

**STATE BOARD OF EDUCATION
STANDARD CONDITIONS ON OPENING AND OPERATION**

- **Department of Justice and Subsequent Arrest Notification.** Each State Board of Education (SBE)-authorized charter school shall comply with and remain compliant with the requirements of California *Education Code (EC)* Section 44830.1, pertaining to criminal history record summaries, fingerprints, and subsequent arrest notifications (SANs), and that the School must comply with this Code section in requesting a subsequent arrest service notification from the Department of Justice (DOJ). The California Department of Education (CDE), will request written assurance on school letterhead that the School is in compliance with *EC* Section 44830.1. This assurance must provide evidence that (1) the School, as a local educational agency and the employer of record, has a DOJ/SANs account; (2) that ***all*** school employees have the appropriate DOJ clearance; (3) that the custodian of records will receive the SANs; (4) that the School has a procedure for monitoring the SANs of the designated custodian of records; and (5) employee records are kept secure at the School and available upon request for review. This assurance must be signed by the school administrator and the custodian of record and submitted to the CDE by **September 30, 2017**.
- **Insurance Coverage.** At least **30 days** prior to opening, (or such earlier time as the School may employ individuals or acquire or lease property or facilities for which insurance would be customary), submit documentation of adequate insurance coverage, including liability insurance, which shall be based on the type and amount of insurance coverage maintained in similar settings. Additionally, the School will provide a document stating that the District 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 or 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.
- **Memorandum of Understanding.** At least **30 days** prior to opening, either: (a) accept a Memorandum of Understanding (MOU) with the SBE, administered through the CDE, to be the direct oversight entity for the School, specifying the scope of oversight and reporting activities, including, but not limited to, adequacy and safety of facilities; or (b) enter into an appropriate MOU between the School, the SBE (as represented by the Executive Director of the SBE), and an oversight entity, pursuant to *EC* Section 47605(k)(1), regarding the scope of oversight and reporting activities, including, but not limited to, adequacy and safety of facilities.

- **Special Education Local Plan Area Membership.** At least **30 days** prior to opening, submit written verification to the CDE of having applied to a Special Education Local Plan Area (SELPA) for membership as a local educational agency and submit either written verification that the School is (or will be at the time pupils are being served) participating in the SELPA; or an agreement between a SELPA, a school district that is a member of the SELPA, and the School that describes the roles and responsibilities of each party and that explicitly states that the SELPA and the district consider the School's pupils to be pupils of the school district in which the School is physically located for purposes of special education programs and services (which is the equivalent of participation in the SELPA). Satisfaction of this condition should be determined by the CDE based on the review by CDE staff of the following: (1) the School's written plan for membership in the SELPA, including any proposed contracts with service providers; or (2) the agreement between a SELPA, a school district, and the School, including any proposed contracts with service providers.
- **Educational Program.** At least **30 days** prior to opening, the School shall submit to the CDE a description of the curriculum development process the School will use and the scope and sequence for the grades envisioned by the School; and submit the complete educational program for pupils to be served in the first year including, but not limited to, a description of the curriculum and identification of the basic instructional materials to be used; plans for professional development of instructional personnel to deliver the curriculum and use the instructional materials; and identification of specific assessments that will be used in addition to the assessment identified in *EC* Section 60640 in evaluating student progress. Satisfaction of this condition will be determined by the CDE based on the advice of CDE staff.
- **Pupil Attendance Accounting.** At least **30 days** prior to opening, submit for approval the specific means to be used for pupil attendance accounting and reporting that will be satisfactory to support state average daily attendance claims and satisfy any audits related to attendance that may be conducted. Satisfaction of this condition will be determined by the CDE on the advice of CDE staff in consultation with the Director of the School Fiscal Services Division.
- **Facilities Agreements.** At least **30 days** prior to opening, present written agreements (e.g., a lease or similar document) to the CDE indicating the School's right to use the principal school sites and any ancillary facilities identified by the petitioners for at least the first year of each School's operation and evidence that the facilities will be adequate for the School's needs. Satisfaction of this condition will be determined by the CDE on the advice of CDE staff in consultation with the Director of the School Facilities and Transportation Services Division.
- **Zoning and Occupancy.** At least **30 days** prior to the School's opening, present evidence to the CDE that each School's facility is located in an area properly zoned for operation of a school and has been cleared for student occupancy by all appropriate local authorities. For good cause, the CDE may reduce this requirement

to fewer than 30 days, but may not reduce the requirement to fewer than 10 days. Satisfaction of this condition will be determined by the CDE on the advice of CDE staff in consultation with the Director of the School Facilities and Transportation Services Division.

- **Technical Amendments.** All technical amendments must be made to the School's petition by the deadline approved by the SBE and noted in the approval letter. ***No other amendments to the School's petition may be made unless approved by the SBE.***
- **Final Charter.** At least **30 days** prior to opening, present a final charter that includes all technical amendments approved by the SBE and that reflect the SBE as the chartering authority and otherwise address all concerns identified by the CDE and/or the SBE, and that includes a specification that the School will not operate satellite schools, campuses, sites, resource centers, or meeting spaces not identified in the School's charter without the prior written approval of the SBE based primarily on the advice of the CDE.
- **Processing of Employment Contributions.** At least **30 days** prior to the employment of any individuals by the School, present evidence to the CDE that the School has made appropriate arrangements for the processing of the employees' retirement contributions to the California Public Employees' Retirement System, California State Teachers' Retirement System, or Social Security.
- **Operational Date.** If any deadline specified in these conditions is not met, approval of the charter is terminated, unless the SBE deletes or extends the deadline not met. If the School is not in operation by **September 30, 2017**, approval of the charter is terminated.