

**Charter School Policy:****SP:L-8****Provision of Special Education Services to Students Voluntarily Enrolled in Charter Schools**

This policy applies to all charter schools that are chartered by, or operate as, a local educational agency (LEA) member of the Antelope Valley Special Education Local Plan Area (SELPA). This policy also applies to any charter school petition granted by the State Board of Education (SBE) in which oversight responsibilities have been delegated to a SELPA-member district under Education Code Section 47605(k)(l).

All charter schools will comply with all requirements of state and federal laws regarding the provision of special education and related services to students with disabilities. (Educ. Code §§ 56000 et seq.; 20 U.S.C. §§ 1400 et seq.) Special education and related services shall be provided to all eligible individuals within the Antelope Valley SELPA in accordance with the Local Plan. Students enrolled in charter schools shall receive services in a manner similar to students enrolled in member districts within the SELPA.

SELPA Involvement in Approval and Renewal of Charter Petitions

Prior to a district's approval of a new charter, or renewal of an existing charter, the superintendent or designee of the chartering entity shall consult with the SELPA Director to ensure that the charter school is knowledgeable of and in compliance with district and SELPA guidelines and timelines as they relate to special education. No SELPA-member district governing board shall grant a charter unless the charter petition includes verifiable, written assurances that all eligible students enrolled in the charter school will receive appropriate special education services in accordance with appropriate state and federal law and the SELPA Local Plan.

An approved charter shall delineate the entity responsible for providing special education instruction and services, any anticipated transfer of special education funds between granting entity and the charter school, and any provisions for sharing deficits in funding. These provisions must also be included in a Memorandum of Understanding (MOU) between the Charter School and the chartering entity. The SELPA must be provided with a copy of the MOU between the charter school and chartering entity prior to the release of funds to the chartering entity or the charter school.

Location of Charter Schools

All SELPA-member districts and charter schools, whether operating as a public school of the SELPA-member district, or as a local educational agency (LEA) for purposes of special education (see below), must comply with the geographic and site limitations for charter schools imposed by sections 47605 and 47605.1 of the Education Code. If the charter school is permitted to establish a site located outside the boundaries of the chartering entity consistent with



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sections 47605 and 47605.1, the chartering entity must inform the SELPA Director prior to approving any such charter petition.

Categories of Charter Schools

For purposes of the provision of special education services, charter schools may be deemed either an LEA or a public school within the chartering district. A charter school shall be deemed a public school within the chartering district unless the charter school has satisfied the application requirements in the accompanying administrative regulations and has obtained approval by the SELPA Superintendents' Council.

1. Charter School as a Public School

- a. Unless deemed to be a LEA under the provisions set forth in section 2.b below, a charter school is considered to be a public school of the LEA that granted the charter or to which the SBE has delegated its oversight responsibilities to pursuant to Education Code Section 47605(k)(1). Educ. Code § 47641.
- b. Rights and Responsibilities of a Charter School Deemed a Public School:
 - 1) A charter school that is a public school of the LEA that granted its charter shall participate in state and federal funding for special education in the same manner as any other public school of that LEA. Educ. Code § 47646 (a).
 - 2) Students with disabilities attending the charter school shall receive special education instruction and/or designated instruction and services in the same manner as a child with disabilities who attends another public school of the LEA. Educ. Code § 47646 (a).
 - 3) The LEA that granted the charter shall ensure that all children with disabilities enrolled in the charter school receive special education and designated instruction and services in a manner that is consistent with all applicable provisions of state and federal law.
 - 4) The LEA that granted the charter shall ensure that each charter school receive an equitable share of special education funding and services, and that each charter school contribute an equitable share of its charter school block grant funding to support district-wide special education instruction and services. Educ. Code § 4764(b), (c).
 - 5) The chartering entity and the Charter School shall enter into a MOU that addresses assurances for compliance with special education laws and regulations and the provision of services and funding. (A sample MOU is included as Exhibit 1 to this policy.)



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2. Charter School as an LEA

- a. A charter school may apply to become an LEA for the provision of special education services.
- b. Application
 - 1) The procedure for a charter school to apply to the SELPA for status as an LEA shall be set forth in Administrative Regulations.
- c. Once deemed an LEA, the charter school will be responsible for and entitled to the following:
 - 1) Participation in governance of the SELPA in the same manner as other districts within the SELPA;
 - 2) Participation in regionalized services in the same manner as other districts within the SELPA;
 - 3) State and federal funding for special education in the same manner as other districts within the SELPA;
 - 4) Responsibility for all costs incurred in the provision of special education services in the same manner as other districts within the SELPA, including but not limited to:
 - Instruction;
 - Transportation;
 - Nonpublic school /agency placements;
 - Inter/intra SELPA placements;
 - Due process proceedings; and
 - Complaints and attorney fees
 - 5) Documentation that all state and federal special education funds apportioned to the charter school are used for sole purpose of providing special education instruction and/or services to identified students with disabilities; and that such funds are used to supplement and not supplant other sources of federal, state and local funds apportioned to charter schools.

Legal Reference

EDUCATION CODE

47605(a)
47605(k)(i)
47605.1
47646



Procedure for Charter School to Apply for LEA Status As Special Education Provider

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Charter School Deemed to be a Public School

- A. A charter school that is not an LEA for purposes of special education shall be deemed a public school of the charter school district. The charter school deemed to be a public school shall enter into a Memorandum of Understanding with the chartering district to assure:
- (1) Compliance with state and federal laws related to students with disabilities and their parents.
 - (2) A description of the means by which the charter intends to serve students with disabilities.
 - (3) The procedures for ensuring that students are referred, assessed and served in a timely manner.
 - (4) Staff members providing special education services are properly trained and credentialed, as appropriate.
 - (5) Facility used by the charter school does not present physical barriers that would limit eligible student's full participation in educational and extracurricular programs.
 - (6) The charter school will follow all laws regarding discipline and change of placement of special education students.
 - (7) The charter school provides the allocation of excess costs and/or the school's fair share of special education encroachment on the LEA general fund.
- B. Refer to sample Memorandum of Understanding in the accompanying exhibit. Districts may modify the MOU to address their particular services and funding agreements with the charter school.

Charter School Deemed as Local Education Agency (LEA) for Special Education

- A. The procedure for a charter school or school district to apply to the SELPA for status as an LEA member within the SELPA shall be as follows:



Procedure for Charter School to Apply for LEA Status As Special Education Provider

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- (1) Application must be made to the SELPA by November 1 of the school year preceding the school year in which the charter school anticipates operating as an LEA within the SELPA. The categorization as a separate LEA will become effective on the first day of the fiscal year (July 1), following final approval by the SELPA Superintendents' Council. Application for LEA status is included as Exhibit 2.
 - (2) The Program Council shall review and consider the application, using Review form in Exhibit 3, and make its recommendation to the Superintendents' Council as to whether and on what conditions the application should be granted or denied. The Program Council shall make its recommendation on the application within 76 days, or on or before January 15, whichever date is later. If the Program Council recommends that the application be rejected, the charter school may either withdraw its application or request that the Superintendents' Council consider its application notwithstanding the recommendation of the Program Council.
 - (3) The Superintendents' Council shall review and consider the charter school's application and the recommendation, affirmative or negative, of the Program Council. The Superintendents' Council shall act on the application within 60 days of the date of the Program Council's recommendation, or on or before March 15, whichever date is later.
 - (4) Upon review of an application, the Program Council may suggest that the application be amended. If the charter school elects to adopt amendments suggested by the Program Council, it shall submit its amended application on or before March 15 of the school year preceding the school year in which the charter school or school district anticipates operating as an LEA within the SELPA. The Program Council shall review the amended application and submit its recommendation to the Superintendents' Council on or before April 15. The Superintendents' Council shall act on the amended application on or before May 15.
- B. A request by a charter school to participate as an LEA may not be treated differently than a school district making the same request. Educ. Code § 47645.
- C. The Superintendents' Council will make the final determination whether the charter school has the capacity and intent to meet all requirements of an LEA as specified in this policy and the Local Plan. These requirements include:



