



Memorandum of Understanding

Regarding Charter School Oversight and Operations

by and between

San Bernardino County Superintendent of Schools

and

[Name of Nonprofit]

[(Name of Charter)]

Effective July 1, 20[XX] through June 30, 20[XX]

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MEMORANDUM OF UNDERSTANDING REGARDING CHARTER SCHOOL OVERSIGHT AND OPERATIONS

INTRODUCTION

This Memorandum of Understanding (MOU) is made and entered into this [MONTH, DAY, YEAR] by and between the San Bernardino County Superintendent of Schools (hereinafter "SBCSS"), and the [NONPROFIT CORPORATION] (hereinafter "Nonprofit"), a nonprofit public benefit corporation operating [CHARTER SCHOOL] (hereinafter "Charter School"). Hereinafter, the SBCSS, Nonprofit, and Charter School are collectively referred to herein as the "Parties".

1. PURPOSE OF MEMORANDUM OF UNDERSTANDING

The State of California enacted the Charter Schools Act of 1992, Education Code ("EC") section 47600 et seq. (hereinafter "The Act") authorizing the creation of charter schools with the intent that charter schools may improve student learning through a variety of means, including increased learning opportunities, innovative teaching methods, expanded choice for parents, and performance-based accountability.

- 1.1. The Act provides that a county board of education may serve as a charter authorizer under certain circumstances. The SBCSS administers the operations of the county office of education, a county educational agency existing under the laws of the State of California. To the extent permitted by applicable law, should the San Bernardino County Board of Education (SBCBOE) approve a charter school, the SBCSS administers SBCBOE's oversight of the Charter School.
- 1.2. The SBCBOE approved a charter petition for the Charter School for a [1-5] -year period beginning July 1, 20XX through June 30, 20XX, pursuant to the Act and by doing so the SBCSS is the oversight agency of the Charter School.
- 1.3. The fundamental interest of SBCSS is, on a continuing basis, to be reasonably assured that the Charter School is:
 - a. Implementing the provisions of the Charter as approved
 - b. Adhering to all requirements of federal, state, and local law that apply to the Charter School
 - c. Being operated prudently in all respects
 - d. Providing a sound education for all of its students
- 1.4. The parties recognize that there are matters related to the operation of the Charter School, and to the effective oversight of the Charter School, which go beyond the provisions included in the Charter School's Charter. SBCSS also acknowledges that the operations of the Charter School are appropriately carried out by the leadership and staff of the Charter School subject to monitoring and oversight by the SBCSS. This MOU is intended to address those matters that may not have been fully covered in the Charter and to provide guidance on the oversight policies and procedures of SBCSS. Further, this MOU is intended to set forth the parties' agreements governing their respective fiscal and administrative responsibilities and their legal relationships.
- 1.5. The MOU between and among the Parties shall include this signed MOU, and each of the following Appendices each of which is incorporated herein by this reference as though fully set forth:

- Appendix A: Conditions of Approval/Modification Request
- Appendix B: Pre-Opening Checklist
- Appendix C: Annual Reporting Calendar
- Appendix D: Website Posting Checklist
- Appendix E: Closure Procedures

- 1.6. The SBCBOE approved the Charter Petition with the stated condition that, prior to commencement of operation, the Charter School shall enter into a MOU with SBCSS to address all or some of the findings identified by staff. The findings selected as identified in the SBCSS Staff report and approved by the SBCBOE are attached as Appendix A, along with how each area has been addressed.
- 1.7. For purposes of oversight and monitoring, and to lessen the administrative burden on Charter School staff, Charter School agrees to provide the SBCSS designee(s) with full read-only access to the following:
 - a. Charter School's CALPADS account
 - b. Charter School's financial system
 - c. NONPROFIT information/documentation pertaining to Charter School, as applicable
 - d. Charter School's student information system

2. TERM OF MEMORANDUM OF UNDERSTANDING

The term of this MOU shall be coterminous with the term of the Charter granted to the Charter School on [MONTH, DAY, YEAR]. The Charter governing board shall approve the MOU on or before July 1, 20XX, which shall be the effective date of the MOU. This MOU is subject to termination during the term or during any subsequent renewal of the Charter as specified by law or as otherwise set forth in this MOU.

- 2.1. Any modification of this MOU must be in writing and executed by duly authorized representatives of SBCSS, the Charter School, and the Nonprofit.
 - a. The duly authorized representative of the Charter School is [NAME, TITLE] (e.g., Chief Executive Officer, Executive Director, Superintendent)
 - b. The duly authorized representative of the Nonprofit is [NAME, TITLE] (e.g., Board President, Board Chief Financial Officer)
 - c. The duly authorized representative of the SBCSS is the Chief Business Official and/or designee.
- 2.2. For purposes of material revisions to the Charter, such revisions may only be made upon approval of the Charter School's governing board and will take effect if approved by the SBCBOE.
- 2.3. This MOU is for the term of the Charter, may be reviewed at least annually, and may be amended or augmented by addendum at any time by mutual agreement of the Parties. The approved MOU (including any addendums) continues in existence as long as the Charter School is operational, but automatically expires if the Charter School becomes non-operational, including if the Charter terminates for any reason.
- 2.4. It is understood and agreed that communications between the SBCSS and Charter School shall be initiated by the designated representative of the Charter School as set forth in 2.1 with the designated SBCSS charter liaison.

3. LEGAL RELATIONSHIP

The Parties recognize that the Charter School is a separate legal entity from the SBCBOE and SBCSS that operates under the supervisory oversight of the SBCSS. The Nonprofit and Charter School shall be responsible for all the functions subject to applicable statutes, the Charter, and to the terms and conditions set forth in the MOU. NONPROFIT and Charter School agree to comply at all times with laws applicable to charter schools and to comply with applicable federal or state laws (which may be amended from time to time).

- 3.1. The Charter shall acknowledge the existence of this MOU, and provisions of the Charter and the MOU shall be aligned. SBCBOE reserves the right to approve material revisions to the Charter and/or revoke the Charter as specified in EC 47607 and its implementing regulations.
- 3.2. The SBCBOE and SBCSS shall not be liable for the debts or obligations of Charter School, in conformity with EC 47604. Charter School shall indemnify SBCBOE and SBCSS in conformity with obligations in charter and shall not in any case attempt to avoid a debt, liability or obligation, or otherwise shift any third-party debt, liability, or obligation to SBCBOE and SBCSS, regardless of whether Charter School disputes performance of oversight responsibilities described in EC sections 47604.32, 47605(m), or any other provision of law. The Charter School shall not have the authority to bind the SBCBOE and SBCSS, nor to extend credit of the agency to any third person or party.
- 3.3. It is the Parties' intent that costs or expenses incurred by SBCSS as a result of the legal relationship with the Charter School shall be limited to those fees paid by the Charter School as oversight fees within the meaning of EC 47613.
- 3.4. To the extent necessary to discharge its reasonable supervisory oversight activities, the Charter School hereby designates the employees of SBCSS as having a legitimate educational interest with regard to the students of the Charter School such that SBCSS is entitled upon request to access to the Charter School's education records under the Federal Education Rights and Privacy Act (FERPA) and related state laws regarding student records. SBCSS, Charter School, and their offices and employees shall comply with FERPA and state laws regarding student records at all times.
- 3.5. The Charter School agrees to take appropriate remedial action if notified of a violation of any applicable laws. The Charter School shall, within 5 business days, notify the SBCSS in writing of any notification that it, or any of the individuals associated with the Charter School and/or Nonprofit has received from any legal entity asserting a possible violation of any laws.

4. GOVERNANCE

- 4.1. **Governing Board Establishment**

Prior to opening, the Charter School and Nonprofit shall provide to the SBCSS all information set forth in the Pre-Opening Checklist (Appendix B) and post to the Charter School's website the information set forth in the Website Posting Compliance Checklist (Appendix D).
- 4.2. **Governing Board Meetings**
 - a. The governing board of the Charter School shall conduct public meetings in accordance with E.C. § 47604.1 and 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.

