

1 **Charter School Agreement** ¹
2

3 **ACADEMIA AVANCE CHARTER SCHOOL**

4 Charter Authorization Period: **August 18, 2010 through June 30, 2015**
5

6 **INTRODUCTION**

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

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

18 **PURPOSE OF AGREEMENT**

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

23 Education Code Section 47605 requires a charter petition need to provide a "reasonably
24 comprehensive description" of the manner in which the school will operate; it is not a comprehensive
25 document. An Agreement is a useful tool for clarifying the expectations, operations, and
26 responsibilities of both parties beyond that which is required in the charter but is required for
27 successful operation and monitoring of a charter school.

28 The Charter School Act allows the County Board to authorize charter schools under specified
29 circumstances and by doing so, becomes the authorizing agency of the charter schools. The County
30 Board has delegated to the County Superintendent of Schools, its obligations to oversee its
31 authorized charter schools under the terms of this Agreement, the provisions of the school's charter,
32 applicable laws, regulations, and County Board Policy and Regulation.

33 The fundamental interest of the Los Angeles County Office of Education (hereinafter "LACOE") is —
34 on a continuing basis — to be reasonably assured that charter schools authorized by the County
35 Board are:

- 36
- 37 • Implementing the provisions of the charter as approved
 - 38 • Adhering to all requirements of federal, state, and local law that apply to charter schools
 - 39 • Being operated reasonably in all respects
 - 40 • Providing a sound education for all their students

40 LACOE will report periodically to the County Board regarding its delegated oversight of the Academia
41 Avance Charter School (hereinafter, "Charter School").

¹ 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.
July 1, 2010

1 The County Board recognizes that there are matters related to the operation of the Charter School
2 and to the effective oversight of the Charter School by LACOE that go beyond the provisions
3 included in the school's charter. The County Board also acknowledges that the day-to-day operation
4 of the Charter School is appropriately carried out by the school's leadership, faculty, and staff. This
5 Agreement is intended to address those matters that have not been covered in the charter and to
6 provide guidance on the oversight policies and procedures of the County Board, as carried out by
7 LACOE. Further, this Agreement is intended to outline the parties' agreement governing their
8 respective fiscal and administrative responsibilities and their legal relationships.

9 The Charter School petition and this signed Agreement, which includes

- 10 • Attachment A: Student Achievement Plan Guidelines (if applicable);
- 11 • Attachment B: Fiscal Oversight Requirements and Financial Reporting;
- 12 • Attachment C: Reporting Timeline (as revised yearly); and
- 13 • Attachment D: LACOE Closure Procedures

14 constitute the conditions and terms under which the charter shall be monitored. To the extent that the
15 terms in the charter vary from the terms and conditions approved by the County Board, the
16 provisions of this agreement shall prevail and shall supersede any contrary provisions of the charter.
17

18 **TERM OF AGREEMENT**

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

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

- 24 1. The duly authorized representatives of the Charter School are the governing board president
25 or CEO/Director of the Charter School or designee.
- 26 2. The duly authorized representative of the County Board is the County Superintendent of
27 Schools or designee. For purposes of material amendments to the charter, such
28 amendments may only be made upon the approval of the Charter School's governing board,
29 and will take effect only if approved by the County Board.

30 This Agreement shall be reviewed at least annually, and may be amended or augmented by
31 addendum at any time with mutual agreement. In the case of mid-year changes in laws or policies,
32 the County Board and the Charter School reserve the right to request modifications to this
33 Agreement. Such modifications, if agreed upon, shall be included as Addenda to this Agreement.
34 Failure to reach agreement on required changes in the Agreement may result in termination of the
35 Agreement and the charter. The approved Agreement (including any subsequent Addenda) shall
36 continue unless modified in writing. This Agreement shall automatically expire upon the expiration or
37 revocation of the charter. The approved Agreement (including any Addendums) continues in
38 existence as long as the Charter School is operational, but automatically expires if the Charter
39 School becomes non-operational, typically because of non-renewal, revocation, or voluntary closure.

TERM OF THE CHARTER

The Charter School is a public school that is or shall be operating pursuant to a charter (hereinafter the "charter"). On August 17, 2010, the County Board authorized the charter subject to the conditions stated in the Board Action including signing of the Charter School Agreement.

The Charter School shall operate as a classroom based charter school within the boundaries of the Los Angeles Unified School District in the county of Los Angeles. The Charter School shall serve grades six (6) through twelve (12) with projected enrollment, based on the budget submitted August 17, 2010 to the County Board, as follows: 415 students in school year 2010-11; 475 students in school year 2011-12; 515 students in school year 2012-13; and 525 students in school year 2013-14 and 2014-15. The charter petition shall be adjusted to reflect these figures. The Charter School shall be responsible for all the functions of a charter the school subject to applicable statutes, the charter, the terms and conditions set forth in the charter, and this Agreement.

The Charter School will commence its first year of operation between July 1 and September 30, 2010, subject to any conditions that were specified by the County Board in the action it took to approve the Charter. Any condition of authorization that was not addressed through revision of the Charter may be addressed in this Agreement.

The Charter School's charter shall have a five (5) year term to expire on June 30, 2015. The provisions of the charter and the agreement shall be aligned.

The County Board reserves the right to approve material revisions to the charter and/or revoke the charter as specified in Education Code Section 47607. The school may only seek renewal of its charter after successfully operating the school as specified in Section 4.4 of this Agreement.

SECTION 1: GOVERNANCE AND ORGANIZATIONAL MANAGEMENT

The Charter School is operated by a nonprofit public benefit corporation, formed and organized pursuant to the Nonprofit Public Benefit Corporation Law (Corporations Code § 5110 et seq.). The Charter School is a separate legal entity and neither the County Board nor LACOE is liable for the debts and obligations of the Charter School. The Charter School shall use all revenue received from state and federal sources only for the educational services specified in the charter and this Agreement for the benefit of the students enrolled in and attending the Charter School. Other sources of funding must be used in accordance with applicable state and federal statutes, and the terms or conditions of any grant or donation.

1.1 Organization

The Charter School shall provide to LACOE annually in accordance with Attachment C, Reporting Timeline, and as updated:

- Contact information, including phone numbers, official addresses and e-mail addresses for the principal contacts for the Charter School
- Organization chart displaying relationship between governing board and the Charter School leadership
- Written notice of any change in the directors, officers, and administrators

1.2 Governing Board Establishment

The Charter School shall provide to LACOE annually in accordance with Attachment C, Reporting Timeline, and as updated:

- Articles of Incorporation
- Bylaws approved by the governing board

July 1, 2010

- Roster and resumes of current governing board members
- Statement of Economic Interests, Form 700 (See Statement of Economic Interest enclosures 1, 2, and 3)

1.3 Governing Board Activities

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

B. Governing Board Meetings: The governing board of the Charter School shall conduct public meetings at such intervals as are necessary to ensure that the board is providing sufficient direction to the Charter School through implementation of effective board policies and procedures. Governing board meetings shall be conducted in keeping with the requirements of the Ralph M. Brown Act (Government Code § 54950 - 54962). Governing board adopted policies, meeting agendas and minutes shall be maintained and available for public inspection and during site visits. For all regular and special meetings of the governing board, the Charter School shall provide LACOE with written notification of the meeting, including a copy of the posted agenda, no less than 72 hours prior to a regular meeting and no less than 24 hours prior to a special meeting. The posted agenda shall contain a description of where the agenda was posted and that the meeting is held in compliance with the Americans with Disabilities Act. Within ten (10) working days of the board meeting, the Charter School shall provide LACOE with an audio recording of the meeting, and any changes, additions and/or materials provided to the governing board. Once approved by the Charter School's governing board, the Charter School shall provide LACOE with a copy of the minutes of the meeting within five (5) calendar days.