**Procedure for Charter School to Apply for LEA Status
As Special Education Provider**

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1. Assurances that all children with disabilities enrolled in the charter school shall receive special education and designated instruction and services in a manner that is consistent with all provisions of state and federal law, including: The Individuals with Disabilities Education Act (20 U.S.C. § 1400 et seq., and implementing regulations); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); The American with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq., and implementing regulations); and Education Code sections 56000 et seq., and state regulations relating thereto;
 2. Assurance that no student will be denied admission to the charter school based on disability or lack of available services;
 3. Compliance with the specifications of all sections of the SELPA Local Plan; and
 4. Compliance with the specifications of all SELPA policies and procedures.
- D. The charter school must provide verifiable written assurances to the SELPA Administrator that it has adequate fiscal reserves to cover potential special education costs and that it agrees to be responsible for all costs incurred in the provision of special education services. The charter school shall submit the following documents to the SELPA along with its application for LEA status:
1. A copy of the charter school's budget which includes an account for special education which is sufficiently large to cover the cost of anticipated services and a reserve for contingencies equal to that required for public school districts of the same size.
 2. A copy of the Charter (as amended as appropriate), which sufficiently describes the provision of special education and related services by the charter school LEA,
 3. A copy of the charter school's liability insurance policy of at least \$1,000,000 per person per occurrence,
 4. A copy of audit reports for the past two years (if applicable),
 5. A document that provides income/expense reports for special education programs for the past two years,



**Procedure for Charter School to Apply for LEA Status
As Special Education Provider**

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8. A list of credentials for all certificated staff: name, position, credential number, if highly qualified,
9. A statement signed by the charters fiscal agent and governing board acknowledging the charter's obligation to "search and serve", its obligation to pay the costs of special education whether or not those costs are adequately covered from the charter's SELPA allocation, and assuring that it has adequate fiscal reserves to cover those costs. Costs of special education may include, but are not limited to, instruction, transportation, non-public school/agency placements, inter and intra SELPA placements, due process proceedings, complaints and attorney fees,
10. A copy of the charter school student application materials which reflects that the charter school can and will make available the full range of special education services for students enrolled in the charter school.

E. The **charter school** shall provide written assurances for the following:

1. That no student will be denied admission to the charter school based on disability or lack of available services;
2. Compliance with the specifications of all sections of this local plan; and
3. Compliance with the specifications of all Antelope Valley SELPA policies and procedures.
4. The charter school will place students with disabilities in programs administered by other districts or entities only with parent consent and in accordance with procedures for Intra-SELPA or Inter-SELPA transfers,
5. The charter school will provide transportation as indicated on the student's IEP,
6. The charter school will secure the services of an attorney for special education as is required of all SELPA member districts,
7. The charter school shall be responsible for all other obligations, policies and agreements as required by SELPA membership,



8. The charter school shall provide assurances that they will comply with all applicable state and federal laws, including but not limited to the Individuals with Disabilities Education Act (IDEA), Section 504 and the American with Disabilities Act (ADA),
9. The charter school will utilize SELPA approved forms, and send appropriate personnel to attend Superintendents' Council, Program Council and Finance Committee meetings and SELPA trainings,
10. The charter school understands its sole legal and fiscal responsibility to provide appropriate services to eligible students as is the case for all member districts and the charter school shall not seek defense or indemnification from the SELPA or SELPA member districts,
11. The charter school is expected to utilize resources from its general fund for the costs of special education and related services to the full extent necessary to meet its obligations under federal and state law and this policy.
12. All funds allocated to the LEAs including charter LEAs shall be expended only for special education and related services necessary to comply with federal and state law.
13. The charter school shall have a viable and detailed plan for facilities that will allow the charter school to appropriately deliver the full range of special education services. If the charter school does not have a solid commitment for facilities at the time of consideration for SELPA membership, the SELPA Superintendents' Council may grant a conditional approval of SELPA membership. Such conditional approval may require the charter school to show evidence of facilities satisfactory to the SELPA Administrator within thirty (30) days prior to the commencement of school year that meet the criteria set forth in Assurance #4 above and which will otherwise allow for the appropriate delivery of special education services or the LEA status will be terminated.
14. The charter school LEA will assume funding responsibility for students placed in alternative educational settings due to disciplinary issues.
15. Charter school LEAs serving secondary students with disabilities who are eligible for post-secondary services shall make available appropriate post-secondary services through age 22.



- F. If approval of a charter school or school district requires a change in the SELPA allocation plan, such change shall be adopted pursuant to the policy-making process outlined in the SELPA local plan. Educ. Code § 47643.
- G. Acceptance of a charter school as an LEA SELPA member requires revisions to the Local Plan. The revised Local Plan must be submitted to the County Office of Education and California Department of Education for review and approval. (Educ. Code §§ 56121, 56123, 56140, 56195.3.)
- H. Membership in the SELPA may be revoked by the Superintendents' Council if the Superintendents' Council finds by resolution that the LEA has failed to comply with state or federal law or with the local plan, policies, procedures or standards of the SELPA. In the event SELPA membership for a charter school as an LEA is revoked, a charter school shall, for special education purposes, be deemed a school within the district or entity that granted the charter.

Superintendents' Council Approved: 10-22-15



Charter School as Public School

Exhibit 1

•Sample•

**MEMORANDUM OF UNDERSTANDING BETWEEN
[NAME] SCHOOL DISTRICT
AND
[CHARTER SCHOOL]**

This agreement (“MOU” or “Agreement”) is executed on _____, 201_ (Effective Date”) by and between the [NAME] School District (“District”), a school district existing under the laws of the State of California, and the [CHARTER SCHOOL], a public charter school chartered by the District and operated as a nonprofit public benefit corporation (“Charter School” and together with the District, the “Parties”). This Agreement shall be enforceable only following execution by both Parties and ratification or approval by the governing boards of each of the Parties.

RECITALS

- A. The District is the granting agency of the Charter School. The District approved the Charter School’s charter petition (“Charter”) on _____, 20_ for a term of _ (____) years, beginning on _____, 20_ and expiring on _____, 20_.
- B. By approving the Charter, the District assumed certain oversight responsibilities of the Charter School pursuant to California’s Charter Schools Act (Cal. Ed. Code, §§ 47600 *et seq.*). This Agreement is intended to outline the Parties’ agreements governing their respective fiscal and administrative responsibilities, their legal relationship, and other matters of mutual interest not otherwise addressed or resolved in the terms of the Charter.
- C. The Parties recognize and agree that the Charter School is open to all students regardless of race, religion, gender, sexual orientation, disability or ethnic origin and that such provisions of non-discrimination shall apply as well to employment.
- D. The Charter School shall operate at no direct or indirect cost to the District.

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:

AGREEMENTS

I. TERM AND RENEWAL; AMENDMENT

- A. Term. This Agreement shall commence on the Effective Date and shall end on _____, 20_ (“Term”). The Agreement is subject to termination during the Term or



any renewal as specified by law or as otherwise set forth in this Agreement.

- B. Modification of Agreement. Any modification of this Agreement must be in writing and executed by duly authorized representatives of both Parties specifically indicating the intent of the Parties to modify this Agreement. No such modification or amendment shall be effective absent approval or ratification by the governing boards of both Parties.

In the event of any changes in law, District policies, or conditions of operation by the State Board of Education (“SBE”), the District reserves the right to require modifications to this Agreement. The Charter School agrees to approve such modifications as required by applicable law, District policy, or SBE directive.

- C. Designated Representatives. The duly authorized representative of the Charter School is the Charter School Head of Schools or the Board of Directors. For purposes of amendment of the Charter or this MOU, the Board of Directors is required to take action.

The duly authorized representatives of the District are the District Board of Education and Superintendent or designee. For purposes of amendment of the Charter or this MOU, the Board is required to take action.

- D. Amendments to Charter. Changes to the Charter deemed to be material amendments may not be made without District consideration and written approval consistent with the requirements of the Education Code.

II. DESIGNATION OF SCHOOL

- A. The Charter School shall be known as the [NAME]. The Charter School shall not change its name or operate under any other name, without the prior written approval of the District, and any change of name shall be considered a material revision to the Charter under Education Code sections 47605 and 47606. The Charter School shall not operate at more than one site or change locations without the prior written approval of the District.
- B. The Charter School is operated as a non-profit public benefit corporation pursuant to California law and shall be responsible for all functions of the Charter School subject to the terms and conditions set forth in this Agreement and its Charter.

