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## **Attachment 3**

# **Memorandum of Understanding between the Los Angeles County Office of Education and T.I.M.E. Community**

**Los Angeles County Office of Education**

**Monitoring and Oversight Memorandum of Understanding<sup>1</sup>**

T.I.M.E. (Teamwork, Individualization, Mastery, and Extension) Community School

Charter Authorization Period: July 9, 2020 – June 30, 2025

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

Direct to County Board (EC § 47605.5)  Establish  Renew

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

**INTRODUCTION**

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

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

**PURPOSE OF AGREEMENT**

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

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

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

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

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

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

42 In addition, the County Board has established this Agreement to set forth further supervisory and  
43 oversight responsibilities held by LACOE as designated by the California State Board of Education  
44 (“SBE”). Although the SBE has approved T.I.M.E. Community School’s (the “Charter School”) charter,  
45 the SBE has designated these responsibilities to LACOE pursuant to EC § 47605(k)(1) and (2).

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

55 These further supervisory and oversight responsibilities require LACOE to report periodically (annually  
56 or as requested or when necessary) to the SBE and County Board regarding its delegated oversight of  
57 the Charter School.

58 Additional responsibilities are outlined in the Charter School petition and this signed Agreement, which  
59 includes:

- 60 • Attachment A: Student Achievement Plan Guidelines
- 61 • Attachment B: Fiscal Oversight Requirements and Financial Reporting
- 62 • Attachment C: Reporting Timeline (as revised yearly)
- 63 • Attachment D: SBE Action to Approve the Charter including Conditions for Approval and the
- 64 Memorandum of Understanding between LACOE and the SBE constitutes the conditions and
- 65 terms under which the charter shall be monitored.

66 To the extent that the terms in the charter vary from the provisions of this Agreement, the Agreement  
67 shall take precedence unless both parties agree to other terms.

68 The Charter School agrees that violation of a specific material provision of this Agreement is conclusive  
69 proof that the Charter School has violated the conditions of the charter within the meaning of EC §  
70 47607(c)(1). The Charter School further agrees that it waives any right to argue that this Agreement is  
71 not enforceable or that violation of this Agreement is not a violation of the charter in any court,  
72 administrative body, or before a mediator or arbitrator in any matter involving this charter.

73 **TERM OF AGREEMENT**

74 This Agreement shall commence on the date upon which it is fully executed by all parties and shall cover  
75 the term of the charter. This Agreement between LACOE and the Charter School is inclusive of  
76 Attachments A through D.

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

- 79 1. The duly authorized representatives of the Charter School are the governing board president,  
80 CEO/Director or Principal of the Charter School or designee.

81 2. The duly authorized representative of the County Board is the County Superintendent of Schools  
82 or designee. For purposes of material revision/amendments to the charter, such  
83 revisions/amendments may only be made upon the approval of the Charter School's governing  
84 board, and will take effect only if approved by the County Board.

85 This Agreement shall be reviewed at least annually and may be amended or augmented by addendum  
86 at any time with mutual agreement. In the case of changes in law or County Board policy, the County  
87 Board and the Charter School reserve the right to request modifications to this Agreement. Such  
88 modifications, if agreed upon, shall be included as Addenda to this Agreement. Failure to reach  
89 agreement on required changes to the Agreement which result in a violation of law will result in  
90 termination of the Agreement and lead to termination or revocation of the charter. The approved  
91 Agreement (including any subsequent addenda) shall continue unless modified in writing. If the Charter  
92 School becomes non-operational for any reason, this Agreement (including any addenda) shall remain  
93 in effect until closure procedures have been completed. The term of the charter automatically expires if  
94 the Charter School becomes non-operational, because of non-renewal, revocation, or closure.

95 **TERM OF THE CHARTER**

96 The Charter School is a public school that is or shall be operating pursuant to a charter (hereinafter the  
97 "charter"). On July 9, 2020, the SBE took action to approve the charter contingent upon the conditions  
98 specified in its action (Attachment D). Any condition of authorization that was not met through revision of  
99 the Charter may be addressed in this Agreement.

- 100 • The Charter School shall operate as a classroom based charter school within the geographic  
101 boundaries of Montebello Unified School District in the county of Los Angeles in accordance with  
102 EC § 47605 and/or EC § 47605.1 as applicable.
- 103 • The Charter School shall serve grades 9-12 and shall have an approximate enrollment of 600  
104 students by the fifth year of operation.
- 105 • The Charter School will commence its first year of operation between July 1 and September 30,  
106 2021.
- 107 • The Charter School shall have a five (5) year term to expire on June 30, 2025. The provisions of  
108 the charter and the Agreement shall be aligned.

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

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

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

115 **SECTION 1: GOVERNANCE AND ORGANIZATIONAL MANAGEMENT**

116 The Charter School will be/is operated by T.I.M.E. Community Education, a nonprofit public benefit  
117 corporation, formed and organized pursuant to the Nonprofit Public Benefit Corporation Law  
118 (Corporations Code § 5110 et seq.) The Charter School is a separate legal entity and neither the County  
119 Board nor LACOE is liable for the debts and obligations of the Charter School so long as the County  
120 Board has provided oversight in accordance with EC § 47604(d). The County Board reserves the right to  
121 appoint a single representative to the Charter School's Board of Directors pursuant to EC 47604(c). The  
122 Charter School shall use all revenue received from state and federal sources only for the educational  
123 services specified in the charter and this Agreement for the benefit of the students enrolled in and  
124 attending the Charter School. Other sources of funding must be used in accordance with applicable state  
125 and federal statutes, and the terms or conditions of any grant or donation.

126 **1.1 Organization**

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

- 132 • Contact information, including phone numbers, official addresses and e-mail addresses for the  
133 principal contacts for the Charter School and ensure that this information is kept current.
- 134 • Organization chart displaying relationship between governing board and the Charter School  
135 leadership.
- 136 • Immediate written notice (within 10 calendar days) of any changes in the Charter School's  
137 directors, officers, and administrators, and ***provide resumes for the new individuals.***

### 138 **1.2 Governing Board Establishment**

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

- 142 • Articles of Incorporation
- 143 • Bylaws approved by the governing board
- 144 • Conflict of Interest Policy
- 145 • Roster and resumes of current governing board members

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

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

### 159 **1.3 Governing Board Activities**

160 A. Calendar: The Charter School shall provide an annual calendar of regular meetings of the governing  
161 board, including a description of how students, parents, and community members shall be notified of  
162 meetings.

163 B. Governing Board Meetings: The governing board of the Charter School shall conduct public meetings  
164 included on the annual calendar at such intervals as are necessary to ensure that the board is providing  
165 sufficient direction to the Charter School through implementation of effective board policies and  
166 procedures. Governing board meetings shall be conducted in keeping with the requirements of the Ralph  
167 M. Brown Act (Government Code § 54950 - 54963). Governing board adopted policies, meeting agendas  
168 and minutes shall be maintained and available for public inspection and during site visits. For all regular  
169 and special meetings of the governing board and all standing committee meetings, the Charter School  
170 shall provide LACOE with written notification of the meeting, including a copy of the posted agenda, and  
171 shall be posted on the Charter School's website no less than 72 hours prior to a regular meeting and no

172 less than 24 hours prior to a special meeting. The posted agenda shall contain a description of where the  
173 agenda was posted and that the meeting is held in compliance with the Americans with Disabilities Act.