C. Brown Act Training: The Charter School should provide Brown Act training to its governing board members and administrative staff prior to the execution of any duties.

D. Governing Board Policies: Prior to opening, the governing board shall develop and adopt policies and procedures to guide the operation of the Charter School, including but not limited to, policies in the following areas. A copy of these policies and procedures shall be submitted to LACOE prior to opening and upon revision.

- Conflicts of Interest: If it has not already done so for the current year, at the first meeting of the Charter School's governing board, following July 1, 2010, and annually thereafter, the Charter School's governing board shall: (1) adopt a conflict of interest policy, including provisions related to nepotism, for itself and the Charter School's employees and contractors to ensure that no action taken by an individual or organization covered by the policy results in actual or apparent conflicts of interest; (2) provide verification that all board members and Charter School employees have participated in conflict of interest training; and (3) take action to comply with the Political Reform Act, including adoption of a conflict of interest policy compliant with the Act and its implementing regulations. The Charter School shall follow the Political Reform Act, the California Corporation's Code, and IRS regulations.
- Internal Fiscal Controls: The Charter School shall develop and maintain internal fiscal control policies governing all financial activities. Such policies and procedures are subject to review during site visits to see that they are being implemented.
- Campus Supervision: The Charter School shall implement the governing board policy relative to the supervision of students before and after school, while on campus, student pick-up, as well as a procedure for visitors to enter and leave campus.
- Discipline Policies: The Charter School shall implement the governing board policies relative to student discipline, including a list of the offenses for which students may (and must) be suspended or expelled, the procedures for suspension or expulsion, procedures by which parents and students shall be informed about reasons for suspension or expulsion, and of their due process rights in regard to either disciplinary action.

- 1 • Parent/Student Handbook: The Charter School shall distribute a hard copy of the
2 parent/student handbook to families each year. At a minimum, the handbook shall include
3 detailed expectations for student attendance, behavior, and discipline, including policies and
4 consequences for bullying and harassment, due process rights related to discipline (including
5 suspension, expulsion, and special education), and a description of both informal and formal
6 complaint procedures that parents may pursue in the event of disagreements.
- 7 • Adherence to County Board of Education Policy and Regulation: At the first governing board
8 meeting of the Charter School following July 1, 2010, and annually thereafter, the governing
9 board of the Charter School shall review and acknowledge in its board minutes that it shall
10 adhere to all policies and regulations pertaining to charter schools that have been adopted by
11 the Los Angeles County Board of Education. LACOE shall provide the Charter School with a
12 copy of these policies and regulations annually and upon revision.

13 1.4 Administration

14 A. Enrollment and Admissions Documentation: The Charter School shall maintain on file and provide
15 to LACOE upon request the following information:

- 16 • Descriptions of outreach and recruitment activities that have been conducted to reach target
17 populations as described in the charter
- 18 • Procedures for application, enrollment, admission, wait listing and lotteries for placement
19 (enrollment preferences) as described in the charter
- 20 • Evidence of enrollment preferences consistent with the charter and with LACOE conditions of
21 operation
- 22 • Copy of enrollment forms and information provided to prospective families
- 23 • Documentation, while pertinent, that start-up enrollment is consistent with enrollment
24 numbers described in the charter
- 25 • Evidence that each student is a resident of California in accordance with EC § 47612
- 26 • For students over 18, evidence that each student has been continuously enrolled (no break in
27 enrollment greater than 20 school days) in an educational program and is making satisfactory
28 progress toward completion of a high school diploma

29 B. Health and Safety Plan: Prior to opening, annually, and upon revision, the Charter School shall
30 provide to LACOE:

- 31 • A copy of the health, safety, and emergency plan for students and employees
- 32 • Evidence that staff has been trained in health, safety, and emergency procedures
- 33 • A calendar of emergency drills for students

34 The health and safety plan shall address at a minimum, fire emergencies, earthquakes and other
35 natural disasters, civil disorder, accidents, injuries, and other threats to the health and safety of
36 students and staff. The Charter School shall provide training for staff in responding to emergencies
37 and conduct emergency response drills for its students. Amendments to the plan may be made by
38 the Charter School throughout the year. The Charter School shall provide LACOE with a copy of the
39 amended plan.

40 C. Notice to Parents/Guardians: Annually, the Charter School shall provide to LACOE a copy of the
41 annual notice sent to all parents/guardians regarding their rights under the Family Educational Rights
42 and Privacy Acts (FERPA). If the Charter School receives Title I funding, parent notice shall provide
43 information regarding the federal No Child Left Behind (NCLB) Act, including the right to request and
44 receive essential information about the professional and educational background of the teacher(s)

1 instructing their child and notification when their child is taught for four or more weeks by a teacher
2 who is not "highly qualified."

3 D. Family Educational Rights and Privacy Act (FERPA): Employees of the Charter School who have
4 a legitimate educational interest are entitled to access students education records under 20 U.S.C.A.
5 § 1232g, the Family Educational Rights and Privacy Act (FERPA) and EC § 49076(b)(6). The Charter
6 School, its officers and employees shall comply with FERPA at all times. In addition, it is agreed that
7 LACOE has an educational interest in the educational records of the Charter School such that
8 LACOE shall have access to those records for reasons that include, but are not limited to, records
9 requests, complaints, and school closure. Records at a minimum, shall include emergency contact
10 information, health and immunization data, attendance summaries, and academic performance data
11 from the statewide student assessments required pursuant to EC § § 60605 and 60851.

12 E. Criminal Records Summaries: All employees of the Charter School, parent and non-parent
13 volunteers who will be performing services that are not under the direct supervision of a certificated
14 teacher, and onsite vendors having unsupervised contact with students shall submit to background
15 checks and fingerprinting in accordance with EC § 45125.1. The Charter School shall maintain
16 documentation, and provide to LACOE upon request, that all employees, volunteers, and vendors
17 (as applicable) have clear criminal records summaries prior to their having any unsupervised contact
18 with students. The Charter School shall maintain on file and have available for inspection during site
19 visits, evidence that the Charter School has performed criminal background checks for all employees
20 and volunteers (as applicable) and documentation that vendors have conducted required criminal
21 background checks for their employees prior to any unsupervised contact with students.

22 F. Data Reporting: The Charter School shall directly report data to the California School Information
23 Service (CSIS), California Longitudinal Pupil Achievement Data System (CALPADS), and/or any
24 other state-mandated data collection system required by the California Department of Education
25 (CDE).

