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Memorandum of Understanding

Between the

California State Board of Education,

and

Baypoint Preparatory Academy–San Diego

July 1, 2018–June 30, 2023

Rev. June 2017

Memorandum of Understanding Between the California State Board of Education, and Baypoint Preparatory Academy–San Diego

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Introduction

This Memorandum of Understanding (MOU) is made and entered into by and between the California State Board of Education (SBE) and Baypoint Preparatory Academy–San Diego "the School." In this document, the SBE and the School shall collectively be referred to as "the Parties." At times, the California Department of Education (CDE) will be referred to in conjunction with oversight work, as the SBE has delegated to the CDE certain specific duties, as specified in this MOU.

Purpose of the Memorandum of Understanding

The SBE authorized the School to operate as a California Public Charter School under the State of California Charter Schools Act of 1992 (the Act) on March 15, 2018, by approving the School's petition for establishment of a charter School. The SBE as the authorizing agency has delegated to the CDE its obligations to oversee the School under the terms of this MOU, the provisions of the School's charter, applicable federal, state, and local laws and regulations.

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

The SBE recognizes that there are a limited number of matters related to the operation of the School that go beyond the provisions in the School's charter and acknowledges that the School's board of directors, governance council, and administrators will operate the School appropriately under the provisions of the charter. This MOU addresses matters that are not covered in the charter and provides guidance on the SBE oversight policies and procedures, including any, which may have been delegated to CDE. Additionally, this MOU outlines the Parties' agreements governing their respective fiscal and administrative responsibilities and legal relationships.

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

- Implementing the provisions of the approved charter and providing a rigorous instructional program that ensures the academic achievement of all pupils and all pupil subgroups.
- Adhering to all federal, state, and local laws and regulations that apply to the School.
- Operating the School prudently in all respects.
- Providing a sound education pursuant to the California *Education Code* (*EC*).

Term of Memorandum of Understanding

This MOU shall commence on the date upon which it is fully executed by duly authorized representative of the SBE and the School and shall cover the term of the charter. This MOU between the SBE and Baypoint Preparatory Academy–San Diego is inclusive of Attachments A–C. This MOU is subject to termination during the term or during any subsequent renewal as specified by law or as otherwise set forth in this MOU.

Duly authorized representatives of the Charter School and the SBE are:

- A duly authorized representative of the School is the Administrative Director, governing board president, chief executive officer/director of the School, or a designee appointed by the School's governing board or Administrative Director **as specified in the charter petition**.
- A duly authorized representative of the SBE is the State Board President, the Executive Director or his or her designee.

This MOU may be signed in counterparts each of which shall be deemed an original, but all of which together will constitute one and the same instrument. This MOU is for the term of the charter, shall be reviewed at least annually, and may be amended or augmented by addendum at any time with mutual agreement of the parties. The approved MOU (including any addendums) continues during the term of the charter, so long as the School is operational, but automatically expires if the School becomes non-operational, typically because of non-renewal, revocation, or renewal by a school district.

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

Term of Charter

The School is a public Transitional Kindergarten through grade eight school that will operate pursuant to a charter authorized by the SBE on March 15, 2018, and this MOU.

The School will be known as Baypoint Preparatory Academy–San Diego located at a facility to be determined within the boundaries of the San Marcos Unified School District, and will commence operations between July 1 and September 30, 2018, subject to the conditions specified by the SBE.

The School's charter is authorized for a five-year period, ending June 30, 2023. The SBE reserves the right to approve amendments to the charter and/or revoke the charter pursuant to *EC* Section 47607. No amendment or variation of the terms of this MOU shall be valid, unless made in writing, signed by both parties, and approved by the SBE. If the School's charter is renewed or amended, a new MOU will be presented to the School for signature.

Section 1: Governance and Organizational Management

The School will be operated by Baypoint Preparatory Academy–San Diego "Governing Board." The School is a separate legal entity and neither the SBE nor the CDE is liable for the debts and obligations of the School, or for claims arising from the performance of acts, errors, or omissions by the School. The SBE reserves the right to appoint a voting member to the Governing Board to represent its interests in accordance with *EC* Section 47604. General purpose entitlement funding will be used for any public school purpose determined by the governing body of the charter school pursuant to *EC* 47633(c). The School will use all revenue received from state and federal sources only for the educational services specified in the charter and this MOU for the pupils enrolled and attending the School. Funding must be used in accordance with applicable federal and state laws and regulations and the terms or conditions of any grant or donation received.

Organization

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

The School will provide the CDE with immediate written notice of any personnel changes in the School's directors, officers, and/or administrators.

Establishment of Governance Structure (Governing Board)

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

- Articles of Incorporation
- Bylaws approved by the governing board, roster, biographies, and contact information of current governing board members
- The annual calendar of governing board meetings, including a description of how parents and community members will be notified of the meetings, will be posted on the Internet

Governing Board Responsibilities

Governing Board Meetings

The Governing Board agrees to conduct public meetings to ensure that the governing board approves and implements effective policies and procedures for the School. The

School agrees that all meetings will be conducted and agendas posted in accordance with the Ralph M. Brown Act requirements pursuant to (California *Government Code* [*GC*] sections 54950–54962). All meeting agendas will be posted on the School's Web site no less than 72 hours prior to each meeting, unless the meeting is called pursuant to *GC* Section 54956 or 54956.5. All policies, policy changes, and approved minutes will be posted on the School's Web site within 30 days of the associated meeting of the Governing Board.