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

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

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

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

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

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

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

- 218 • *\*Educational and Admissions Policies:* These policies include admissions, enrollment, and lottery  
219 process; electronic device use; special education; homeless and foster youth; independent study;  
220 requirements for graduation and for the Certificate of Completion (as applicable)<sup>2</sup>.
- 221 • *\*Uniform Complaint Procedures:* Uniform Complaint Procedures (UCP), approved by the Charter  
222 School's governing board, shall be posted at all of the Charter School's sites, in a place available  
223 for public viewing and on its website. Complaint procedures shall identify the Los Angeles County  
224 Board of Education as the authorizer, and provide the telephone number to the LACOE Charter  
225 School Office and the LACOE website ([www.lacoe.edu](http://www.lacoe.edu)).
- 226 • *\*Health Policies:* Policies related to absences, illness, medications, blood borne pathogens,  
227 immunization requirements, for providing emergency medical services, establishing the Section  
228 504 Accommodation Plan<sup>2</sup>.
- 229 • *\*Comprehensive School Safety Policies:* Policies that provide for a safe learning environment for  
230 all pupils. Policies shall include but are not limited to those areas specified and/or associated with  
231 EC 32280-32289.5, as described in Section 1.4(B) of this document.
- 232 • *\*Parent/Student Handbook:* The governing board shall approve the Parent/Student Handbook to  
233 ensure it complies with law and is aligned with the Charter School's board-approved policies and  
234 authorized charter. The governing board shall ensure that it is distributed in hard copy to all  
235 families each year, to new enrollees during registration, and upon request, and that it is at all  
236 times available online. At a minimum, the handbook shall include detailed expectations for student  
237 attendance, behavior, and discipline, including policies and consequences for bullying and  
238 harassment, due process rights related to discipline (including suspension, expulsion, and special  
239 education), and should include policies regarding dress code, student fees and field trips, and the  
240 school calendar and bell schedule. Also, a description of complaint procedures that parents may  
241 pursue in the event of disagreements, Independent Study and graduation and/or Certificates of  
242 Completion requirements. An annual parent meeting shall be held to inform parents regarding  
243 policies. The handbook shall be translated into language(s) most represented in the Charter  
244 School.
- 245 • *\*Employee Handbook:* The governing board shall approve the Employee Handbook to ensure it  
246 complies with law and is aligned with the Charter School's board-approved policies and  
247 authorized charter. The governing board shall ensure that it is distributed in hard copy to each  
248 employee at the time of their hire and each year at the beginning of the school year. At a minimum,  
249 the handbook shall include detailed expectations for standard rules of behavior, employee  
250 performance, employee problem solving, due process rights of employees related to disciplinary  
251 actions including termination, compensation and benefit information, and a description of both  
252 formal and informal complaint procedures, discrimination and harassment, workplace security,  
253 drug and alcohol policies, at-will employment (if applicable), confidentiality, electronic  
254 communications, family and medical leave and employee benefits.
- 255 Amendments to the employee handbook may be made and distributed to employees by the  
256 Charter School during the year. A copy of the handbook may be reviewed during site visits.

#### 257 **1.4 Administration**

- 258 A. *Enrollment and Admissions Documentation:* The Charter School shall maintain on file and provide to  
259 LACOE upon request the following information:
- 260 • Descriptions of outreach and recruitment activities that have been conducted to reach target  
261 populations as described in the charter

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

- 262 • Procedures for application, enrollment, admission, wait listing and lotteries for placement  
263 (enrollment preferences) as described in the charter
- 264 • Evidence of enrollment preferences consistent with the charter and with LACOE conditions of  
265 operation
- 266 • Copy of application and enrollment forms and information provided to prospective families
- 267 • Documentation, while pertinent, that start-up enrollment is consistent with enrollment numbers  
268 described in the charter
- 269 • Evidence that each student is a resident of California in accordance with EC § 47612
- 270 • For students over 18, evidence that each student has been continuously enrolled (no break in  
271 enrollment greater than 20 school days) in an educational program and is making satisfactory  
272 progress toward completion of a high school diploma
- 273 B. Health and Safety Plans: Prior to opening, annually, and upon revision, the Charter School shall  
274 provide to LACOE, and have posted on the Charter School's website, a copy of its Health and Safety  
275 Plans as follows:
  - 276 • A copy of its health plan for students and employees including policies and procedures related to  
277 absences, illness, medications, blood borne pathogens, immunization requirements, plan for  
278 providing emergency medical services, establishing a Section 504 Accommodation Plan, and  
279 health/mental health services available at and/or through the Charter School.
  - 280 • A copy of its Comprehensive School Safety Plan that addresses all components of EC § 32280-  
281 32289.5.
  - 282 • Student Discipline including a list of offenses for which students may be given detention, or may  
283 and must be suspended or expelled, the procedures for suspension or expulsion, procedures by  
284 which parents and students shall be informed about reasons for suspension or expulsion, and of  
285 their due process rights in regard to the disciplinary action.
  - 286 • Campus Supervision and Visitors including supervision of students before and after school, while  
287 on campus, and student drop-off and pick-up; policies related to visitors on campus, entering and  
288 leaving the campus.
  - 289 • Child Abuse Reporting including procedures consistent with Article 2.5 (commencing with Section  
290 11164) of Chapter 2 of Title 1 of Part 4 of the Penal Code. The policy should include a timeline  
291 for the annual training of mandated reporters and the process to be used by staff for reporting  
292 suspected child abuse to the appropriate authorities.
  - 293 • Teacher Notification of Dangerous Students including procedures to be used to notify teachers of  
294 dangerous pupils pursuant to EC 49079.
  - 295 • Discrimination and Harassment consistent with the prohibition of discrimination contained in EC  
296 Part 1, Chapter 2 (commencing with section 200). The policy should include how the information  
297 will be communicated to stakeholder groups and how related complaints may be filed.
  - 298 • Dress Code including school-wide dress code, pursuant to EC 35183, that prohibits pupils from  
299 wearing "gang-related apparel" or other items that, if worn on a school campus, could be  
300 reasonably determined to threaten the health and safety of the school environment.
  - 301 • Safe and Orderly Environment including procedures designed to ensure a safe and orderly  
302 environment conducive to learning at the school in accordance with EC § 32282(a)(2)(H).
  - 303 • Code of Conduct for all students clearly stating the responsibilities of students, teachers, and  
304 administrators in maintaining a classroom environment that allows a teacher to communicate  
305 effectively with all students in the class, allows all students to learn, has consequences that are  
306 fair and age-appropriate, considers the student and circumstances and is enforced accordingly.

307 • Anti-Bullying including procedures aimed at the prevention of bullying, including cyber bullying, to  
308 be developed in accordance with the Safe Place to Learn Act, EC §§ 234-234.5, and that include  
309 clear procedures for reporting incidents of bullying or harassment.

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

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

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

319 • A calendar of emergency drills for students.

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

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

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

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

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

341 E. Criminal Record Summaries:

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

346 • All employees of the Charter School, parent and non-parent volunteers who will be performing  
347 services that are not under the direct supervision of a certificated teacher, and onsite vendors and  
348 contractors having unsupervised contact with students shall submit to background checks and  
349 fingerprinting in accordance with EC §§ 44237 and 45125.1. The Charter School shall maintain  
350 documentation, and provide to LACOE upon request, that all employees, volunteers, and vendors  
351 (as applicable) have clear criminal records summaries prior to their having any unsupervised  
352 contact with students. The Charter School shall maintain on file and have available for inspection  
353 during site visits, evidence that the Charter School has performed criminal background checks for

354 all employees and volunteers (as applicable) and documentation that vendors have conducted  
355 required criminal background checks for their employees prior to any unsupervised contact with  
356 students. The Charter school shall provide certification to LACOE that all employees and  
357 volunteers/vendors (as applicable) have cleared a criminal background check prior to any  
358 unsupervised contact with students.