- b. The Charter School and Nonprofit shall post all meeting agendas, agenda attachments, and minutes on the Charter School website. A direct link for the current governing board meeting agenda shall be placed on the Charter School's website homepage at the time required to be distributed to the public pursuant to the Brown Act. The current agenda shall be retrievable, downloadable, indexable, and electronically searchable, and shall comply with the electronic format requirements of E.C. 54954.2(a)(2).
- c. The meeting agenda shall, at minimum, contain all information in compliance with E.C. § 54954.2(a)(1), including adherence to the Americans with Disabilities Act.
- d. If Nonprofit operates multiple charter schools, governing board agendas shall list items related to Charter School, including but not limited to, adoption of budget, interim reports, and LCAPs, as separate agenda items that shall be separately considered and approved apart from any other agenda items or actions related to other schools operated by Nonprofit.
- e. At the time the items listed below are distributed to the Charter School governing board members, the Charter School shall also provide the SBCSS with the following:
 - 1. Meeting agenda that complies with the requirements of E.C. § 54954.2(a)(1).
 - 2. Backup materials for all meeting agenda items that have such materials and that are not excluded from public disclosure.
- f. Following the governing board meeting, the Charter School shall do the following:
 - 1. All agenda item backup materials provided to the governing board during the governing board meeting shall either be posted and be made publicly accessible online or be provided to the SBCSS within 5 business days following the meeting.
 - 2. If Charter School is required to record and post meeting recordings pursuant to E.C. 47604.1, the Charter School shall post the recording and make it publicly accessible online within 5 business days following the meeting.
 - 3. If Charter School is not required to record and post the meeting recordings pursuant to E.C. 47604.1, Charter School shall audio or video record the meetings and provide copy of recording to the SBCSS within 5 business days following the meeting.
 - 4. Once approved by the Charter School's governing board, the Charter School shall post online and make publicly available meeting minutes, new policies, and revised policies within 5 business days following the meeting.

4.3. Governing Board Composition

- a. The Governing Board of Charter School and/or Nonprofit shall comply with all applicable laws and shall not be composed of employees of Charter School or any other charter schools operated by Nonprofit unless the requirements of E.C. 47604.1(d) are satisfied.
- b. If any Charter School staff, vendors, or governing board members are employees of a related corporation, as defined under the IRS code, such employment relationship shall be disclosed to the Charter School Governing Board at a public open session.

4.4. Brown Act Training

The Charter School shall provide Brown Act training to its governing board members and key administrative staff prior to the execution of any duties. Charter School shall provide evidence of compliance with the training requirement to the SBCSS annually and after any changes in governing board members or administrative staff that the Brown Act training was provided.

4.5. Conflict of Interest Policy and Training

The Governing Board shall adopt policies and procedures regarding conflicts of interest consistent with applicable law including as set forth in E.C. 47604.1. The Governing Board shall ensure that all appropriate individuals designated in the Charter School's Conflict of Interest Code receive conflict of interest training. Charter School shall provide evidence of compliance with the training requirement to the SBCSS annually and after any changes in governing board members or administrative staff that are designated in Charter School's Conflict of Interest Code.

4.6. Governing Board Approved Policies

- a. Prior to opening, the governing board shall develop and adopt policies to guide the operation of the Charter School, including but not limited to, policies in the following areas:
 1. Internal Fiscal Controls: Charter School will develop and maintain internal fiscal control policies governing all financial activities that are approved by the Governing Board. The policies must meet appropriate and generally accepted accounting principles and shall ensure that: (1) expenditures are authorized and in accord with amounts outlined in the budget adopted by the Charter School Board; (2) the Charter School's funds shall be managed and held in a manner that provides a high degree of protection of the Charter School's assets; (3) transactions shall be recorded and documented in an appropriate manner that allows reporting to CDE and the SBCSS; and, (4) all funds allocated to the Charter School are used exclusively to the benefit of the Charter School and no other school or entity.
 2. Campus Supervision: Must include, but not limited to, the supervision of pupils before and after school, and while on campus, pupil pick-up, as well as a procedure for visitors to enter and leave the campus. Supervision shall include appropriately licensed and credentialed staff.
 3. Discipline Policies: Must include policies to implement E.C. sections 48900, 48901, 47606.2, and 48913.5, among any other requirements of law.
 4. Parent/Student Handbook: Handbook must include, at a minimum, detailed expectations for student attendance, behavior, and discipline, as well as policies and consequences for bullying and harassment, due process rights related to discipline (including suspension, expulsion, and special education), and a description of both informal and formal complaint procedures that parents may pursue in the event of disagreements. In addition to posting this document on the school's website, the Charter School will provide a copy of the parent/student handbook to each family at the beginning of each school year and comply with all legally required annual notifications.

5. Personnel Policies/Employee Handbook: Must include, at minimum, expectations for employee performance and behavior, due process rights of employees related to disciplinary actions (including termination), compensation and benefit information, and a description of both informal and formal complaint procedures that employees may pursue in the event of disagreements. Personnel Policies and Employee Handbook shall clearly state that individual is employed exclusively by Charter School and has no employment rights with regard to SBCBOE, and/or SBCSS.
6. Admissions and Enrollment Policies: must include, but not limited to, information regarding admission, lottery, enrollment, nondiscrimination, and admission preferences in accordance with the Charter Schools Act. Charter School shall inform SBCSS of the timing of any lottery process and shall provide SBCSS with any information needed to evaluate compliance with the admissions process.
7. Health & Safety Plan:
Prior to opening, annually, and upon revision, the Charter School shall provide to SBCSS, and have posted on the Charter School's website, a copy of its legally compliant Health and Safety Plan that addresses the components of EC sections 32280-32289. The Charter School shall provide to the SBCSS and post within 5 business days to its website any revisions to its Health & Safety Plan. Tactical information is excluded from public posting requirements.

The Charter School will provide training for staff in responding to emergencies and conduct emergency response drills for its students.

Charter School agrees that it will comply with all requirements of the relevant departments of public health as they pertain to schools and OSHA as they pertain to Charter School employees.

The Health and Safety Plan will be reviewed, updated, and approved by the Charter School governing board by March 1 of each school year. A copy of the Health and Safety Plan will be forwarded to the SBCSS on or before March 1 of each school year, and promptly upon request by SBCSS.

- b. All policies shall comply with law and be aligned to the approved Charter and, to ensure transparency and access, shall be posted to the Charter School's website at all times.
- c. All policies shall indicate the date of governing board approval and/or revisions, as applicable.
- d. All policies shall be submitted to SBCSS no less than 10 business days prior to opening. Revised policies shall be posted to the Charter School's website within 5 business days following approval by the Governing Board.
- e. All policies are subject to review during oversight visits or upon request by the SBCSS.

4.7. Business Services, Education Management, and Vendor Contracts

a. Business Services and Vendor Contracts

The Charter School shall provide the SBCSS with a copy of its agreement, if applicable, with any vendor that will provide business and/or educational services to the Charter School, including but not limited to, payroll, accounting and budgeting, attendance accounting, fiscal reporting, contracts management, purchasing,

counseling, special education services, and/or tutoring specifying the exact services that will be provided, the cost, and the term of the contract. The Charter School shall be responsible for monitoring the contract to ensure compliance with the contract and quality of service.

- b. Management Contracts
The Charter School shall provide SBCSS with a copy of any and all contracts it (or it's Nonprofit) has entered into with a Management Organization (e.g., a CMO/Network) to operate or assist in managing the operations of the Charter School. The Charter School shall notify the SBCSS in writing within 5 business days of any revisions, amendments, or additions to such agreements.
- c. Contracts, Grants, and Earmarked Funds
Charter School agrees to comply with all applicable state and federal laws in the letting of contracts generally and specifically for contracts designed to provide goods or services with funds earmarked for specific purposes including ESSR funds, Title I funds, and/or grant funds. Such funds and grant funds shall be expended in conformity with grant requirements and applicable law.

5. ADMINISTRATION

- 5.1. Enrollment and Admissions Documentation
At all times it is operational, the Charter School will have the following information posted on its website and will update the information within 5 business days of information changing:
 - a. Procedures for application, the public random drawing, enrollment, and admission.
 - b. The notice developed by CDE regarding legal requirements of enrollment and disenrollment (Charter School Complaint Notice and Form).
 - c. The Charter School shall provide the Charter School Complaint Notice and Form to all applicable stakeholders pursuant to E.C. section 47605(e)(4)(A)-(E).

6. FEES FOR OVERSIGHT AND OTHER SERVICES

The Parties agree that the SBCSS will incur costs in connection with its performance of supervisory oversight of the Charter School as required by law, and that it is not in the best interests of the Parties to require a mechanical assessment, accounting, and billing process to compensate the SBCSS for such costs.

- 6.1. The Parties agree that the Charter School shall pay SBCSS oversight fees in conformity with EC 47613.
- 6.2. Should the Charter School desire to purchase additional administrative or business services not included in this MOU from the SBCSS, the Charter School shall request administrative services in writing. If the Charter School requests administrative services from SBCSS in writing, such services shall be provided upon mutually agreeable terms as set forth in a separate administrative services contract delineating their agreement.

7. EDUCATIONAL PERFORMANCE

The Charter School hereby agrees that it is accountable for pupil outcomes identified in the Charter; it shall comply with any and all Common Core State Standards and any amendments for all students; and it shall comply with and adhere to the state requirements for participation and administration of all state mandated tests for the Charter School.