III. CONDITIONS OF OPERATION

- A. Grade Levels. It is recognized that the Charter School will serve students in grades [INSERT].
- B. Documentation Required by this Agreement. Upon request, the Charter School shall provide the District copies of the following documents:



1. Updated curriculum and educational plan for each grade level;
 2. The Charter School's grading policies;
 3. Contact information for all Charter School administrators;
 4. The Charter School's organizational chart;
 5. A roster and biographies for current governing board members;
 6. Proof of status as a non-profit corporation; copy of Articles of Incorporation and bylaws;
 7. Copy of the Charter School's parent/student handbook;
 8. Copies of any notices provided to parents in advance of school opening;
 9. Copies of the employee handbook and any employee contracts;
 10. Updated proof of teacher credentials and satisfaction of highly-qualified teacher requirements;
 11. Estimated enrollment and proof of appropriate and legally sufficient student- teacher ratios;
 12. If applicable, fully executed contracts with appropriate providers of special education services, sufficient to cover anticipated special education needs for the current year of operation.
- C. Enrollment. Upon request, the Charter School shall provide the District at P-1 and P-2 reporting, with a list of students enrolled and the county of residence for each student twice per year.
- D. Charter School Policies and Procedures. In addition to the foregoing, the Charter School shall, within five (5) days of request, provide the District with a complete set of all polices and procedures adopted by the Charter School including but not limited to policies and procedures governing the following:
1. Discipline/suspension (including special education discipline);
 2. Admission requirements, if any;
 3. Action taken to ensure that student population is reflective of community;
 4. Membership process for advisory councils or committees;
 5. Description of decision-making processes of the governing board and administration;
 6. Job descriptions for each position at the Charter School;
 7. Employment rules and policies, including evaluation, hiring, and dismissal;
 8. Health and safety;
 9. Sexual harassment;
 10. Mandated reporting;
 11. Student free speech and expression as required by Education Code section 48907;
 12. Conflicts of interest;
 13. Complaint procedures;



- 14. Special education; and
- 15. Section 504.

- E. The educational program and grade level offerings shall be in compliance with the approved Charter and any subsequently authorized amendments.
- F. The Charter School agrees to commit sufficient resources and expertise in order to ensure that the Charter School shall be fully operational.

IV. PROGRAMMATIC AUDIT

The Charter School will compile and provide to the School District an annual performance audit. This audit will, at a minimum, include the following data:

- A. Summary data showing student progress toward the goals and outcomes specified in the Charter from assessment instruments and measures listed in the Charter.
- B. Information regarding the number of students taking and passage rate of the California High School Exit Exam if applicable.
- C. An analysis of whether student performance is meeting the goals specified in Charter. This data will be displayed on both a school-wide basis and disaggregated by major racial and ethnic categories to the extent feasible without compromising student confidentiality and be based on the STAR program of the State of California.
- D. The Charter School's progress towards meeting its Annual Performance Index ("API") and Adequate Yearly Progress ("AYP") targets.
- E. Data on the level of parent involvement in the Charter School's governance (and other aspects of the school, if applicable) and summary data from an annual parent and student satisfaction survey.
- F. Data regarding the number of staff working at the Charter School and their qualifications.
- G. A copy of the Charter School's health and safety policies and/or a summary of any major change to those policies during the year.
- H. Information demonstrating whether the Charter School implemented the means listed in the Charter to achieve a racially and ethnically balanced student population.
- I. An overview of the Charter School's admissions practices during the year and data regarding the numbers of students enrolled and the number of students on waiting



lists if any.

- J. Analysis of the effectiveness of the Charter School's internal and external dispute mechanisms and data on the number and resolution of disputes and complaints if any.
- K. A report on student discipline, including the number of students suspended or expelled from the Charter School.
- L. Other information regarding the educational program and the administrative, legal, and governance operations of the Charter School relative to compliance with the terms of the Charter generally.

V. FUNDING

- A. Compliance with Procedures. To the extent that the Charter School is required to submit records or information to the District or the Los Angeles County Office of Education ("LACOE") in order to confirm funding, those records must be prepared by the Charter School in conformance with District or County procedures.
- B. Basic Funding. The Charter School has elected to receive funding from the State directly, pursuant to Education Code Section 47651. The Parties agree that the funding entitlement per student attending the Charter School shall be the in lieu property taxes pursuant to Education Code Section 47635 plus state aid to equal the amount of the block grant entitlement specified by the State on an annual basis and State apportioned average daily attendance ("ADA") funding.

The transfer of revenue shall be in accordance with the funding formula and schedule found in the Education Code and regulatory provisions of AB1115. The District shall transfer funding in lieu of property taxes when received from the funding agency to the Charter School in monthly installments by no later than the 15th of each month in accordance with Education Code Section 47635. If the District has not received its property taxes by the 15th of each month, the Charter School agrees to delayed payments in order to avoid a cash flow burden to the District. The District is not obligated to advance funds to the Charter School that it has not received from the funding agency.

- C. Additional Funding Sources. Except as otherwise noted herein, it shall be the responsibility of the Charter School to apply for funding beyond the basic statutory entitlements set forth in Education Code Sections 47633 and 47634. The Parties recognize the authority of the Charter School to pursue such additional sources of funding. Any application for funding by the Charter School that depends on the support or creditworthiness of the District must be approved in advance by the District, which approval shall not be unreasonably withheld.



- D. District Applications for Funding. The District has no obligation to apply for additional sources of funding for the Charter School. However, if the District 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 District will receive three percent (3%) of such funds to be allocated to the Charter School as an indirect charge, or as required by the specific grant or by law whichever is higher. Funds may be allocated to the Charter School on a prorated basis related to the formula which generates the funds. For example, if funds are generated on a per eligible student basis, they may be allocated to the Charter school on a per eligible student basis minus the administration fee (indirect charge fee) charged by the District. The Charter School shall cooperate fully with the District in any application made by the District on behalf of the students of the Charter School. The Charter School agrees to comply with all regulations related to expenditures and receipt of such funds.
- E. Expenditure of Funds. The Charter School agrees that all revenue obtained from the District shall only be used for the provision of educational services for school age children enrolled in and attending the Charter School and shall not be used for purposes other than those set forth herein and in the approved Charter and any authorized amendments thereto.

VI. LEGAL RELATIONSHIP

- A. Charter School as Separate Legal Entity. The Parties recognize that the Charter School is a separate legal entity. The Charter School shall be operated as a non-profit public benefit corporation under Education Code Section 47604. As such, the District shall not be liable for the debts or obligations of the Charter School to the maximum extent permitted by applicable law. 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 the Charter School. The Charter School may not enter into a contract or agreement to be managed or operated by any other non-profit public benefit corporation (or any other corporation or entity) without the express written prior approval of the District.
- B. Indemnification. The Charter School shall indemnify, defend, and hold harmless the District, its officers, directors, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter the "Indemnified Parties") 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, or any judgment rendered is against the Indemnified Parties), that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, the Charter School's performance under the Charter or this Agreement, including, but not limited to, the Charter School's provision of special education services or related services to students enrolled in the Charter School, unless caused by the negligence



or willful misconduct of any of the Indemnified Parties. Without limitation to the foregoing, this indemnification shall include the legal defense of the Indemnified Parties, against any and all special education due process hearing requests and/or complaints to state or federal agencies, and any damages, including but not limited to compensatory education services, awarded pursuant thereto.

If the Charter School should contract all or any portion of the work or activities to be performed under this Agreement, the Charter School shall required each contractor (including, but not limited to K12 Inc.) to indemnify, hold harmless and defend the Indemnified Parties in accordance with all of the terms of the preceding paragraphs.

- C. Complaints. Any complaints/concerns received by the District about any aspect of the operation of the Charter School or about the Charter School shall be forwarded by the District to the Charter School. To the extent that such concerns/complaints may involve issues related to possible revocation or non-renewal of the Charter, the District may request that the Charter School inform the District of how such concerns/complaints were addressed. The Charter School agrees to provide such information, which will be available to the District for inspection and copying upon request with reasonable advance notice during regular business hours or, upon request, the Charter School shall deliver to the District within ten (10) business days a current copy of any requested records or information. The Charter School will cooperate fully in the release of information to the District to assist in the District's oversight obligations. The District shall not release any Charter School records or information to the public, unless so required by law. All public records requests will be forwarded to the Charter School. The Parties recognize that the Charter School shall not be obligated to release information that is determined by law to be confidential in nature and not subject to public release.
- D. Dispute Resolution. Disputes arising out of the interpretation or performance of this Agreement or the Charter shall be subject to the dispute resolution procedure set forth in the Charter. Notwithstanding the foregoing, if the District determines that any such dispute concerns facts or circumstances that may be cause for revocation of the Charter, the District shall not be obligated by the terms of the aforementioned dispute resolution procedure as a precondition to revocation.
- E. The Charter School shall participate, through the District, in all State-mandated and reporting programs.