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

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

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

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

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

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

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

- 385 • Commercial General Liability, including Damage to Rented Premises coverage (only required for  
386 rented premises the tenant occupies), of \$5,000,000 per Occurrence and in the Aggregate. The  
387 policy shall be endorsed to name the Los Angeles County Office of Education and the County  
388 Board of Education ("County Board") as named additional insured and shall provide specifically  
389 that any insurance carried by the District which may be applicable to any claims or loss shall be  
390 deemed excess and the Charter School's insurance shall be primary despite any conflicting  
391 provisions in the Charter School's policy. Coverage shall be maintained with no Self Insured  
392 Retention above \$15,000 without the prior written approval of the Office of Risk Management for  
393 the LACOE.
- 394 • Workers' Compensation Insurance in accordance with provisions of the California Labor Code  
395 adequate to protect the Charter School from claims that may arise from its operations pursuant  
396 to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance  
397 coverage must also include Employers Liability coverage with limits of  
398 \$1,000,000/\$1,000,000/\$1,000,000.

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

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

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

425 Certificates of insurance shall be mailed to:

426 Los Angeles County Office of Education  
427 Insurance Compliance (EBIX)  
428 P. O. Box 100085-LA  
429 Duluth, GA 30096

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

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

446 certificates of insurance and endorsements are to be received by LACOE within thirty (30) calendar days  
447 of full execution of this Contract. LACOE reserves the right to require complete, certified copies of all  
448 required insurance policies at any time.

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

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

458 K. Teacher Credentials, Highly Qualified Teacher Requirements, and Non-Certificated Personnel:  
459 Biannually in October and February, in accordance with Attachment C, Reporting Timeline, the Charter  
460 School shall provide to LACOE an all Staff Information List (certificated and non-certificated personnel)  
461 and documentation that all teachers hold a Commission on Teacher Credentialing certificate, permit, or  
462 other document equivalent to that which teachers in other public schools are required to hold, except as  
463 otherwise exempted by The Charter Schools Act.

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

470 L. Specific Roles to be Identified:

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

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

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

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

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

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

- 513 • A pre-opening site visit will be conducted regardless of whether the Charter School is locating in  
514 a facility provided by a district under EC § 47614 (Proposition 39), in a privately-leased facility, or  
515 in a facility to be occupied under any other arrangement.
- 516 • Prior to signing any lease or similar document, the Charter School will ensure compliance with  
517 EC § 17215 regarding sites located near runways or potential runways.
- 518 • The Charter School will provide a written signed Agreement (lease or other similar document)  
519 indicating the Charter School's right to use the principal school site and any ancillary facilities  
520 identified by the Charter School for the first year of the School's operation and upon any change.
- 521 • Prior to opening a site or before an existing school may occupy a new or different facility, LACOE  
522 will conduct a site review to determine that the facilities are clean, safe, Americans with Disabilities  
523 Act (ADA) compliant, and have the necessary local approvals to operate. The Charter School may  
524 not operate in the facility until the County Board has granted approval to do so. Section 1.4.O of  
525 this Agreement describes the pre-opening site visit process and requirements.
- 526 • At all times it is operational, the Charter School shall maintain on file, post as required, and furnish  
527 upon request, certification that its facility or facilities is/are located at a site or sites zoned and/or  
528 permitted for operation of a charter school (9-12) and has been cleared for use as a charter school  
529 by all appropriate local authorities (EC § 47610(d)). The facility shall meet all applicable fire  
530 marshal clearances, certificates of occupancy, signed building permit inspections, and approved  
531 zoning variances. The Charter School cannot exempt itself from applicable/local zoning or  
532 building code ordinances.
- 533 • If the Charter School seeks facilities from the district in which it intends to locate, or is located,  
534 under EC § 47614 (Proposition 39), it will follow applicable statute and regulations regarding  
535 timely submission of such a request to the district. LACOE will conduct a pre-opening site review  
536 to approve any facilities allocated to the school by the district.
- 537 • LACOE will conduct an annual facilities inspection to ensure the facility is adequate for the Charter  
538 School's needs, is safe, and complies with all applicable codes, laws, and ordinances. The school

- 539 will be expected to make any required corrections identified by the facilities inspection team within  
540 a timeframe that is commensurate with the violation, or concern.
- 541 • Once open, a Charter School may change facilities only with prior approval of the County Board.
  - 542 • Under ordinary circumstances, the Charter School shall provide LACOE not less than 60 days  
543 notification of any change in facilities in order for LACOE to conduct a site visit prior to students  
544 attending the new facilities. Under extraordinary circumstances, (e.g., a change of facilities  
545 necessitated by fire or natural disaster), LACOE may waive the pre-opening site visit.

**SECTION 2: EDUCATIONAL PERFORMANCE**

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

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

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

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

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

561 **2.2 Academic Performance**

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

566 It will be the responsibility of the Charter School to submit to the LACOE, in a timely manner, the results  
567 of the academic performance of the students, biannually. The results shall be provided for both English  
568 Language Arts and Mathematics. Those results should provide the comparison of the students from their  
569 baseline assessment to their mid-year and then to their end of year results.

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

572 This data must be submitted electronically in a format easily read by LACOE staff. In submitting  
573 benchmark school specific data, the Charter School must address how the students are progressing  
574 towards the measurable pupil outcomes written in the charter.

575 **2.3 Educational Program**

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

- 578 • Scope and sequence for all subjects to be offered by the Charter School during the school year  
579 and during any supplemental instruction offering.
- 580 • The complete educational program for students to be served during the first year and each  
581 subsequent year of operation including, but not limited to:
  - 582 (1) A description of the curriculum and identification of the basic instructional materials to be  
583 used.
  - 584 (2) Plans for professional development for instructional personnel who will deliver the  
585 curriculum and use the instructional materials, including agendas, topics to be covered, and  
586 speakers.

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

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

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

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

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

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

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

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

- 628 • California Assessment of Student Performance and Progress (CAASPP) results both in aggregate  
629 and disaggregated by numerically significant subgroups.

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

- 630 • Progress made toward each of the educational goals and student outcomes identified in the  
631 charter (Measurable Pupil Outcomes).
- 632 • Evidence that the Charter School is systematically examining student data and using it to drive  
633 decisions regarding curriculum and instruction.
- 634 • Names and results of any additional internal assessments used by the Charter School not  
635 identified in the charter.
- 636 • Plans to address areas identified as needing improvement by the Charter School.
- 637 • Evidence that the Charter School is financially sound based on certain criteria as indicated in  
638 Attachment B, Fiscal Oversight Requirements and Financial Reporting.
- 639 • Other relevant information as determined by LACOE or the County Board.

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

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

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

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

## 659 **2.6 Oral Report to the Los Angeles County Board of Education**

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

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

## 666 **2.7 Services for Students with Disabilities**

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

## 670 **2.8 Annual Assessment of Students**

671 The Charter School shall comply with all state and federal student assessment requirements. The Charter  
672 School shall test independent of LACOE, comply with all requirements of the Educational Testing Service

673 (ETS), and provide LACOE with an electronic copy of all Student Level Data provided by ETS within ten  
674 (10) days of receipt of the data from ETS.