Brown Act Training

The School will provide Brown Act training to its Governing Board members and administrative staff of the School prior to their execution of any duties. The School will certify to the CDE that the Governing Board and the administrative staff were trained in the Brown Act.

Conflict of Interest Policies

The Governing Board will adopt policies and procedures regarding conflicts of interest, including provisions related to nepotism for the Governing Board, and the School's employees, vendors and contractors, to: (1) ensure that no action taken by an individual or the School results in actual or apparent conflicts of interest; and (2) verify that all Governing Board members and School administrators have participated in conflict of interest training.

Governing Board Policies

In addition to policies addressed in the Petition, the Governing Board will adopt policies or procedures to guide the operation of the School.

- *Campus Supervision:* Including, but not limited to, the supervision of pupils before and after school, and while on campus, pupil pick-up, as well as a procedure for visitors to enter and leave the campus. This policy will be posted on the School's Web site.
- *Safety Plan:* The safety and emergency plan will address at a minimum, fire emergencies, earthquakes and other natural disasters, civil disorder, accidents, injuries, and other threats to the health and safety of pupils and staff. The School will provide training for staff in responding to emergencies and conduct emergency response drills for its pupils. This policy will be posted on the School's Web site.
- *Notice to Parents/Guardians:* At all times it is operational, the School will have posted on the Internet information concerning the rights of parents and guardians under the federal Elementary Secondary Education Act (ESEA), if applicable, and the Family Educational Rights and Privacy Acts (FERPA), and will update the posting as quickly as possible whenever the information changes. The School will also provide a hardcopy of the information to each family at the beginning of each school year.

- *Family Educational Rights and Privacy Act:* Parents and students of the School have a legitimate educational interest such that they are entitled to access to education records under 20 U.S.C.A. § 1232g, the Family Educational Rights and Privacy Act (FERPA). The School, its officers and employees will comply with FERPA at all times. In addition, it is agreed that CDE employees with legitimate educational interests will also have access to those records. Records will, at a minimum, include emergency contact information, health and immunization data, attendance summaries, and academic performance data from the statewide pupil assessments required pursuant to *EC* sections 60605 and 60851.

Administration

Enrollment and Admissions Documentation: At all times it is operational, the School will have the following information posted on the Web site and will update the posting as quickly as possible whenever the information changes:

- Descriptions of continued outreach and recruitment activities to reach target population.
- Procedures for application, the public random drawing, enrollment, and admission. A copy of any application and enrollment forms and information provided to prospective families.

Insurance and Risk Management

Prior to opening (or such earlier time as School may employ individuals or acquire or lease property or facilities for which insurance would be customary) the School must submit documentation to the CDE of adequate insurance coverage:

- *Property Insurance:* For replacement value, if offered by the insurance carrier, including coverage for all assets listed by the School, including property inventory and consumables. If full replacement value coverage is not available, the School shall procure property insurance in amounts as close to replacement value as possible.
- *General Liability:* At least $2,000,000 per occurrence and $5,000,000 in total liability, general liability insurance, providing coverage for negligence, errors and omissions/educators legal liability, abuse and molestation, and employment practices liability of the School, its governing board, officers, agents, employees, or students. The deductible per occurrence for said insurance shall not exceed $20,000 for any and all losses resulting from negligence, errors, and omissions of the School, its governing board, officers, agents, employees, or students.
- *Workers' Compensation:* In accordance with the provisions of the California *Labor Code*, insurance adequate to protect the School from claims under Workers' Compensation Acts, which may arise from its operation, with statutory limits.
- *Automobile Insurance:* To the extent necessary and in amounts appropriate for the type and use of the automobile.

The School will provide evidence of insurance coverage to the CDE prior to opening and workers' compensation, and automobile, which shall be based on the type and amount of insurance coverage maintained in similar settings.

Evidence of insurance coverage shall also be provided to the CDE annually thereafter, and the School will instruct the insurance carriers to notify the CDE immediately if the coverage becomes inoperative for any reason. The SBE may request to see evidence of insurance coverage at any time. If the School is advised by its insurance carrier, broker or joint powers authority that it should increase the limits contained in any of the above policies based on an audit or any other business necessity, the School will increase the limits on said policies and forward the revised evidence of insurance coverage to the CDE.

In addition, the School will institute risk management policies and practices to address reasonably foreseeable incidents. The School will hold harmless, defend, and indemnify the SBE and the CDE, all officers and employees, from every liability, claim, or demand that may be made for any reason. In cases of such liabilities, claims, or demands, the School at its own expense and risk will defend all legal proceedings that may be brought against it and/or the SBE and/or the CDE, their officers and employees, and satisfy any resulting judgments up to the required amounts that may be rendered against any of the Parties mentioned herein.

All claims and/or settlements between the School or one of its employees, or the School's insurance carrier and another party, must be reported to the CDE, regardless of whether the claim or settlement involves financial compensation or not, if the settlement pertains to resolution of claims regarding suspected child abuse or an inappropriate relationship with a minor.

Teacher Credentials

The School will certify compliance with the Every Student Succeeds Act (ESSA), and *EC* Section 47605(l). Teachers may be assigned solely based on state certification and licensure criteria. Therefore, teachers are legally assigned so long as the assignment has been based upon the issuance of a California license or certificate, including the use of *EC* options and permits that allow teachers to teach outside of their certification area. The School will have on file evidence that teachers hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold as required by *EC* Section 47605(l).The School will provide the CDE with the names of all credentialed staff, their credential types, and teaching assignment within six weeks after the start of school. The School must also upload their credential information to the File Transfer Protocol (FTP) at least 30 days before the first day of the site visit.