VII. FISCAL RELATIONSHIP

- A. Responsibility for Fiscal Functions. The District and the Charter School agree that the District shall not act as fiscal agent for the Charter School. It is understood that the Charter School shall be responsible for all fiscal services such as payroll, purchase orders, attendance reporting and state budget forms but may, if it chooses and the District approves, contract with the District for such services by way of a



separate written agreement. The provision of such services shall be at no cost to the District.

To the extent that the District is required to submit financial forms on behalf of the Charter School, the Charter School is responsible for providing the necessary information to the District in a timely manner and in a format consistent and compatible with District software systems. The Charter School agrees to follow processing schedules and District business office procedures.

The Charter School will establish a system for internal fiscal management and a calendar for fiscal services to include cash flow check points, hiring of auditor, audit timeline and attendance reporting as further outlined below. The Charter School agrees to bear the reasonable and actual audit costs should the District's auditors be requested to, or required to, audit the Charter School.

- B. Annual Financial Audit. The Charter School shall not be part of the annual district fiscal auditing process. The Charter School shall be responsible for having an annual fiscal audit done of the entire Charter School operation in accordance with all applicable laws. Such audit shall include all revenue/income and expenditures/allocations of the Charter School. A copy of the audit report shall be submitted to the District within one month of completion. The Charter School and its employees at the Charter School agree to implement all audit recommendations unless other terms are agreed to between the District and the Charter School. The Charter School shall complete its audit and provide a copy to the District within 120 days of the close of the fiscal year or directly following the audit completion but no later than December 15th of the year the audit occurred.
- C. Voter Approved Measures. In the event that the District seeks and receives a voter approved bond or parcel tax, the Charter School shall have no entitlement to any portion of the funds. The Charter School agrees that it has no entitlement to funds currently being received, if any, by the District under former parcel tax or bond elections.
- D. Loans. The Charter School agrees that it shall establish a fiscal plan for repayment of any loans received by the Charter School in advance of receipt of such loans. It is agreed that all loans sought by the Charter School shall be authorized in advance by the Board of Directors of the Charter School and shall be the sole responsibility of the Charter School and the District shall have no obligation for repayment. Upon request, the Charter School will provide information regarding any such loan to the District pursuant to Education Code Section 47604.3.
- E. Advance of Funds. Absent a written agreement otherwise, the District shall not advance any funds to the Charter School. In addition, the District shall not provide a line of credit for the Charter School.



- F. Cash Flow and Reserve. For purposes of cash flow, the Charter School shall have actual unexpended funds as are necessary to pay its creditors when due. For all subsequent years the Charter School shall maintain a reserve equivalent to 3%, as applied to total expenditures, transfers out, and other uses, except as provided for in Education Code Section 33128.
- G. Additional Grants/Funding. It is recognized that either Party may apply for private/grant funding. Any application that includes the other shall be approved in advance by the Parties.
- H. Supervisory Oversight. The Charter School and the District agree that “Supervisory Oversight,” as used in Education Code Section 47613 is defined in Education Code Sections 47604.32 and 47604.33 to mean the District’s performance of duties to include the following:
1. Identification of at least one (1) staff member as contact person for the Charter School.
 2. Visiting the Charter School at least annually pursuant to Education Code Section 47604.32(b).
 3. Providing timely notification regarding whether the Charter’s renewal is granted or denied, the Charter is revoked, or the Charter School will cease operation for any reason.
 4. Reviewing annual reports and monitoring the fiscal condition of the Charter School pursuant to Education Code Sections 47604.32, subd.(d) and 47604.33.
- I. Fiscal Oversight and Reporting. In addition to the Supervisory Oversight duties set forth herein, the Parties agree that the District shall also perform certain other fiscal oversight and reporting functions for the Charter School. Such “Fiscal Oversight and Reporting” shall include the following:
1. Processing of financial reporting and attendance reporting documents as required by the Los Angeles County Office of Education.
 2. Invoicing for services.
 3. Assistance to the Charter School in the preparation of reports and attendance filing to assure compliance with District and County software and programmatic requirements.
 4. Representing the Charter School’s financial interests to the Antelope Valley Special Education Local Plan Area (“SELPA”).
 5. Providing pass through of any money to the Charter School in accordance with the terms of this Agreement.
- J. Oversight Fees. The Parties agree the District will incur costs in connection with the performance of such Supervisory Oversight and Fiscal Oversight and Reporting services, and that it is not in the best interests of either Party to require a



mechanical assessment, accounting, billing and payment process to compensate the District for such

matters. For this reason, and since the District is not providing facilities to Charter School, the Parties agree that the actual cost of the District's supervisory and oversight duties is as follows: (1) one percent (1%) of all Charter School's general purpose entitlement and categorical block grants, as defined in subdivisions (a) and (b) of Education Code section 47632 ("Charter School Revenue") for Supervisorial Oversight and; (2) one percent (1%) of Charter School Revenue for "Fiscal Oversight and Reporting" (collectively, "Oversight Fees").

The District shall invoice the Charter School for such Oversight Fees in a form acceptable to the Charter School. Invoices for Oversight Fees will be paid upon presentation to the Charter School except in instances that funding allocations are delayed because of actions of the District or the State of California. Invoices may be presented beginning in the month of July, for each year this Agreement is in effect but must be based on actual allocations received by the Charter School. Said payments may be deferred in the event of a delay in receipt of initial direct funding from the State until the receipt of such funding.

The Parties agree that should the District be requested or required, with the approval of the Charter School, to perform services other than as outlined above, it will incur additional costs or expenses, which the Charter School agrees are not included within the services under the 2% cap, and which the Charter School agrees to reimburse on invoice by District as mutually agreed on a fee for service basis. Such services may include, but are not limited to, Coordinated Compliance Review, California Basic Education Data System ("CBEDS") services, and Special Education compliance.

K. Additional Services. The Charter School has agreed to purchase from the District the following additional services below:

1. The Charter School shall, annually during the Term of this Agreement, pay to the District the amount of \$[AMOUNT] for the provision of back-up administrative and technical support services to be performed by a District classified employee. Such annual payment shall be made by July 1 of each year. After the first year of the Term of this Agreement, the amount of \$[AMOUNT] shall increase at the same rate as the base salary of other District employees at the same job classification as the employee providing such services for the Charter School increases.
2. The Charter School shall reimburse the District the total annual fee invoiced to the District by the LACOE for the cost of including the Charter School as an entity on the County Offices of Education's countywide software system. Payment will be made within thirty (30) days of invoice receipt.



- L. Reimbursement for Legal Costs. The District shall be reimbursed by the Charter School for reasonable legal costs related to the review of the Charter and those costs related to the drafting and negotiation of this Agreement, above and beyond costs which are reimbursed by the Charter School pursuant to this Agreement. Such reimbursement shall be made as soon as practicable after this Agreement has been approved and executed. The District will forward to the Charter School any legal reimbursement received from the State for such costs within thirty (30) days of receipt of the invoice.
- M. Distribution of Assets Upon Revocation or Closure. Should the Charter School cease to exist (by revocation or non-renewal of its Charter or by voluntary closure), and upon a final audit and the payment of, or provision for payment of, all debts and liabilities of the Charter School, any public funds held by or for the Charter School and any assets of the Charter School purchased with public funds shall be distributed to a public entity agreed upon by the District and the Charter School upon such consultation with the California Department of Education as the District may deem necessary. In all cases, any distribution of funds or assets of the Charter School shall not include any funds or assets owned by or owed to the District.

VIII. FISCAL CONTROLS

- A. Fiscal Policies. The Charter School shall adopt and meet generally accepted accounting principles and shall adopt policies to ensure the Charter School's funds are used to most effectively support the Charter School's mission and to ensure that funds are budgeted, accounted for, expended, and maintained in an appropriate fashion. Such policies will include, but not be limited to, principles that ensure that: (1) expenditures are authorized by an accord with amounts specified in the Board-adopted budget; (2) the Charter School's funds are managed and held in a manner that provide a high degree of protection of the Charter School's assets; and (3) all transactions are recorded and documented in an appropriate manner that allows reporting to the State as required by the District, the LACOE or the California Department of Education ("CDE").
- B. Budget and Financial Reports. The Charter School shall develop and monitor its budget in accordance with the annual budget development and monitoring calendar to be developed by the Charter School. A proposed budget for the upcoming fiscal year showing estimated revenues and expenditures, based on identified and reasonable assumptions, shall be submitted to the District by June 1 prior to the beginning of the subsequent fiscal year. Monthly financial reports displaying the financial status of the Charter School shall be submitted to the District by the 15th of each month regarding the data from the previous month. Such report shall display budgeted revenues and expenditures as compared with actual figures to date and projected year end figures by major category of revenue and expenditures.