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

34 H. Insurance and Risk Management: The Charter School shall procure from an insurance carrier
35 licensed to do business in the State of California, or shall otherwise participate in a Joint Powers
36 Authority (JPA) or other self-insurance pool consistent with Government Code § 6528 and keep in
37 full force during the term of the charter, no less than the following insurance coverage:

- 38 • Workers' Compensation insurance in accordance with provisions of the California Labor
39 Code, adequate to protect the charter school from claims under Workers' Compensation that
40 may arise from its operations
- 41 • Comprehensive Bodily Injury and Property Damage Liability insurance with a limit of no less
42 than \$1,000,000 per occurrence, providing coverage for negligence, errors and
43 omissions/educators' legal liability, abuse and molestation, employment practices liability and
44 employee benefits liability
- 45 • Property Damage/Boiler and Machinery/Electronic Data Processing insurance coverage with
46 replacement value limits sufficient to protect the Charter School's assets (buildings,
47 classroom space improvements, instructional materials, computers, furnishings)
- 48 • Fidelity Bond coverage with a limit of no less than \$50,000 per occurrence, with no self-

1 insured retention, to cover all employees who handle, process, or otherwise have
2 responsibility for the Charter School's funds, supplies, equipment, or other assets

3 The Charter School shall provide evidence of insurance coverage to LACOE annually and upon
4 renewal and shall instruct the insurance carrier(s) to inform LACOE immediately if the coverage
5 becomes inoperative for any reason. LACOE may request to see evidence of insurance coverage
6 during site visits.

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

10 The Charter School shall hold harmless, defend, indemnify, and name on the Certificate of insurance
11 as additional insureds the County Board, LACOE, its officers and employees, from every liability,
12 claim, or demand which may be made by reason of (1) any injury to volunteers; and (2) any injury to
13 person or property sustained by any person, firm, or corporation caused by any act, neglect, default,
14 or omission of the Charter School, its officers, employees or agents. In cases of such liabilities,
15 claims, or demands, the Charter School at its own expense and risk shall defend all legal
16 proceedings which may be brought against it and/or the County Board, LACOE, its officers and
17 employees, and satisfy any resulting judgments up to the required amounts that may be rendered
18 against any of them. Certificates of insurance and policies shall name the County Board, LACOE, its
19 officers and employees, as additional insureds with respect to any potential tort liability irrespective of
20 whether such potential liability might be predicted on theories of negligence, strict liability, or
21 products liability.

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

26 J. Employee Handbook: Prior to opening, annually and upon revision, the Charter School shall
27 provide to LACOE a copy of the employee handbook that shall be distributed to employees each
28 year. At a minimum, the handbook shall include detailed expectations for employee performance and
29 behavior, due process rights of employees related to disciplinary actions (including termination),
30 compensation, and benefit information for each type of employee, and a description of both informal
31 and formal complaint procedures that employees may pursue in the event of disagreements.

32 Amendments to the employee handbook may be made and distributed to employees by the Charter
33 School during the year. A copy of the handbook may be reviewed during site visits.

34 K. Employee Contracts or Agreements: Annually and upon revision, the Charter School shall provide
35 to LACOE a sample copy of the employee contract that, at a minimum, states that the Charter
36 School is the exclusive employer of employees and has sole responsibility for employment,
37 management, dismissal, and discipline of its employees. Employee contracts, for each type of
38 employee, shall be available for review by LACOE upon request.

39 L. Teacher Credentials, Highly Qualified Teacher Requirements, and Non-Certificated Personnel:
40 Annually in September and February, in accordance with Attachment C, Reporting Timeline, the
41 Charter School shall provide to LACOE an all Staff Information List (certificated and non-certificated
42 personnel) and documentation that all teachers hold a Commission on Teacher Credentialing
43 certificate, permit, or other document equivalent to that which teachers in other public schools are
44 required to hold, except as otherwise exempted by The Charter Schools Act. The Charter School
45 shall also comply with NCLB highly qualified teacher requirements. The Charter School shall provide
46 documentation that the teachers of any NCLB and/or charter defined core subject meet the highly
47 qualified teacher requirements on an annual basis and when teachers and courses may be
48 reassigned.

1 The Charter School shall adhere to all provisions of employment laws applicable to charter schools
2 including, but not limited to, EC § 47612.5(e)(1) which states: "Notwithstanding any other provision of
3 law, and as a condition of apportionment, "classroom-based instruction" in a charter school, for the
4 purposes of this part, occurs only when charter school pupils are engaged in educational activities
5 required of those pupils and are under the immediate supervision and control of an employee of the
6 school who possesses a valid teaching certification in accordance with subdivision (1) of Section
7 47605."

8 M. Management Contracts: Prior to entering into a new or revised contract with an education or
9 charter management organization (EMO/CMO), the Charter School shall provide the following
10 information:

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

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

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

29 The Charter School will provide a written signed agreement (lease or other similar document)
30 indicating the Charter School's right to use the principal school site and any ancillary facilities
31 identified by the Charter School for the first year of the School's operation and upon any change.
32 The Charter School shall also provide evidence that the facility will be adequate for the Charter
33 School's needs. A pre-opening site visit will be conducted prior to opening regardless of whether the
34 Charter School is locating in a facility provided by a district under Proposition 39 or in a privately-
35 leased facility.

36 Once open, the Charter School may change facilities only with prior approval of the County Board.
37 Under ordinary circumstances, the School shall provide LACOE not less than 30 days notification of
38 any change in facilities in order for LACOE to conduct a site visit prior to students attending the new
39 facilities. Under extraordinary circumstances, (e.g., a change of facilities necessitated by fire or
40 natural disaster), LACOE may waive the pre-opening site visit.

41 O. Zoning and Occupancy: At all times it is operational, the Charter School shall maintain on file a
42 certification that its facility or facilities is/are located in an area properly zoned for operation of a
43 charter school (grades K-12) and has been cleared for use as a charter school by all appropriate
44 local authorities. The facility shall meet all applicable health and fire code requirements and zoning
45 laws.

46 The Charter School shall maintain on file, post as required, and upon request furnish LACOE with

1 documentation of all local approvals (EC § 47610(d)) including applicable fire marshal clearances,
2 certificates of occupancy, signed building permit inspections, and approved zoning variances. The
3 Charter School cannot exempt itself from applicable/local zoning or building code ordinances.

4 Prior to opening a new site or before an existing school may occupy a new or different facility,
5 LACOE may conduct a site review to determine that the facilities are clean, safe, Americans with
6 Disabilities Act (ADA) compliant, and have the necessary local approvals to operate. The Charter
7 School may not operate in the facility until the County Board has granted approval to do so.

8 A LACOE site review of the Charter School's facilities will determine whether they are clean, safe,
9 American Disabilities Act (ADA) compliant, and have the necessary local approvals to operate.
10 Section 1.4 N of this Agreement describes the pre-opening site visit process and requirements.

11 If the Charter School seeks facilities from the district in which it intends to locate, or is located, under
12 EC Section 47614 (Proposition 39), it will follow applicable statute and regulations regarding
13 submission of such a request to the district. LACOE will conduct a pre-opening site review to
14 approve any facilities allocated to the school by the district.
15

SECTION 2: EDUCATIONAL PERFORMANCE

16 2.1 Educational Program

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

- 19 • Scope and sequence for all subjects to be offered by the Charter School during the school
20 year and during any supplemental instruction offering
- 21 • The complete educational program for students to be served including, but not limited to:
 - 22 (1) A description of the curriculum and identification of the basic instructional materials to be
23 used
 - 24 (2) Plans for professional development, including agendas, topics to be covered, and
25 speakers
 - 26 (3) Results of interim assessments used to evaluate student specific progress during the
27 school year in addition to the results of the Standardized Testing and Reporting (STAR)
28 program in evaluation of student progress
 - 29 (4) If a high school, the University of California course descriptions submitted to UC Doorway
30 (<http://www.ucop.edu/doorwav/>)
 - 31 (5) The Charter School's annual calendar for the school year that includes the number of
32 instructional days (minimum 175 days), minimum or early release days, holidays, board
33 recess days, and professional development days
 - 34 (6) Daily bell schedule for site-based programs that includes any passing time, breaks or
35 recess, lunch breaks, before and after school activities
 - 36 (7) Designation of any non-classroom based instructional days
 - 37 (8) Sample student contracts, description of frequency of contact with teachers, pupil/teacher
38 ratios, and description of how student work will be evaluated for time value for
39 nonclassroom-based programs (if applicable)
 - 40 (9) Initial and mid-term (as appropriate) Western Association of Schools and Colleges
41 (WASC) accreditation self-study and visiting committee reports (if the school seeks such
42 accreditation)

2.2 Student Achievement Plan

The Charter School shall not be required to submit a Student Achievement Plan if it has met its API growth targets and AYP, both school wide and by significant subgroups, each year.