Business Services, Education Management, and Vendor Contracts

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

and their cost, the term of the contract, and the School's provisions for monitoring the contract to ensure compliance with the contract and quality of service.

In addition, if the School contracts with an education management organization (EMO) or charter management organization (CMO), the School will provide the following:

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

Exclusive Employer

The School, and not the SBE, is the exclusive employer of all School employees for the purposes of the Educational Employee Relations Act (EERA) under *Government Code* Section 3540, et al. seq. The School has exclusive responsibility for the employment, management, discipline, termination, and liability therefore, for all School employees.

Facilities

Prior to opening, the School shall present to the SBE, written agreements (e.g., a lease or similar document) indicating the School's right to use the principle School sites and any ancillary facilities, including resource centers, identified by the petitioners for at least the first year of each School's operation. The School must also provide evidence that the facilities will be adequate for the School's needs. A pre-opening site visit will be conducted prior to opening of the School.

Satisfaction of this condition will be determined by the Executive Director of the SBE based primarily on the advice of the Director of the School Facilities and Transportation Services Division. The facilities to be utilized by the School shall be accessible for all pupils and staff with disabilities. The School shall comply with the Americans with Disabilities act. The School facility must have a certificate for Education-Occupancy.

The School shall not commence instruction at any new facility until the Executive Director of the SBE or his/her designee has authorized the commencement of instruction at said facility. If during the term of the Charter, the School seeks to move to a new facility, a pre-opening site visit is required. Under extraordinary circumstances, such as a change of facilities necessitated by fire or natural disaster, the SBE may waive any site visit.

The School will maintain on file all local approvals, including applicable fire marshal clearances, certificate(s) of occupancy, signed building permit inspections, and approved zoning variances.

Zoning and Occupancy

Not less than 30 days prior to the School's opening, the School shall present evidence to the Executive Director of the SBE or his/her designee that principle School sites and any ancillary facilities, including resource centers are located in an area properly zoned (or has obtained a zoning variance or exception to a zoning requirement by the local authorities) for operation of a School and/or has been cleared for pupil occupancy by all appropriate local authorities. For good cause, the Executive Director of the SBE may reduce this requirement to fewer than 30 days, but may not reduce the requirement to fewer than 10 days. Satisfaction of this condition should be determined by the Executive Director of the SBE based primarily on the advice of the Director of the School Facilities and Transportation Services Division.

Health and Safety

The School will have posted on its Web site and have available a copy of each safety and emergency plan for pupils and staff, for each school site(s), if applicable. The plan (in addition to what is already required by law) shall address fire emergencies, earthquakes, natural disasters, civil disorder, intruders on campus, accidents, injuries, and any other threat to the health and safety of pupils and staff. The School will provide regular training for staff to respond to emergencies and will conduct regular, routine emergency drills for pupils and staff. In addition, the School will address their policies on bullying prevention as well, pursuant to the Safe Place to Learn Act, per *EC* Section 234 et. Seq.

All volunteers who will be performing services that are not under the direct supervision of a School employee and have unsupervised contact with pupils will submit to background checks and fingerprinting in a manner authorized by the Department of Justice (DOJ).

Criminal History Background Checks and Subsequent Arrest Notification Service for Certificated Staff

The School shall comply with and maintain compliance of the requirements of *EC* sections 44237 and 44830.1, pertaining to criminal history record summaries, fingerprints, and subsequent arrest notices. The School must comply with *EC* Section 44830.1 in requesting a subsequent arrest service notification from the DOJ. The SBE and/or CDE will request evidence that the School is in compliance with *EC* Section 44830.1, and may request evidence that it is receiving and/or subscribed to the DOJ's Subsequent Arrest Notification (SAN) service prior to opening. The School shall also affirm that the SAN service is subscribed to for the Custodian of Records for the charter School and that such notices are sent to no individual other than the Custodian of Records. The School will require all employees, and onsite vendors having

unsupervised contact with pupils, to submit to background checks and fingerprinting in accordance with *EC* Section 45125.1.

The School will abide by *Penal Code* (*PC*) Section 11102.2 in appointing an approved Custodian of Records to monitor arrest records and maintain confidentiality of all information gained from the DOJ. Once approved by the DOJ, the School shall inform the SBE of the identity of their Custodian. The SBE requests the School upload this information to the FTP prior to the site visit, as specified in the Appendix C attached to this MOU.

Mandated Reporting

The School agrees to, and by signing this MOU, affirms that it will train its employees and persons working on behalf of the School who are mandated reporters on mandated reporting requirements. The School will develop a process for training these individuals and provide proof of completed training within the first six weeks of each school year, or within the first six weeks of the person's employment. Should this training not occur, the School is to report such information to the CDE pursuant to *PC* section 11165.7(d).