### 675 **2.9 Independent Study**

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

680 The Charter School may, on a case-by-case basis, use short-term independent study contracts for  
681 students who receive prior approval for absences due to travel or extended illness of three (3) or more  
682 days of duration. Any such independent study will be limited to occasional, incidental instances of  
683 extended absences, and must be fully compliant with all independent study statutes and regulations  
684 applicable to charter schools.

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

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

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

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

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

## 703 **SECTION 3: FISCAL OPERATIONS**

### 704 **3.1 Funding**

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

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

### 713 **3.2 Fiscal Agent**

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

### 717 **3.3 Student Attendance Accounting and Reporting**

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

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

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

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

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

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

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

### 757 **3.4 Revenue and Expenditure Reporting**

758 The Charter School is required by EC § 47604.33 to submit periodic reports of revenues, expenditures,  
759 and reserves. The Charter School shall submit to LACOE monthly statement of cash flows, copies of  
760 bank statements, General Ledger, Revenue and Expenditure Summary, Statement of Financial Position,  
761 Statement of Fund Balance, Year-to-date Budget to Actual Statement and notes to financial statements  
762 in accordance with Attachment B, Fiscal Oversight Requirements and Financial Reporting. As part of the  
763 continuous oversight, LACOE shall make a periodic assessment of the charter's fiscal condition.

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

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

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

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

### 779 3.5 Annual Audit

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

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

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

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

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

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

### 802 3.6 Oversight Fees

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

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

821 The oversight fee shall be based on the LCFF Base Grant, Supplemental Grant and Concentration Grant  
822 funding provided to the Charter School at the Second Principal Apportionment (P-2).

### 823 **3.7 State Teachers Retirement System (STRS)/Public Employees Retirement System (PERS)** 824 **Reporting**

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

## 831 **SECTION 4: FULFILLING CHARTER TERMS**

### 832 **4.1 Material Revision to Charter**

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

- 836 • Substantial changes to the educational program (including the addition or deletion of an  
837 educational program), mission, or vision.
- 838 • Changing to or adding a nonclassroom-based program.
- 839 • Proposed changes in enrollment that increases or decreases by more than 20 percent +/- of the  
840 enrollment originally projected in the charter petition in any given year or a change that could  
841 significantly impact the academic or financial sustainability of the School.
- 842 • Addition or deletion of grades or grade levels to be served.
- 843 • Changes to location of facilities or lease agreements for the Charter School sites, resource  
844 centers, meeting space, or other satellite facility including the opening of a new facility; temporary  
845 locations rented for annual student testing purposes shall be exempted from this provision.
- 846 • Changing admissions requirements and procedures.
- 847 • Governance structure, including but not limited to: changes in number of board members, method  
848 by which new board members are selected, and/or changes in majority/quorum or other  
849 provisions relating to resolution approval.

- 850 • Entering into or revising a contract with an EMO/CMO.

#### 851 **4.2 State Assessments**

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

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

#### 862 **4.3 Site Visits**

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

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

880 EC § 47604.32(a)(2) requires LACOE to conduct a site visit at least annually. The purpose of the  
881 visits shall be to monitor the instructional program and operations in accordance with County Board  
882 of Education Policy 0420.4. The County Board and LACOE staff may inspect or observe any part of  
883 the charter school at any time. (EC § 47607(a)(5)).

#### 884 **4.4 Renewals**

885 Any renewal petition must be submitted to the governing board of the school district within the boundaries  
886 of which the charter school is located, in accordance with Section 47605.9. LACOE should provide the  
887 SBE with appropriate documentation regarding any action on renewal or any material revisions.

#### 888 **4.5 Notice of Violation, Opportunity to Remedy, and Revocation**

889 Although the California State Board of Education ("SBE") has designated its supervisory and oversight  
890 responsibilities for Charter School to LACOE, and LACOE has all monitoring and supervising authority  
891 of a chartering agency, including, but not limited to, powers and duties set forth in EC § 47607, the power  
892 of revocation remains with the SBE. Should LACOE determine that, pursuant to EC § 47607, grounds  
893 exist for revocation of Charter School's charter, LACOE shall immediately provide supporting  
894 documentation to the SBE.

895 **4.6 Closure Procedures**

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

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

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

916 If the Charter School is to close permanently for any reason (i.e., voluntary surrender, non-renewal, or  
917 revocation), LACOE shall serve written notice on the Charter School that closure procedures have been  
918 invoked. No later than 10 days after receiving that notice, the Charter School will meet with LACOE to  
919 plan for the orderly closing of the Charter School. Individuals present at that meeting shall include the  
920 individual the Charter School identified as responsible for closure, a member of the Charter School's  
921 governing board and LACOE staff that will work with the Charter School to complete all close out  
922 activities.

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

926 **SECTION 5: REQUIRED DISCLOSURES**

927 The preliminary or final written results of any investigation of the T.I.M.E. Community School will be  
928 provided as soon as possible, (within 48 hours of receipt), to the LACOE Charter School Office for its  
929 review. This includes, but is not limited to, any Notices of Violation or Orders to Comply from any federal,  
930 state or local agency. LACOE will determine whether the violation constitutes grounds for revocation  
931 under Education Code 47607(f).

932 The notice of any litigation in which the school is involved, the subject of litigation, and the potential  
933 liability, if any, to LACOE will be provided as soon as possible, (within 5 business days of receipt), to the  
934 LACOE Charter School Office.

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

Revised November 2018

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

942 **SECTION 6: NONDISCRIMINATION**

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

949 **SECTION 7: SEVERABILITY**

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

953 **SECTION 8: NON-ASSIGNMENT**

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

956 **SECTION 9: WAIVER**

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

961 **SECTION 10: NOTIFICATION**

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

To LACOE:

Business Services	or	Charter School Office
C/O Patricia Smith		C/O Indra Ciccarelli
Chief Financial Officer		Director II
Los Angeles County Office of Education		Los Angeles County Office of Education
9300 Imperial Highway		9300 Imperial Highway
Downey, CA 90242		Downey, CA 90242

To the Charter School:

Name: Gabriel Ramirez Title: Executive Director  
T.I.M.E. Community School  
616 Brigita Avenue  
Valida, CA 91744



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

### **I. Overview**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Annual Submission Timeline and Due Dates

Memorandum of Understanding between  
the Los Angeles County Office of Education  
and T.I.M.E. Community  
Site Timeline Submission  
2020 - 2021