If the Charter School fails to meet API and/or AYP targets school-wide or by numerically significant subgroups, it shall be required to submit a Student Achievement Plan to LACOE according to the following dates:

- October 1 - Draft Student Achievement Plan
- December 1 - Final Student Achievement Plan

If the Charter School is seeking renewal of a charter and has not met API and/or AYP in the prior year, it shall submit a draft Student Achievement Plan for the future concurrent with the charter renewal request.

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

2.3 Annual Report

By December 1 each year, the Charter School shall submit to LACOE a written Annual Report to the County Board of Education for the prior year that examines and describes the following:

- STAR results both in aggregate and disaggregated by numerically significant subgroups
- If a high school, California High School Exit Exam (CAHSEE) results both in aggregate and disaggregated by subgroups
- Progress made toward meeting API and AYP targets
- Progress made toward each of the educational goals and student outcomes identified in the charter
- Evidence that the Charter School is systematically examining student data and using it to drive decisions regarding curriculum and instruction
- Names of any additional internal assessments used by the Charter School not identified in the charter
- Plans to address areas identified as needing improvement by the Charter School
- Evidence that the Charter School is financially sound based on certain criteria as indicated in Attachment B, Fiscal Oversight Requirements and Financial Reporting.
- Other relevant information as determined by LACOE or the County Board

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

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

- Progress made in areas identified where progress falls short of meeting outcomes identified

1 in the Student Achievement Plan

- 2 • Professional development provided to further progress on goals described in the Student
- 3 Achievement Plan
- 4 • Progress made on the implementation of changes to curriculum and instructional strategies
- 5 identified in the Student Achievement Plan
- 6 • Identification of targeted funds to support elements of Student Achievement Plan
- 7 • Specific evidence that the results, as shown in the Annual Report, are targeting improvement
- 8 in student achievement, and that the Charter School is financially sound according to the
- 9 criteria as set forth in Attachment B, Fiscal Oversight Requirements and Financial Reporting.

10 **2.4 Oral Report to the Los Angeles County Board of Education**

11 The Charter School shall also participate in presenting an oral report to the County Board each year.
12 The Charter School shall be informed of the presentation date by LACOE.

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

15 **2.5 Services for Students with Disabilities**

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

19 **2.6 Annual Assessment of Students**

20 The Charter School shall comply with all state and federal student assessment requirements. The
21 Charter School shall test independent of LACOE, comply with all requirements of the Educational
22 Testing Service (ETS), and provide LACOE with an electronic copy of all Student Level Data
23 provided by ETS within ten (10) days of receipt of the data from ETS.

SECTION 3: FISCAL OPERATIONS

25 **3.1 Funding**

26 The Charter School shall be funded in accordance with EC § 47630 et seq. The Charter School's
27 general purpose entitlement shall be calculated in accordance with EC § 47633 et seq. The parties
28 recognize the authority of the Charter School to pursue additional sources of funding. Any source of
29 additional funding that may result in incurring additional debt (i.e., loans) must receive prior approval
30 from the County Board of Education.

31 LACOE shall not be responsible for resolving fiscal deficiencies for the Charter School.

32 **3.2 Fiscal Agent**

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

36 **3.3 Student Attendance Accounting and Reporting**

37 **The Charter School shall use a commercially available software system for attendance reporting that**
38 **meets state attendance reporting requirements.** Annually and as updated, the Charter School shall
39 provide a copy of the software user manual as well as the Charter School's procedures for
40 attendance accounting, with evidence of internal controls. Charter School created spreadsheets on
41 Excel or other database programs shall not be accepted.

1 The Charter School shall submit a calendar of attendance months to LACOE no later than two (2)
2 weeks prior to the start of the school year. The structure of attendance months shall adhere to EC §
3 37201.

4 NOTE: It is critical that the above attendance reporting deadlines are met in an accurate and timely
5 manner. If the School misses a reporting deadline it risks being excluded from that apportionment's
6 certification and funding period. For example, if P-1 attendance data is not received in time for
7 inclusion in the P-1.

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

11 In addition, the Charter School shall prepare and submit to LACOE/Controller's Office/Pupil
12 Attendance Accounting and Compliance Unit, the certified data file and original signature state
13 attendance reports according to the following schedule:

- 14 • First Principal Apportionment (P-1) (attendance for all full attendance months between July 1
15 and December 31) by January 4 or if it falls on a Saturday or Sunday, the first business day
16 following January 4
- 17 • Second Principal Apportionment (P-2) (attendance for all full attendance months between
18 July 1 and April 15) by April 20 or if it falls on a Saturday or Sunday, the first business day
19 following April 20
- 20 • Annual Apportionment (attendance for The Charter School year) by July 5 or if it falls on a
21 Saturday or Sunday, the first business day following July 5
- 22 • Corrections to the second principal apportionment and annual principal apportionment reports
23 shall be received by LACOE not later that September 15 or if it falls on a Saturday or Sunday,
24 the first business day following September 15

25 Supplemental Instruction: A schedule of Summer Supplemental hourly instructional days and hours
26 shall be provided to LACOE no less than two (2) weeks prior to the start of the instruction. Enrollment
27 and attendance data shall be submitted on a weekly basis, and is due within five (5) business days
28 after the end of each week. The Charter School's governing board policy shall clearly identify goals,
29 and how students will be identified for supplemental instruction programs and progress evaluated
30 requisite of funding. Students shall be individually identified for each class, and the hours shall be
31 calculated separately due to different reporting requirements and funding levels.

32 **3.4 Revenue and Expenditure Reporting**

33 The Charter School is required by EC § 47605(b)(5)(l) and 47604.33 to submit periodic reports of
34 revenues, expenditures, and reserves. The Charter School shall submit to LACOE monthly
35 statement of cash flows, copies of bank statements, General Ledger, Revenue and Expenditure
36 Summary, Statement of Financial Position, Statement of Fund Balance, Year-to-date Budget to
37 Actual Statement and notes to financial statements in accordance with Attachment B, Fiscal
38 Oversight Requirements and Financial Reporting. As part of the continuous oversight, LACOE shall
39 make a periodic assessment of the charter's fiscal condition.