Section 2: Educational Performance

Educational Program

Prior to opening, the School shall make the following information available for CDE review:

- A description of the curriculum development process the School will use; the scope and sequence for the grades envisioned by the School; the complete educational program for pupils to be served in the first year including, but not limited to, a description of the curriculum and identification of the basic instructional materials to be used; plans for professional development of instructional personnel to deliver the curriculum and use the instructional materials
- Identification of the specific assessments that will be used to evaluate student progress, in addition to the results of the statewide assessment system, the California Assessment of Student Performance and Progress, the California English Language Development Test or its successor assessments, the Content Standards Test, if applicable, and the California Physical Fitness Test
- The annual School calendar that includes, at a minimum, the number of instructional days and minutes required by law and the number of professional development days
- The daily bell schedule

2.1 The Local Control Accountability Plan Requirement

Under the Local Control Funding Formula (LCFF), all LEAs are required to prepare a Local Control Accountability Plan (LCAP), which describes how they intend to meet

annual goals for all pupils, with specific actions to address state and local priorities identified pursuant to *EC* Section 52060(d). A Charter School is considered an LEA for this purpose. The Governing Board of the charter shall adopt an LCAP on or before July 1 of each school year. According to *EC* Section 52062, specific actions included in the LCAP, or the annual update of the LCAP, must be consistent with the strategies included in the School plans submitted pursuant to *EC* Section 64001. All charter Schools must complete an LCAP using the template adopted by the SBE found at https://www.cde.ca.gov/re/lc/documents/approvedlcaptemplate2018.docx. A charter School's LCAP is a separate document from the charter petition. The LCAP must describe the goals, for all pupils and each subgroup of pupils, which are aligned to the state priorities identified in *EC* Section 52060 that apply to each grade level served and the nature of the program. The chartering authority reviews the LCAP and the LCAP annual update as part of its regular oversight duties.

Under *EC* Section 47606.5, the School must demonstrate how the School consulted with specific stakeholders identified in development of its LCAP. In addition, *EC* 47605.5 further requires an annual update to the LCAP. The School must be familiar with each requirement of LCFF, specifically, with regard to the development, submission, and updates to the School's individual LCAP.

In addition, the School is subject to the Uniform Complaint Procedure (UCP) regarding the LCAP. The School shall therefore comply with *EC* Section 52075, which requires policies and procedures to be in place in order to implement this UCP process by

June 30, 2014.

2.2 Special Education

Prior to opening, the School shall submit to the Executive Director of the SBE written verification of Special Education Local Plan Area (SELPA) membership as an LEA. To prove membership, the School must also submit either written verification that the School is (or will be at the time pupils are being served) participating in the SELPA, or an agreement between a SELPA, a School district that is a member of the SELPA, and the School, which describes the roles (and responsibilities of each party and that explicitly states that the SELPA and the School consider the School's pupils to be pupils of the School district in which the School is physically located for purposes of special education programs and services). Satisfaction of this condition should be determined by the Executive Director of the SBE based on the advice of CDE staff following a review of either (1) the School's written plan for membership in the SELPA, including any proposed contracts with service providers; or (2) the agreement between a SELPA, a School district, and the School. The School will also notify the Executive Director if it intends to make changes to its SELPA arrangement or membership, and will provide the Executive Director of the SBE with an updated membership.

2.3 Independent Study

The Governing Board will develop and maintain policies regarding independent study, and confirm that all forms and procedures are in compliance with applicable independent study statutes, attendance accounting procedures, and regulations. If the

School plans to offer an independent study program to any of its pupils, and such a program is not already part of its charter petition, it must first submit a request for a material revision to the SBE, which must be approved prior to offering or implementing such a program.

2.4 Required Electronic Submissions to CDE Prior to Site Visits

The School will submit and/or update all required documents using the FTP system, at least 30 calendar days prior to the first day of the annual site visit by the CDE. Required documents and due dates are provided in Appendix C.

Section 3: Fiscal Operations

3.1 Funding

The School will be direct-funded in accordance with *EC* Section 47651(a)(3), and its general-purpose entitlement will be the amount computed by the LCFF pursuant to Section 42238.02, as implemented by Section 42238.03. The Parties recognize the authority of the School to pursue additional funding sources.

3.2 Internal Controls

The Governing Board will develop and maintain internal fiscal control policies governing all financial activities that are approved by the Governing Board. Prior to opening the School and whenever these policies are revised, a copy of these policies and procedures will be submitted to the CDE. The policies and procedures are subject to review during site visits to verify their implementation.

3.3 Fiscal Agent

The School is responsible for identifying and working with their County Superintendent of Schools to establish the appropriate funds and accounts in the county treasury for the School. Pursuant to *EC* Section 47651(a)(3), warrants shall be drawn in favor of the county superintendent of schools in the county where the LEA is located that initially denied the Charter that was later granted by the SBE.

3.4 Pupil Attendance Accounting and Reporting

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

Pursuant to *EC* Section 47612.5(a)(2), charter Schools are required to maintain contemporaneous records of attendance. To fulfill this requirement, the School shall maintain hard copy attendance records that are signed and dated by the reporting teacher at least once per week. CDE will periodically request that the School send CDE copies of signed and dated weekly attendance from randomly selected School months. In addition, CDE will inspect weekly attendance records during the annual site visit and

reserves the right to inspect or request weekly attendance during any announced or unannounced visit to the School. **Failure to maintain attendance records that are signed and dated each week by the teacher recording the attendance can result in loss of apportionment funding.**

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

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

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

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

Evidence of contact made with parents when pupils are absent from School (e.g., parent contact log, absence log, etc.) will be provided to the CDE, upon CDE's request. This evidence may be reviewed at any time, including but not limited to site visits to the School, or during an annual review process.