Month due	Category	Report/Activity	Send to^	Date Submitted
June '20	Fiscal	Adopted Budget for Fiscal Year <b>2020-21 Board Approved: Due June 24, 2020.</b> Submit DAT & Excel files for details (i.e. budget assumptions, enrollment, ADA, staffing, etc.). The signature page with original signature is required.	BAS via Dropbox (BASCharters@lacoed.edu)	
June '20	Fiscal	COVID-19 Operations Written Report <b>Due June 24, 2020</b>	BAS & CSO	
Jul	Administrative	Local Control Accountability Plan (LCAP) and 2020 - 21 budget, approved by the school's governing board. <b>Due July 8, 2020*</b> <b>Note: Email PDF copy to CSO even if eLCAP filed.</b>	eLCAP ; LCAP cc: CSO	
Jul	Attendance	<b>New charters* or expanding grade level charters ONLY:</b> Submit certification pages for the PENSEC for signatures to PAAC no later than <b>July 17, 2020.</b> *Email PAAC for clarification as to whether you're considered a new charter	PAAC	
Aug	Administrative	Blank Employment Agreement/Contract for each employee type (i.e., certificated, non-certificated, mgnt., etc.). Please include a list of position titles applicable to each contract type. <b>Due Aug 10</b>	CSO	
Aug	Administrative	FERPA (Family Educational Rights and Privacy Act): Annual Parent Notification ( <a href="http://www2.ed.gov/policy/gen/guid/fpco/ferpa/parents.html">http://www2.ed.gov/policy/gen/guid/fpco/ferpa/parents.html</a> ) Sample copy of dated Notification: <b>Due Aug 10</b>	CSO	
Aug	Administrative	Parent/Student Handbook & Employee Handbooks: <b>Due Aug 10</b> (and when modified)	CSO cc: PAAC	
Aug	Administrative	School Contact Information (General & School Leadership Team): <b>Due Aug 10</b> (Use the templates provided by CSO) For changes during school year please update and resubmit the spreadsheet (Include name, phone and email address of Assessment Coordinator, Accountability Coordinator, Homeless Liaison, Foster Youth Liaison, Special Education Coordinator, Title IX Coordinator, School Counselor).	CSO	
Aug	Administrative	Site Lease Agreements signed: <b>Due Aug 10</b> (and when modified) If under Prop 39 shared agreement	CSO	
Aug	Administrative	Staff Information: Affidavit of DOJ Clearance. Site Administrator's signed statement that background checks have been completed for all staff. <b>Due one (1) week prior to first day of school.</b>	CSO	
Aug	Attendance	Instructional Calendar and Bell Schedules: Final Board approved calendars and bell schedules by <b>Aug 10 or 30 days prior to first day of school</b> – whichever is first - to PAAC and CSO. Bell Schedule by grade as follows: TK &K; 1st - 3rd; 4th - 8th; 9th - 12th (HS must include bell schedule by period(s)) If calendar/bell schedule need to be revised during the year, notify PAAC immediately and send a draft copy of revisions for review and feedback. Be sure to include: minimum days & the testing windows for CAASPP, ELPAC, CAST & PFT (as applicable).	PAAC & CSO	

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Site Timeline Submission  
2020 - 2021

Month due	Category	Report/Activity	Send to^	Date Submitted
Aug	Fiscal	Final, unaudited actual data of the prior year 2019-20 Board Approved: <b>Due on or before August 14, 2020</b> (Ed Code 42100(b)).	BAS cc: CSO	
Aug	Fiscal	Proof of Insurance (Worker's Comp., Comp. Bodily Injury & Property Damage Liability, Property Damage/Boiler & Machinery/Electronic Data Processing Insurance, etc. per MOU requirements): Annually, <b>30 days prior to start of school year</b>	Ebix (LACOE's Insurance Compliance Office); CSO	
Aug	Governance	Governing Board List of Members, Officers, Affiliations, and Contact Info (use Template provided by CSO): <b>Due Aug 10</b> (any changes within 10 days of any change re-submit spreadsheet)	CSO	
Aug	Governance	Bylaws signed: <b>Due Aug 10</b> (and within 10 days of any changes)	CSO	
Aug	Governance	Approved Governing Board Meeting Schedule for 2020 - 21: <b>Due Aug. 10</b> (and when modified)	CSO	
Aug	Governance	Organization Chart displaying relationship between governing board and school leadership: <b>Due Aug 10</b>	CSO	
Aug	Governance	All Board Policies: Including but not limited to, fiscal, suspension/expulsion, UCP, K/TK, graduation/credit, employment (if not in employment handbook or student/parent handbook), admissions/enrollment, and student fees. New policy on Suicide Prevention, Sexual harassment prevention training <b>Due Aug 10</b> (And when modified) Any new 2020 CDE requirements i.e. meal/nutrition, etc	CSO	
Aug	Instruc	<b>CAASPP: Dates of Testing Window Due Aug 10</b>	CSO	
Aug	Instruc	SELPA (Special Education Local Plan Area) Agreement: <b>Due Aug 10</b> (and when modified) ( <a href="http://www.cde.ca.gov/sp/se/as/caselpas.asp">http://www.cde.ca.gov/sp/se/as/caselpas.asp</a> )	CSO	
Aug	Instruc-EL	English Learner Plan: <b>Due Aug 10</b> ( <a href="http://www.cde.ca.gov/sp/el/">http://www.cde.ca.gov/sp/el/</a> )	CSO	
Aug	Instruc-EL	English Learner Waiver Program, annual information to parents: Sample of information to be sent to parents <b>Due Aug 10</b>	CSO	
Aug	Administrative	Scheduled Charter School Office Meetings: Fall and Spring. <b>Dates to be advised At least 1 Administrator from each site to attend</b>	N/A	
Sept	Administrative	Staff Information Lists using Excel spreadsheet template:(Certificated and non-certificated) and copies of teacher credentials ( <b>1 pdf file of all credentials</b> ): <b>Due : 2 weeks after first day of school and Feb. 3. Submit using Dropbox at <a href="mailto:lacoechoarterschooloffice@gmail.com">lacoechoarterschooloffice@gmail.com</a> (Include all certificated and/or licensed individuals who are on your site including independent contractors, long term subs, and those who provide services through an agency).</b>	CSO Dropbox	

Memorandum of Understanding between  
the Los Angeles County Office of Education  
and T.I.M.E. Community  
Site Timeline Submission  
2020 - 2021

Month due	Category	Report/Activity	Send to^	Date Submitted
Sept	Administrative	Notification of Changes to Teacher Credentialing and Teacher/Admin. staff, after the 1st Staff List submission: Submit within three (3) business days via <a href="#">Google Form link below (Sept - June, 20, 2020)</a> The following updates need to be submitted when: 1.) An employee leaves the school for any reason 2.) A new staff member is hired 3.) A new contractor is hired 4.) Change in credential or permit (renewals, expirations and/or additions) 5.) Change of fingerprint/TB status <b>Must be included with updates and additions</b>	CSO	
Sept	Administrative	<a href="#">DOCUMENT LINK: Teacher Credential/Staffing/Contractor changes</a>		
Sept	Administrative	Master Schedule sort by teacher, listing all the course they teach-(by period if applicable): <b>Due with Staff List 2 weeks after first day of school</b>	CSO	
Sept	Instruc-EL	EL Placement Parent Letter - To parents no later than 30 days after the start of the school year or within two weeks of student placement. Sample of letter to be sent to parents <b>Due Aug 10</b> ( <a href="http://www.cde.ca.gov/ta/tg/el/resources.asp">http://www.cde.ca.gov/ta/tg/el/resources.asp</a> )	CSO	
Sept	Instruc-Spec Ed	Quarterly Special Education Report (LACOE Form) <b>Due the end of month Sept.</b>	CSO	
Sept	Instruc	UC Doorways Course Submission: (High Schools Only). 20-21 Submission cycle opened in February 2020 and closes in September. 2020. ( <a href="http://www.ucop.edu/doorways">http://www.ucop.edu/doorways</a> ) <b>Due: September 30, 2020</b>	CSO	
Oct	Administrative	Student Information List: <b>Due Oct. 9. Use LACOE Template. Submit using Dropbox at <a href="mailto:lacoechoarterschooloffice@gmail.com">lacoechoarterschooloffice@gmail.com</a></b>	CSO	
Oct	Attendance	<b>New charters* or expanding grade level charters ONLY:</b> Submit certification pages for the Charter 20 Day Attendance Report for signatures to PAAC no later than <b>October 16, 2020</b> . These reports must be certified electronically before certification page can be generated. See CDE website for details, instructions and PIN information: <a href="http://www.cde.ca.gov/fg/aa/pa/">http://www.cde.ca.gov/fg/aa/pa/</a> <b>*Email PAAC for clarification as to whether you're considered a new charter</b>	PAAC	
Oct	Fiscal	Monthly Cash Flow projections submitted on Quarterly Basis: <b>Due 15 days after quarter ends</b>	BAS cc: CSO	
Oct	Fiscal	Quarterly Consolidated Financial Reports - submitted on Quarterly Basis: <b>Due 15 days after quarter ends</b>	BAS cc: CSO	
Oct	Instruc	CBEDS (California Basic Educational Data System) reporting date is the <b>first Wednesday in October</b> . Data should be submitted online. See CALPADS website for data submission windows. ( <a href="http://www.cde.ca.gov/ds/dc/cb/">http://www.cde.ca.gov/ds/dc/cb/</a> )	CDE	