The Charter School further agrees to provide to the District summary financial reports three times a year that includes a balance sheet and statement of activity and budget updates. The first report, ("First Interim") shall be due by December 15th or five (5) days prior to the date that it is due to the LACOE by the District. The First Interim shall include financial activity through October 31. The second report ("Second Interim")

shall be due by March 15th or five (5) days prior to the date that it is due to the LACOE by the District and shall include activity through January 31. The third report ("Unaudited Financial Statement") shall include unaudited actuals for the prior fiscal year and shall be due by September 15th or five (5) days prior to the date that it is due to the LACOE by the District. In addition to these reports, the Charter School shall also annually submit to the District a copy of the Charter School's Preliminary Budget and its Audited Financial Statements.

- C. Banking Arrangements. The Charter School will be responsible for establishing the appropriate funds or accounts for the Charter School either in the county treasury or at a federally-insured commercial bank or credit union. Funds will be deposited in non- speculative accounts including federally insured savings or checking accounts or invested in non-speculative federally backed instruments. The District's business manager will reconcile the Charter School's ledger(s) with its bank accounts or accounts in the county treasury on a monthly basis and will submit a county treasury report monthly to the Charter School's Business Manager. The Charter School's Business Manager will then prepare (1) a balance sheet, (2) a comparison of budgeted to actual revenues and expenditures to date, and (3) a cash flow statement, which will be submitted with the First Interim, Second Interim, Unaudited Financial Statement and other annual reports. The Charter School Head of School will regularly review these statements. The Charter School will deposit all funds received as soon as practical upon receipt. A petty cash fund, not to exceed \$200, may be established with an appropriate ledger to be reconciled twice monthly by the Charter School site accounts payable clerk.
- D. Purchasing Procedures. All purchases of services or physical assets over \$5,000 must include documentation of a good faith effort to secure the lowest possible cost for comparable goods or services. The Charter School Head of School shall not approve purchase orders or check requests lacking such documentation. Documentation shall be attached to all check and purchase order requests showing that at least three (3) vendors were contacted and such documentation shall be maintained for three (3) years. It will be disclosed to the District if any purchase is from a related party.
- E. Property Inventory. The Charter School Head of School shall establish and maintain an inventory of all non-consumable goods and equipment over \$600. This inventory shall include the original purchase price and date, a brief description, serial numbers, and other information appropriate for documenting the Charter School's assets.



Property will be inventoried on an annual basis and lists of any missing property shall be presented to the Charter School Board of Directors.

- F. Payroll Services. The Charter School will prepare payroll checks, tax and retirement withholdings, tax statements and perform other payroll support functions. The Charter School Head of School will establish and oversee a system to prepare time and attendance reports and submits payroll check requests. The Charter School Head of School and Business Manager, or designee will review payroll statements monthly to ensure that (1) the salaries are consistent with staff contracts and personnel policies and (2) the proper tax, retirement, disability, and other withholdings have been deducted and forwarded to the appropriate authority. Staff expense reimbursements will be on checks separate from payroll checks. Upon hiring of staff, a personnel file will be established with all appropriate payroll-related documentation including a federal I-9 form, tax withholding forms, retirement data and use of sick leave.
- G. Attendance Accounting. The Charter School Head of School will establish and maintain an appropriate attendance accounting system to record the number of days students are actually in attendance at the School and engaged in activities required of them by the School. The Charter School will submit the attendance reports in accordance with State law and regulations to the District's attendance officer in a timely manner and in a manner which is consistent with District process and software (P1, P2 and Annual). The annual audit will review actual attendance accounting records and practices to ensure compliance. The attendance accounting practices will be in conformance with the Charter Schools Act and the California Code of Regulations sections defining charter school average daily attendance.
- H. Other Fiscal Control Policies. The Charter School shall develop and maintain other fiscal control policies as recommended by independent certified public accountants retained by the Charter School to advise it on fiscal control policy matters.
- I. CBEDS & Demographic Information. The Charter School shall obtain a CDS code number from the CDE and complete and submit CBEDS enrollment and other necessary demographic information through the District to the CDE.

IX. SPECIAL EDUCATION SERVICES/SECTION 504

The following provisions govern the application of special education and related services to eligible Charter School students:

- A. It is understood that all children will have access to the Charter School and no student shall be denied admission due to disability. (20 U.S.C. § 1412(a)(2); 34 C.F.R. § 300.209; Ed. Code § 47605(b).)



- B. Compliance with the Americans with Disabilities Act and Section 504. The Charter School shall be solely responsible, at its own expense, for compliance with Section 504 of the Rehabilitation Act of 1973 (Section 504”), and the Americans with Disabilities Act (“the ADA”). The Charter School shall operate consistent with the requirements of the ADA and Section 504.
- C. Charter School Status. For the purposes of special education, the Charter School shall be deemed a public school of the District in conformity with Education Code section 47641, subdivision (b), and the District shall serve as the Charter School’s local educational agency (“LEA”). As the Charter School’s LEA, the District shall have authority to review and audit the Charter School’s special education program, policies and procedures to the extent the District determines is necessary to ensure compliance with District and SELPA policies and all applicable state and federal laws.
- D. Compliance with IDEA; Responsibility for FAPE. The Charter School shall be solely responsible for compliance with the Individuals with Disabilities Education Act (“IDEA”) (20 U.S.C. § 1400 *et seq.*), its implementing regulations and state special education law with regard to the provision and financing of special education and related services to eligible students enrolled in the Charter School. The Charter School shall ensure that a free appropriate public education (“FAPE”) is provided for all children with disabilities enrolled in the Charter School in accordance with state and federal law (20 U.S.C. § 1400 *et seq.*; Ed. Code § 56000 *et seq.*) and shall further ensure that a child with disabilities who attends the Charter School receives special education and related services in the same manner as a child with disabilities who attends another public school of the District. (Ed. Code § 56145.) The Charter School will be considered the district of residence for special education responsibility.
- E. Compliance with Local Plan. The Charter School agrees to cooperate with District staff in ensuring that all students with disabilities enrolled at the Charter School shall be served in accordance with the SELPA Local Plan.
- F. Payment of Actual Costs. The Antelope Valley SELPA shall allocate funding to the District for the provision of special education services to eligible Charter School students in accordance with the SELPA AB 602 Implementation Plan. The Charter School shall be solely responsible for the actual costs of all special education and related services to Charter School students who are eligible for such services regardless of whether such actual costs exceed state and federal funding allocations. These costs include, but are not limited to identification, referral, assessment, IEP development and amendment, IEP team meetings, and all educational and related services. If the actual costs for the provision of special education and related services to Charter School students are less than the amount of state and federal funds allocated by the Antelope Valley SELPA for such services, the Charter School agrees those excess funds are to remain with the District or the SELPA pursuant to rules and regulations set out in the SELPA Local Plan.



The Charter School will submit monthly invoices to the District for reimbursement of the costs incurred in providing special education and related services to eligible Charter School students. The District will pay invoices from funds allocated to the District for such purposes from the Antelope Valley SELPA on a timely basis.

The Charter School, in cooperation with the District, shall document that all state and federal special education funds are used for the sole purpose of providing special education instruction and/or services to identified students with disabilities. Such funds shall be used to supplement and not supplant other sources of federal state, and local funds apportioned to the Charter School by the LEA.

By March 1 of each year, the Charter School shall submit a proposed budget for special education services for the following school year to the District for approval, based on estimated costs not to exceed the total amount of annual state and federal special education revenue generated by Charter School students. Proposed budget revisions may be submitted by September 30 and December 31. The Charter School shall submit reimbursement claims on a monthly basis incurred through special education costs up to that amount annually.

