

**RESOLUTION OF THE FRANKLIN-McKINLEY SCHOOL DISTRICT
BOARD OF EDUCATION
REGARDING REQUEST TO RENEW THE CHARTER OF
VOICES COLLEGE BOUND LANGUAGE ACADEMY**

WHEREAS, by enacting the Charter Schools Act (Ed. Code §§ 47600, *et seq.*), the Legislature has declared its intent to provide opportunities to teachers, parents, pupils, and community members to establish and maintain schools that operate independently from the existing school district structure for the purposes specified therein; and

WHEREAS, the Legislature has declared its intent that charter schools are and should become an integral part of the California educational system and the establishment of charter schools should be encouraged, and that charter schools are part of and under the jurisdiction of the Public School System and the exclusive control of the officers of the public schools; and

WHEREAS, Assembly Bill 1505 (AB 1505) was signed into law by Governor Gavin Newsom on October 3, 2019, adding a number of new provisions to the petition review and evaluation criteria, most of which took effect on July 1, 2020; and

WHEREAS, AB 1505 amended Education Code §47605(c) to state that an authorizer “shall grant a charter for the operation of a school under this part if it is satisfied that granting the charter is consistent with sound educational practice and with the interests of the community in which the school is proposing to locate. The governing board of the school district shall consider the academic needs of the pupils the school proposes to serve”; and

WHEREAS, although charter schools are exempt from many of the laws governing school districts, in return for that flexibility, they are accountable for complying with the terms of their charters and applicable law; and

WHEREAS, Education Code §47605(c) charges school district governing boards and county boards of education with the responsibility of reviewing charter petitions to determine whether they meet the legal requirements for a successful charter petition; and

WHEREAS, a successful charter petition must contain reasonably comprehensive descriptions of the criteria set forth in Education Code § 47605(c)(5)(A)-(O), as well as the affirmations and other requirements set forth in Education Code §47605; and

WHEREAS, if a governing board denies a petition to form a charter school, it must make written findings to support any of the following under Education Code § 47605(c): (1) the charter school presents an unsound educational program for the pupils to be enrolled in the charter school; (2) the petitioners are demonstrably unlikely to successfully implement the program set forth in the petition; (3) the petition does not contain the required number of signatures [not applicable to renewals]; (4) the petition does not contain an affirmation of each of the conditions described in Education Code §§47605(e); (5) the petition does not contain reasonably comprehensive descriptions of all of the criteria set forth in Education Code §§47605(c)(5)(A)-(O); and (6) the petition does not contain a declaration of whether or not the charter school shall be deemed the

exclusive public employer of the employees of the charter school for purposes of Government Code § 3540 (the Rodda Act, the State’s collective bargaining law for school employees), in addition to the two new grounds added as set forth below; and

WHEREAS, AB 1505 added the following grounds for denial of a petition, effective July 1, 2020:

(7) “The charter school is demonstrably unlikely to serve the interests of the entire community in which the school is proposing to locate. Analysis of this finding shall include consideration of the fiscal impact of the proposed charter school. A written factual finding under this paragraph shall detail specific facts and circumstances that analyze and consider the following factors: (A) The extent to which the proposed charter school would substantially undermine existing services, academic offerings, or programmatic offerings. (B) Whether the proposed charter school would duplicate a program currently offered within the school district and the existing program has sufficient capacity for the pupils proposed to be served within reasonable proximity to where the charter school intends to locate,” and

(8) “The school district is not positioned to absorb the fiscal impact of the proposed charter school. A school district satisfies this paragraph if it has a qualified interim certification pursuant to Section 42131 and the county superintendent of schools, in consultation with the County Office Fiscal Crisis and Management Assistance Team, certifies that approving the charter school would result in the school district having a negative interim certification pursuant to Section 42131, has a negative interim certification pursuant to Section 42131, or is under state receivership. Charter schools proposed in a school district satisfying one of these conditions shall be subject to a rebuttable presumption of denial.”

WHEREAS, the above two new grounds do not apply to a request to renew a charter, but do apply to the impact of a proposed material revision of a charter under Education Code section 47607(a)(4).

Procedural History

WHEREAS, Voices College-Bound Language Academy Charter School (“Voices” or “Charter School”), has been operating in the District since the initial approval of its Charter in March 2006; and

WHEREAS, on or about October 11, 2024, the Charter School submitted a request to renew its charter for term of July, 1, 2025 through June 30, 2030; and

WHEREAS, in compliance with Education Code §47605(b), the Board held a public hearing on November 12, 2024, to determine the level of support for the Renewal; and

WHEREAS, the Board, under Education Code §47605(b), is obligated to take action to grant or deny the Renewal within 90 days of its submission, unless the parties mutually agree to an extension of up to thirty (30) days; and

WHEREAS, the Charter School has agreed that the Board will take action to grant or deny the renewal at its January 14, 2025, meeting.

Evaluation of Mid-Performing Charter School

WHEREAS, under Education Code §47607.2(b), for “mid-performing charters,” the chartering authority, on renewal, “shall consider the schoolwide performance and performance of all subgroups of pupils served by the charter school in the state and local indicators”; and

WHEREAS, under Education Code §47607.2(b), for mid-performing charters, “[t]he chartering authority shall provide greater weight to performance on measurements of academic performance in determining whether to grant a charter renewal”; and

WHEREAS, under Education Code §47607.2(b), for mid-performing charters, the authorizer shall consider clear and convincing evidence that either:

- (1) The Charter School has achieved measurable increases in academic achievement, as defined by at least one year’s progress for each year in school, or
- (2) Strong postsecondary outcomes, as defined by college enrollment, persistence, and completion rates equal to similar peers; and

WHEREAS, under Education Code §47607.2(b), for mid-performing charters, the chartering authority may deny a renewal only upon making written findings, with sufficient facts to support the findings, that: (1) the charter school has failed to meet or make sufficient progress towards meeting standards that provide a benefit to the pupils of the school, (2) that closure of the charter school is in the best interest of pupils, and, (3) if applicable, its decision provided greater weight to performance of measurements of academic performance; and

WHEREAS, under Education Code §47607.2(b), for mid-performing charters, a charter granted under this subdivision shall be granted for a term of five (5) years.

Notice to Cure and Correct to the Charter School

WHEREAS the Board “may deny renewal of a charter school upon a finding that the school is demonstrably unlikely to successfully implement the program set forth in the petition due to substantial fiscal or governance factors.” (Education Code section 47607(e)); and

WHEREAS, the Board may deny renewal upon substantial fiscal or governance factors after providing at least 30 days’ notice to the charter school of the alleged violation and a reasonable opportunity to cure the violation, including a corrective action plan proposed by the charter school; and

WHEREAS, the Board may deny renewal upon substantial fiscal or governance factors if it finds either that: (1) the corrective action proposed by the charter school has been unsuccessful, or

(2) the violations are sufficiently severe and pervasive as to render a corrective action plan unviable.