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Nov	Administrative	DRAFT Annual Report to LACOE (Written): <b>Due Nov. 16, 2020</b>	CSO	
Dec	Attendance	P-1 State Attendance Report : Certified data file e-mailed by <b>Dec 18, 2020</b> . Send original signature documents sent after data file is accepted by PAAC.	PAAC	
Dec	Fiscal	First Interim Financial Report: <b>Due Dec 9</b> (Ed Code 47604.33)	BAS cc: CSO	
Dec	Fiscal	Annual Audit Report for FY 19-20 Local Control Accountability Plan (LCAP) FY 2020-2021: <b>Due Dec 15</b> (Ed Code 41020(h)). <u>Extension requests for filing the Annual Audit Report must be submitted to LACOE <b>four weeks prior to Dec 15.</b></u>	State CO, CDE, BAS	
Dec	Fiscal	LCAP (Draft) for Fiscal Year <b>2020-21 Due Dec. 31, 2020</b> . (Note: This submission is separate from submitting to LACOE as the COE as described at <a href="http://www.lacoe.edu/SchoolImprovement/LCAP.aspx">http://www.lacoe.edu/SchoolImprovement/LCAP.aspx</a> ) <b>Need to also provide Board Mtg Agenda and minutes. Draft minutes okay until final has been ratified/approved.</b>	BAS & CSO	
Dec	Instruc-Spec Ed	Quarterly Special Education Report (LACOE Form) <b>Due the last day of school prior to Winter Break</b>	CSO	
Dec	Instruc-Title I	School Plan/Single Plan for Student Achievement (if applicable) <b>Due Dec. 15</b>	CSO	
Jan	Administrative	Copy of Intent to Enroll/ Lottery Application and <b>Enrollment Forms: Due Jan. 6, 2021 for school year 2021-22</b>	CSO	
Jan	Fiscal	Monthly Cash Flow projections submitted on Quarterly Basis: <b>Due 15 days after quarter ends</b>	BAS cc: CSO	
Jan	Fiscal	Quarterly Consolidated Financial Reports - submitted on Quarterly Basis: <b>Due 15 days after quarter ends</b>	BAS cc: CSO	
Jan	Instruc	AP Course Audit (High School Only) Submission due no later than <b>Jan. 31, 2021</b> . Print screen of approved courses for 2020-21 and email to CSO	CSO	
Feb	Administrative	Annual Report with SARC (School Accountability Report Card) Submitted to LACOE <b>Due: Feb. 3</b>	CDE & CSO	
Feb	Administrative	Comprehensive School Safety Plan 2021-22 DRAFT (For review and feedback)(Include emergency drill calendar and staff training schedule including mandated reporting): <b>Due: Feb. 3</b>	CSO	
Feb	Administrative	Staff Information Lists using FEB 2021 Tab in Excel spreadsheet submitted in Aug. (Certificated and non-certificated) and copies of teacher credentials ( <b>1 pdf file of all credentials</b> ): <b>Due Feb. 3. Submit using Dropbox at <a href="mailto:lacoechoarterschooloffice@gmail.com">lacoechoarterschooloffice@gmail.com</a></b> <b>(Include all certificated and/or licensed individuals who are on your site including independent contractors, long term subs, and those who provide services through an agency).</b>	CSO	

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Feb	Administrative	Notification of Changes to Teacher Credentialing, Teacher and/or Admin. Staff <b>(March, 2021 - June 20, 2021)</b> : Submit within three (3) business days via <a href="#">Google Form link below</a> . The following updates need to be submitted when: 1.) An employee leaves the school for any reason 2.) A new staff member is hired 3.) A new contractor is hired 4.) Change in credential or permit (renewals, expirations and/or additions) 5.) Change of fingerprint/TB status <b>Must be included with updates and additions</b>	CSO	
Feb	Administrative	<a href="#">DOCUMENT LINK: Teacher Credential/Staffing/Contractor changes</a>		
Feb	Administrative	Master Schedule sort by teacher, listing all the courses they teach (by period if applicable): <b>Due with Staff Feb. 3</b>	CSO	
Feb	Administrative	Student Information List: <b>Due Feb. 3 Submit using Dropbox at <a href="mailto:lacoechoarterschooloffice@gmail.com">lacoechoarterschooloffice@gmail.com</a> (Updating the FEB tab in spreadsheet submitted in Oct.)</b>	CSO	
Mar	Administrative	Comprehensive School Safety Plan 2021-22 D(Include emergency drill calendar and staff training schedule including mandated reporting): <b>Due: Mar 1</b>	CSO	
Mar	Fiscal	Second Interim Financial Report: <b>Due March 9, 2021</b> (Ed Code 47604.33 due 3-15)	BAS cc: CSO	
Mar	Fiscal	Annual Audit Contract for 2018-19: <b>Due March 15, 2021</b> . Submit cover letter and Board minutes approving auditor and copy of signed contract.	BAS cc: CSO	
Mar	Instruc-Spec Ed	Quarterly Special Education Report (LACOE Form) <b>Due the end of month Mar</b>	CSO	
April	Administrative	LCAP Annual Update <b>Due: April 3</b>	CSO	
April	Attendance	P-2 State Attendance Report: Original signature documents received & certified data file e-mailed by <b>Apr. 9, 2020</b> . Send original signature documents sent after data file is accepted by PAAC.	PAAC	
April	Fiscal	Monthly Cash Flow projections submitted on Quarterly Basis: <b>Due 15 days after quarter ends</b>	BAS cc: CSO	
April	Fiscal	Quarterly Consolidated Financial Reports - submitted on Quarterly Basis: <b>Due 15 days after quarter ends</b>	BAS cc: CSO	
April	Governance	Form 700: Filed charter authorization, annual filing <b>Due by April 1st</b> . Taking office and/or leaving board filings <b>due within 30 days of change in board membership</b> . <b>How are brand new Charter schools submitting Form 700 in the beginning</b>	LACOE CSO	
May	Administrative	Scheduled Charter School Office Meetings: <b>Spring Meeting TBA. At least 1 Administrator from each site to attend</b>	N/A	