- G. Full Continuum. A full continuum of special education programs and related services shall be provided to students eligible for such services by the Charter School as required by each student's individualized education plan ("IEP").
- H. Staff Qualifications. The Charter School shall employ only qualified personnel meeting all state credentialing, licensing, registration, and other applicable requirements to provide all special education and related services to eligible Charter School students. With the prior written approval of the District, the Charter School may also contract with nonpublic agencies certified by the State of California for the provision of special education and related services to Charter School students.
- I. Student Records. The Charter School is responsible for obtaining the cumulative files, prior and/or current IEPs and other special education information for any student enrolling in the Charter School from a non-District school and shall forward copies of all such information to the District within five (5) days of request. The District will ensure that the Charter School is provided with notification and relevant files for all students transferring to the Charter School from a District school, who have an existing IEP, in the same manner that ensures the forwarding of such information between District schools. All records and files will be released with the signed permission of the Parent/Guardian.
- J. Notice of Procedural Safeguards. The Charter School shall provide the Parent/Guardian with a notice of procedural safeguards when: a Parent/Guardian asks for a copy; the first time a child is referred for special education assessment; each time a Parent/Guardian is notified of an IEP meeting; each time a child is



reassessed; each time a Parent/Guardian requests mediation; and each time a Parent/Guardian requests a due process hearing. (20 U.S.C. § 1415(d)(1)(A); 34 C.F.R. §§ 300.504(a) and 300.530(h); Ed. Code, §§ 56301(d)(2), 56321, 56500.1 and 56502.)

K. Enrollment, Identification and Assessments.

1. *Enrollment Information.* The Charter School shall include on its enrollment form(s) a question regarding whether the student seeking to enroll in the Charter School is, or may be, a student eligible for special education and related services. The Charter School shall provide the District with a list of special education students enrolled in the Charter School.
2. *Identification and Referral.* The Charter School shall be responsible for identifying and referring students who have or may have exceptional needs that qualify them to receive special education services. The Charter School will develop, maintain, and implement policies and procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with California law.
3. *Assessment.* All necessary special education assessments of Charter School students, including but not limited to initial assessments, annual assessments and triennial assessments, will be conducted by qualified personnel and shall comply with all applicable state and federal law and regulations. (20 U.S.C. 1414(a)-(c); 34 C.F.R. §§ 300.300-305; Ed. Code, § 56320; Cal. Code Regs., tit. 5, § 3023.)

The Charter School shall not conduct any assessment without first obtaining the written consent of the Parent/Guardian. (20 U.S.C. 1414(a)(1)(D); 34 C.F.R. 300.300; Ed Code, § 56321.)

L. Interim Placements. For students with a current IEP who enroll in the Charter School, the Charter School shall immediately provide the student with an interim placement in conformity with applicable state and federal law. (Ed. Code, § 56325.)

M. Individualized Education Plans.

1. *IEP Team Membership.* IEP team membership shall be in compliance with all applicable state and federal law. (20 U.S.C. 1414(d)(1)(B); 34 C.F.R. §300.344; Ed. Code, § 56341, subd. (b).)
2. *IEP Meetings.* The Charter School shall be responsible for arranging and providing notice of all necessary IEP meetings and for ensuring the



attendance of all legally-required IEP team members. (Ed. Code, § 56341.)

3. *IEP Contents.* The Charter School shall use the District/SELPA forms to complete its IEPs. Each IEP must include, but is not limited to: a statement of the child's present levels of educational performance; measurable annual goals; the special education and related services and supplementary aids and services to be provided to the child; an explanation of the extent, if any, to which a child will not participate with non-disabled children; the dates, frequency, location and duration of services for the child; and a statement of how the child's progress toward his or her annual goals will be measured. (20 U.S.C. § 1414(d)(1)(A); 34 C.F.R. § 300.320; Ed. Code, § 56345.)
4. *Parental Consent to the IEP.* The Charter School may not implement an IEP to which a Parent/Guardian does not provide written consent. If a Parent/Guardian consents to only part of an IEP, the Charter School must implement the portion of the IEP to which the Parent/Guardian consented. (Ed. Code, § 56346, subd. (e).) Notification to the District is required any time a Parent/Guardian refuses to consent to any portion of an IEP.

N. Program and Services.

1. *Eligibility and Placement.* Decisions regarding eligibility, goals/objectives, program, placement and exit from special education shall be the decision of the IEP team acting during a legally-constituted IEP team meeting. Services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the District, the SELPA and applicable law. Whenever the Charter School takes, proposes or refuses to initiate or change the identification, evaluation or educational placement of a Charter School student, the Charter School must, in consultation with the District, provide the Parent/Guardian with prior written notice of such action. (34 C.F.R. § 300.503.)
2. *Independent Study.* No Charter School student eligible for special education and related services may participate in independent study, unless his or her IEP provides for such participation. The determination regarding the appropriateness of independent study for a particular student shall be only made by the IEP team acting in a legally-constituted IEP team meeting. (Cal. Ed. Code, § 51745, subd. (c).)
3. *Referral to Nonpublic or Private Schools.* The Charter School shall consult with the District prior to making referrals for placement at nonpublic schools, private schools or residential placements. If a parent unilaterally places a student at a nonpublic school, private school or in a residential placement, the Charter School shall notify the District upon learning such information.



4. *Transition Services.* The Charter School shall ensure the provision of appropriate transition services to Charter School students in the same manner they are provided to other eligible students in the District. (20 U.S.C. 1414(d)(1)(A)(viii); 34 C.F.R. §§ 300.43 and 300.320; Ed. Code, § 56345.1.)
 5. *Transportation.* The Charter School shall provide transportation services to any special education student whose IEP requires such services.
- O. Suspension and Expulsion. The Charter School shall have special education discipline policies that comply with all applicable portions of the California Education Code and 34 C.F.R. §§ 300.530 *et seq.*, and shall provide the District with a copy of such policies.
- P. Due Process Hearings. In consultation with the other Party, either Party may initiate a due process hearing related to the provision of FAPE to a Charter School student, if the Party determines is legally necessary to meet the Party's responsibilities under federal and state law.

The Charter School shall notify the District as soon as it becomes aware that the parent or guardian of a Charter School student has filed, or intends to file, a request for a due process hearing with the Office of Administrative Hearings ("OAH") or a compliance complaint with the California Department of Education ("CDE") alleging a failure to implement a student's IEP or another violation of the IDEA.

The District and Charter School shall work together to defend any due process hearing brought by a student enrolled in the Charter School. In the event that the District determines that legal counsel representation is needed, the District/Charter School shall be jointly represented by legal counsel, unless there is a conflict of interest. In the case separate counsel is needed by the Charter School, the Charter School shall be responsible for the separate costs of its legal counsel, in addition to its responsibilities for costs as set forth in this Agreement.

The Charter School shall cooperate fully with reasonable requests from the District for information and documentation related to due process hearings in which the District and/or the Charter School is a party.

- Q. SELPA Activities and Meetings. The District Superintendent or designee shall represent the Charter School at all SELPA meetings as it represents the need of all schools in the District. Reports to the Charter School regarding SELPA decisions, policies, or activities concerning the Charter School shall be communicated to the Charter School as they are to all other schools within the District. To the extent that District site staff has the opportunity to participate in committee meetings of the SELPA as representatives of their school, such opportunities shall be made available to Charter School staff.



- R. District Liaison. The District shall designate a qualified District employee to serve as the District's liaison with the Charter School for the purposes of special education and who shall be responsible for oversight of the Charter School special education program.
- S. Reporting. The Charter School shall timely submit to the District all required reports in order to comply with SELPA and state requirements. The Charter School shall also provide the District with copies of all student IEPs, and other required reports concerning special education students, including annual and triennial IEP meeting notices, discipline data, assessment reports and testing protocols, alternative assessments and other reports as requested by District special education staff.

X. INSURANCE AND RISK MANAGEMENT

- A. The Charter School will maintain, at its own expense during the entire term hereof, its own insurance policies for the operation of the Charter School, consistent with the approved Charter. Policy types and amounts will be at least commensurate with the recommendations of amounts and types by the District's insurer for a school of similar type and size in the area. Additional insurance may also be obtained by the Charter School as necessary or required by law. Upon request, the Charter School must provide the District certificates of insurance for each policy to show active status for each school year.
- B. Workers' Compensation. In accordance with the Labor Code, the Charter School shall purchase and hold Workers' Compensation insurance adequate to protect the Charter School from claims under the Workers' Compensation Act which may arise from its operation.
- C. Student Activity Insurance. The Charter School shall maintain supplementary "Student Activity Insurance."

XI. HUMAN RESOURCES MANAGEMENT

- A. Charter School Exclusive Employer. All employees of the Charter School shall be employees of the Charter School and that it shall be the exclusive employer for purposes of collective bargaining as provided in Education Code Section 47605(b)(5)(O). None of the existing collective bargaining agreements between the District bargaining units and the District shall apply to Charter School employees. It is recognized that current and/or future staff members of the District that choose employment with the Charter School shall have no reemployment rights with the District as specified in the Charter unless such employees obtain a leave of absence pursuant to any applicable collective bargaining agreement or District Board Policy. The Charter School shall enter into an employment agreement with all Charter School employees, and such agreement shall expressly state that no employment relationship exists between Charter School employees and the District. The Charter School shall have sole responsibility for employment, management, dismissal and



discipline of its employees.