The Board's Options: Approve or Deny the Renewal

WHEREAS, the Education Code does not require that the Board make findings if it elects to grant a renewal of a mid-performing charter school; and

WHEREAS, if a governing board denies a petition to renew a charter school, it must make written findings to support any of the grounds listed under Education Code § 47605(c).

NOW, THEREFORE, BE IT FURTHER RESOLVED AND ORDERED by the Franklin-McKinley School District Board of Education that:

Option 1: The Board hereby grants the request to renew the Charter of Voices College-Bound Language Academy Charter School for a renewal term of July 1, 2025 through June 30, 2030, on the condition that the Charter School agrees to execute the Memorandum of Understanding accompanying this Resolution. [Proceed directly to the recitals at the end of this Resolution]; or

Option 2: *The Board hereby denies the request to renew the charter of Voices College-Bound Language Academy Charter School for a renewal term of July 1, 2025 through June 30, 2030 on the following grounds (all findings below support all grounds listed for the Board's decision):*

1. *Petitioners are Demonstrably Unlikely to Successfully Implement the Program Set Forth in the Petition (Education Code § 47605(c)(2)).*
2. *Under Education Code §47607.2(b), the Board finds that: (1) the charter school has failed to meet or make sufficient progress towards meeting standards that provide a benefit to the pupils of the school, (2) that closure of the charter school is in the best interest of pupils, and, (3) if applicable, its decision provided greater weight to performance of measurements of academic performance.*
3. *The Charter School failed to cure the violation, or provide a corrective action plan, in response to the District's June 2024 Notice to Cure and Correct, and is therefore demonstrably unlikely to successfully implement the program set forth in the petition due to substantial fiscal or governance factors.*

The Board of Education's decision is based on all of the factual findings contained in the accompanying staff report.

* * *

NOW, THEREFORE, BE IT FURTHER RESOLVED AND ORDERED by the Franklin-McKinley Elementary School District Board of Education that [select one]:

- ☐ The Board hereby grants the request to renew the Charter of Voices College-Bound Language Academy Charter School for a renewal term of July 1, 2025 through June 30, 2030, on the condition that the Charter School agree to execute the Memorandum of Understanding accompanying this Resolution (Exhibit A); or
- ☐ The Board hereby denies the request to renew the charter of Voices College-Bound Language Academy Charter School for a renewal term of July 1, 2025 through June 30, 2030, and hereby adopts the above factual findings contained in the accompanying staff report in support of its decision.

PASSED AND ADOPTED on January 14, 2025, by the Franklin-McKinley Elementary School District by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENCES:

I declare under penalty of perjury that the foregoing resolution was duly passed and adopted on the date and by the vote stated.

Secretary of the FRANKLIN-MCKINLEY
ELEMENTARY SCHOOL DISTRICT
BOARD OF EDUCATION

EXHIBIT A

[Conditions for Approval]

**MEMORANDUM OF UNDERSTANDING REGARDING CHARTER SCHOOL
OVERSIGHT AND OPERATIONS
by and between
FRANKLIN-McKINLEY SCHOOL DISTRICT AND
VOICES COLLEGE-BOUND LANGUAGE ACADEMIES, ON BEHALF OF
VOICES COLLEGE-BOUND LANGUAGE ACADEMY**

This Memorandum of Understanding ("Agreement") is executed between the Franklin-McKinley School District ("District") and Voices College-Bound Language Academies, a California non-profit public benefit corporation, on behalf of Voices College-Bound Language Academy (collectively "Charter School"), operating under the District's oversight.

I. RECITALS:

- A. The Franklin-McKinley School District is a school district existing under the laws of the State of California.
- B. Voices College-Bound Language Academies is a nonprofit, public benefit corporation that operates multiple charter schools throughout California and the County of Santa Clara, including of Voices College-Bound Language Academy, which is to be operated by Voices College-Bound Language Academies in accordance with state and federal laws and under the oversight of the District. Voices College-Bound Language Academies shall be responsible for, and have all rights and benefits attributable to, the Charter School as further outlined herein, and where this Agreement obligates the Charter School to a particular course of action, Voices College-Bound Language Academies is coextensively required to fulfill such obligation.
- C. The District is the chartering authority of Voices College-Bound Language Academy, which is operating under a charter with a term from July 1, 2025 to June 30, 2030. This Agreement is intended to outline the agreement of the Charter School and the District governing their respective fiscal and administrative responsibilities, their legal relationships and operation of Charter School.
- D. Written modifications of this Agreement may be made by mutual agreement as set forth in Section A below. This Agreement was approved by the Board of Trustees of the District on January 14, 2025 and by the Governing Board of Voices College-Bound Language Academies on [DATE] and shall be effective upon execution until terminated in accordance with this Agreement.
- E. The terms of this Agreement are intended by both parties to become part of the conditions, standards and procedures set forth in the Charter document ("Charter"). The parties agree that this Agreement is consistent with the approved Charter. If the parties discover any terms of this Agreement conflict with the terms of the Charter, this Agreement shall control the handling or resolution of the particular issue in question. To the extent that this Agreement is inconsistent with any of the terms of the Charter, both parties shall meet to amend the Agreement to reach consistency, if the inconsistency is material to the terms of the Charter. If the parties do not reach agreement regarding the consistency, the parties agree to follow the procedures for dispute resolution as stated in the Charter.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, the Charter School and the District do hereby agree as follows:

II. AGREEMENTS

A. Term

1. Along with the Charter, this Agreement will govern the relationship between the District and the Charter School regarding the operation of Charter School and the relationship of the District, Voices College-Bound Language Academy, and Voices College-Bound Language Academies.
2. Any modification of this Agreement must be in writing, executed by duly authorized representatives of both District and Charter School, ratified by the respective Boards, and must indicate intent to modify or amend this Agreement.
3. The duly authorized representative of the Charter School is the Executive Director/CEO, or any designee thereof.
4. The duly authorized representative of the District is the Superintendent or any designee thereof. In order to ensure consistency in communications, all communication regarding any aspect of the operation of Charter School shall be initiated by the designated representative of Charter School with the Superintendent of the District, unless the Superintendent delegates this function to another employee of the District.
5. The term of this Agreement shall be coterminous with the operation of the Charter, including the current term and any renewal terms. This Agreement shall be effective upon Board approval of the Parties' respective governing boards and will remain in place until terminated in accordance with this Agreement. This entire Agreement is subject to approval by the respective governing boards of the District and Charter School.
6. This Agreement shall terminate automatically upon closure of Charter School for any reason, except as may be specified otherwise herein, except those provisions that survive termination of this Agreement. "Closure" means that all legally required closure processes are completed, including completion of a final audit as required by law, and exhaustion of any nonjudicial, administrative appeal remedies under Education Code section 47605 or 47607.
7. The terms of this Agreement shall constitute material terms of the charter. Should the Charter School materially fail to meet and comply with the terms of the Agreement after thirty (30) days' written notice from the District, the parties shall immediately meet and confer to identify specific remedies that the District may implement in response to the Charter School's failure to meet and comply with the terms of

the Agreement. If the Charter School does not comply within thirty (30) days of identification of remedies, the District may pursue any statutory remedies.