- 7.1. Local Control Accountability Plan (LCAP) Requirements: The Charter School is required to develop, adopt, and annually update a LCAP pursuant to Education Code sections 47604.33, 47606.5, and 52064, and implementing regulations, which may be amended from time to time.
- 7.2. Annual Report - Evaluation of Educational Program/General Operations: The Charter School shall submit annually to the SBCSS a report that evaluates its educational program and general operations with topics that may include, but are not limited to the following:
 - a. CAASPP results both in aggregate and disaggregated by numerically significant student subgroups and, if requested, compared to State and selected LEAs
 - b. Progress on pupil outcomes and educational goals identified in Charter
 - c. Results of internal assessments used by the Charter School
 - d. Progress on goals, actions, and changes outlined/identified in its LCAP
 - e. Plans to address areas identified as needing improvement
 - f. Professional development
 - g. Enrollment update including waitlist and student retention
 - h. Parent engagement
 - i. Key leadership position updates and other staffing data
 - j. Financial update and overview of debt incurred by Charter School
 - k. Operational updates including governing board activities
 - l. Report on formal parent complaints and disposition of complaints
- 7.3. If requested, Annual Reports will be presented by the Charter School to the SBCBOE. At the discretion of the SBCBOE or SBCSS, the Charter School may be requested to present additional updates and/or reports during the year.

8. OVERSIGHT AND MONITORING

SBCSS oversight and monitoring shall include those obligations set forth in section 47604.32.

- 8.1. Any process specified in Education Code § 47607.
- 8.2. SBCSS agrees to direct any Public Records Act requests to the Charter School for response. To the degree the SBCSS is obligated to respond to requests under the Public Records Act, it is understood and agreed that information and/or documents that is/are otherwise protected from disclosure do not become public records or otherwise subject to disclosure by providing such information and documentation to SBCSS in response to SBCSS oversight requests.

9. SITE VISITS

The SBCSS will conduct at least one site visit annually in order to assess the Charter School's progress in governance, organizational management, educational performance, fiscal operations, and fulfillment of the Charter. SBCSS may request specific reports in accordance with E.C. 47604.32.

- 9.1. The Charter School will be provided at least 30 days advanced notice of any scheduled visits and will be given at least 10 business days to provide specific reports that have been requested in preparation for the scheduled visit.

- 9.2. New Schools: SBCSS will conduct a pre-opening site visit prior to the date the Charter School is scheduled to open. The pre-opening visit will take place within 10 business days prior to the anticipated school start date except where Charter School is housed in school district facilities under E.C. 47614, in which case the pre-opening visit will take place within 5 business days prior to the anticipated school start date.
- 9.3. Site visits may be unannounced. If specific issues remain after an announced visit, the Charter School will be given at least 5 business days to provide the requested information.

10. STUDENT DATA AND REPORTING

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

- 10.1. The Charter School shall use commercially available attendance accounting software that is compliant with CALPADS data collection requirements (such as PowerSchool, Aeries, OASIS, etc). Spreadsheets on Excel or other programs shall not be accepted.
- 10.2. In addition to submission of the electronic data files, the Charter School may be required, at the request of the SBCSS, to submit hard copies of all backup attendance documents, including but not limited to monthly summary reports that support the reported average daily attendance (ADA), attendance sheets signed and dated by teachers, and evidence of contact made with parents when students are absent (e.g., parent contact log, absence log, etc.).
- 10.3. As required by EC 47605(d)(3), if a student leaves the charter school for any reason during the school year (except when matriculating to next grade level not served by school), the Charter School shall notify the superintendent of the school district of the student's last known address within 30 days. The Charter School shall copy the SBCSS on all exit notifications.

11. FISCAL OPERATIONS

11.1. Funding

- a. The Charter School shall be direct funded in accordance with EC Section 47651(a)(3), and its general-purpose entitlement will be the amount computed by the LCFF pursuant to Section 42238.02, as implemented by Section 42238.03. Funding must be used in accordance with applicable federal and state laws and regulations and the terms or conditions of any grant or donation received and for the sole benefit of the Charter School and students enrolled in the Charter School. The Parties recognize the authority of the Charter School to pursue additional funding sources.
- b. The SBCSS has no obligation to apply for additional sources of funding for the Charter School. However, if the SBCSS applies for additional sources of funding in the form of grants and/or categorical funding at the request of, and for the benefit of the Charter School, the SBCSS will receive a percentage to pay for indirect costs if allowed under law or as specified by the funding source and as agreed to by the Charter School.

11.2. Loan Requirements

The Charter School shall provide SBCSS with written notice from the date the Charter School's Governing Board gives direction to incur debt for cash flow purposes or long-term debt beyond five (5) years on behalf of, or for the benefit of, the Charter School. This provision excludes debt or other financial obligations related to the purchase, lease, or development of a new or relocation of an existing facility.

- a. Written notice includes a staff report describing the need to incur the debt, the amount of debt that the organization anticipates incurring and an updated budget with repayment projections.
- b. Upon securing the debt instrument, the charter school will forward the debt instrument that includes the terms of the financial obligation and the repayment schedule.

11.3. Financial Reporting

Charter School shall provide financial reports and supporting documentation in accordance with Appendix C Annual Reporting Calendar.

11.4. Reserves

- a. The Charter School shall maintain reserves for economic uncertainty at a level at least equivalent to a school district of similar size as identified in California Code of Regulations, Title 5, section 15450, but in no case less than 5% of year end expenditures of the Charter School.
- b. An explanation of any projected drop in reserves below the percentages or amounts as indicated above shall be included in the budget assumptions. SBCSS may request additional information, as necessary, to evaluate the fiscal condition of the Charter School.
- c. To the extent the Charter School sustains reserves in excess of 25% of total expenditures, if requested by the SBCSS, the Charter School shall provide a detailed reporting of how it built such reserves while providing the educational program promised in the Charter, and its intended use.

11.5. STRS/PERS

- a. If the Charter School offers its employees the opportunity to participate in STRS and/or PERS, the Charter School shall be responsible for contracting directly with the SBCSS District Financial Services-Retirement Unit for reporting purposes in accordance with section 47611.3. Such arrangements shall be made prior to the hiring of any employee. The Charter School shall notify SBCSS Charter School Office and Retirement Unit of the staff person who will make the arrangements and provide written notification that arrangements have been made prior to the hiring of employees.
- b. If Charter School participates in any alternative retirement systems, information regarding those systems must be provided to the SBCSS Charter School Office.
- c. Charter School shall comply with section 47611.

11.6. Annual Audit

- a. By April 1 of each year, the Charter School must have a contract in place with an auditor from the Certified Public Accountants Directory Service (CPADS) provided by

the California State Controller's Office (SCO) to prepare for the annual audit due on December 15, (as included in Appendix C) pursuant to EC Section 41020 and provide the following information to the SBCSS:

1. Cover letter that includes audit firm name, address, partner(s), and audit firm contract number, email address, contract period, contract amount, and date of Board approval.
 2. Copy of Board minutes approving audit firm.
 3. Copy of fully executed contract with the audit firm.
- b. In accordance with EC 41020, by December 15 of each year, the Charter School shall submit an annual independent financial audit to the State Controller's Office (SCO), SBCSS, and the CDE. The audit shall be conducted by an auditor from the list approved by the SCO. If any findings or exceptions are identified in the annual audit, the Charter School shall implement corrective action plans in a timely manner.
- c. If the Charter School is directed, managed, or otherwise financially linked with a parent organization, e.g., a charter management organization, the audit report must show financial statements for the Charter School separated from those of the combined organization. If deemed necessary to provide financial oversight as required by law, the SBCSS may also request that the audit provide a separate opinion on the financial viability of the parent organization as it impacts the continuing viability of the Charter School.
- d. The SCO does not grant filing extensions to charter schools. The extension must be obtained through the chartering entity. Requests for extensions must be submitted directly to the SBCSS Charter Schools Office, and SBCSS will notify the SCO and the CDE of the approved extension.

12. FACILITIES

The Charter School is responsible to secure its own facilities. Charter School shall have a written agreement with regard to the purchase, lease, or use of facilities properly approved by the governing board in conformity with the Brown Act. New charter schools and schools moving or adding a facility must demonstrate within 10 business days prior to the start of school year that it has possession and use of facility capable of housing its education program as described in the Charter and any local approvals necessary to the use of the facilities for this purpose with the exception of a Charter School receiving facilities under section 47614 that has not been granted on going access to the site in which case the Charter School shall have 5 business days prior to the start of the school year to demonstrate compliance. The Charter School shall provide the SBCSS with its lease or other right to occupy the facility together with any necessary permits and assurances that the facility will be adequate for the Charter School's needs.