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

- 43 • Preliminary budget on or before July 1
- 44 • First Interim Report (expenditures through 10/31) on or before December 15
- 45 • Second Interim Report (expenditures through 1/31) on or before March 15

- Unaudited Actuals Report for the prior fiscal year on or before September 15

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

3.5 Annual Audit

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

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

- Contemporaneous records of attendance
- Annual instructional minutes
- Additional nonclassroom-based instruction
- Determination of funding for nonclassroom-based instruction as per EC § 47634.2

3.6 Oversight Fees

The Charter School shall be charged an oversight fee not to exceed one (1) percent of the general purpose and categorical block grant revenue received by the Charter School in accordance with EC § 47613 and used to offset consultant and administrative costs required for comprehensive oversight, which includes but is not limited to the following categories:

- Curriculum and instruction
- Assessment and accountability
- School fiscal review
- Site visitations
- Renewal evaluations
- Attendance accounting processing, analysis and certification

The oversight fee shall be based on the general purpose entitlement and categorical block grant funding provided to the Charter School at the Second Principal Apportionment (P-2).

3.7 State Teachers Retirement System (STRS)/Public Employees Retirement System (PERS) Reporting

If the Charter School offers its employees the opportunity to participate in STRS or PERS, the Charter School shall be responsible for contracting with LACOE for reporting purposes. Such arrangements shall be made prior to the hiring of any employee. Written notification that these arrangements have been made shall be provided to LACOE prior to the hiring of employees.

SECTION 4: FULFILLING CHARTER TERMS

4.1 Material Revision to Charter

Changes to the charter deemed to be material revisions may not be made without prior approval by the County Board of Education. Revisions 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
- Adding a nonclassroom-based program
- Proposed changes in enrollment that increases or decreases by more than 20 percent +1- of the enrollment originally projected in the charter petition in any given year
- Addition or deletion of grades or grade levels to be served
- Changes to location of facilities or lease agreements for the Charter School sites, resource centers, meeting space, or other satellite facility including the opening of a new facility; temporary locations rented for annual student testing purposes shall be exempted from this provision
- Admissions requirements and procedures
- Governance structure, including but not limited to: changes in number of board members, method by which new board members are selected, and/or changes in majority/quorum or other provisions relating to resolution approval
- Entering into or revising a contract with an EMO/CMO

4.2 State Assessments

The Charter School agrees to comply with and adhere to the state requirements for participation and administration of all state mandated tests. The state tests required to be administered include, but may not be limited to:

- California Standards Tests
- California High School Exit Examination
- Physical Fitness Test
- California English Language Development Test
- California Alternate Performance Assessment
- Aprenda

4.3 Site Visits

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

- At least one (1) site visit shall be conducted in order to assess the Charter School's progress in governance and organizational management, educational performance, fiscal operations, and fulfillment of the terms of the charter. The primary focus of the visit shall be on teaching and learning and, if applicable, the Student Achievement Plan (described under Section 2: Educational Performance). The site visit may include review of the facility, review of records maintained by the Charter School, interviews with administrators, staff, students, and parents, and observation of instruction in the classroom. The evaluations for each year shall constitute one (1) of the basis upon which a renewal decision shall be made at the end of the term of

1 the charter in accordance with the Education Code. Any deficiencies shall be reviewed with
2 the Charter School administration. The Charter School administration shall be given an
3 opportunity to address the deficiencies.

- 4 • At least one (1) site visit shall be conducted to examine and reconcile attendance
5 documentation and review the Charter School's compliance with applicable codes and
6 regulations concerning instructional minutes, ADA, and apportionment.

7 LACOE reserves the right to make unannounced visits to the Charter School. EC § 47604.32(b)
8 requires LACOE to conduct a site visit annually. The purpose of the visits shall be to monitor the
9 instructional program and operations in accordance with County Board of Education Policy 6650.

10 **4.4 Renewals**

11 The Charter School may seek renewal of its charter prior to expiration of the term of the charter in
12 accordance with EC § 47607(a) and (b). The Charter School shall submit its renewal petition for the
13 next charter term along with a copy of the most recent Annual Report and Student Achievement Plan
14 (if applicable) to LACOE, no later than the second Monday in January (County Board Policy 6670) of
15 the school year in which the Charter School term expires.

16 LACOE shall review the charter petition, academic and financial performance, audit reports, annual
17 visitation reports, and conduct a renewal site visit prior to scheduling the renewal request for
18 consideration by LACOE. To the extent required, the charter petition shall be revised in accordance
19 with current statutes and regulations. LACOE shall abide by Education Code, California Code of
20 Regulations, and County Board Policy and Regulation when considering charter renewal.

21 **4.5 Notice of Violation, Opportunity to Remedy, and Revocation**

22 The County Board may provide notice of violation, opportunity to remedy, and revoke the charter as
23 set forth in EC § 47607 and County Board Policy and Regulation.

24 **4.6 Closure Procedures**

25 At all times it is operational the Charter School shall have closure procedures in place and available
26 for review. Closure procedures shall be submitted to LACOE prior to opening, whenever updated,
27 and upon request. Procedures shall be compliant with requirements contained in County Board
28 Policies and Procedures as operationalized in Attachment D, LACOE Closure Procedures, and shall
29 contain at a minimum:

- 30 • Identification of a responsible person(s) (e.g., Executive Director, Financial Officer, president
31 of the Charter School governing board) to oversee and conduct the closure process; this
32 provision shall include a process to ensure that it is updated no less than annually or when
33 any change is made
- 34 • Notification of students and families of the Charter School closure
- 35 • Security of student and business records
- 36 • Processing of final employee payroll and benefits
- 37 • Identification of all assets and liabilities and plan for transfer as detailed in the charter
- 38 • Final close-out audit to be paid for by the Charter School
- 39 • Identification of a source of funding to be used for closeout expenses including the final audit
- 40 • Dissolution of the Charter School and/or nonprofit corporation

41 Further descriptions of each category and a closure procedures checklist are included as Attachment
42 D, LACOE Closure Procedures. The Charter School's procedures shall also satisfy the definition of
43 "closure procedures" in Title 5, California Code of Regulations § 11962, to the extent that Section
44 imposes, or is amended to impose, additional requirements.

July 1, 2010

1 If the Charter School is to close permanently for any reason (i.e., voluntary surrender, non-renewal,
2 or revocation), LACOE shall serve written notice on the Charter School that the closure procedures
3 described in Attachment D, LACOE Closure Procedures have been invoked. The Charter School
4 shall immediately identify the specific individual who is responsible for coordinating the Charter
5 School's close out activities and shall notify LACOE. LACOE shall identify a staff person who shall
6 work with the Charter School to accomplish all close out activities.

7 The Charter School expressly acknowledges the right of LACOE, on behalf of the County
8 Superintendent of Schools (pursuant to EC § 47604.3), to take immediate and direct control of all of
9 the Charter School's student and business records at any time after LACOE gives written notice that
10 it is invoking the closure procedures.

11

SECTION 5: NONDISCRIMINATION

12 The parties recognize and agree that the Charter School shall not charge tuition, shall be
13 nonsectarian, and shall be open to all students regardless of race, ethnicity, national origin, gender,
14 sexual orientation (whether perceived or actual), religion, socioeconomic status, or disability. These
15 non-discrimination provisions shall apply to employment as well.