B. State Funding under Local Control Funding Formula

1. The Charter School will be funded in accordance with the Local Control Funding Formula ("LCFF"). Charter School will receive base funding and may receive supplemental and concentration grants. Charter School will be responsible for providing the California Department of Education ("CDE") with all data required for funding and will comply with all laws and regulations as developed by the Legislature and State Board of Education ("SBE") to implement LCFF. All information provided by Charter School shall be truthful and accurate. In addition to the LCFF, the parties recognize the authority of the Charter School to pursue additional sources of funding.
2. LCFF includes accountability requirements. Charter School was required to develop, adopt, and annually update a three-year Local Control and Accountability Plan ("LCAP"), in conformity with Education Code section 52060 et seq. and its implementing regulations, beginning on July 1, 2015, using the SBE template approved for this purpose, with an annual update to be adopted each July 1 thereafter, in accordance with Education Code section 47606.5, and an LCFF budget overview for parents required pursuant to Education Code section 52064.1 by July 1.
3. Charter School shall comply with the requirements of Education Code Section 47606.5 in developing its LCAP including but not limited to:
 - a. Consultation with teachers, principals, administrators, other school personnel, parents and pupils;
 - b. Provide notice of the opportunity to submit written communication, consider stakeholder input, and approve in public meetings brought in conformity with the Brown Act;
 - c. Adopt LCAP concurrent with the Charter School's budget, submit to CDE and post on website.
4. Charter School shall comply with all accountability measures including the LCAP evaluation rubrics as may be revised by SBE from time to time, as well as the following:
 - a. SBE regulations including but not limited to all requirements "to increase and improve" services for unduplicated pupils.
 - b. Obtain parent and public input in developing, revising, and updating LCAPs as required by applicable law.
 - c. Cooperate and comply with the County Superintendent of Schools if the Charter School meets the requirements to obtain technical assistance under Education Code section 47607.3.
 - d. Charter School shall ensure that all LCFF funds are spent in accordance with the requirements of the law.
5. Lottery funds – Charter School will be funded directly from the State

through the District for its share of these funds. A portion of Lottery Funds must be spent on instruction, as dictated by the State.

6. Charter School may be eligible for Federal funding including, but not limited to: Title I, II, IV and VII, based on the qualification of Charter School's students for such funding.
7. Charter School shall elect to receive funding from the State directly, pursuant to Education Code section 47651. Should the Santa Clara County Office of Education or other agency distribute such funds to the District rather than to the Charter School, District shall have no liability whatsoever for failure of the Charter School to timely receive its funding. However, District will promptly transfer to the Charter School any Charter School funds it receives in error.
8. Charter School may receive funding from new or one-time funding sources available to schools or school districts provided by the State of California to the extent that Charter School and its students generate such entitlements. Additionally, Charter School may apply for private grants.
9. Grants written by and obtained by Charter School will come directly to Charter School and not go through the District or be subtracted from the resources the District would otherwise have allocated to Charter School.
10. If the District applies for additional sources of funding in the form of grants or similar funding at the request of and for the benefit of Charter School, which it may do in its sole discretion, the District will receive a percentage of the funds to be allocated to Charter School. The District will charge the maximum indirect costs as allowed under law or as specified by the specific funding source. If the District applies for funds for its schools and the Charter School at the same time, funds shall be allocated to Charter School on a prorated basis based on the formula that generates the funds. For example, if funds are generated on a per eligible student basis, they shall be allocated to Charter School on a per eligible student basis minus the administration fee (i.e., indirect cost fee) charged by the District. Nothing herein, however, shall obligate the District to apply for such additional sources of funding for the benefit of Charter School, unless otherwise required by law.
11. Charter School shall cooperate fully with the District in any applications made by the District at the request of and for the benefit of Charter School.
12. Charter School agrees to comply with all applicable laws and regulations related to receipt and expenditures of such funds.
13. The District shall annually transfer to Charter School funding in lieu of property taxes in monthly installments on or before the fifteenth (15th) of each month pursuant to Education Code section 47635, unless the District does not receive such revenue.

14. Charter School agrees that all loans or other financial commitments by Charter School shall be the sole responsibility of Charter School and the District shall have no obligation for repayment. Charter School shall provide District with not less than 30 days' notice of its intent to incur debt of any kind, including debt incurred by Charter School on behalf of, or for the benefit of Charter School, in a sum exceeding \$50,000.00. Such notice shall set forth the amount of debt, the lender, and the general terms of the agreement. Charter School shall ensure that all vendors, creditors, etc., are aware that the Charter School is independent of the District and the District has no responsibility for debts or obligations of the Charter School. (See Section II.C.2.)
15. Charter School agrees that all state and federal funding and revenue (including but not limited to LCFF, supplemental, concentration and Lottery funding) obtained by Voices College-Bound Language Academies on behalf of Voices College-Bound Language Academy shall be used for the benefit of the Voices College-Bound Language Academy, in accordance with the approved Charter, policies approved by the Charter School Governing Board, this Agreement or any authorized amendments to this Agreement, and all applicable laws, regulations and ordinances, in addition to providing educational services and support consistent with the Charter, and proportional support for the operation of a central office and services in support of the mission of Voices College-Bound Language Academies in accordance with Board-adopted policies.

C. Legal Relationship

1. The Parties recognize that the Charter School is a separate legal entity that operates under the supervisory oversight of the District. Voices College-Bound Language Academies shall maintain its status in good standing with the Internal Revenue Service, the State of California, and shall operate in compliance with its Bylaws and the Charter, and shall further ensure that Voices College-Bound Language Academy, to the extent it is a legal entity separate from Voices College-Bound Language Academies, operates in compliance with all applicable laws. Any failure to do so will be deemed a material violation of the Charter.
2. Voices College-Bound Language Academies Governing Board and Chief Executive Officer shall be wholly and independently responsible for Charter School's operations and shall manage its operations efficiently and economically within the constraints of Charter School's Charter and its annual budget. The District shall not be liable for the debts or obligations of Charter School, or for claims arising from the debts or obligations of Charter School or for claims arising from the performance of acts, errors, or omissions by Charter School, and Charter School agrees to indemnify the District against any such claims as set forth in the Charter and this Section without regard to the extent the District has performed the oversight responsibilities described in Education Code Sections 47604.32 and 47605(m). This indemnification shall survive termination of this Agreement.

Subject to the above, it is agreed that it is the parties' intent that the

District shall incur no unreimbursed cost or expenses of any type whatsoever as a result of its relationship with Charter School. The Charter School shall not enter into a contract or agreement to be managed or operated by any other nonprofit benefit corporation (or any other corporation or entity) without the express written prior approval of the District.

Charter School shall not have the authority to enter into a contract that would bind the District, nor to extend the credit of the District to any third person or party.