12.1. Zoning and Occupancy

The Charter School shall maintain documentation on file or know where to access all local approvals including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections and approved zoning variances. The Charter School shall make such documents available to the SBCSS, upon request. The Charter School may not exempt itself from zoning or building code ordinances.

12.2. Charter School shall not finalize any purchase, lease, or use any facility that requires a material revision to the Charter pursuant to section 47607 until: 1) notice of the intent to purchase, lease or use the facility together with a copy of the proposed facilities

agreement and requisite local approvals have been provided to SBCSS; and 2) approval of material revision to the Charter by formal action of the SBCBOE has been obtained.

13. PERSONNEL MANAGEMENT

The Charter School governing board is deemed the exclusive employer of all employees of the Charter School for purposes of the Educational Employee Relations Act (EERA), under Government Code section 3540, et al, seq. The Charter School shall have sole responsibility for employment, management, salary, benefits, discipline, dismissal, and liability, for all of its employees or contractors. The Charter School agrees to comply with all applicable federal statutory and regulatory requirements for qualified teachers and paraprofessionals used for instructional support as set forth in federal and state law.

- 13.1. Annually and in accordance with APPENDIX C, Charter School Reporting Calendar, the Charter School shall provide to SBCSS its staffing data (certificated and non-certificated personnel) and documentation that all certificated personnel hold the appropriate credentials, permits, and clearances. Such documents shall also be subject to periodic inspection by SBCSS.
- 13.2. To comply with AB 1505, all teachers shall have a certificate of clearance and satisfy the requirements for professional fitness pursuant to Education Code sections 44339, 44340, and 44341. Teachers employed in a charter school in the 2019-20 school year have until July 1, 2025, to obtain certification for their position.
- 13.3. All employees of the Charter School, volunteers (including parents) who will be performing services that are not under the direct supervision of a Charter School employee, and onsite vendors having unsupervised contact with students, will submit to background checks and fingerprinting in accordance with Education Code sections 45125 and 45125.1.
- 13.4. The Charter School shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements. No individual may begin employment or be in contact with students that has not received full clearance.
- 13.5. Prior to opening, the Charter School shall have a designated Custodian of Records that has been approved by the State of California Department of Justice (DOJ). The Charter School will maintain on file, and make available for inspection, the Custodian of Records completed Employee Statement Form, as required by the DOJ. This completed form will be used to attest to the fact that clear criminal records summaries based on criminal background checks were conducted and received for all employees prior to employment and volunteers prior to assignment, and that vendors conducted the required criminal background checks for their employees prior to any unsupervised contact with students. The Charter School agrees to notify the SBCSS of any changes to the designated Custodian of Records at the same time notice is submitted to the DOJ.
- 13.6. All employees of the Charter School and volunteers (including parents) shall submit to a tuberculosis risk assessment prior to employment or assignment in accordance with Education Code section 49406.
- 13.7. The 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 section 44030.5. The SBCSS shall be provided a copy of such report concurrently with its submittal to CTC.

14. CLOSURE PROCEDURES

At all times it is operational, the Charter School shall have closure procedures in place that align with the approved charter and are in compliance with EC § 47604.32, 47605, 47605.6 and 47607; with Title 5, CCR § 11962 and 11962.1; as well as any applicable County Board Policies and Procedures. In addition to what is outlined in the Charter, the Charter School shall comply with the closure procedures set forth in Appendix E.

- 14.1. The Charter School will immediately identify to the SBCSS the specific individual who is responsible for coordinating the Charter School's close out activities. The SBCSS will identify a staff person who will work with the Charter School to accomplish all close out activities. The Charter School shall reimburse SBCSS for any costs incurred by SBCSS in connection with closure activities.
- 14.2. Nonprofit and Charter School expressly acknowledges that the SBCSS reserves the right (pursuant to E.C. §47604.3), to gain full access and copies of all student and business records concerning the Charter School

15. INSURANCE AND RISK MANAGEMENT

The Charter School will obtain its own insurance coverage to cover the operations of the Charter School and shall annually and upon request provide to the SBCSS certificates of insurance, with proof of insurance of at least the types and amounts recommended by the SBCSS' insurer ([CASRM JPA Insurance Requirement Manual](#)) 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 the Charter School subject to the SBCSS' agreement to such change.

- 15.1 All required insurance must contain coverage that complies, at minimum, with the following:
 - a. Commercial General Liability with limits of not less than \$5,000,000 per occurrence and in the aggregate for Bodily Injury, Personal and Advertising Injury and Property Damage. Policy shall include coverage for Broad Form Contractual Liability and Products-Completed Operations.
 - b. Comprehensive or Business Auto Liability with limits not less than \$5,000,000 per occurrence combined single limit of liability for bodily injury and property damage including coverage for owned, non-owned, and hired vehicles, as applicable.
 - c. Workers' Compensation insurance at statutory limits, with Employer's Liability limits (including employment practices coverage) not less than \$1,000,000 per occurrence.
 - d. Professional Liability (Errors and Omissions) insurance (including employment practices coverage) with limits not less than \$5,000,000 per occurrence.
 - e. Crime Insurance or 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 \$1,000,000 per occurrence, with no self-insured retention.
 - f. Childhood Sexual Abuse Liability coverage with minimum limits of \$5,000,000 per occurrence or claim.
 - g. Cyber Liability coverage for both electronic and non-electronic data breach of \$1,000,000 per occurrence with an aggregate limit of not less than \$2,000,000.

- h. Property Insurance coverage should be for replacement value, if offered by the insurance carrier, including coverage for all assets listed by the Charter School, including property inventory and consumables
- 15.2. The Charter School agrees that the Commercial General Liability, Childhood Sexual Abuse Liability, and Automobile Liability are to contain, or be endorsed to contain the following provisions:
To the fullest extent permitted by law, SBCBOE, SBCSS, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Charter School; and with respect to liability arising out of Charter School's ongoing and completed operations, including work or operations performed by or on behalf of the Charter School, and the acts and/or omissions of the Charter School's officers, employees, invitees, agents, and volunteers.
- 15.3. The SBCSS reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this MOU at any time.
- 15.4. If any coverages are written on a claims-made form, the Charter School agrees to maintain such insurance, and evidence of insurance must be provided, for at least five (5) years following termination or revocation of the Charter or extend the period for reporting claims for five (5) years following the termination or revocation of the Charter to the effect that occurrences which take place during this time, but are reported later, shall be insured.
- 15.5. Coverage required under this MOU shall not be canceled or non-renewed without 30 days prior written notice from Charter School to the SBCSS, except where cancellation is for non-payment of premium, then 10 days' prior written notice shall be given. Should insurance expire or lapse for any reason, Charter School shall not operate unless and until full coverage as set forth here is reinstated.
- 15.6. Charter School agrees to place insurance with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise acceptable by SBCSS and admitted to do business in the state of California or accepted by the Surplus Lines Association to do business in California. A Non-admitted company should have an A.M. Best's rating of A- X or higher. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

16. INDEMNIFICATION AND HOLD HARMLESS

The Charter School agrees to indemnify the SBCSS and SBCBOE to the fullest extent permitted by law and in conformity with the Charter, EC 47604.

17. STUDENTS WITH DISABILITIES

At all times during the term of the Charter and this MOU, the Charter School shall act as its own local education agency (LEA) and will maintain membership in a Special Education Local Planning Area (SELPA), and hereby acknowledges it will comply with all applicable laws.

18. MATERIAL REVISIONS TO CHARTER

Material revisions may occur at the time of renewal or when a charter school proposes a material change.

- 18.1. Material Revisions to the Charter School's charter may only be made upon the approval of the Charter School's Governing Board and will take effect only if approved by the SBCBOE

pursuant to EC sections 47605 and 47607. A Material Revision is required for the following reasons:

1. Adding an additional school site.
 2. Changing the grade levels that the charter serves.
- 18.2. Changes that do not reach the threshold of Material Revision as identified in Section 18.1 will be considered administrative amendments. Administrative amendments may require the charter school administration to provide additional supporting documentation. All approved charter schools proposing to add an address or add an additional school site other than the site provided in the original approved proposal must submit in advance to SBCSS-CSO / SBCBOE. Address changes that affect the original approval documentation may require a material revision approval. Address additions that do not affect the original approval documentation can be processed by an administrative amendment.

The intent of the administrative amendment to an MOU is to allow the charter school to move forward without the delay of a full material revision process.

- 18.3. Appeals
Should a charter school believe that a material revision is not warranted, the charter school may appeal to the SBCBOE to argue that the item should remain at administrative review.

19. RENEWAL

The Parties recognize that renewal of the Charter for subsequent terms will require consideration of academic performance and other criteria set forth in Education Code sections 47607, 47607.2 and/or 52052.