16

SECTION 6: SEVERABILITY

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

20

SECTION 7: NON-ASSIGNMENT

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

23

SECTION 8: WAIVER

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

SECTION 9: NOTIFICATION

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

3 To LACOE at:

4 _____
5 Procurement Services Manager
6 Los Angeles County Office of Education
7 9300 Imperial Hwy
8 Downey, CA 90242

9 To the Charter School at:

10 Ricardo Mireles, Executive Director
11 Academia Avance Charter School
12 115 North Avenue 53
13 Los Angeles, CA 90042

14 This Agreement, including Attachments A through D, contains the entire Agreement of the parties
15 with respect to the matters covered hereby, and supersedes any oral or written understandings,
16 agreements, or Agreements between the parties with respect to the subject matter of this
17 Agreement. No person or party is authorized to make any representations or warranties except as
18 set forth herein, and no Agreement, statement, representation or promise by any party hereto which
19 is not contained herein shall be valid or binding. The undersigned acknowledges that she/he has not
20 relied upon any warranties, representations, statements, or promises by any of the parties herein or
21 any of their agents or consultants except as may be expressly set forth in this Agreement. The
22 parties further recognize that this Agreement shall only be modified in writing by the mutual
23 agreement of the parties.

24
25 _____
26 Date Mathew S. Jaime, Board President, Academia Avance Charter School

27
28 _____
29 Date Ricardo Mireles, Executive Director, Academica Avance Charter School

30
31 _____
32 Date Designee, Los Angeles County Board of Education

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 API growth targets and/or AYP 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 API and/or AYP 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 API and AYP, 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 API and/or AYP targets, 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 STAR and AYP 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 API targets or AYP 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 on the LACOE website. Information on AYP, including targets and criteria may be found at www.cde.ca.goviteac/ayfindex.asp.

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.

By the 15th day of each month the Charter School shall provide the following reports and documents with full disclosure of transactions to the Controller's Office, LACOE for the prior month:

1. Monthly bank statements
2. Monthly bank reconciliations
3. Monthly general ledger
4. Statement of revenue and expenditures
5. Statement of financial position
6. Statement of fund balance
7. Year to date budget to actual statement
8. Notes to financial statements

Details regarding time lines for the submission of the above reports and additional financial related documents of the Charter School are detailed in Attachments B-1 and B-2.

**Los Angeles County Office of Education
Controller's Office
Academia Avance Charter School**

Required per California Education Code 47604.33

On or before July 1, submit a preliminary budget.

On or before December 15, submit the first interim financial report. This report shall reflect changes through October 31.

On or before March 15, submit the second interim financial report. This report shall reflect changes through January 31.

On or before September 15, submit a final unaudited report for the full prior year.

Please submit reports in DAT file format and Excel files for details (i.e. budget assumptions, enrollment, percentage and ADA, rates etc.)

The signature page with original signature is required.

Required per California Education Code 47605(m)

A charter school shall transmit a copy of its annual, independent, financial audit report for the preceding fiscal year to the County Office of Education, State Controller, and the State Department of Education by December 15 of each year.

Required by Los Angeles County Office of Education, according to California Education Code 47604(3)

A charter school shall promptly respond to all reasonable inquiries, including, but not limited to, inquiries regarding its financial records, from its chartering authority.

Please submit quarterly certified aged statement of Debts/Liabilities with dates of the origin of the debt, cost of borrowings, and principal repayment plan with timelines in Excel format.

Copies of quarterly payroll tax reports.

The following monthly financial statements/reports are to be received by the 15th day of the following month.

- Bank statements (fax)
- Bank reconciliations (fax or e-mail Excel file)
- Statement of revenues and expenditures (month-to-date/year-to-date for actuals and budget and comparisons) (e-mail Excel file)
- Statement of financial positions (e-mail Excel file)
- Statement of fund balance (e-mail Excel file)
- Notes to financial statements (fax or e-mail)
- General Ledger (e-mail Excel file)

Please submit all reports to the Controller's Office to the attention of:

Ms. Lily Lu
Administrative Analyst
Financial Support Services
Los Angeles County Office of Education
Clark #1140
12830 Columbia Way
Downey, CA 90242-4720
Tel: (562) 922-8840
July 1, 2010

Fax: (562) 401-5408
E-mail Lily_Lu@laoe.edu

**Los Angeles County Office of Education
Controller's Office
Academia Avance Charter School**

The following are the formal due dates for submission of financial data to Controller's Office, LACOE:

Financial Reports:

Budget: July 1

Unaudited Actual: September 15

1st Interim (Oct 31): December 15

Annual Audit Report: December 15

2nd Interim (Jan 31): March 15

Quarterly certified aged statement of Debts/Liabilities with dates of the origin of the debt, cost of borrowings, principal repayment plan with time lines in excel format.

Copies of quarterly payroll tax reports

DAT Files due to LACOE

Budget: June 15

Unaudited Actual: August 15

1st Interim (Oct 31): December 1

2nd Interim (Jan 31): March 1

It is necessary to submit the DAT files to LACOE about one month in advance for unaudited actual and at least two weeks in advance for others. This allows time to review the files, balances and advise on any changes you may need to make to be compliant with SACS.

**Los Angeles County Office of Education
Timeline and Due Dates 2010-11**

Attachment C: Reporting Timeline (Revised Annually)

Category	Report/Activity	Send to*	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Attendance	Class Size Reduction Form J-7CSR: To LACOE no later than 05/10/11 (Participating Charters). LACOE will mail to the state: Attach copy of calculations to form.	COPA cc: CSO											X	
Attendance	Instructional Calendar and Bell Schedule: Preliminary due 7/16/10; Revised (if needed) due 8/16/10	COPA cc: CSO	X	X										
Attendance	Monthly Attendance Report AMENDMENTS 1 (from July 1 – Dec. 31): Must be received by the end of the following attendance month but no later than 01/03/11	COPA	X	X	X	X	X	X	X					
Attendance	Monthly Attendance Report AMENDMENTS 2 (from July 1 – April 15): Must be received by the end of the following attendance month but no later than 04/20/11	COPA	X	X	X	X	X	X	X	X	X	X		
Attendance	Monthly Attendance Report AMENDMENTS 3 (from July 1 – June 30): Must be received by the end of the following attendance month but no later than 06/24/11 (ECMS, LAICHS, ODY, OUCHS); 07/01/11 (SEA)	COPA	X	X	X	X	X	X	X	X	X	X	X	X
Attendance	P-1 State Attendance Report (ECMS, LAICHS, ODY, OUCHS): original signature documents received and certified data file e-mailed by: 01/05/11	COPA							X					
Attendance	P-2 State Attendance Report (ECMS, LAICHS, ODY, OUCHS): original signature documents received & certified data file e-mailed by: 04/26/11	COPA										X		
Attendance	P-3 State Annual Attendance Report (ECMS, LAICHS, ODY, OUCHS): original signature documents received and certified data file e-mailed by: 07/06/11	COPA												X
Attendance	Summer Session Attendance Registers: No later than the Friday following the close of the summer session (If applicable) for all 10-Month Charters	COPA	X	X	X									
Attendance	Summer Session Schedule (including days and hours): No later than 2 weeks prior to start of summer session for All 10-Month Charters	COPA												X
Attendance	Monthly Attendance Reports: Must be received by the first Friday after end of the attendance month. Exceptions: P-1: last attendance month ending on or prior to Dec. 31 – report must be received by 01/03/11; P-2: last attendance month ending on or prior to April 15 – report must be received by 04/20/11; P-3/Annual: last attendance report must be received no later than three (3) days after the last day of school.	COPA	X	X	X	X	X	X	X	X	X	X	X	X