Charter School shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District, its officers, directors, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter "District" and "District Personnel") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and/or District Personnel, that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, Charter School's performance under this Agreement or the Charter, the condition or use of its facilities, or any acts, errors, negligence, omissions or intentional acts by Charter School, its Governing Board, administrators, employees, agents, representatives, volunteers, successors and assigns. This indemnity and hold harmless provision shall exclude actions brought by third persons against the District arising out of any acts, errors, negligence, omissions or intentional acts by the District and/or District Personnel or solely out of any acts or omissions of the District and/or District Personnel that are not otherwise related to or connected with Charter School and/or its Personnel. This indemnification clause shall survive termination of this Agreement.

3. Consistent with Education Code section 47604.1, Charter School will comply with all applicable state and federal laws, including, without limitation, the Ralph M. Brown Act (Gov. Code, § 54950 et seq.), the California Public Records Act (Gov. Code, § 6250 et seq.), and applicable conflict of interest laws applicable to public entities generally, including without limitation, the Political Reform Act (Gov. Code, § 87100) and Government Code 1090 et seq., as set forth in Education Code 47604.1. The parties agree to abide by decisions of the California Court of Appeal, California Supreme Court, and any other state administrative agency with jurisdiction to interpret and enforce conflict of interest laws, to the extent such bodies issue decisions on the application of conflict of interest laws to California charter schools. Charter School shall also comply with all applicable federal and state laws concerning the maintenance and disclosure of student records, including, without limitation, the Family Educational Rights and Privacy Act of 1974 (20 U.S.C.A. §1232g), all applicable state and federal laws and regulations concerning the improvement of student achievement, including the Every Student Succeeds Act (ESSA), and agrees to take appropriate remedial action if notified by the District, State of

California, and/or Office for Civil Rights or other federal or state administrative agency charged with enforcement of these laws, of a violation of any of the foregoing.

4. Any formal, written complaints or concerns (including complaints filed with OCR, CDE, EEOC, or Civil Rights Division) received by the District about any aspect of the operation of Charter School or about Charter School shall be forwarded by the District to Charter School. District may request that Charter School inform the District of how such concerns or complaints are being addressed, and Charter School shall provide such information. Charter School shall handle its own uniform complaints pursuant to a Uniform Complaint Procedure adopted in accordance with California Code of Regulations, Title 5, Sections 4600 *et seq.* The District retains the authority to investigate any complaints received, in its sole discretion. This section applies to complaints regarding special education.

D. Oversight Relationship

1. Oversight Obligations: District oversight obligations include, but are not limited to, the following:
 - a. Monitoring the Charter School's academic performance, pupil outcomes, pupil growth by all subgroups, and efforts to pursue and meet pupil outcomes, including but not limited to the goals set forth in the Charter School's Local Control Accountability Plan.
 - b. Providing in writing to the Charter School no later than July 1 each year a Monitoring and Reporting Schedule.
 - c. Review and revision of this Agreement and any subsequent agreements to clarify and interpret the Charter and amendments to the Charter and the relationship between Charter School and the District.
 - d. Monitoring performance and compliance with the Charter and with applicable laws, including, without limitation, by way of the following:
 - Identifying at least one staff member as a contact person for the Charter School;
 - Visiting Charter School at least once per year;
 - Ensuring that Charter School submits the reports and documents identified in subsection (D)(1)(h) below;
 - Monitoring the fiscal condition of Charter School;
 - Notifying the State of California upon the occurrence of any of the events described in Education Code section 47604.32(a)(5).

Charter School shall promptly respond to all reasonable inquiries of the District, including, but not limited to, inquiries

regarding its financial records.

- e. Any process conducted in compliance with Education Code section 47607 related to the issuance of a Notice of Violation or other corrective notice related to Charter School's operations, including document requests, hearings, notices, and investigations, and monitoring efforts to remedy operational problems identified by the District.
- f. Data required to be submitted pursuant to this Section shall be submitted in electronic form if requested by the District.
- g. Charter School shall comply with Generally Accepted Accounting Principles (GAAP) applicable to public school finance and fiscal management. Charter School shall maintain a minimum reserve for economic uncertainties (designated fund balance) compliant with the reserve requirements applicable to school districts.
- h. Pursuant to Education Code section 47604.3, the District has the right to make, and Charter School is obligated to respond, to reasonable requests for information. The Charter School shall promptly respond to requests for information, including but not limited in the areas set forth below. The following provisions are not intended to be exclusive. For purposes of fiscal oversight and monitoring by the District, the District requires Charter School to provide information and documentation related to its operations. Charter School shall provide all information and documentation in the form and at the times specified by the District. Charter School shall provide the District with a copy of the following documents, data and reports, in the form and at the times specified.

(A) Student Data

Charter School shall submit student enrollment projections to the District by June 1 of the preceding school year each year. Any additional student data information with respect to Charter School shall be provided to the District within seven (7) business days of request by District personnel.

Charter School shall maintain contemporaneous written records of enrollment and ADA and make these records available to the District for inspection and audit upon request. Charter School shall provide copies of the P-1, P-2, and annual state attendance reports to the District prior to each report's deadline submission date. Copies of amended state attendance reports, if any, shall be provided to the District within 3 weeks of discovery of the need for making such an amendment. Charter School shall be responsible for reporting all necessary information for the California Basic Education Data System (CBEDS) and the California Longitudinal Pupil Achievement Data System (CALPADS) to the CDE. Such reports must be

generated using the Attendance Reporting software as applicable to charter schools. Charter School shall ensure that coding of student information conforms to District student information system requirements.

Charter School's student discipline policies shall be provided to the District upon request, and as updated; all updates shall be specifically identified for ease of reference and review. Charter School shall provide written notice to the District of each District resident student that leaves the Charter School at any time without completing the school year, including when the student has ceased attending the Charter School for disciplinary reasons or any other involuntary disenrollment for any reason.

(B) Personnel Data/Credential Data

Staffing data shall be available to the District upon request. Charter School shall maintain teacher credentials, clearances, and permits subject to inspection by the District as needed. Charter School shall maintain a log listing all certificated employees, including substitute teachers; credentials and/or permits, including expiration dates; the starting and ending date of each assignment; and the number of days served in each assignment. Charter School shall also perform an audit that each certificated employee is properly assigned in accordance with his/her credential area/clearance/permit, upon initial assignment and each subsequent assignment, and shall maintain contemporaneous documentation of said audit. Charter School shall provide all credential-related documentation to the District upon request.

Charter School will maintain on file, and available for inspection, evidence that clear criminal records summaries based on criminal background checks were conducted and received for all employees prior to employment. Charter School will provide to the District written assurances of compliance with Education Code section 44237 no later than five (5) days prior to the District's scheduled site visit.