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June	Facilities	Charter School Annual Site Information Survey: <b>due to CDE in June; Monitor CDE Website</b> ( <a href="http://www.cde.ca.gov/sp/cs/ac/">http://www.cde.ca.gov/sp/cs/ac/</a> ) Send CSO a copy of CDE submission	CDE cc:CSO	
June	Attendance	Instructional Calendar and Bell Schedules: Preliminary Schedules for 2021 - 22: Due <b>June 7, 2021</b> or 30 days prior to class starting. PAAC will review and provide feedback re compliance with instructional time, and ADA maximization. Bell Schedule by grade as follows: TK &K; 1st - 3rd; 4th - 8th; 9th - 12th (HS must include bell schedule by period(s)). <b>Final Board Approved due by Aug. 7, 2021 or 30 days prior to first day of school whichever is first.</b>	PAAC & CSO	
June	Instruc	Graduation and 12th Grade list: Submit roster of <b>all</b> 12th grade students that are or were enrolled during current school year. Include full name, date of birth and <b>graduation status, with explanation for non-grads. (i.e. Drop out, Transfer, pending etc.)</b> <b>Submit a Graduation list of all graduates and copy of Final Transcript. Due by June 30.</b> Submit using Dropbox to <a href="mailto:lacoechoarterschooloffice@gmail.com">lacoechoarterschooloffice@gmail.com</a> in folder with PDF of transcript.	CSO Dropbox	
June	Instruc	Copy of Official Transcript to be printed and filed in each students CUM file at end of year.	FYI	
June	Instruc-Spec Ed	Quarterly Special Education Report (LACOE Form) <b>Due the last week of school.</b>	CSO	
June	Fiscal	Preliminary Budget for Fiscal Year 21-22: <b>Due June 24, 2021.</b> Submit DAT & Excel files for details (i.e. budget assumptions, enrollment, ADA, staffing, etc.). The signature page with original signature is required.	BAS	
June	Fiscal	LCAP for Fiscal Year 2021-22: <b>Due June 24, 2021.</b> Submit along with the Preliminary Budget for FY 2019-20. (Note: This submission is separate from submitting to LACOE as the COE as described at <a href="http://www.lacoe.edu/SchoolImprovement/LCAP.aspx">http://www.lacoe.edu/SchoolImprovement/LCAP.aspx</a> ) <b>Need to also provide Board Mtg Agenda and minutes. Draft minutes okay until final has been ratified/approved.</b>	BAS & CSO	
June	Instruc	Summer Session and or ESY Schedule (including days and hours): <b>Due no later than 2 weeks prior to start of summer session for all 10-Month Charters.</b>	PAAC cc: CSO	
Daily	Instruc	CALPADS (California Longitudinal Pupil Achievement Data System): Upload all required student data. Follow CALPADS guidelines. ( <a href="http://www.cde.ca.gov/ds/sp/cl/rptcalendar.asp">http://www.cde.ca.gov/ds/sp/cl/rptcalendar.asp</a> )	CDE	
Jul '21	Instruc	P-3 State Annual Attendance Report : Original signature documents received and certified data file e-mailed by <b>July 2, 2021</b> . Send original signature documents sent after data file is accepted by PAAC.	PAAC	
Jul '21	Attendance	Summer Session Attendance Reports: <b>Due no later than the Friday following the close of the summer session</b> (if applicable) for all 10-Month Charters.	PAAC	

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Jul '21	Fiscal	Monthly Cash Flow projections submitted on Quarterly Basis: <b>Due 15 days after quarter ends</b>	BAS cc: CSO	
Jul '21	Fiscal	Quarterly Consolidated Financial Reports - submitted on Quarterly Basis: <b>Due 15 days after quarter ends</b>	BAS cc: CSO	
Aug '21	Fiscal	Final Unaudited Financial Report for the full prior year FY 2020-21. Both DAT file and Form CA with original signatures must be received.		
Monthly	Attendance	Monthly Attendance Reports: Must be received by the first Friday after end of the attendance month. Exceptions P-1, P-2 and P-3/Annual closing periods: the attendance reports for the last month in the reporting period must be received by the first Wednesday after the end of the attendance month. Amendments: must be received as soon as created, or no later than the next attendance month.	PAAC	
Monthly	Attendance	Monthly Student Exits and Entries: Submit a monthly Excel spreadsheet (Use the Template provided by CSO) of students who have exited and/or entered each reporting period, with Monthly Attendance Report.	PAAC & CSO	
Monthly	Fiscal	Monthly Financial Reports: <b>Must be received by the 15th day of the following month:</b> 1) Monthly bank statements, 2) Monthly bank reconciliation, 3) Monthly general ledger, 4) Statement of revenue and expenses, 5) Statement of financial position, 6) Year to date Budget to Actual Statement, 7) Notes to financial statements, 8) Schedule of Debts/Liabilities, 9) Copies of quarterly payroll tax reports, 10) Copies of Annual Tax returns.	BAS	
Monthly	Governance	Governing Board Regular ( <b>72hrs prior to meeting date/time</b> )& Special Meeting Agenda ( <b>24hrs prior to meeting date/time</b> ) : When posted per Brown Act.	CSO	
Monthly	Governance	Full Board/Agenda Packet (provided to the governing board) prior to meeting	CSO	
Monthly	Governance	Board Audio recording, any approved minutes, items & resolutions submitted <b>w/in 10 working days after meeting</b>	CSO	
Monthly	Administrative	Notification of Changes to Teacher Credentialing and Staffing: Submit within three (3) business days via <u>Google Form link below</u> . The following updates need to be submitted when: 1.) An employee leaves the school for any reason 2.) A new staff member is hired 3.) A new contractor is hired 4.) Change in credential or permit (renewals, expirations and/or additions) 5.) Change of fingerprint/TB status <b>Must be included with updates and additions</b>	CSO	
Monthly	Administrative	<u><a href="#">DOCUMENT LINK: Teacher Credential/Staffing/Contractor changes</a></u>		

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	Instruc	CAASPP: Testing Schedules <b>Due 2 weeks prior to first day of the testing window</b>	CSO	
	Instruc	WASC: Accreditation timeline/report, if applicable. Follow individual school plan submission and visitation cycle. ( <a href="http://www.acswasc.org/">http://www.acswasc.org/</a> )	CSO	
	Instruc-EL	ELPAC Annual Testing Window	FYI	
	Instruc-EL	EL Initial Assessment - Within 30 days of enrollment for students not previously enrolled in a CA school ( <a href="http://www.cde.ca.gov/ta/tg/el/cefceltdt.asp">http://www.cde.ca.gov/ta/tg/el/cefceltdt.asp</a> )	FYI	
	Site Visit	Site Facility Inspections (TBD by Facilities Planning Unit)	N/A	
	Site Visit	Site Visit Per EC 47604.32 (TBD)	N/A	
		<p><b>^Key to Abbreviations when sending submission items:</b>            CDE = California Department of Education            CSO = Charter School Office (<a href="mailto:payne_sandra@lacoedu.edu">payne_sandra@lacoedu.edu</a>; copy assigned Coordinator)***  <b>Dropbox:</b> <a href="mailto:lacoedcharterschooloffice@lacoedu.edu">lacoedcharterschooloffice@lacoedu.edu</a>  <b>PAAC = Pupil Attendance</b> (<a href="mailto:chau_jeff@lacoedu.edu">chau_jeff@lacoedu.edu</a>)            LCAP = e-LCAP filing or per instructions on paper submission see <a href="https://elcap.lacoedu.edu">https://elcap.lacoedu.edu</a>            BAS = Business Advisory Services submit to dropbox  <b>BAScharters@lacoedu.edu</b>            CAASPP = California Assessment of Student Performance &amp; Progress            FYI = For Your Information (no documents to submit)</p>		

**Attachment D**

Action of the State Board of Education to Authorize the Charter School and the Memorandum of Understanding between LACOE and SBE

## California State Board of Education Public Session July 9, 2020

Thursday, July 9, 2020 – 8:30 a.m. Pacific Time ±  
California Department of Education  
1430 N Street, Room 1101  
Sacramento, California 95814

- Call to Order
- Salute to the Flag
- Communications
- Announcements
- Special Presentations  
*Public notice is hereby given that special presentations for informational purposes may take place during this session.*
- Agenda Items
- Adjournment

**President Darling-Hammond called the meeting to order at approximately 8:55 a.m.**

### AGENDA ITEMS DAY 2

#### Re-Open Item 01

**Subject:** STATE BOARD PROJECTS AND PRIORITIES.

Including, but not limited to, future meeting plans; agenda items; and officer nominations and/or elections; State Board appointments and direction to staff; declaratory and commendatory resolutions; Bylaw review and revision; Board policy; approval of minutes; Board liaison reports; training of Board members; State Superintendent of Public Instruction Report; State Board of Education's President's Report; and other matters of interest.

