many translated documents contributed by LEAs and the CDE):

<http://www.cde.ca.gov/ls/pf/cm/>

### **Fiscal Information**

CDE Fiscal Calendars: <http://www.cde.ca.gov/re/ca/fc/>

CDE Finance & Grants Web page: <http://www.cde.ca.gov/fq/>

Audit Resources: <http://www.cde.ca.gov/fq/au/>

Education Audit Appeals Panel - Audit Guide: <http://www.eaap.ca.gov/> (Outside Source)

State Controller's Office – Certified Public Accountant's Directory:

<http://www.sco.ca.gov/cpads/main/default.aspx> (Outside Source)

Categorical Programs Fiscal Information (information for most formula driven programs): <http://www.cde.ca.gov/fq/aa/ca/>

CDE Funding: <http://www.cde.ca.gov/fq/fo/>

Funding Listserv: <http://www.cde.ca.gov/fq/fo/af/joinlist.asp>

Memorandum of Understanding  
Appendix G  
Page 69 of 69

Charter Schools Annual Information Survey: (Charter data reported to CDE on this survey may be accessed by clicking “Print a Survey” and navigating through the drop down menus) <http://www.cde.ca.gov/sp/cs/ac/csinfosvy0910.asp>

Consolidated Application: (Refer to “Program Profiles” for information on individual federal programs) <http://www.cde.ca.gov/fq/aa/co/>

Financial Reporting: (Includes links to SACS Software and Charter School Unaudited Actuals – Alternative Form) <http://www.cde.ca.gov/fq/sf/fr/>

Lottery: <http://www.cde.ca.gov/fq/aa/lo/>

Principal Apportionment (General Purpose Entitlement & Categorical Block Grant): (Refer to fiscal year for respective Principal Apportionment Exhibits Charter School Funding Rates for 2009-10 [historical funding rates included]): <http://www.cde.ca.gov/fq/aa/pa/index.asp> and <http://www.cde.ca.gov/fq/aa/pa/blockgrantrates09.asp>

Charter School Categorical Block Grant Programs: <http://www.cde.ca.gov/fq/aa/ca/charterschools.asp>

Principal Apportionment Attendance Software: <http://www.cde.ca.gov/fq/sf/aa/>

Title I (programmatic information): <http://www.cde.ca.gov/sp/sw/>

Assessment Apportionment Information: <http://www.cde.ca.gov/fq/fo/profile.asp?id=1873>