B. Compliance with and Background Check/Fingerprinting Requirements. The Charter

School will comply with all laws applicable to California public schools regarding background checks and fingerprinting, including, but not limited to the requirements of Education Code section 45125.1, and shall, upon request, provide certification to the District that all Charter School employees, volunteers, or vendors have clear criminal records summaries prior to their having any unsupervised contact with students.

C. STRS/PERS. If the Charter School decides to offer existing or new employees of the Charter School the opportunity to participate in STRS or PERS, the Charter School shall be responsible for entering into a contract with STRS and/or PERS or the District. At the request of the Charter School, the District shall create any reports required STRS or PERS and may charge the Charter School for the actual costs of the reporting services.

D. Highly Qualified. The Charter School shall be responsible for ensuring that its staff is compliant with all provisions of the federal No Child Left Behind Act ("NCLB").

XII. FACILITIES

A. The Charter School will obtain its own site as necessary and thereby will be responsible for the costs of maintenance and operations of its facilities. Such facilities shall meet all applicable health and fire codes requirements and shall be of sufficient size to safely house anticipated purposes.

B. The Parties acknowledge the decision of the Charter School to exempt itself from application of the Field Act Standards and that it may offer educational programs in facilities that are not otherwise approved under the Field Act.

C. The Charter School recognizes that its facilities and programs must conform with the American with Disabilities Act and any other federal or state requirement that may be applicable to charter schools, including the California Building Code requirements as provided in Education Code Section 47610(d), unless exempt under Education Code Section 47610.5.

D. The Charter School agrees not to avail itself of any rights it may have for facilities of the District pursuant to Education Code Section 47614.

XIII. EVALUATION OF EDUCATIONAL PROGRAMS/ CONFORMANCE TO CHARTER



- A. District Oversight. Oversight and monitoring of the Charter School shall be in conformance with state law, District Board policy and the terms of the approved Charter. In addition, the Charter School shall furnish the District with an annual report and evaluation of its educational program as further outlined at Article IV of this Agreement. The District shall have full access to the Charter School curriculum, including, but not necessarily limited to, the right to acquire any information, review materials, observe classroom presentations, and investigate activities related to the Charter School curriculum.
- B. Performance Assessments. The Charter School agrees to administer all current or future statewide performance assessment/s, including but not limited to the CST/STAR and CELDT testing programs. Results from such statewide assessments shall be provided to the District promptly upon receipt by the Charter School but in no event later than thirty (30) days after such receipt.
- C. The Charter School shall be responsible for operating the Charter School in conformance with the provisions of the approved Charter and this Agreement.
- D. The Charter School shall comply with the High School Exit Examination provisions of the Education Code (Stats. 1999, Chap. 1X) and any applicable regulations adopted thereunder, including the limitation on graduation.
- E. The Charter School shall pursue approval by the University of California system of its curriculum meeting A-G requirements, and shall provide the District with a yearly report listing those Charter School courses which have received approval from the University of California as meeting its A-G admissions requirements.

XIV. SPECIAL PROGRAM/ SERVICES AND/OR ACTIVITIES/ SPORTS

In the event that either Party to this Agreement wishes to have its students and or staff participates in a program/service/activity offered by the other Party, advance approval and arrangements must be made. It is fully recognized that expenses for such participation may be charged by the District. The Charter School shall allow and shall not charge the District for use of the Charter School's K12 curriculum and staff development. Such arrangements must be made with the appropriate site administration in advance and confirmed in writing.

XV. COMPLIANCE WITH LAWS

The Charter School shall at all times comply with laws which generally apply to public agencies or from federal or state laws (which may be amended from time to time), including but not limited to the following:



1. The Brown Act (Cal. Gov. Code §§ 54950 *et seq.*);
2. The Public Records Act (Cal. Gov. Code §§ 6250 *et seq.*);
3. State conflict of interest laws (the Political Reform Act (Cal. Gov. Code §§ 87100 *et seq.*), and Cal. Gov. Code §§ 1090 *et seq.*);
4. The Child Abuse and Neglect Reporting Act (Cal. Penal Code §§ 11164 *et seq.*);
5. The Individuals with Disabilities Education Act (“IDEA”) (20 U.S.C. §§ 1400 *et seq.*);
6. The Americans with Disabilities Acts (42 U.S.C. §§ 12101 *et seq.*);
7. The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;
8. The California Fair Employment and Housing Act (“FEHA”) Cal. Gov. Code §§ 12900 *et seq.*);
9. The Age Discrimination in Employment Act (“ADEA”) 29 U.S.C. §§ 621 *et seq.*);
10. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 794 *et seq.*);
11. Education Code Sections 220 *et seq.*;
12. The Uniform Complaint Procedure (5 Cal. Code Regs. §§ 4600 *et seq.*);
13. The Family Educational Rights and Privacy Act (“FERPA”) 20 U.S.C. §§ 1232g *et seq.*; and
14. The No Child Left Behind Act (“NCLB”) 20 U.S.C. §§ 6301 *et seq.*).

XVI. RECORDS and FERPA: Family Educational Rights and Privacy Act

The Charter School shall be responsible for maintaining accurate and legal records regarding its business, including but not limited to, financial records, student records (including registration information, health and immunization records) and personnel records. The Charter School shall comply with the provisions of California Code of Regulations Title 5 regarding the retention and destruction of school records, and shall prepare an index of all records it intends to destroy, which must be approved by the District before the records are destroyed.

The District hereby designates employees of the Charter School as having a legitimate educational interest such that they are entitled to access to education records under FERPA and California Education Code Section 49076 (b)(6) as to District pupils who are enrolled in the Charter School. The Charter School hereby designates the employees of the District and the SELPA as having a legitimate educational interest such that they are entitled to access education records under FERPA as to Charter School pupils. The Charter School, its officers and employees shall comply with FERPA at all times.

XVII. ENROLLMENT



The Parties agree that to the extent that enrollment exceeds capacity in any year of Charter School operation; final enrollment will be determined by a random lottery as further outlined in the Charter and in accordance with applicable law.

XIX. PUPIL TRANSPORTATION

The Charter School shall be solely responsible for any transportation offered to students who enroll in the Charter School, including the transportation of any special education student whose IEP provides for such services, as set forth herein at Article IX.

XX. LEGAL SERVICES/OTHER SERVICES

The Charter School will be responsible for procuring its own legal counsel and the costs of such service. The Charter School reserves the right to subcontract any and all services specified in this Agreement to the District with the District's consent and/or to public or private subcontractors as permitted by law.

XXI. MISCELLANEOUS

A. Severability. The terms of this Agreement are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the Agreement shall remain in effect, unless mutually agreed otherwise by the District and the Charter School governing boards or unless the terms that are unenforceable or invalid would warrant revocation of the Charter.

B. The Charter School and District shall propose amendments to the Agreement as necessary.

No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

C. Governing Authority. To the extent that this Agreement is inconsistent with any of the terms of the Charter, the terms of this Agreement shall supersede the terms of the Charter. As such, any violation of this Agreement may be treated by the District as a violation of the Charter under Education Code Section 47607. However, if any provision of this Agreement is not aligned with the Charter, the Charter School and the District may mutually agree to modify this Agreement or the Charter, pursuant to applicable law, in order to bring about alignment.

D. Venue. The Parties agree that any legal action to enforce the terms of this Agreement shall be brought in the appropriate court in Los Angeles County,



California.

- E. Notices. All notices, requests, and other communications under this Agreement shall be in writing and mailed to the proper addresses set forth below. Notice shall be deemed given on the second day following the mailing of notice by certified mail.