- 19.1. Any request for renewal of the charter shall include the Charter School's academic performance data for the school year prior to the last term of the charter. Requests for renewal should be submitted no later than January 10 of the last year of the term of the charter.

20. RESPONDING TO INQUIRIES/REQUESTS FOR INFORMATION

Charter School shall cooperate with the oversight process and pursuant to 47604.3 and shall promptly respond to any and all reasonable requests for information from SBCSS including, but not limited to, inquiries about its financial records or assessment data.

21. NOTICES

Any notice, documentation, and/or information required or permitted to be given under this MOU 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, or received by e-mail, addressed as follows:

<p><u>If to the SBCSS:</u> Charter School Office C/O [NAME OF PERSON, TITLE] San Bernardino County Superintendent of Schools 760 East Brier Drive San Bernardino, CA 92408 Phone: 909.386.9695 Email: sbcss.charters@sbcss.net</p>	<p><u>If to the Charter School:</u> [CHARTER SCHOOL NAME] C/O [DESIGNEE] [STREET ADDRESS] [CITY STATE ZIP] Phone: [XXX.XXX.XXXX] Email: [EMAIL ADDRESS]</p>
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22. NON-ASSIGNMENT

The Parties shall not assign rights, duties, or privileges under this MOU, nor shall any Party attempt to confer its rights, duties, or privileges under this MOU to a third party, without the advanced written consent of the other Parties. Any assignment in violation of this provision shall be void.

23. TIME IS OF THE ESSENCE

Time is of the essence in this agreement.

24. VENUE

The Parties agree that any legal action to enforce the terms of this MOU shall be brought in the appropriate court in San Bernardino County, California.

25. SEVERABILITY

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

26. ENTIRE AGREEMENT; COUNTERPARTS

This Agreement represents the entire Agreement and understandings of the Parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both Parties hereto. This MOU may be signed in counterparts such that the signatures may appear on the separate signature pages. Signature pages that are photocopied or transmitted by facsimile or electronic mail shall have the same force and effect as signature of the original.

IN WITNESS WHEREOF, each of the Parties hereto has duly executed this MOU as of the dates show below:

**San Bernardino County
Superintendent of Schools**

Date Richard De Nava, Chief Business Official
San Bernardino County Superintendent of Schools

Charter School

Date [NAME], [TITLE]
[CHARTER SCHOOL NAME]

Date [NAME], Authorized Board President
[NONPROFIT/CHARTER SCHOOL NAME]

APPENDIX A: CONDITIONS OF APPROVAL/MODIFICATION REQUEST

If the SBCBOE conditionally approves a charter school, the conditions will be outlined in the table below. The charter school and/or SBCSS Charter School Office will respond below in order to formally memorialize resolution of the conditions.

Condition/Modification Request	Response

APPENDIX B: PRE-OPENING CHECKLIST

Note: If due date falls on a weekend or holiday, item is due on next business day. Approved charter schools should communicate with Charter School Office if the due dates below need to be modified or if there are any questions about items being requested.

****Checklist is subject to change based on Charter School statutory updates or requests by CDE****

PRE-OPENING: ADMINISTRATION		
ITEM	DESCRIPTION	DUE DATE
*Charter School Contact Information	Complete and submit Charter School Contact Information form with contact information for leadership staff. Note: Information will be requested annually.	July 1
Charter School Number	Confirmation of charter school number issued by CDE.	June 1
CDS Code	Confirmation of receipt of CDS Code.	June 1
SBCSS Charter Operational MOU	Charter School Oversight and Operations MOU signed by all applicable parties and read-only access granted to appropriate SBCSS administrative staff in accordance with Section 1.7 of signed MOU.	30 days prior to eff. date of charter
Organizational Chart	Structure of organization from governing board to classroom teachers, including Charter Management Organization, back office providers, and foundations/supporting organizations, as applicable.	August 1
Proof of Insurance	Certificate of insurance in the amounts required by MOU; SBCBOE/SBCSS named as additional insured.	July 1
SELPA Membership	Verification of membership in a Special Education Local Plan Area (SELPA).	July 1
Student Information System	Contract or verification of student information/attendance tracking system.	June 15
Student Nutrition	Contract or verification of plan for providing free/reduced price meals.	July 1
Health Permit	Approval from health department for service of food at school facility.	July 1
* SBCSS Charter School Funding Form	Complete and submit the SBCSS Charter School Funding Form using the approved template.	May 1
STRS/PERS Reporting	Contract with SBCSS Retirement for STRS and/or PERS reporting.	May 1
Academic Calendar	Calendar of academic year showing holidays, recess periods, staff development days, testing (local and state), etc.	July 1
Daily Bell Schedule for Site-Based Programs	Schedule of class periods on daily and weekly basis, with arrival and dismissal time of regular and early release days.	July 1
Payroll Service	Contract or other verification of payroll service provider; or identification of staff member responsible for payroll processing.	July
PRE-OPENING: GOVERNANCE		
ITEM	DESCRIPTION	DUE DATE
Articles of Incorporation	As submitted to the state.	July 1
Bylaws	Latest version approved by the governing board.	July 1
501(c)(3) tax-exempt status	Letter from IRS confirming approval of tax exempt status.	July 1

Governing Board Roster	Names and email addresses of all board members, with end date for current term of service, officers, and committee assignments identified	July 1
Governing Board Clearance	Certification of clearance of governing board members (criminal background check DOJ and FBI; child abuse registry check).	July 1
Board and Staff Training	Verification of annual Brown Act and Fair Political Practices Act training for Board and school leadership.	July 1
Board Meeting Schedule	Dates, times, and locations for all regular governing board meetings for the fiscal year; include all standing committees; identify annual organization meeting at which board members and officers are elected.	July 1
Adopted Board Policies	<p>All policies must be clearly marked with date of most recent board adoption.</p> <p>Submit all governing board policies, including but not limited to:</p> <ul style="list-style-type: none"> • Conflict of Interest Policy: compliant with Charter and Fair Political Practices Act. • Public Records Act Policy • Fiscal Management Policy: including but not limited to internal fiscal controls and procedures meeting GAAP, procedures for receipt and disbursement of funds, reconciliation of accounts, contracting, budget preparation, credit/debit cards, interagency loans, protection of assets, etc. • Special Education Policy • Rehabilitation Act §504 Policy • Student Records Policy: compliant with FERPA and includes information on directories and parental access to records. • Admission/Enrollment Policy • Student Discipline Policy • English Language Learner Policy • Complaint and/or Internal Dispute Resolution Policy: include procedures and forms; must include Uniform Complaint Procedure; may include other forms and systems established by school. • Health & Safety Policies: covering student health and wellness practices (including immunizations, medications, screenings, student wellness, and food service) and safety procedures for each campus, including campus supervision, field trip supervision and screening of volunteers. • Student Grading/Promotion Policy • Student Free Speech Policy 	July 1
Evaluation of School Leader	Provide evidence of process for the Governing Board to annually evaluate the school leader.	July 1
Approval of Conflict of Interest Policy	Provide evidence that the Conflict of Interest Policy has been approved or submitted for approval to the appropriate agency (Board of Supervisors or FPPC).	August 1
PRE-OPENING: PERSONNEL MANAGEMENT		
ITEM	DESCRIPTION	DUE DATE
Employee Handbook	Personnel policy/ies and/or documentation provided to all employees regarding terms of employment; including mandated child abuse reporting, non-discrimination, sexual harassment, and complaint procedures.	July 1
Roster of Classified & Certificated Staff	Include employee names, job title, teaching assignment, credentials (if certificated), and start date.	August 1
Criminal and TB Screening	Certification that all employees have been subject to criminal background checks (DOJ and FBI) and tuberculosis screening.	August 1

Job Descriptions	Job descriptions for all school leadership positions and teachers (including resource teachers, prep teachers, instructional coaches, permanent subs, etc.).	August 1
Evaluation	Procedure for performance evaluations for all leadership positions and teachers (including resource teachers, prep teachers, instructional coaches, permanent subs, etc.).	August 1
Safety Training	Certification that all employees have been trained in health and safety and emergency procedures.	1 st day of school
PRE-OPENING: ADMISSIONS AND ENROLLMENT		
ITEM	DESCRIPTION	DUE DATE
Student/Parent Handbook	Material provided to students/families regarding school policies, procedures, and expectations; including attendance, discipline, parent volunteers, electronics, dress codes, etc.	July 1
Admission, Enrollment, and Exit Procedures	Description of process for admission and enrollment of students, consistent with Charter, and including dates for receiving applications and conducting lottery; also addressing process for exit (voluntary withdrawal) and notification to district of residence and SBCSS.	June 1
Application Form	Current downloadable or on-line form to apply for admission to school.	June 1
Required Enrollment Documents	List of information and documents required to complete enrollment of admitted students.	June 1
Verification of Enrollment	Verification that enrollment process has been completed for a number of students in each grade level equal to 75% of projected enrollment in budget for first year of operation.	July 1
Student Roster	List of students admitted, enrolled, and on wait list, including names, CSIS number, DOB, grade enrolled, parent/guardian name/s, home address, phone, district of residence, prior school attended, enrollment status (September 30 of 1 st year
Notices to Parents/Guardians	Copies of all mandated notices to parents and guardians including those required under ESSA and other applicable law (examples: Title I, Title III, English Learner, Special Education, etc.)	August 1
PRE-OPENING: FACILITY		
ITEM	DESCRIPTION	DUE DATE
Comprehensive Safe School Plan	Legally compliant and governing board approved safety plan.	July 1
Facilities Lease Agreement	Lease, rental agreement, facilities use agreement or similar documentation of right to use school facilities.	No later than 10 days prior to opening
Building Permits	Evidence of compliance with local building code for educational use, including building permits and zoning (conditional use permit).	
Certificate of Occupancy	Valid current Certificate of Occupancy for school use.	
Fire Marshal Inspection	Verification of passage of Fire Marshal Inspection of the facility.	
Facility Inspection	School site passes, to satisfaction of SBCSS CSO staff, pre-opening facility inspection.	