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

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

3.5 Revenue and Expenditure Reporting

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

Budget or Report	Deadline to Submit to CDE
Revised Preliminary Budget and Annual Update Pursuant to E.C. Section 47606.5, as applicable	**July 1**
First Interim Report—Expenditures through October 31	**December 15**
Second Interim Report—Expenditures through January 31	**March 15**
Final Unaudited Actuals Report for Prior Fiscal Year	**September 15**

Reserves

The School is expected to maintain reserves at a level at least equivalent to a School district of similar size as identified in *California Code of Regulations*, Title 5 (5 *CCR*) Section 15450.

School ADA	Expected Reserves
0–300	Greater of 5%* or $55,000**
301–1,000	Greater of 4%* or $55,000**
1,001–30,000	3%

*Percentage applied to total expenditures and other financing uses.

**The dollar amounts are to be adjusted annually by the prior year statutory cost-of-living adjustment pursuant to *EC* Section 42238, rounded to the nearest thousand.

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

3.6 Annual Audit

By April 1 of each year, the School must contract with an auditor from the Certified Public Accountants Directory Service (CPADS) provided by the California State Controller's Office (SCO) to prepare for the annual audit due on December 15 pursuant to *EC* Section 41020 and provide the following information to the CDE:

- Name and address of the auditor (the list of CPAs who may perform local education audits is available at http://cpads.sco.ca.gov/CPAList.aspx);
- The fee charged for the audit and whether that fee included the cost for auditing of additional Schools; and
- The number of consecutive years the School has contracted with the auditor.

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

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

3.7 Oversight Fees

Pursuant to *EC* Section 47613, the School will be charged an annual oversight fee not to exceed one percent (1%) of the amount received in the current fiscal year LCFF calculated pursuant to *EC* Section 42238.02, as implemented by *EC* Section 42238.03.

The initial annual oversight fee will be based on the School's current year P-1 apportionment.

The CDE will annually prepare an invoice to the School within 45 days after the certification of the P-1 apportionment. The final annual oversight fee will be adjusted based on the School's P-2 apportionment. Adjustments due to differences between the apportionments at P-1 and P-2 will be resolved as follows:

If the CDE under invoiced oversight fees (LCFF apportionments for P-1 were less than P-2), the CDE will recover fees from the Charter School by adding one percent (1%) of the difference to next fiscal year's invoice.

If the CDE over invoiced oversight fees (LCFF apportionments for P-1 were more than P-2), the CDE will refund those fees within 45 days after the due date of the P-2 apportionment.

Invoices are due and payable to SBE within 30 days of receipt.

3.8 Retirement Systems

Prior to the employment of any individuals by the School, the School must present evidence to the CDE that the School has made appropriate arrangements for the processing of the employees' retirement contributions to the California Public Employees' Retirement System (CalPERS) and/or the California State Teachers' Retirement System (CalSTRS).

Section 4: Fulfilling Charter Terms

4.1 Adherence to the Charter

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

4.2 Material Revisions to Charter

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

- Substantial changes to the educational program including the addition or deletion of an educational program, mission, or vision
- Changing or adding a non-classroom based program
- Proposed increase or decrease in enrollment that differs by more than 25 percent (25%) of the enrollment approved by the SBE in the charter or in an SBE approved revised charter, or a change that could significantly impact the academic or financial sustainability of the School
- Adding or deleting the grade levels to be served
- Adding sites or closing sites
- Any action taken on the part of the School which will result in a significant shift in pupil population being shifted to or from a site (i.e. site-based program changed to an online program)
- Changing admissions policies and preferences
- Departures from the School's instructional philosophy or mission

- Changing the School's governance structure

There are some circumstances, which may or may not require a material revision. Before a material change is instituted, the charter School shall inform the SBE, so the SBE can determine whether a request for a material revision is needed. Material amendments to the School's charter may only be made upon the approval of the School's Governing Board, and will take effect only if approved by the SBE pursuant to *EC* section 47607.

The School shall seek approval from the CDE in advance of any relocation or establishment of a new site.

4.3 Site Visits

Prior to the SBE authorizing the School to commence operations, the School must demonstrate that it has completed specified actions and provided required documentation. The School may not commence operations without written authorization from the CDE.

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

Annual Site Visits

The CDE will conduct at least one site visit annually to assess the School's fulfillment of the terms of the charter and this MOU. The site visit may include review of the facility, review of records maintained by the School, fiscal operations, and internal controls, interviews with the director of the School, staff, and clients, and observation of instruction in the classroom.

Unannounced Visits

The SBE reserves the right to make unannounced visits to the School, inspect any and all records requested, investigate, and interview staff if needed, in addition to the other rights afforded to the SBE as a chartering authority. Occasionally, this investigation and/or evidence can be exchanged via e-mail and telephone calls; however, the SBE reserves the right to personally visit the School.

4.4 Notification Regarding Renewal, Closure, or Revocation

A School that seeks to renew its charter shall, before expiration of the charter, submit its petition for renewal to the Governing Board of the school district that initially denied the charter. If the Governing Board of the school district denies the School's petition for renewal, the School may petition the SBE for renewal of its charter pursuant to *EC* Section 47605(k)(3). The school should begin the renewal process in the fall prior to the charter's expiration date.

The School's charter will include a description of the procedures to be used in the event the School closes. The procedures must, at a minimum, contain all of the elements in 5 *CCR* sections 11962 and 11962.1, including a description of the procedures to be used

if the School closes. The procedures shall ensure a final audit of the School to determine the disposition of all assets and liabilities of the School, including plans for disposing of any net assets and for the maintenance and transfer of pupil records, as required by *EC* Section 47605(b)(5)(P).