Charter School shall report employment status changes for credentialed employees based on allegations of misconduct to the Commission on Teacher Credentialing ("CTC") within 30 days pursuant to Education Code sections 44030.5. Nothing in this provision shall deter the Charter School from voluntarily submitting reports to the CTC before the occurrence of a change in employment status. The District shall be provided a copy of such report concurrently with its submittal to CTC. Charter School shall also report to the District any employment status changes for all other employees based upon allegations of misconduct within 30 days. Charter School shall provide notice to the District's Assistant Superintendent, Educational Services, or designee, by electronic mail.

(C) Budget/Financial Data

Budget Data:

A preliminary budget that has been approved by the Charter School governing board shall be provided to the District on or before July 1 of each year. All key budget variables, including revenue, expenditure, debt, beginning and ending balance variables shall be defined, and the budget shall be accompanied by summary certificated and classified employee salary data, and health benefit plans and policies as supporting documents, including Full-Time Equivalent (FTE's) by position.

Copies of budget revisions shall be provided to the District within two weeks of revision, upon approval by Charter School Governing Board.

A copy of any revisions to Charter School budget guidelines, policies, and internal controls shall be provided to the District within four weeks of adoption of revisions, followed by annual updates. Updates shall be specifically noted for ease of reference and review.

Cash Flow Data/Long-term Debt:

Financial Data

Bank account reconciliations for Charter School will be the responsibility of Charter School.

Charter School shall submit reports to District in accordance with Education Code Section 47604.33 as follows:

- Preliminary budget on or before July 1
- Annual LCAP update and LCFF budget overview for parents on or before July 1
- First interim financial report on or before December 15
- Second interim financial report on or before March 15
- Final unaudited report for the full prior year on or before September 15

The First Interim Financial Report shall reflect changes through October 31; the Second Interim Financial Report shall reflect changes through January 31.

In accordance with Education Code section 47604.33(b), because the District must use the financial information it obtains from Charter School's financial reports to assess the fiscal condition of the Charter School, Charter School shall submit to the District draft reports three (3) weeks in advance of the dates indicated above, and final reports two (2) weeks in advance of such dates, to enable District to have adequate time to review and comment before the final deadline, if necessary.

Financial Audit:

Charter School shall provide a copy of Charter School's Audited Financial Report to the District, the Santa Clara County Superintendent of Schools, the State Controller, and the California Department of Education by December 15 of each year, unless this deadline is changed through a modification of the Education Code. Charter School's Executive Director will review any audit exceptions or deficiencies and report to the Charter School Governing Board with recommendations on how to resolve them. Charter School will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same. Any disputes regarding the resolution of audit exceptions and deficiencies will be resolved through the process described in the Charter.

Charter School shall, upon request by the District, present a report to the District's Board of Trustees on its fiscal solvency. This presentation shall be made at an agendaized meeting of the Board of Trustees and the report shall include review of the Charter School's ADA, revenue, expenditures, debt, audit findings, and compliance with applicable revenue-based programs and grants such as the National School Lunch Program and the Public Charter Schools Grant Program.

Charter School acknowledges that its inability to provide an accounting of how the \$3.8 million fund transfer to Voices College Bound Academies, as approved by a June 29, 2020 resolution adopted by the Voices College Bound Academy Board, damaged the trustworthiness and commitment to transparency of the Charter School and its corporate parent. The Charter School's failure to account for how the \$3.8 million revenue that was generated by, and intended to benefit the students of Voices College Bound Academy demonstrated an unacceptable lack of internal fiscal control and institutional integrity. Accordingly, Charter School agrees that it will not make any fund transfers to, or for the benefit of, Voices College Bound Academies, or any of the other charter schools that it operates, other than reasonable market fees for the provision of administrative, back-office, or other support services. Such fees shall be memorialized in a written agreement approved by the Charter School Board in open session of a duly agendaized regular board meeting, which shall enumerate with specificity the services provided in consideration of the payment.

(D) Governance Data/Meeting Information

Copies of meeting agendas for meetings of the Charter School Governing Board shall be posted at the Charter School facility, corporate offices, and on their websites at the time they are distributed to the public pursuant to the Brown Act. Minutes shall be approved at the subsequent meeting of the Charter School

Governing Board and copies of meeting minutes shall be available at the Charter School facility within 5 days after their approval. Copies of approved minutes will be maintained by Charter School and made available on the Charter School website within 5 days of approval.

Charter School shall establish an annual calendar listing the dates of its regular meetings and identify the locations of those meetings so that members of the public are able to attend the meeting in person, if desired, which will be held in compliance with the Brown Act. Regardless of specific location, Charter School will ensure that all meetings are accessible to the public and may be attended in person if desired. In addition, for any meeting, Charter School may provide an accessible videoconference location within the boundaries of the City of San Jose for every meeting. Notice of the videoconference location shall be included on all meeting agendas, and each videoconference location shall allow for public comment from the video conference location.

Upon request of the District, the Charter School shall annually (on or before July 1 of each year) send to the District a list of its directors and officers, including addresses and phone numbers. The Charter School shall notify the District within 30 days of any change in the composition of these directors and/or officers.

In addition, the Charter School shall regularly provide agendas and minutes for meetings of its English Learner Advisory Committee upon request.

(E) Personnel Policies

A copy of any updates to Charter School personnel and payroll policies shall be provided upon commencement of the first school year and annually thereafter by the District's annual visit to the Charter School.

(F) Risk Management Data

Charter School shall establish and institute risk management policies and practices to address reasonably foreseeable occurrences. Copies of all policies of insurance and memoranda of coverage shall be provided by Charter School to the District annually no later than July 1st annually upon request. The District shall be named as an additional insured. Should insurance expire or lapse for any reason, the Charter School shall immediately inform District, and Charter School shall immediately reinstate full coverage as set forth in Section II G.

The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement at any time.

A copy of the Charter School Health and Safety Plan will be maintained by the Charter School and shall be provided (including updates) upon request of the District no later July 1 annually in pdf format to the District's Assistant Superintendent, Educational Services, or designee, by electronic mail.

(G) Programmatic/Performance Audit

The Charter School shall prepare an annual performance review and present the review to the District Board of Trustees at a public meeting of the Board on or about March 1 each year, the specific date to be mutually agreed between District and Charter School. The performance review report shall include all information necessary to demonstrate that Charter School is meeting the applicable accountability standards and legal requirements as defined by the State of California, the Charter, and this Agreement, and operating in a legally compliant and fiscally responsible manner for the then current school year. The performance review report shall also include, among other things: a discussion of the educational program being delivered at the Charter School; an analysis of whether student performance is meeting the goals specified in the Charter using data displayed on a school-wide basis and disaggregated by major racial and ethnic categories, socio-economic status, English learner status, and/or disability; an overview of Charter School's admissions practices during the year and data regarding the numbers of students enrolled and the number on waiting lists; student data regarding student discipline, expulsion and any disenrollment including the basis for any disenrollment; analysis of the effectiveness of Charter School's internal and external dispute mechanisms and data on the number and resolution of written disputes and complaints; as well as any updates on the Charter School's operations.