**Type of Action:** Action, Information

**Recommendation:** The SBE staff recommends that the SBE:

3. Approve the Preliminary Report of Actions/Minutes for the May 7, 2020 meeting. (Attachment 1).
4. Hear Board member liaison reports.

**ACTION:** Member Navo moved to approve the Preliminary Report of Actions/Minutes for the May 7, 2020 meeting (Attachment 1).

Member Pattillo Brownson seconded the motion.

**Yes votes:** Members Darling-Hammond, Navo, Pangelinan, Pattillo Brownson, Rucker, Straus, and Sun.

**No votes:** None

**Member Absent:** Member Burr

**Abstentions:** Members Glover-Woods, McQuillen, and Rodriguez

**Recusals:** None

The motion passed with 7 votes.

### **Item 19**

**Subject:** Petition for the Establishment of a Charter School under the Oversight of the State Board of Education: Consideration of T.I.M.E. Community School, which was denied by the Montebello Unified School District and Los Angeles County Office of Education.

**Type of Action:** Action, Information, Hearing

**Recommendation:** The CDE recommends that the SBE hold a public hearing to deny the TCS petition. In its review, the CDE found the T.I.M.E. Community School (TCS) petition to be consistent with sound educational practice and the educational program outlined in the petition to be innovative. However, the CDE has concerns with the lack of start-up funds and the uncertainty of TCS' ability to implement the program in a fiscally viable manner. Additionally, the CDE finds that the TCS petition does not provide reasonably comprehensive descriptions of all of the required elements.

If approved by the SBE, in the alternative to oversight by the SBE, LACOE has agreed to become the authorizer of TCS as provided by *Education Code (EC)* Section 47605(k)(1).

### **Advisory Commission on Charter Schools Recommendation**

The ACCS considered the TCS petition at its June 9, 2020, meeting. The ACCS voted to approve the TCS petition with a delay in opening for one year and with the understanding that TCS will be in operation for four years. The motion passed by a vote of seven to two.

**President Darling-Hammond opened the public hearing at approximately 10:00 a.m.**

**President Darling-Hammond closed the public hearing at approximately 10:51 a.m.**

**ACTION:** Member Sun moved to approve the T.I.M.E. Community School petition with the following conditions:

1. Approve the T.I.M.E. Community School for a term of 5 years effective July 1, 2020.
2. T.I.M.E. Community School will delay opening and start instruction in the 2021-22 school year.

3. T.I.M.E. Community School will produce evidence that they have met prospective enrollment for the 2021-22 school year, plus or minus 25 percent.
4. T.I.M.E. Community School will submit to the CDE a revised budget with updated information to show that T.I.M.E is fiscally solvent and able to open in the 2021-22 school year.
5. T.I.M.E. Community School will submit to the CDE evidence of their facilities lease and appropriate permits and submit to facilities inspection that is required for all SBE authorized charter schools.
6. T.I.M.E. Community School will correct the deficiencies in the petition identified by CDE in Attachment 1 and July 2020 SBE board item.
7. All of corrected documentation shall be submitted to the CDE by April 29, 2021.
8. If there are questions whether these conditions have been satisfied, T.I.M.E. Community School will come back to the SBE for resolution.
9. The board delegates oversight to the Los Angeles County Office of Education (LACOE).

Member McQuillen seconded the motion.

Yes votes: Members Darling-Hammond, Glover-Woods, McQuillen, Navo, Pangelinan, Pattillo Brownson, Rodriguez, Rucker, Straus, and Sun.

No votes: None

Member Absent: Member Burr

Abstentions: None

Recusals: None

The motion passed with 10 votes.

## **Supervisory and Oversight Assurances for the Oversight of T.I.M.E Community School**

California *Education Code (EC)* Section 47605 (k)(1) and (2) specifies, among other things, that the California State Board of Education (SBE) may, by mutual agreement, designate its supervisory and oversight responsibilities for a charter school approved by the SBE to any local educational agency in the county in which the charter school is located, and this designated local educational agency shall have all monitoring and supervising authority of a chartering agency, including, but not limited to, powers and duties set forth in Section 47607, except the power of revocation, which shall remain with the SBE. Therefore, the Los Angeles County Office of Education (LACOE) would be responsible for hearing any requests for a material revision. Any renewal petition must be submitted to the governing board of the school district within the boundaries of which the charter school is located, in accordance with Section 47605.9. LACOE should provide the SBE with appropriate documentation regarding any action on renewal or any material revisions. Should LACOE determine that, pursuant to *EC* Section 47607, grounds exist for revocation of the charter, LACOE shall immediately provide supporting documentation to the SBE.

In exchange for conducting supervisory and oversight responsibilities for the charter school, LACOE and the SBE agree that the supervisory oversight fee charged to the charter school in accordance with Section 47613 shall be provided directly to LACOE instead of the SBE.

In willingly accepting supervisory and oversight responsibility for T.I.M.E (Teamwork, Individualization, Mastery, and Extension) Community School (TCS), approved by the SBE on July 9, 2020, LACOE certified that it will comply with each of the following assurances:

1. Comply with all applicable sections of the *EC, California Code of Regulations*, and other requirements as specified by the SBE regarding oversight responsibilities of a charter.
2. Pursuant to *EC* Section 47604.32, identify at least one person at the COE as a contact person for the charter school.
3. Visit and examine TCS at reasonable intervals, at least annually, to observe operation and learn of problems in accordance with *EC* Section 1240 and *EC* Section 47604.32.
4. Maintain responsibility for the fiscal oversight of TCS in accordance with *EC* Section 1240.
5. Monitor the fiscal condition of the TCS and determine if the budget allows TCS to meet its financial obligations and multi-year financial commitments in accordance with *EC* sections 47604.32 and 42127.

6. Review the interim reports and adopted budget of TCS for compliance and standards adopted by the SBE.
7. Ensure that TCS complies with all reports required of charter schools by law, including the annual update, in accordance with *EC* Section 47604.32.
8. Provide timely notification to the California Department of Education (CDE) if TCS ceases operation for any reason.
9. Prepare a June Information Memo on the academic performance of TCS for the SBE.
10. Prepare an August Information Memo on the fiscal status of TCS for the SBE.
11. Prepare other reports and memos regarding TCS as requested by the SBE.

These assurances shall remain in full force and effect unless the SBE or LACOE communicates written intent to dissolve or enter into a different oversight arrangement.

These assurances must be signed by the County Superintendent of Schools and returned to CDE.

LACOE accepts the opportunity to enter into a mutual agreement with the SBE and the CDE for the supervisory and oversight responsibility for TCS.



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Debra Duardo, M.S.W., Ed.D., Superintendent

Oct 19, 2020

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Date

Request for Taxpayer Identification Number and Certification

(Provided as a separate file)