APPENDIX C: ANNUAL REPORTING CALENDAR

Calendar provided for planning purposes. Calendar for upcoming school year with specific dates will be provided to all county board-authorized Charter Schools before the start of the school year.

****Calendar is revised annually and is subject to change based on statutory updates or requests by CDE****

Category	Item	Description	Month Due
Administrative	SELPA Agreement/ Good Standing	Copy of fully executed SELPA Participation documentation and/or written statement from SELPA stating charter school is in good standing.	July
Administrative	Insurance	Evidence of insurance: Refer to MOU for types of coverage and amounts.	July
Administrative	***Charter School Contact Information	List of key employees. Include additional staff who should receive SBCSS bulletins. Any change to names of staff on form must be submitted to SBCSS within 10 days.	July
Administrative	Employee Handbook	A copy of employee handbook. Employee handbook must include, at minimum, detailed expectations for employee performance and behavior, due process rights of employees related to disciplinary actions (including termination), compensation and benefit information, and description of both informal and formal complaint procedures that employees may pursue in the event of a disagreement.	July
Administrative	Parent/Student Handbook	Must include, at minimum, attendance expectations, behavior, discipline, bullying, harassment, due process rights, formal/informal complaint procedures, evidence that the handbook has been provided to each parent at the beginning of the year.	July
Administrative	LCAP	Final LCAP including necessary components and verification of stakeholder engagement.	July
Fiscal	PENSEC Report	PENSEC Data Report and signed certification, if applicable.	July
Governance	Articles of Incorporation	Copies of fully executed Articles of Incorporation(s) for charter and any related corporations, if amended.	July
Governance	Bylaws	Copy of fully executed current Board approved bylaws for charter and any related corporations	July
Governance	Board Policies	All board policies adopted by charter school's governing board. Policies should include all legally required policies and any locally approved policies. All policies approved by the governing board must clearly list the date policy was approved.	July

Category	Item	Description	Month Due
Academic	Short-Term & Long-Term Independent Study Agreements	Copy of <u>blank</u> short-term and long-term independent study agreements, if applicable.	August
Administrative	Facility Use Agreement	As applicable, lease agreement, certificate of occupancy, fire marshal inspections, health and safety inspections, building inspections, and approved zoning variances.	August
Administrative	Inventory List	Inventory list in accordance with policy adopted by charter school governing board. If no policy has been adopted, provide list of all inventory with a value over \$5,000.	August
Administrative	Vendor Listing	Vendor listing for prior year with YTD amount spent.	August
Administrative	Credit/Debit Card List	List of employees with issued credit and/or debit cards. *If organizational cards are in use, the charter school must have a board approved policy specific to the use of credit and/or debit cards.	August
Academic	Instructional Calendar & Bell Schedule	Final board approved instructional calendar and bell schedules. Indicate course and/or grade level taught (by period, as applicable).	September
Academic	Master Schedule	Sorted by teacher, listing all courses they teach (by period, if applicable).	September
Administrative	Salary Schedules	Board approved salary schedules, including known/anticipated bonus information, as applicable.	September
Administrative	Staff Roster/Certification of Clearances/ and Mandated Reporter Training	Complete list of all staff (certificated and non-certificated). Signed affidavit from site administrator certifying that all background checks, DOJ notifications, and fingerprinting requirements have been completed for all staff.	September
Fiscal	Unaudited Actuals	Prior year Unaudited Actuals Additional supplement reports include: <ul style="list-style-type: none"> • Balance Sheet as of 6/30 • Income Statement as of 6/30 • Statement of Cash Flow as of 6/30 • Bank Reconciliations & Bank Statements-Select Months • Quarterly Payroll Tax Reports 	September
Administrative	Student Information List	List of all students enrolled in school as of Census Day. Student list must be exported from attendance system.	October
Fiscal	20 Day Attendance Report	20 Day Attendance Report for New Charters/New Grade Levels for Continuing Charters. Please submit signed certification report, if applicable.	October
Governance	Certification of Governance Training	Certification of governance training for each board members and administrative employees. Governance training should include at minimum Brown Act and Conflict of Interest. New board members and/or key staff are to receive governance training prior to execution of duties.	December

Category	Item	Description	Month Due
Fiscal	1st Interim Financial Report	1st Interim Financial Report, board approved, reflecting activity/changes through October 31st. Additional supplement reports include: <ul style="list-style-type: none"> • Balance Sheet as of 10/31 • Income Statement as of 10/31 • Statement of Cash Flow as of 10/31 • Bank Reconciliation & Bank Statements-Select Months • Quarterly Payroll Tax Report 	December
Fiscal	Audit Report	Annual Financial Audit report.	December
Fiscal	Audit Findings	Should the audit report indicate audit findings, a report describing how the exceptions and deficiencies have been or will be resolved along with an anticipated time frame must be submitted.	January
Fiscal	P-1 Attendance Report	P-1 Report of Attendance.	January
Administrative	School Accountability Report Card (SARC)	Submit copy of SARC, annual notification to parents, and evidence of posting to charter school's website.	February
Administrative	CALPADS - Fall 1	Certified 1.17 and 1.18 reports.	February
Administrative	Audit Contract	Board approved audit contract information	March
Administrative	Comprehensive School Safety Plan	Update Comprehensive School Safety Plan, unique to authorized charter school, and approved by governing board prior to due date. Ensure plan includes the required content and meets the stakeholder engagement requirements pursuant to EC §32280-32289.5.	March
Fiscal	2nd Interim Financial Report	2nd Interim Financial Report, board approved, reflecting activity/changes through January 31st. Supplemental reports include: <ul style="list-style-type: none"> • Balance Sheet as of 1/31 • Income Statement as of 1/31 • Statement of Cash Flow as of 1/31 • Bank Reconciliation & Bank Statements- Selected Months • Quarterly/Annual Payroll Tax Report 	March
Fiscal	P-2 Attendance Report	P-2 Report of Attendance	April
Governance	Form 700	Copies of all Form 700s required to be completed per school's conflict of interest policy.	April
Administrative	Charter School Annual Information Update	Complete Charter School Annual Information Update. All county board authorized charters are required to submit the information by the deadline established by CDE. Charters no longer have to provide a copy of the information submitted; however, CSO will verify submission once CDE releases the responses.	May

Category	Item	Description	Month Due
Academic	School Calendar & Bell Schedule	Attendance calendar and site bell schedules (regular, minimum, testing, assembly, etc.). Please provide all support for review and verification of each site's compliance with instructional minute calculation.	May
Academic	Assessment (state & local) Testing Calendar	CAASPP (Jan-June), CAST (Jan-June), PFT (Jan-May), ELPAC Summative (Feb-May).	May
Fiscal	Adopted Budget	<p>Adopted Budget including budget assumptions. All key budget variables, including revenue, expenditure, debt, beginning and ending balance variables shall be defined. Certificated and classified employee salary data, student enrollment projections, and health and benefit plans shall be included with submission. Please mail signed certification after board approval.</p> <p>Additional supplemental reports include:</p> <ul style="list-style-type: none"> • Bank Reconciliations & Bank Statements-Select Months • Quarterly Payroll Tax Reports • Annual Tax Reports - Federal (Form 990) and State for charter and all related organizations, as applicable. <p>Budget revisions must be submitted within four weeks of board approval.</p>	June (Last week)
Governance	Board Member Information	List of board members including title, term, and contact information.	June
Governance	Board Meeting Calendar	Board approved meeting calendar for coming year. Must include location, date, time, and date of annual organizational meeting. Communicate dates/times of special and/or emergency meetings to CSO pursuant to Brown Act	June
Governance	Governance Training	Indicate date(s) that governing board, officers, and directors will receive training related to public transparency and conflict laws for the upcoming year. Information can be noted on Board Meeting Calendar or noted separately.	June
Fiscal	Oversight Fees	Invoices for oversight fees will be provided to charter schools upon certification of P-2.	July
Fiscal	Check Register(s)	Provide check register(s) for prior month by 15th unless day falls on holiday or weekend, send next business day.	Monthly
Fiscal	Attendance Summary - SIS	Provide attendance summary directly from SIS for prior month by 15th unless day falls on holiday or weekend, send next business day.	Monthly
Fiscal	**Student Exit/Entry Report	Provide Student Exit/Entry for prior month by 15th unless day falls on holiday or weekend, send next business day.	Monthly