The School will comply with all responsibilities and requirements in the attached Appendix B.

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

Upon closure or revocation, the CDE reserves the right to take possession of any pupil records. Once revoked, the CDE reserves the right to log and either place in storage, or remove any property, physical (i.e. computers) or otherwise (i.e. software on the computers), for the purpose of offsetting any amounts owed to the State of California. The School must provide an inventory to the CDE, upon request, of all property, physical or otherwise, as referenced above.

For more information on school closure, please see the following information prepared by the CDE: http://www.cde.ca.gov/sp/cs/lr/csclosurerules.asp

Section 5: Severability

If any provision or any part of this MOU is held to be invalid, unenforceable, illegal, void and/or contrary to public policy or statute for any reason, then each Party shall be relieved of any obligations arising from such provision(s). The affected portion is severed from this MOU, and the balance of this MOU, if capable of performance, shall remain and continue in full force and effect.

Section 6: Non-Assignment

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

Section 7: Waiver

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

Notifications

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

To the CDE at:

Lisa F. Constancio, Director
Charter Schools Division
California Department of Education
1430 N Street, Suite 5401
Sacramento, CA 95814

To the School at:

Baypoint Preparatory Academy–San Diego
1175 Linda Vista Drive
San Marcos, CA 92078–3811

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

Nancy Spencer Printed Name of Duly Authorized Representative of the School	4-11-18 Date
Nancy Spencer Signature of Duly Authorized Representative of the School	4-11-18 Date
Lisa Constancio Printed Name of Director, Charter Schools Division	3/30/18 Date
Signature of Director, Charter Schools Division	3/30/18 Date
Karen Stapf Walters, Executive Director Printed Name of Duly Authorized Representative of the SBE	Date
Karen Stapf Walters Signature of Duly Authorized Representative of the Executive Director, SBE	4/4/18 Date

Appendix A: State Board of Education-Authorized Charter School Site Visit

The California Legislature enacted the Charter Schools Act of 1992 to authorize the establishment of charter schools. The purposes of charter schools, as specified in California *Education Code* (*EC*) Section 47601, are to:

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

Purpose of Site Visit

The site visit by the CDE is to assess the school's progress in governance and organizational leadership; educational performance; fiscal operations and internal controls; and adherence to the charter. The site visit will include a review of the facility; review of the school's records; interviews with the school's administration, staff, parents, advisory councils, and governing board. Additionally, the site visit will include classroom observations. The annual site visit is guided by professional integrity and is grounded in evidence, not opinion. The length of a site visit may vary but will average one and a half days.

Pre-Visit	Timeline
The CDE oversight consultant contacts school to schedule the on-site visit.	6 weeks prior to visit
The CDE oversight consultant provides school leadership with an orientation to the process.	4 weeks prior to visit
School uploads documents requested by the CDE to the FTP	4 weeks prior to visit
The Oversight consultant reviews documents submitted by the school and record their initial questions about the school's performance according to protocol standards. The oversight consultant creates a draft schedule of interviews and classroom visits, finalizes the schedule with the school's input, and sends a copy of the schedule to the school.	1–2 weeks prior to visit

On-Site	Timeline
The oversight consultant spends a minimum of one and a half days on site conducting classroom visits, interviews with school administration, faculty, and students. The site visit will include a review of cumulative record folders and confidential special education files during the on-site visit.	At least 1 ½–2 days
The oversight consultant will communicate regularly with school leadership to keep the school informed of the consultant's progress and to seek the school's input on that progress.	Ongoing
The oversight consultant's primary objective is to evaluate the degree to which the school is meeting expectations specified in the school's charter and the MOU. Collected evidence is discussed throughout the site visit with the site administration.	Ongoing
The oversight consultant presents an oral report of key concerns to school leadership.	Last day of visit

Following the Visit	Timeline
After the site visit, the oversight consultant provides a written letter that formalizes the concerns discussed on site. This letter will be sent to the charter school Governing Board Chair or President and administrator. This letter will be used by the oversight consultant to monitor the school's progress toward addressing identified concerns.	1–2 weeks after the visit

Appendix B: School Closure Procedures Checklist

Invoking Closure Procedures

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

Immediate Actions

Item	Description	LEA Contact	Due Date	Verified
2	The charter school shall immediately notify the CDE of the location of all pupil and business records. Following that notification, no pupil or business records shall be disposed of, moved, or duplicated without the express written consent of the SBE, except that pupil records may be copied for pupils' parents/guardians or transferred to other schools, provided a notation is kept of the records copied or transferred.			
3	The charter school and the CDE shall each immediately identify an individual who will serve as the single point of contact for the entity regarding the school's close out activities.			

Item	Description	LEA Contact	Due Date	Verified
4	The CDE shall immediately notify the charter school in writing whether, on behalf of the State Superintendent of Public Instruction, it is taking over immediate and direct control of all the school's pupil and business records.			

Students and Parents/Guardians

Item	Description	LEA Contact	Due Date	Verified
5	The charter school shall notify the parents/guardians of each pupil enrolled of the school's closure. Unless the CDE otherwise directs, the notification shall be immediate in the case of a revocation (that takes immediate effect) or shall occur within ten days of the invocation of the closure procedures in the case of closure at the end of current academic year.			
6	The charter school shall continue instruction until the end of the current academic year (unless a revocation takes immediate effect). The charter school shall publicly announce cancellation of all future classes.			
7	If the charter school continues instruction to the end of the current academic year, report cards shall be issued within seven days of the end of classes.			
8	The charter school shall notify surrounding school districts and the county office of education within 14 days of the school's forthcoming closure (or immediate closure if a revocation takes immediate effect).			