(H) Instructional Materials

A list of core instructional materials by grade and content will be maintained by the Charter School and shall be made available to the District within five (5) business days of receipt of a written request from the District. Charter School shall provide such other documents, data and reports related to the Charter School's instructional materials as may be reasonably requested or required by the District or the Santa Clara County Office of Education.

2. Oversight Fees: Charter School shall pay the District one percent (1%) of Charter School revenues to cover the actual cost of supervisorial oversight, unless the District provides substantially rent free facilities, in which case the oversight fee shall not exceed three percent (3%) of the Charter School's revenue. The District reserves the right to charge a pro rata share for Charter School's use of District facilities, in its discretion to the extent allowable by applicable laws. "Charter School revenue" means the funding as set forth in Education

Code section 47613(f) or as modified by the Legislature. The District will invoice the Charter School for this amount at the end of each fiscal year.

3. Administrative Services: Charter School has the obligation to provide all administrative services necessary to operate Charter School. Charter School may provide these services directly or may contract with a third party to provide services, including the District. If Charter School purchases services from a third party other than the District, it shall provide the District, upon request, access to all information regarding Charter School maintained by the third party service provider to the same extent that such information is accessible to the Charter School. Should Charter School desire to purchase administrative or business services from the District, Charter School shall request administrative services in writing. If the Charter School requests administrative services from the District in writing, the Parties shall execute an administrative services contract delineating their agreement. Any such contract is incorporated by reference herein and shall govern the Parties' entire relationship with respect to the District's provision of administrative services.

In the event that the Charter School contracts with the District for any service, including but not limited to food service, custodial or transportation, it shall be obligated to pay for and utilize those services for the entire fiscal year for which such services are contracted. Any contract between the District and Charter School for these services shall be for one year only and shall be finalized before February 1 prior to the fiscal year for which services will be used.

4. Technical Assistance/Failure to Improve Academic Outcomes: Charter School agrees that if one or more pupil subgroups fail to meet the criteria as set forth in Education Code section 47607.3 in two or more years, it shall accept technical assistance as requested by the County Superintendent of Schools in the manner set forth in that statute.

E. Special Education and Student Issues

Please see the Charter School Petition (p. 50-57) for a full description of the roles and responsibilities for special education services for Charter School students.

F. Student Application/Registration/Records/Withdrawal

1. Charter School shall adopt Student Registration forms that include questions about whether the student is currently receiving or has ever received any type of special services (e.g. special education, IEP, Section 504 plan, accommodation plan), or has been expelled from a school district. Charter School shall use a Records Request form to request pupil records from the prior school of attendance for all students who enroll in Charter School. Charter School shall not seek such information in any admissions material.
2. Student Withdrawal from Charter School. If a pupil is expelled or leaves

the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information.

3. No student may be suspended for more than ten (10) days or involuntarily disenrolled or dismissed from the Charter School without compliance with the Charter School Suspension/Expulsion policy or the Charter School's attendance and truancy policies.

G. Insurance

Charter School will obtain its own insurance coverage to cover the operations of Charter School and shall supply the District certificates of insurance, with proof of insurance of at least the types and amounts recommended by the District's insurer based upon the standard coverage for a school of similar size and location, as initially outlined below, which may change annually based on, among other factors, size and location of Charter School subject to District agreement to such change. It is understood that the Charter School is a separate entity from the District and the Charter School is afforded no coverage under any District policy. The District shall be an additional insured on all Charter School policies, and Charter School insurance is to be primary and any insurance maintained by the District, its officers, officials, employees, or volunteers shall be in excess of the Charter School's insurance and shall not contribute to such coverage(s).

To the extent necessary to effectuate continuing coverage of the District under Charter School policies, the provisions of this Section II(G) shall survive the termination of this Agreement.

1. The Charter School, at its expense, shall procure and maintain throughout the term of this Agreement General Liability insurance with a minimum per occurrence limit of \$10,000,000 and the deductible/self-insurance retention shall not exceed \$10,000. Such minimum limits of policies shall in no event limit the liability of the Charter School hereunder. Insurance shall include coverage for claims against the Charter School, its elected or appointed officials, employees, agents, volunteers and students (interns while acting on behalf of the Charter School) arising out of errors and omissions, abuse and molestation, and employment practices liability. Except for errors and omissions, and employment practices liability coverage, the policy or policies shall name as additional insured, by way of separate endorsement, the District, its elected or appointed officials, employees, agents and volunteers. The policy or policies shall provide that this insurance shall be primary with respect to any liability or claimed liability arising out of the performance or activities by the Charter School under this Agreement or the Charter School's use of the Premises, and that any insurance procured by the District, its elected or appointed officials, employees, agents and volunteers shall be excess and shall not be called upon to contribute until the limits of the insurance provided hereunder shall be exhausted.

2. Charter School shall maintain automobile liability insurance, including non-owned and hired coverage with a minimum per accident limit of \$10,000,000 for any injuries to persons (including death therefrom) and property damage in connection with the Charter School's activities under this Agreement.
3. Charter School is to procure and maintain, for the duration of this Agreement, Workers' Compensation insurance against claims for injuries to the Charter School's employees in accordance with such insurance as required by the State of California Labor Code and Employers Liability coverage.
4. Professional Liability (Errors and Omissions) Insurance (including employment practices coverage) with limits not less than One Million Dollars (\$1,000,000) each occurrence.
5. If any policies are written on a claims-made form, Charter School agrees to maintain such insurance continuously in force for three years following termination or revocation of the Charter or extend the period for reporting claims for three years following the termination or revocation of the Charter to the effect that occurrences which take place during this shall be insured.
6. District is not responsible for real or personal property losses suffered by the Charter School, its elected or appointed officials, employees, agents, volunteers or students, except those losses resulting from the actions, omissions, negligence or willful misconduct of the District, its trustees, officers, agents and/or employees. Charter School shall be solely responsible for obtaining adequate property insurance for Charter School's personal property, building improvements and any real property/buildings owned by the Charter School.
7. The Charter School must have adopted administrative rules and regulations in regards to risk management and safety, including Board Policies, Administrative Regulations, and provisions in its employee and parent handbooks that are targeted towards risk management and safety.
8. The Charter School must adhere to Charter School's insurance carrier's established claim reporting guidelines, especially as they relate to timeliness and completeness of reporting, and providing assistance requested by the carrier or its representative in the investigation and defense of a claim.
9. If the Charter School is housed in a facility that is not owned by the District, the Charter School shall only allow its facilities to be used by the public in a manner consistent with District Board Policy and Administrative Regulation.
10. The District shall retain the ability to conduct inspections of its facilities and equipment pursuant to established risk management guidelines. Defective or dangerous conditions discovered through these inspections must be promptly corrected at the Charter School's own expense,

should the Charter School be found responsible for said defective or dangerous condition. The Charter School shall complete safety inspections per its safety policy.