Category	Item	Description	Month Due
Fiscal	Payroll Register	Provide Payroll Register for prior month by 15th unless day falls on holiday or weekend, send next business day.	Monthly
Fiscal	Cash Receipt Journal/ Register	Provide Cash Receipt Journal/Register for prior month by 15th unless day falls on holiday or weekend, send next business day.	Monthly
Governance	Board Agenda & Supporting Documents	Full Board/Agenda Packet (provided to the governing board) prior to meeting. Any supporting documents provided during the meeting should be emailed to CSO within 3 days following adjournment of meeting.	Monthly
Oversight	SBCBOE Meetings & Charter School Fall/Annual Reports	SBCBOE monthly meetings are typically held on the second Tuesday of each month. Additional information about the SBCBOE meetings can be accessed using this link: SBCBOE Meeting Platform . County Board-authorized charter schools are required to present twice yearly to the SBCBOE at a regularly scheduled meeting. Presentations will take place in the fall and spring. Newly approved charter schools may also be asked to provide a status update presentation as necessary. A presentation schedule with applicable dates will be provided annually no later than the end of May.	Monthly
Oversight	Fall Oversight Visit	Specific information with documents and information the charter school will need to provide prior to visit will be given to charter 30 days in advance of the visit. <i>Note: visit may take place October - December.</i>	TBD
Oversight	Spring Oversight Visit (Tentative)	Specific information with documents and information the charter school will need to provide prior to visit will be provided to charter at least 30 days in advance of the visit. <i>Note: visit may take place March - May.</i>	TBD

APPENDIX D: WEBSITE POSTING CHECKLIST

Items in this checklist are to be posted on the Charter School’s website at all times throughout the term of the charter and subsequent renewals. Any items on the checklist that are modified must be posted to the school’s website within 5 business days of update/approved change, unless otherwise noted. SBCSS will periodically monitor the school’s website for compliance. *Items requiring governing board approval must clearly list the date the governing board granted approval.*

****Checklist is subject to change based on statutory updates or requests by CDE****

Item to be Posted	Required By	Reference
ADMINISTRATION		
School Contact Information - Name, phone, and email for school leader(s). Physical address of school. School office hours.	Authorizer	
Staff Directory - List contact info (phone, email) for school administrators, certificated staff, and other staff as necessary.	Authorizer	
Charter School Complaint Notice - Use FORM provided by CDE and update with the following information before posting to website: San Bernardino County Schools Attn: Charter School Office Email: sbcss.charters@sbcss.net Phone: 909.386.9695 Address: 760 East Brier Drive, San Bernardino, CA 92408	Legally Required	EC 47605(d)(4) CDE Information re: mandatory disenrollment notice
Charter School Petition: Post most recent petition approved by SBCBOE.	Authorizer	
LCAP: As adopted by governing board as well as any updates or revisions approved by governing board. Posted LCAP must contain all completed applicable components and be in the order required by CDE and LCAP link should be prominently posted to the charter schools homepage of its website.	Legally Required	CDE LCAP Info EC 47606.5
SARC: As adopted by governing board.	Legally Required	SARC Legislation CDE SARC Overview CDE
School Safety Plan including any COVID-19 related plans/information.	Legally Required	CDE Safety Plan Info
Education Protection Account Revenues & Expenditures	Legally Required	CDE EPA FAQs
Student/Parent Handbook: Includes, at minimum, attendance expectations, behavior, discipline, policies/consequences for bullying and harassment, due process rights related to discipline, and description of informal/formal complaint procedures parents may pursue in the event of a disagreement.	Authorizer/ Legally Required (Policies)	
Admissions & Enrollment Procedures/Info: Description of process for admission and enrollment, consistent with charter, including dates of receiving applications, and conducting lottery, clearly specifying there are no admission or enrollment requirements other than available space. Must be consistent with approved charter.	Authorizer	
Academic Calendar: Board approved and must include holidays, minimum day, staff development days, etc.	Authorizer	
Bell Schedule: Daily schedule by grade for elementary and by period for secondary	Authorizer	
Homeless and Unaccompanied Youth: Name(s) and contact information for designated school liaisons. Specific information on	Legally Required	EC 48852.6 CDE Homeless Education

Item to be Posted	Required By	Reference
homelessness, including educational rights and resources for students experiencing homelessness.		
Restraint and Seclusion Data: As reported to CDE through CALPADS.	Legally Required	EC 49006 CDE Restraint & Seclusion Data
Arts & Music in Schools: Board approved annual report that includes specific information required by statute	Legally Required	EC 8820 CDE Prop 28 Webinar CDE Prop 28 FAQs
Schools offering competitive athletics must post the following by the end of the school year: <ul style="list-style-type: none"> Total enrollment of school, classified by gender Number of students enrolled participating in competitive athletics, classified by gender Number of boys' and girls' teams, classified by sport and competition level 	Legally Required	EC 221.9 CA CIF - Equity
SELPA Local Plan	Legally Required	EC 56205.5 CDE SELPA Local Plan
CA Community Schools Partnership Program: Schools that received implementation funding must post application on website.	Legally Required	EC 8902 CDE CA Community Schools Partnership Program
Learning Recovery Grant: Schools that received funding must post completed expenditure reports on their website.	Legally Required	EC 32526(d)(1) CDE Learning Recovery FAQs
Dangers of Fentanyl/Synthetic Drugs: Post information in accordance with statutory requirements.	Legally Required	EC 48985.5
Mental Health Access: Posting on website can be used as one of the two required statutory options for notifying students/guardians at least twice yearly about how to initiate access to available mental health services.	Legally Required	EC 49428

Item to be Posted	Required By	Reference
GOVERNANCE		
Board Meeting Agendas: Agendas are to be posted in accordance with the options provided in Gov 54954.2(a)(2)(A)&(B)	Legally Required	Gov. 54954.2 Procopio: Guide to Brown Act Changes eff. 01.01.23
Agenda Materials: All handouts/materials for all meeting agenda items that have such materials that are not excluded from public disclosure. Items provided during the governing board meeting shall be posted online within 5 business days following the meeting.	Authorizer/ Legally Required	Posting online may satisfy requests made pursuant to Gov. 54954.1
Board Meeting Minutes: Minutes must be posted online within 5 business days following board approval.	Authorizer	
Audio or video recordings of governing board meetings for <i>all</i> county board-authorized charter schools shall be posted within 5 business days following the meeting. Legally required for charters entities that operate charters located in multiple counties.	Authorizer/ Legally Required	EC 47604.1
Board Meeting Calendar: Must include meeting dates, times, location for all regular meetings and standing committees of the board; identify the date of the annual organization meeting at which board members and officers are elected.	Authorizer	
Board Member Information: Include names, direct email address, terms of service, officer designation (as applicable), committee assignment (as applicable), and brief bio of board member.	Authorizer	

Item to be Posted	Required By	Reference
Board Member Election Process: Brief description of nomination and election process for governing board members. Must be consistent with charter and bylaws.	Authorizer	
Public Participation: Description of how interested stakeholders can be notified of meetings.	Authorizer	
Articles of Incorporation: As submitted to state.	Authorizer	
Bylaws: Latest version approved by charter school governing board.	Authorizer	
Sole Statutory Member/ Foundations/ Supporting Organizations: If applicable, Brown Act required postings, corporate documents, and information about board members shall be posted directly to charter school's website. A link to this information posted on the charter school's website is sufficient.	Authorizer	