**Los Angeles County Office of Education
Timeline and Due Dates 2010-11**

Category	Report/Activity	Send to*	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Fiscal	Cash Flow Statement for Fiscal Year 2010-2011	CO cc: CSO											X	
Fiscal	Charter Board Adopted Final Budget: 07/01/10 (Ed Code 47604.33)	CO	X											
Fiscal	Charter Budget Estimated Actuals: 1/TBD /11	CO cc: CSO							X					
Fiscal	Consolidated Application (Title I,II, III,VI, Economic Impact Aid) Part II for current FY: 1/11; Part I for next FY: 6/11	SEA to CO; Others to CDE							X					X
Fiscal	Final, unaudited actual data of the prior year: on or before 9/15/10 (Ed Code 42100(b))	CO cc: CSO			X									
Fiscal	Financial Expenditure for Special Education: 10/01/10	CO cc: CSO				X								
Fiscal	First Interim Financial Report: 12/15/10 (Ed Code 47604.33)	CO cc: CSO						X						
Fiscal	Independent Annual Audit: 12/15/10 (Ed Code 41020(h))	State CO, CDE, CO						X						
Fiscal	Monthly Financial Reports: Must be received by the 10th day of the month: 1) Monthly bank statements, 2) Monthly bank reconciliation, 3) Monthly general ledger, 4) Statement of revenue and expenses, 5) Statement of financial position, 6) Statement of fund balance, 7) Year to date Budget to Actual Statement, 8) Notes to financial statements.	CO	X	X	X	X	X	X	X	X	X	X	X	X
Fiscal	Preliminary Budget: 5/16/11 (Ed Code 47604.33)	CO cc: CSO											X	
Fiscal	Proof of Insurance (Worker's Comp., Comp. Bodily Injury & Property Damage Liability, Property Damage/Boiler & Machinery/Electronic Data Processing Insurance, Fidelity Bond): 09/01/10 and as notified	Ebix (LACOE's Insurance Compliance Office)			X									
Fiscal	Second Interim Financial Report: 3/15/11 (Ed Code 47604.33)	CO cc: CSO									X			
Fiscal	Site Lease Agreements: 08/16/10 (And when modified)	CSO		X										
Governance	Governing Board List of Members, Officers, Affiliations, and Contact Info: 08/16/10 (And when modified)	CSO		X										

**Los Angeles County Office of Education
Timeline and Due Dates 2010-11**

Category	Report/Activity	Send to*	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Governance	Governing Board Meeting Schedule for 2010-11: 08/16/10 (And when modified)	CSO		X										
Governance	Governing Board Regular & Special Meeting Agenda Notice: When posted per Brown Act; Audiorecording w/in 10 business days of meeting; Approved Minutes w/in 5 business days of approval.	CSO	X	X	X	X	X	X	X	X	X	X	X	X
Governance	Organization Chart displaying relationship between governing board and school leadership: 09/30/10	CSO			X									
Governance	School Contact Information (General & School Leadership Team): 08/16/10	CSO		X										
HR	Blank Employment Agreement/Contract for each employee type (i.e., certificated, non-certificated, mgnt., etc.): 8/16/10	CSO		X										
Instruc	CAHSEE (LAICHS, OUCHS, SEA)	N/A				X						X		
Instruc	California School Information Services (CSIS) Program: All 2009-10 data must be uploaded by 07/31/10	CDE	X											
Instruc	CaIPADS: Upload all required student data on a regular schedule. Follow CaIPADS guidelines.	CDE	X	X	X	X	X	X	X	X	X	X	X	X
Instruc	Campus Supervision Policy: 8/16/10 (And when modified)	CSO		X										
Instruc	CBEDS: Data collection is 10/06/10. Data may be submitted online until 10/29/10. (Note: CDE will be offering web-based training and the online system will be available in early October.) Spring 2011 TBD.	CSO				X					TBD	TBD	TBD	TBD
Instruc	FERPA - Annual Parent Notification: 09/30/10	CSO			X									
Instruc	Health & Safety Plan (Including staff training schedule and emergency drill calendar): 08/16/10	CSO		X										
Instruc	Non NCLB Compliant Teachers - Notice to Parents (If Applicable): 10/01/10 and if added during the year.	CSO				X								
Instruc	Parent/Student & Employee Handbooks for 2010-11: 08/16/10	CSO cc: COPA		X										
Instruc	SARC - Publish on school website or make written report available; Notification to Parents: 02/01/11 or as determined by CDE. (Provide CSO with link or hard copy depending on method of publishing.)	CSO								X				

**Los Angeles County Office of Education
Timeline and Due Dates 2010-11**

Category	Report/Activity	Send to*	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Instruc	SELPA Agreement: 08/16/10	CSO		X										
Instruc	Student and Staff (Certificated and non-certificated) Information Lists & Credentials: 10/01/10 and 02/02/11	CSO				X				X				
Instruc	STAR Student Level Data Disk: Within 5 days of receipt from ETS and no later than 10/01/10.	CSO		X	X	X								
Instruc	STAR Testing Schedule: Submit 2 weeks prior to testing	CSO									X	X	X	
Instruc	STAR Testing Takes Place	N/A									X	X	X	
Instruc	Student National Origin Report (SNOR): 03/01/11	CSO									X			
Instruc	Submit Coursework to UC Doorways (High Schools Only). 10-11 submission cycle opened 2-15-10 & closes 9-19-10 at midnight.	N/A	X	X	X									
Instruc	Suspension and Expulsion Report: June 2011	CSO												X
Instruc	WASC Accreditation (If applicable): Follow individual school plan submission and visitation cycle.	N/A	X	X	X	X	X	X	X	X	X	X	X	X
Instruc	California High School Exit Exam (CAHSEE) Intensive Instruction Report (If applicable): April 2011	Wms/Valen										X		
Instruc-EL	CELDT Annual Testing Window	N/A	X	X	X	X								
Instruc-EL	CELDT Results Annual Parent Letter	CSO							X	X				
Instruc-EL	CELDT Testing	N/A	X	X	X	X								
Instruc-EL	English Learners Monthly Monitoring of RFEP Students: (Documentation Maintained at Site)	N/A	X	X	X	X	X	X	X	X	X	X	X	X
Instruc-EL	English Learner program placement, parent letter: Start of School Year	CSO	X	X	X									
Instruc-EL	English Learner waiver program, annual info. to parents	CSO		X									X	X
Instruc-EL	R30 Language Census Report: 03/01/11	CSO									X			
Instruc-Title I	Title I PI Notification to Parents (if applicable): Start of School Year	CSO		X	X									
Instruc-Title I	NCLB Non-Highly Qualified Teacher Notification to Parents (if applicable): Start of School Year & Every 4 Wks of Tchr Placement	CSO	X	X	X	X	X	X	X	X	X	X	X	X
Other	Annual Report to LACOE Board (Oral): Jan. - Apr. (TBD)	N/A							X	X	X	X		

**Los Angeles County Office of Education
Timeline and Due Dates 2010-11**

Category	Report/Activity	Send to*	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Other	Annual Report to LACOE Board (Written): 12/01/10	CSO						X						
Other	Scheduled Charter School Office Meetings (Tentative)	N/A			X					X		X		
Site Visit	Site Facility Inspections (TBD)	N/A	X	X	X	X	X	X	X	X	X	X	X	X
Site Visit	Site Visit Per EC 47604.32 (TBD)	N/A	X	X	X	X	X	X	X	X	X	X	X	X
	*CSO = Charter School Office CO = Controller's Office COPA = Controller's Office Pupil Attendance Wms/Valen = Williams/Valenzuela													
	<u>[1] CA School Information Services (CSIS) Program in transition to CalPADS. The CSO will update you as we receive information.</u>													