Item	Description	LEA Contact	Due Date	Verified
9	The charter school shall provide information to pupil and parents/guardians regarding alternative public school placements within 30 days of the announcement of the school's forthcoming closure, or immediately in the case of a revocation that takes immediate effect.			
10	The charter school shall offer to provide a copy of each pupil's cumulative file upon request of the pupil's parents/guardians. The school shall provide the copy within seven days of a request being received, ensuring that the documents are given to the parents/guardians identified as having legal custody or guardianship of the pupil.			
11	The charter school shall comply within seven days to requests for the transfer of pupils' cumulative files to other public or private schools in which the pupils enroll.			
12	The charter school shall respond within seven days to inquiries from pupils, their parents/guardians and from the media regarding the school's closure, the disposition of pupil and business records, and the alternative placement available to the pupils.			
13	The charter school shall provide the CDE within 14 days with a list of pupils (names, addresses, and phone numbers) in each grade level and the classes they have completed. Identify each pupil's district of residence, and a notation of where the pupil's records have been transferred.			
14	The charter school, if a local educational agency in a special education local planning area (SELPA), shall notify the SELPA within 14 days of the closure, complete all documentation necessary for special education pupils, and transfer copies of the pupil's records to the SELPA.			

Item	Description	LEA Contact	Due Date	Verified
15	The CDE shall respond promptly to inquiries from pupils, their parents/guardians, and from the media as necessary.			

Student and Business Records

Item	Description	LEA Contact	Due Date	Verified
16	Once the closure procedures have been invoked, no pupil or business records shall be disposed of, moved, or duplicated without the express written consent of the CDE, except for the duplication or transfer of pupil cumulative files as noted.			
17	At the point the charter school is dissolved, the pupil and business records shall come under the exclusive control of the CDE, which shall distribute, maintain, or dispose of the records as it determines appropriate.			
18	The charter school shall terminate all present leases, service agreements and other contracts not necessary for the close out of the school. Leases, service agreements, and contracts should be terminated in a cost effective manner in order to minimize expenses.			
19	The charter school shall return grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law. A final expenditure report for all grants will be submitted within 14 days. Federal grants must be closed out, including the filing of the required Final Expenditure Reports and Final Performance Reports. Federal Forms 269 and 269a may apply if the school was receiving funds directly from the United States Department of Education.			
20	Close all financial records of the school as of revocation or closure date.			

Faculty and Staff

Item	Description	LEA Contact	Due Date	Verified
21	The charter school shall immediately notify its faculty and staff of the school's closure, providing each with necessary information related to compensation and retirement, including, but not limited to, any optional benefits that they may continue after the school closes.			
22	The charter school shall provide the CDE within 14 days with a description of current and projected payroll and payroll benefits commitments through closure, including a list of each employee, and their job duties, and a projection of the funds necessary to: (1) transition the pupils and records; (2) complete all administrative closure related tasks; and (3) complete contracts and grants.			
23	The charter school shall provide CDE within 14 days with notice of any outstanding payments to staff and the method by which the school will make the payments.			
24	The charter school will within 14 days contact the California State Teachers' Retirement System, California Public Employees' Retirement System, and the county office of education and follow their procedures for dissolving contracts and reporting, copying the CDE on all correspondence.			

Item	Description	LEA Contact	Due Date	Verified
25	Prior to final closeout, the charter school shall do all of the following on behalf of the school's employees: • File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines. • File the Federal Notice of Discontinuance with the Department of Treasury (Treasury Form 63). • Make final federal tax payments (employee taxes, etc.). • File the final withholding tax return (Treasury Form 165). • File the final return with the Internal Revenue Service (Form 990 and Schedule).			

Assets and Liabilities

Item	Description	LEA Contact	Due Date	Verified
26	The charter school shall notify all funding sources (including charitable partners) of the school's closure immediately.			
27	The charter school shall immediately notify all contractors (such as a charter management organization, education management organization, food service provider, instructional service provider, or transportation service provider) of the school's closure.			
28	If the charter school has any agreements with organizations representing employees, the charter school shall notify the organizations of the school's closure as may be specified in the agreements.			

Item	Description	LEA Contact	Due Date	Verified
29	The charter school shall notify the CDE within 14 days of all pending litigation to which the school is a party. The charter school shall immediately notify the SBE if litigation is filed thereafter up to the point that the school is formally dissolved.			
30	The charter school, within 30 days, shall prepare and deliver to the CDE a comprehensive list of creditors and debtors.			
31	The charter school, within 30 days, shall prepare and deliver to the CDE a comprehensive inventory of all assets, property on lien, and all pending assets not yet delivered.			
32	The charter school, within 30 days, shall prepare and deliver to the CDE a plan for the proposed disposition of all property owned by the school and purchased with public funds. Assets donated to the school may be returned to donors or disposed of in accordance with donor's wishes. Net assets, (after the payment of outstanding liabilities), if any, may be transferred to another public agency such as another charter school, after approval of the SBE. The charter school shall also provide a detailed inventory list of all physical assets, and shall include an identification of which funds were used to purchase each item.			
33	The charter school shall arrange for preliminary (if necessary) and final closure audits to be paid for from the special reserve or bond revenue. The auditor engaged to perform the audit(s) shall be from the list of approved school auditors maintained by the California State Controller's Office and shall be approved by the CDE. The audit(s) at a minimum shall determine the disposition of all assets and liabilities of the charter school and shall verify the school's comprehensive list of creditors and debtors, and the amounts owed or owing, as well as verify the school's comprehensive list of all assets by source, noting any restrictions on each asset's use.			