11. Charter School shall provide a Concussion and Head Injury Information Sheet ("Form") to any student athlete on a yearly basis and the athlete shall not commence practice or competition until the Form is signed and returned by the athlete and the athlete's parent or guardian.
12. The Charter School shall obtain parent or legal guardian permission for voluntary field trips, excursions or extracurricular activities for all student participants under eighteen years of age. An Assumption of Risk Form shall be signed by all parents/legal guardians of student participants under eighteen years of age and the release shall include acknowledgment that such trips, excursions or extracurricular activities are not affiliated with the District. Student participants eighteen years of age or older shall sign the Assumption of the Risk Form on their own behalf.
13. Charter School employees and parent volunteers must provide proof of automobile liability insurance coverage and a valid driver's license prior to driving on Charter School business or activities. Drivers must be at least 21 years old. Only participants in the activity shall ride in the vehicle while it is being driven on school business.
14. All extracurricular athletic activities or student body groups involving off-campus activities shall require an assumption of risk form to be signed by the participant and parent/legal guardian. Such forms and release shall include acknowledgment that such trips, excursions or extracurricular activities are not affiliated with the District.
15. The Charter School shall follow Charter School's charter, employment agreements, and personnel policies in regards to termination of employees, handling sexual harassment complaints and conducting business in a nondiscriminatory manner and must comply with applicable local, state and federal laws and regulations.
16. If Charter School decides to use the services of independent contractors rather than hiring employees, the Charter School shall be responsible for properly risk managing those activities, including but not limited to compliance with the requirements set forth in Education Code sections 44237, 44830.1 and 45125.1. The Charter School shall also assume all responsibility for any taxes and penalties, which may be assessed against Charter School by the Internal Revenue Service.
17. If any of the Charter School's coursework involves the handling of hazardous materials, the Charter School shall first provide student training, as well as sufficient supervision to protect the safety of students and teachers. The Charter School shall follow safety guidelines mandated in their insurance policy agreement.
18. Fidelity Bond coverage shall be maintained by the Charter School to cover all Charter School employees who handle, process, or otherwise

have responsibility for Charter School funds, supplies, equipment and/or other assets. Minimum amount of coverage shall be \$150,000 per occurrence, with no self-insured retention. The bond/policy deductible shall not exceed \$5,000.

I. Human Resources Management

1. All staff working at the Charter School are employees of Charter School or of Voices College-Bound Language Academies. Charter School shall have sole responsibility for employment, management, salary, benefits, dismissal and discipline of its employees. Nothing in this section shall restrict Charter School's ability to hire temporary employees or independent contractors as necessary and in compliance with applicable law.
2. Charter School will be considered the exclusive public school employer under the Educational Employment Relations Act.
3. Charter School agrees to comply with applicable federal statutory and regulatory requirements for teachers and paraprofessionals used for instructional support as set forth in ESSA.
4. Charter School shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements, including but not limited to the requirements set forth in Education Code sections 44237, 44830.1 and 45125.1. No individual may begin employment or be in contact with students without full clearance from the Department of Justice.

J. Transportation

All responsibility for transportation services, if offered, will be provided by Charter School, including transportation for field trips.

K. Nutritional Services

Absent a separate written agreement to the contrary, District will not be responsible for providing food services to Charter School. Charter School shall fully comply with all applicable state and federal laws governing free and reduced price lunch/meals. Charter School and District agree that Charter School will participate in the National School Lunch Program, and Charter School understands the importance of every student having access to nutritious lunches and snacks.

L. Educational Program

1. Subject to District oversight and compliance with its Charter and applicable state and federal law, including, without limitation, ESSA, IDEA, state law on the education of students with disabilities, and Section 504, Charter School is autonomous for the purposes of, among other things, deciding Charter School's educational program with the understanding that the educational program shall comply with the Charter.

2. Charter School's calendar shall be submitted upon request to the District for review and verification of compliance with instructional day and minutes requirements. Updates to the calendar shall be provided to the District within 10 days of any changes.
 3. It is understood that Charter School shall meet or pursue the adequate applicable accountability provisions under state and federal law.
 4. Charter School will not "opt-in" to participate in the *Williams Settlement*, but shall comply, if found to be eligible, with the monitoring and inspection requirements imposed by AB 599 (2021), set forth in Education Code 1240.
- M. Facilities. Charter School shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Code. The facilities shall meet the requirements of the Americans with Disabilities Act and shall be approved by the local fire marshal for the use intended. Charter School agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. Charter School shall conduct fire drills regularly and shall maintain records of such drills. Charter School must be located within the District's boundaries and may not establish an additional site or facility without seeking material revision of its Charter document from the District's Board. No major construction may be initiated at any facility without at least 60 days' notice to the District, and without the advance written consent of District.
- Whenever the Charter School is utilizing District facilities, Charter School understands and acknowledges that a separate facilities use agreement is required. If the parties have a facilities use agreement in place, that shall govern over this section.
- N. Traffic: Charter School agrees that, for any programmatic or operational decision that raises a reasonable possibility of causing a significant environmental impact, it will discuss, consult and collaborate with the District in its efforts to identify, determine and mitigate any traffic impacts to the site, for the purpose of conducting any environmental review process and identifying mitigation measures and other steps that may be required under the California Environmental Quality Act; and that may otherwise be required to address any traffic issues that might arise in the neighborhood in which Charter School is located.
- O. Renewal. The parties recognize that Charter School will be required to meet the requirements of applicable laws as a condition for renewal. If Charter School intends to apply for a renewal of its charter, the District and Charter School may mutually agree to a date of charter submission. The petition must satisfy all legal criteria and evidence that the Charter has operated in full compliance with the law, the Charter and the Agreement in order to be renewed.
- P. Response to Requests. Pursuant to Education Code section 47604.3, Charter School shall respond promptly to all reasonable written requests of the District. As a nonprofit public benefit corporation operating publicly funded charter

schools, Charter School agrees that its records shall be open to public inspection pursuant to the terms of the California Public Records Act. The Charter School identifies the following contact person for receipt of requests for information: Gabriela Quintanilla, Principal.

- Q. Designees. Any notice, documentation, and/or information required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:
- If to the District: Juan Cruz, Superintendent
Franklin-McKinley School District
645 Wool Creek Drive
San Jose, CA 95112
- If to Charter: Aldo A Ramírez, Chief Executive Officer
6840 Via del Oro Drive, Suite #205
San Jose, CA 95119
- R. Legal Counsel. Charter School shall retain the right to use its own legal counsel and will be responsible for procuring such counsel and associated costs.
- S. Provision of Documents. With both parties understanding that some state, federal and county documents directed toward Charter School may be mailed to the District, the District agrees to pass on such documents and forms to Charter School in a timely manner, so it may complete its legal obligations. Charter School has full responsibility for the forms and documents it receives directly and those which it must access on the internet on its own.
- T. Non-Assignment. Neither party shall assign its rights, duties or privileges under this Agreement, nor shall either party attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the written consent of the other party. The replacement of Charter School with any other nonprofit corporation or other operating body or governance structure shall be treated as a material revision of the Charter, subject to the review and approval of the District pursuant to applicable provisions of the Education Code.
- U. Severability. If any provision or any part of this Agreement is for any reason held to be invalid or unenforceable or contrary to public policy, law or statute and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
- V. Jurisdiction. The parties agree that for all legal action the appropriate jurisdiction is the County of Santa Clara, State of California.