**Los Angeles County Office of Education
Charter School Closure Procedures Checklist**

ITEM	DESCRIPTION OF NECESSARY ACTION	COMPLETION DATE
9.	The charter school shall, within five (5) business days of the Closure Action, 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. The charter school shall terminate all existing leases, service agreements, and other contracts 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. LACOE CSO shall be copied on all correspondence.	Five (5) business days
10.	The charter school shall, within five (5) business days of the Closure Action, provide written notification to the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), or other retirement benefit administration systems, and follow their procedures for dissolving contracts and reporting. LACOE CSO shall be copied on all correspondence.	Five (5) business days
11.	The charter school shall, within five (5) business days of the Closure Action, notify all 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. LACOE CSO shall be copied on all correspondence.	Five (5) business days
12.	LACOE CSO shall respond promptly to inquiries from students, their families, charter school faculty and staff, the community/public, and the media.	Immediately
13.	Provided that LACOE has possession of pupil records, LACOE shall, within five (5) business days, respond to parent/guardian written requests for a copy of their child's cumulative file ensuring that the documents are given to the parent/guardian identified as having legal custody/guardianship of the student with regard to educational placement.	Five (5) business days from request
14.	LACOE shall, within ten (10) business days, respond to requests for the transfer of students' cumulative files to other public or private schools in which students enroll.	Ten (10) business days from request
15.	If the charter school continues instruction to the end of the current academic year, it shall issue report cards within five (5) business days of the last date of instruction.	Five (5) business days from last date of instruction
16.	<p>16a. The charter school shall, within five (5) days of the last date of instruction, submit an enrollment update to the CDE California School Information Services (CSIS) Program and deposit a copy with http://lacoemis.org</p> <p>16b. The charter school shall, within twenty (20) business days of the last date of instruction, provide the LACOE Controller's Office (CO), Pupil Attendance with the final monthly student attendance registers, signed by teachers and certified by the designated administrator; all teacher contemporaneous records (daily class lists/rosters); and all absence logs, sign-in/out sheets and other supporting documentation for attendance accounting.</p> <p>16c. The charter school shall provide closing State Attendance Report (SAR) with original signatures as well as the electronic file on compact disk either hand delivered or certified/return receipt mail to LACOE CO, Pupil Attendance within ten (10) business days of the above.</p>	<p>Five (5) business days from last date of instruction</p> <p>Twenty (20) business days from last date of instruction</p> <p>Ten (10) business days</p>

**Los Angeles County Office of Education
Charter School Closure Procedures Checklist**

ITEM	DESCRIPTION OF NECESSARY ACTION	COMPLETION DATE
17.	The charter school must continue to maintain the same insurance coverage for the period following dissolution and winding up of the corporation or entity.	Continuous
18.	The charter school shall continue to ensure that assets are protected against misappropriation, theft, and deterioration. Assets shall not be disposed of or moved without the express written consent of LACOE Controller's Office (CO) . Insurance must be maintained until assets are properly disposed of in accordance with the distribution plan. All materials/inventory purchased with federal dollars and subject to federal restrictions must be disposed in accordance with applicable federal law.	Continuous
19.	The charter school shall, within ten (10) business days of the Closure Action, produce for LACOE's inspection, a comprehensive list of and copies of all existing leases, service agreements, and other contracts. LACOE CSO shall be copied on all correspondences with identified contractors.	Ten (10) business days
20.	The charter school shall, within ten (10) business days of the Closure Action, notify all funding sources (including charitable partners) of the school's closure. LACOE CSO shall be copied on all correspondence.	Ten (10) business days
21.	If the charter school has any agreements with organizations representing employees, the charter school shall notify the organizations of the Closure Action as specified in the agreements. LACOE CSO shall be copied on all correspondence.	According to agreements
22.	The charter school shall, within ten (10) business days of the Closure Action, notify the LACOE CSO of all pending law suits or legal claims to which the school is a party. The charter school shall immediately notify LACOE CSO if litigation or claims are filed thereafter until the school is formally dissolved.	Ten (10) business days
23.	The charter school shall, within ten (10) business days of the Closure Action, prepare and deliver to LACOE CO a comprehensive inventory of all assets. These assets may not be disposed of, moved, transferred, or liquidated without express written consent from LACOE.	Ten (10) business days
24.	The charter school shall, within ten (10) business days of the Closure Action, provide the LACOE CO with a close-out budget that includes the following: 24a. A description of current and outstanding projected payroll and payroll benefits commitments through closure, including a list of each employee, and their job duties; and 24b. A projection of the funds necessary to complete all administrative closure related tasks.	Ten (10) business days
25.	The charter school shall, within ten (10) business days of the Closure Action, prepare and deliver to LACOE CO a comprehensive list of all creditors and debtors.	Ten (10) business days

**Los Angeles County Office of Education
Charter School Closure Procedures Checklist**

ITEM	DESCRIPTION OF NECESSARY ACTION	COMPLETION DATE
26.	<p>The charter school shall return grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law as appropriate. Submit a final expenditure report for all grants to the granting agency within twenty (20) business days from the last date of instruction. Federal grants must be closed out, including the filing of the required Final Expenditure Report and Final Performance Reports. Federal Forms 269 and 269a may apply if the school was receiving funds directly from the U.S. Department of Education. LACOE CSO shall be copied on all correspondence.</p>	<p>Twenty (20) business days from last date of instruction; applicable state and federal requirements</p>
27.	<p>The charter school shall, within twenty (20) business days of the Closure Action and monthly until dissolution, submit to LACOE CO monthly accounts payable along with detailed payment schedules. (Expenditures must be strictly limited to only those that are reasonable and necessary for the on-going day-to-day operations of the charter school. These expenditures are limited to salaries, benefits, utilities, rent, auditor /certified public accountant and insurance and must already be authorized in the budget.)</p> <p>Submit year-end financial reports to the LACOE CO within twenty (20) business days of the last date of instruction.</p>	<p>Twenty (20) business days Twenty (20) business days from last date of instruction</p>
28.	<p>The charter school shall, within twenty (20) business days from the Closure Action, prepare and deliver to LACOE CO a proposed plan and timeline for the disposal of all property owned by the school (and acquired with public funds) in order to maximize revenue in accordance with law, payment of any and all liabilities and the disbursement of any remaining assets of the school, liquidation of assets to pay off any and all outstanding liabilities.</p> <p>No assets may be liquidated, disposed of, moved, or transferred, in accordance with this proposed plan until LACOE has given approval and the final closure audit has been concluded.</p>	<p>Twenty (20) business days</p>
29.	<p>The charter school shall arrange for a preliminary audit, if requested by LACOE.</p> <p>The charter school shall arrange for a final closure audit no more than 120 calendar days from the last date of instruction; cost of the audit will be considered a liability of the charter school. This audit may coincide with the regular required annual audit. 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 LACOE with the estimated start and completion date, and estimated cost of audit. The independent auditor will conduct a final audit of the charter school, including but not limited to the following task(s):</p> <ul style="list-style-type: none"> • An accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value. • An accounting of the liabilities, including accounts payable and any reductions in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation. • An assessment of the disposition of net assets including all unrestricted and restricted funds received by, or due to the charter school. • Verification of school's comprehensive list of creditors and debtors and the amounts owed or owing. • The charter school will provide copies of the final monthly student attendance registers to the independent auditor. 	<p>Upon request 120 calendar days from the last date of instruction</p>