Item	Description	LEA Contact	Due Date	Verified
34	Based on the audit findings, and with the approval of the CDE, the charter school shall expend any identified assets to liquidate any identified liabilities.			
35	Following the resolution of all outstanding assets and liabilities, the charter school shall be dissolved. If established as a nonprofit public benefit corporation pursuant to California *Education Code* Section 47604, the corporation shall be dissolved. Written notification of the above shall be sent to the SBE, once final.			

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Appendix C: File Transfer Protocol List of Documents and Web Site Contents for the California Department of Education to Review Prior to Site Visit

School:

School Web site Documents Pursuant to the MOU between the SBE and the Charter School: *SBE-authorized charter schools are required to post the following information to their school's Web site.*	**To Be Available for CDE Review**	**Update Annually**	**Update as Modified**
School phone, physical address, and e-mail addresses for the School's administrative contacts	September 1	Yes	Yes
Articles of Incorporation	September 1	Yes	Yes
Board-Approved Bylaws, Board-Approved Policies, and Administrative Regulations	September 1	Yes	Yes
Annual Calendar of Board Meetings	September 1	Yes	Yes
All Board Meeting Agendas and Minutes Posted (including a description of how parents and community members will be notified of meetings)	September 1	No	Yes
Roster/biographies/contact information of current Board members	September 1	Yes	Yes
Current Charter Petition	September 1	Yes	Yes
Outreach and Recruitment Plan and Outcomes	September 1	Yes	Yes
Enrollment form and enrollment Procedures	September 1	Yes	Yes
Lottery Procedures (including dates, preferences and procedures)	September 1	Yes	Yes
Application and Enrollment Forms for Lunch Program	September 1	Yes	Yes
Conflict of Interest Policy	September 1	Yes	Yes

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School Web site Documents Pursuant to the MOU between the SBE and the Charter School: *SBE-authorized charter schools are required to post the following information to their school's Web site.*	**To Be Available for CDE Review**	**Update Annually**	**Update as Modified**
Student/Parent Handbook	September 1	Yes	Yes
Campus Supervision Policy	September 1	Yes	Yes
Discipline Policy	September 1	Yes	Yes
Complaint Procedures	September 1	Yes	Yes
Williams Act	September 1	Yes	Yes
Health/Safety and Emergency Plans	September 1	Yes	Yes
Annual School Calendar	September 1	Yes	Yes
Bell Schedule with Teacher Names and Grade Level Assignment for Elementary Charters	September 1	Yes	Yes
Master Schedule with Teacher Names and Assignments for Middle and/or High School Charters	September 1	Yes	Yes
School Accountability Report Card (for prior academic year)	September 1	Yes	No
LCAP Annual Update and three-year LCAP	September 1	Yes	Yes
Board Approved Budget	September 1	Yes	Yes
Course Outlines and/or Scope and Sequence	September 1	Yes	Yes
SELPA Membership	September 1	No	Yes

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Site Visit Documents to be Uploaded to the File Transfer Protocol, exFiles	Due for CDE's Review	Requires an Upload to FTP	Date CDE Reviewed and Oversight Staff Initials
Mandated Reporter Training *Certification that all staff have completed mandated reporter training.*	6 weeks after the start of school	Yes	No
Document demonstrating all board members have received Brown Act training *Scanned/uploaded document demonstrating that all board members have received Brown Act training*	30 days prior to Site Visit	Yes	No
Assurance that criminal record summaries are kept and available for review *Scanned/uploaded assurance document signed by the school leader that such records are kept and available for review*	6 weeks after the start of school	Yes	No
Board-Adopted Fiscal Control Policies *Scanned/uploaded document containing board-adopted internal fiscal control policies*	30 days prior to Site Visit	Yes	No
Independent Study Policy (if applicable) *Scanned/uploaded document describing independent study policy (if none, state NA)*	6 weeks after the start of school	Yes	No
Employee Handbook *Scanned/uploaded current employee handbook*	6 weeks after the start of school	Yes	No
Scope and Sequence, Course Outlines for all courses *Scope and Sequence for ALL courses can be found on school site.*	NA	No	Make available at the site visit
Master Schedule for Middle and/or High School with Teacher Names and Assignments	6 weeks after the start of school	Yes	No

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Site Visit Documents to be Uploaded to the File Transfer Protocol, exFiles	Due for CDE's Review	Requires an Upload to FTP	Date CDE Reviewed and Oversight Staff Initials
Bell Schedule with Teacher Names and Grade Level Assignment for Elementary Charters	6 weeks after the start of school	Yes	No
Credentialed Highly Qualified Teachers *Completed Teacher Credential template for all teaching staff*	6 weeks after the start of school	Yes	No
Emergency Safety Binder *At minimum shall address fire emergencies, earthquakes, natural disasters, civil disorder, intruders on campus, accidents, injuries and any other threats to the health and safety of students and staff.*	NA	No	Make available at the site visit
Student Files: Cum and IEP files	NA	No	Make available at the site visit
Employee Personnel Files	NA	No	Make available at the site visit
Contract Agreements for Administrative Services outlined in Charter Petition	6 weeks after the start of school	Yes	No