This represents the full and final agreement between Charter School and the District. Any modifications of this Agreement must be in writing and executed by the duly authorized representatives of both parties specifically indicating the intent of the parties to modify this Agreement.

Dated:

Juan Cruz, Superintendent
Franklin-McKinley School
District

Dated:

Aldo A Ramírez, Chief Executive Officer
Voices College-Bound Language
Academies

JULY				
Due Date	Who	Item	Description	To Whom to Submit
July 1	Charter	<i>Authorizer Contact</i>	<i>Authorizer notifies each charter school of staff member identified as contact</i>	Asst. Sup Ed Services
July 1	Charter	<i>LCAP Due to County</i>	<i>Charter School is required to Develop, adopt, and annually update a three-year Local Control and Accountability Plan (LCAP), using the State Board Approved template for this purpose, in accordance with Education Code section 47606.5</i>	Copy to Asst. Sup Ed Services or designee
July 1	District	<i>Monitoring and reporting schedule sent to Charter School</i>	<i>Provide in writing to the Charter School no later than July 1 each year a Monitoring and Reporting Schedule.</i>	Charter Principal
Upon request	Charter	<i>List of directors and officers including addresses and phone numbers</i>	<i>Charter School shall annually (on or before July 1 of each year) send to the District a list of its directors and officers, including addresses and phone numbers.</i>	Asst. Sup Ed Services
July 1	Charter	<i>Preliminary budget provided to District</i>	<i>A preliminary budget that has been approved by the Charter School governing board shall be provided to the District on or before July 1</i>	Asst. Sup Business Services
Upon request	Charter	<i>Copies of all policies of insurance and memoranda of coverage shall be provided to District</i>	<i>Charter School shall establish and institute risk management policies and practices to address reasonably foreseeable occurrences. Copies of all policies of insurance and memoranda of coverage shall be provided by Charter School to the District annually no later than July 1st.</i>	Asst. Sup Business Services
Upon request	Charter	<i>Copy of Health and Safety Plan maintained and provided to District in pdf format</i>	<i>A copy of the Charter School Health and Safety Plan will be maintained by the Charter School and shall be provided (including updates) to the District no later July 1</i>	Asst. Sup Ed Services
AUGUST/SEPTEMBER				
Due Date	Who	Item	Description	To Whom to Submit
Friday of 6 th week of school	Charter	<i>Weekly enrollment report</i>	<i>The enrollment report (warm body count) due each Friday for the first six weeks of school. Reported by grade level.</i>	Asst. Sup Business Services
Upon Request		<i>Student discipline policies</i>	<i>Charter School's student discipline policies shall be provided to the District annually by September 1 of each year, and as updated; all updates shall be specifically identified for ease of reference and review.</i>	
September 15	Charter	<i>Written compliance with Education Code section 44237</i>	<i>Staffing data shall be available to the District on an annual basis and prior to commencement of each school year.</i>	Asst. Sup Ed Services

			<i>Teacher credentials, clearances, and permits shall be maintained on file at Charter School and shall be subject to periodic inspection by the District. Charter School will maintain on file, and available for inspection, evidence that clear criminal records summaries based on criminal background checks were conducted and received for all employees prior to employment.</i>	
September 15	Charter	Final unaudited report due	Final unaudited report for the full prior year on or before September 15	Asst. Sup Business Services
By September 30	District	District Charter Principal Meeting #1	Review annual visit protocol, deadlines and annual update to the board.	Charter School Principals or designee
OCTOBER/NOVEMBER/DECEMBER				
Due Date	Who	Item	Description	To Whom to Submit
CBEDS Day	Charter	CBEDS Enrollment	<i>Provide the District the following CBEDS reports:</i> a. <i>CBEDS enrollment report including breakdown by ethnicity</i> b. <i>In and Out of District (LEA) report</i> c. <i>Enrollment shift report between FMSD and charter</i> d. <i>Other reports as requested from FMSD</i>	Asst. Sup Business Services
October 31	Charter	<i>First Interim Financial Report</i>	<i>First Interim Financial report shall reflect changes through October 31</i>	Asst. Sup Business Services
November 1	Charter	<i>Authorizers are required to conduct annual visit</i>	Documents for Annual Visit uploaded to shared drive including the charter school will provide an updated staff list with verification of credential, TB testing, and fingerprints.	
November	District	<i>Annual Charter School Visits</i>	<i>The District is required to conduct annual visit at least one time a year.</i>	Charter Principal or designee
December 15	Charter	<i>Charter School's Audited Financial report to the District, the Santa Clara County Superintendent of Schools, the State Controller and the California Department of Education</i>	<i>Charter School Shall provide a copy of Charter School's Audited Financial report to the District, the Santa Clara County Superintendent of Schools, the State Controller and the California Department of Education by December 15</i>	Asst. Sup Business Services
December 15	Charter	<i>Annual audit</i>	<i>Annual independent financial audit – for prior fiscal year</i>	Asst. Sup Business Services
JANUARY/FEBRUARY/MARCH				
Due Date	Who	Item	Description	To Whom to Submit
January 8	Charter	<i>First Period attendance report (P-1)</i>	<i>Attendance report for first attendance accounting period, in CDE format</i>	Asst. Sup Business Services

January 15	Charter	<i>Annual Charter Accountability reports and presentation slides due to District</i>	<i>Charter schools prepared annual report to the board</i>	Asst. Sup Ed Services
January 31	Charter	<i>Second interim Financial Report shall reflect changes through Jan 31</i>	<i>Second interim Financial Report shall reflect changes through Jan 31</i>	Asst. Sup Business Services
February 1	Charter	<i>SARC</i>	<i>State-mandated School Accountability Report Card provided upon request</i>	Asst. Sup Ed Services
February	Charter	<i>Annual Presentation to the Board</i>	<i>The Charter School shall prepare an annual performance review and present the review to the District Board of Trustees at a public meeting of the Board on or about March 1 each year</i>	Asst. Sup Business Services
March 15	Charter	<i>2nd Interim Financial Report</i>	<i>2nd Interim Financial Report Charter School's second interim financial report on or before March 15</i>	Asst. Sup Business Services
APRIL/MAY/JUNE				
Due Date	Who	Item	Description	To Whom to Submit
April 25	Charter	<i>Second Period attendance reporting (P-2)</i>	<i>Attendance report for second attendance accounting period, in CDE format</i>	Asst. Sup Business Services
June 1	Charter	<i>Student enrollment projections</i>	<i>Charter School shall submit student enrollment projections to the District by June 1 of the preceding school year each year.</i>	Asst. Sup Business Services
June 30	District	<i>Oversight fees invoice</i>	<i>FMSD prepares and sends invoice for oversight fees per MOU</i>	Charter Contact per MOU