Item to be Posted	Required By	Reference
BOARD APPROVED POLICIES **MUST INCLUDE DATE APPROVED BY GOVERNING BOARD**		
Fiscal Policies: Must include at minimum, internal fiscal controls governing all financial activities, intercompany loans, adherence to GAAP, procedures for receipt and disbursement of funds, reconciliation of accounts, contracting, budget preparation, protection of assets, and authorized limits for staff involved with fiscal matters.	Authorizer	
Conflict of Interest Code: Must meet minimum requirements as set forth in FPPC model COI code.	Authorizer	FPPC COI
Uniform Complaint Policies & Procedures: Include all required UCP procedures, forms, and any other forms and systems established by school related to resolutions of complaints/disputes.	Authorizer	CDE UCP Info
Suicide Prevention Policy: Policy must meet the legal requirements for grades K-6 and 7-12.	Legally Required	EC 215 EC 234.6
Title IX: Policy and information must meet the requirements of state and federal law.	Legally Required	Title IX-CDE Info EC 221.5-231.5
Sexual Harassment Policy: Pertaining to students.	Legally Required	EC 234.6 EC 231.5
Anti-discrimination, anti-harassment, anti-intimidation, and anti-bullying Policies:	Legally Required	EC 234.6
Anti-Cyber Bullying Procedures and section specific to Social Media Bullying	Legally Required	EC 234.6 CDE Bullying Prevention Training & Resources
Employee Interaction with Pupils Policy	Legally Required	EC 44050
Mathematics Placement Adopted Policy (as applicable)	Legally Required	EC 51224.7

Item to be Posted	Required By	Reference
OTHER		
Website Accessibility: Charter schools must periodically test their website to ensure website is in compliance with accessibility laws.	Legally Required	SCLS #06-2017 SCLS FAQs Website Accessibility Web Accessibility Initiative

Please note that this list is non exhaustive.
There may be additional items that are legally required to be posted on a charter school's website.

APPENDIX E: CLOSURE PROCEDURES

Charter School: _____ **Proposed Closure Date:** _____ **Date Notified:** _____
SBCSS Closure Email: _____
Charter Contact: _____ **SBCSS Contact:** _____
Phone #: _____ **Phone #:** _____
Email: _____ **Email:** _____

Invoking Closure Procedures				
Item	Description	LEA Contact	Due Date	Verified
1.	In the case of revocation or nonrenewal, the SBCSS shall notify the charter school in writing that the closure procedures have been invoked. In case of voluntary surrender, the charter school shall notify the SBCSS in writing that the closure procedures have been invoked.			

Immediate Actions				
Item	Description	LEA Contact	Due Date	Verified
2.	The charter school shall immediately notify SBCSS of the location of all pupil and business records. Following that notification, no student or business records shall be disposed of, moved, or duplicated without the express written consent of SBCSS , except that student records may be copied for students' parents/guardians or transferred to other schools, provided a notation is kept of the records copied or transferred.			
3.	The charter school and SBCSS shall each immediately identify an individual who will serve as the single point of contact for the entity regarding the school's close out activities.			
4.	Upon notification of closure, the charter school will be provided an email address to including on all communications/emails sent/received to any and all parties regarding the closeout of the school.			

Students and Parents/Guardians				
Item	Description	LEA Contact	Due Date	Verified
5.	The charter school shall notify the parents/guardians of each pupil enrolled of the school's closure. Unless SBCSS directs otherwise, the notification shall be immediate in the case of a revocation (that takes immediate effect) or shall occur within 14 days of the invocation of the closure procedures in the case of closure at the end of the current academic year.			
6.	If the charter school continues instruction to the end of the current academic year, report cards shall be issued within seven days of the end of classes.			
7.	The charter school shall, within 14 days, provide SBCSS with a list of students (names, addresses and phone numbers) in each grade level and the classes they have completed. Identify each student's district of residence, and a notation of where the student's records have been transferred.			
8.	The charter school shall notify surrounding school districts within 14 days of the school's forthcoming closure (or immediate closure if a revocation takes immediate effect).			
9.	The charter school shall provide information to students and parents/guardians regarding alternative public school placements within 30 days of the announcement of the school's forthcoming closure, or immediately in the case of a revocation that takes immediate effect.			
10.	The charter school shall offer to provide a copy of each student's cumulative file upon request of the student's parents/guardians. The school shall provide the copy within seven days of a request being received, ensuring that the documents are given to the parents/guardians identified as having legal custody or guardianship of the student.			
11.	The charter school shall comply within seven days to requests for the transfer of students' cumulative files to other public or private schools in which the pupils enroll.			
12.	The charter school shall respond within seven days to inquiries from students, their parents/guardians and from the media regarding the school's closure, the disposition of pupil and business records, and the alternative placement available to the students.			
13.	The charter school, if an LEA in a SELPA, shall notify the SELPA within 14 days of the closure, complete all documentation necessary for special education students, and transfer copies of the pupil's records to the SELPA.			
14.	The SBCSS shall respond promptly to inquiries from students, their parents/guardians, and from the media, as necessary.			

Students and Business Records				
Item	Description	LEA Contact	Due Date	Verified
15.	Unless charter school is an entity of another nonprofit, when the charter school is dissolved, the student and business records shall come under the exclusive control of SBCSS which shall distribute, maintain, or dispose of the records as it determines appropriate.			
16.	The charter school shall terminate all present leases, service agreements and other contracts not necessary for the close out of the school. Leases, service agreements, and contracts should be terminated in a cost effective manner in order to minimize expenses.			
17.	The charter school shall return grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law. A final expenditure report for all grants must be submitted within fourteen days. Federal grants must be closed out, including the filing of the required Final Expenditure Reports. Federal Forms 269 and 269a may apply if charter school was receiving funds directly from the U.S. Department of Education.			
18.	Close all financial records of the school as of revocation or closure date.			

Faculty and Staff				
Item	Description	LEA Contact	Due Date	Verified
19.	The charter school shall immediately notify its faculty and staff of the school's closure, providing each with necessary information related to compensation and retirement, including, but not limited to, any optional benefits that they may continue after the school closes.			
20.	The charter school shall provide SBCSS within 14 days with a description of current and projected payroll and payroll benefits commitments through closure, including a list of each employee and their job duties, and a projection of the funds necessary to: 1) transition pupils and records; 2) complete all administrative closure related tasks; and 3) complete contracts and grants.			
21.	The charter school shall provide SBCSS within 14 days with a notice of any outstanding payments to staff and the method by which school will make the payments.			
22.	The charter school will within 14 days contact the CalSTRS, CalPERS, and the SBCSS retirement department and follow their procedures for dissolving contracts and reporting.			
23.	<p>Prior to final closeout, the charter school shall do all of the following on behalf of the school's employees:</p> <ul style="list-style-type: none"> • File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines. • File the Federal Notice of Discontinuance with the Department of Treasury (Treasury Form 63). • Make final federal tax payments (employee taxes, etc.) • File the final withholding tax return 			

Assets and Liabilities				
Item	Description	LEA Contact	Due Date	Verified
24.	The charter school shall immediately notify all funding sources (including charitable partners) of the school's closure.			
25.	The charter school shall immediately notify all contractors (such as a CMO, food service providers, instructional services providers, etc.) of the school's closure.			
26.	If the charter school has any agreements with organizations representing employees, the charter school shall notify the organizations of the school's closure as may be specified in the agreements.			
27.	The charter school shall, within 14 days, notify SBCSS of all pending litigation to which the school is a party. The charter school shall immediately notify SBCSS if litigation is filed thereafter up to the point that the school is formally dissolved.			
28.	The charter school shall, within 30 days, prepare and deliver to SBCSS a comprehensive list of creditors and debtors.			
29.	The charter school shall, within 30 days, prepare and deliver to SBCSS a comprehensive inventory of all assets.			
30.	The charter school shall, within 30 days, prepare and deliver to SBCSS a plan for the proposed disposition of all property owned by the school and purchased with public funds. Assets donated to the school may be returned to donors or disposed of in accordance with donor's wishes. Net assets, (after the payment of outstanding liabilities), if any, may be transferred to another public agency, such as another charter school. The charter school shall also provide a detailed inventory list of all physical assets and shall include an identification of which funds were used to purchase each item.			
31.	The charter school shall arrange for preliminary (if necessary) and final closure audits to be paid for from the special reserve or bond revenue. The auditor engaged to perform the audit(s) shall be from the list of approved school auditors maintained by the SCO and shall be approved by SBCSS. The audit(s) at a minimum shall determine the disposition of all assets and liabilities of the charter school and shall verify school's comprehensive list of creditors and debtors, and the amounts owed or owing, as well as verify the school's comprehensive list of all assets by source, noting any restrictions on each asset's use. Based on audit findings, and with the approval of SBCSS, the charter school shall expend any identified assets to liquidate any identified liabilities.			

Dissolution of School (Corporation) Entity				
Item	Description	LEA Contact	Due Date	Verified
32.	Following the resolution of all outstanding assets and liabilities, the charter school shall be dissolved, unless operated by a CMO/network nonprofit. If established as a single nonprofit public benefit corporation pursuant to EC §47604, the corporation shall be dissolved.			