To the District at:	To the Charter School at:
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- F. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the Parties with respect to the subject matter of this Agreement. No person or Party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement representation or promise by any Party hereto which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representations, statements or promises by any of the Parties herein or any of their agents or consultants except as may be expressly set forth in this Agreement. All representations, warranties and indemnities made herein shall survive termination of this Agreement.
- G. Modification of Agreement. Any modification or amendment to this Agreement must be in writing and executed by duly authorized representatives of both Parties. No such modification or amendment shall be effective absent approval or ratification by the governing boards of both Parties.
- H. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original. Facsimile copies of signature pages transmitted to Parties to this Agreement shall be deemed equivalent to original signatures on counterparts.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates listed below after receiving approval from their respective governing boards:



Application for LEA Status Antelope Valley SELPA

Exhibit 2

Date:

Name of Charter School or District:

Address:

Telephone:

FAX:

E-mail Address:

Name of Director:

Name of Representative Contact Designated to Handle Special Education Issues:

Name of Chartering School District:

I. Access to Special Education Programs and Services

- A. Describe the applicant's program to modify the general education curriculum and instruction prior to a student's referral for special education services.
- B. Describe the applicant's referral, assessment and Individualized Education Program (IEP) process.
 - Include a description of who will conduct assessments in all areas of suspected disability.
 - If the applicant will conduct assessments, list the appropriate credentials of staff that authorize them to conduct assessments.
 - If the applicant will contract for assessments, specify the district and/or agency that has agreed to conduct assessments. Include a letter of commitment to provide assessment services from the superintendent and/or agency director.
- C. Describe how the applicant will serve special education students with the following disabilities:



Application for LEA Status
Antelope Valley SELPA
Cont'd.

Exhibit 2

- | | |
|--------------------------------|---------------------------|
| ▪ Specific Learning Disability | ▪ Intellectual Disability |
| ▪ Autistic | ▪ Deaf |
| ▪ Emotionally Disturbed | ▪ Hard of Hearing |
| ▪ Orthopedically Impaired | ▪ Deaf-Blind |
| ▪ Speech/Language Impaired | ▪ Visually Impaired |
| ▪ Traumatic Brain Injury | ▪ Other Health Impairment |
| ▪ Multiple Disabilities | |
- Include a description of who will provide the instruction for each of the categories listed above.
 - If the applicant will hire staff to provide the instruction, list the appropriate credentials of the staff members.
 - If the applicant will contract for instructional services, specify the district and/or agency that has agreed to provide the services. Include a letter of commitment to provide instructional services from the superintendent and/or agency director.
 - Describe how the applicant will provide transportation for students in order to access special education services.
 - Describe the service area of the applicant and its relevancy to the Antelope Valley SELPA.
 - Describe how the applicant will establish residency of special education student for the purpose of access to school programs and inter-district attendance procedures.
 - Describe how the applicant will address the needs of special education students if their needs cannot be met through the existing services of the applicant.
 - Describe the applicant's system for serving/providing services or contracting to serve those special education students not appropriate for the applicant's program.
 - Describe how the applicant will participate in "Search and Serve" efforts to identify special education students.



Application for LEA Status
Antelope Valley SELPA
Cont'd.

Exhibit 2

- Describe how the applicant will ensure that the parents or legal guardians of special education students will be informed of their rights pursuant to state and federal special education laws.

II. Knowledge and Understanding of Special Education Laws and Regulations

- A. Describe the experience, background and knowledge of applicant's staff regarding special education laws and regulations.
- B. If none, or limited, describe how staff will gain the knowledge and understanding of special education laws and regulations.
- C. Document any existing special education non-compliance issues and include corrective action plans to resolve these.

III. Records

- A. Describe the applicant's process for monitoring all student records.
 - 1. Identify the custodian of records for the applicant.
- B. Describe the process for the transfer of student records to the receiving district in a timely manner when a student leaves the applicant.
- C. Describe the process for monitoring accurate CASEMIS and ADA data.

IV. Adoption of SELPA Local Plan

- A. Complete the attached Certification of the Charter Board Approval and submit it with the application.

V. Budget

- A. Identify the budget allocation to be provided for the operation of special education programs and services, including contingency reserves for special education programs and service needs.
- B. Describe the accounting and documentation procedures to be used to authorize, monitor, and document the appropriate use of special education funds.



**Application for LEA Status
Antelope Valley SELPA
Cont'd.**

Exhibit 2

VI. Certification of Assurances

I certify that the applicant:

- will meet all applicable requirements of state and federal laws and regulations, including compliance with the Individuals with Disabilities Education Act (IDEA, 20 USC 1400 et seq.), Section 504 of Public Law 93-112, 20 USC 8065(a) and the provisions of the California Education code, Part 30 including Education Code 47640-47647.
- will expend all state and federal special education funds for the sole purpose of providing special education instruction and/or services to eligible students with disabilities.
- will utilize SELPA approved forms and documents.
- understands its sole legal and financial responsibilities to provide appropriate special education services to eligible students. Financial responsibilities may include, but are not limited to: instruction, related services, transportation, non-public school/agency placement, inter/intra SELPA placements, due process hearing proceedings and attorney fees.
- will not seek defense or indemnification from the SELPA or SELPA members unless liability is the result of acts or omissions of other agencies, their agents or employees, while performing services under an agreement.

VII. Date of Applicant's Charter Board Approval of Application for LEA Status

Date of Approval: _____

VIII. Signature of Applicant's Charter Director or District Superintendent
(if applicable)

Director (Date)

Superintendent (Date)



Part 1
SELPA Application Review Form
Charter School LEA Status

Exhibit 3

Date: _____

Name of School: _____

The following components need to be addressed in the application for LEA status with the A.V. SELPA according to policy. Please review the application and/or specified sections for completeness, being certain to make comments as necessary.

SCHOOL INFORMATION

Name and address	☐ Complete	☐ Not Complete
Contact person (Special Ed.)	☐ Complete	☐ Not Complete
Director	☐ Complete	☐ Not Complete
Chartering District	☐ Complete	☐ Not Complete

Comments:

I. Access to Special Education

A.	Charter School's program to modify general education	☐ Complete	☐ Not Complete
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Comments:



**Charter School LEA Application Review – Part 1
Cont'd.**

Exhibit 3

- | | | | |
|----|--|-----------------------------------|---------------------------------------|
| B. | Charter School's referral, assessment and IEP process | ☐ Complete | ☐ Not Complete |
| 1. | Description of who conducts assessments in areas of suspected disability | ☐ Complete | ☐ Not Complete |
| 2. | List credentials of staff conducting Assessments | ☐ Complete | ☐ Not Complete |
| 3. | If contracting for assessment, identify district or agency: include Letter of Commitment to provide assessment from Superintendent or agency Director. | | |

Comments:

- | | | | |
|----|--|-----------------------------------|---------------------------------------|
| 1. | Describe how Charter School will serve special education students with each of the following disabilities: | | |
| | Specific Learning Disability | ☐ Complete | ☐ Not Complete |
| | Autism | ☐ Complete | ☐ Not Complete |
| | E. D. | ☐ Complete | ☐ Not Complete |
| | Orthopedically Impaired | ☐ Complete | ☐ Not Complete |
| | Speech/Language Impaired | ☐ Complete | ☐ Not Complete |
| | Traumatic Brain Injury | ☐ Complete | ☐ Not Complete |
| | Multiple Disabilities | ☐ Complete | ☐ Not Complete |
| | Intellectual Disability | ☐ Complete | ☐ Not Complete |
| | Deaf | ☐ Complete | ☐ Not Complete |
| | Hard of Hearing | ☐ Complete | ☐ Not Complete |
| | Deaf-Blind | ☐ Complete | ☐ Not Complete |
| | V. I. | ☐ Complete | ☐ Not Complete |
| | Other Health Impaired | ☐ Complete | ☐ Not Complete |

Comments:

**Charter School LEA Application Review – Part 1
Cont'd.**

Exhibit 3



2. Include a description of who will provide instruction for each category ☐ Complete ☐ Not Complete

Comments:

3. If staff of Charter School, list credentials of staff ☐ Complete ☐ Not Complete

Comments:

4. If contracting, identify district/agency and include letter of commitment ☐ Complete ☐ Not Complete

Comments:

5. Describe how Charter School will provide transportation for students in order to access special education services ☐ Complete ☐ Not Complete

Comments:



II. Knowledge of Special Education Laws

A.&B. Describe experience/knowledge of staff regarding special ed. laws or include plan for getting staff trained

☐ Complete ☐ Not Complete

Comments:

C. Document any existing non-compliance issues and corrective actions

☐ Complete ☐ Not Complete

III. Records

A. Description of process to monitor student records including custodian of records

☐ Complete ☐ Not Complete

B. Describe process for transfer of records

☐ Complete ☐ Not Complete

C. Describe process for monitoring CASEMIS and ADA

☐ Complete ☐ Not Complete

Comments:

IV. Certificate of *Charter* Board Approval

☐ Complete ☐ Not Complete

Comments:



V. Assurances

- | | | | |
|----|--|-----------------------------------|---------------------------------------|
| 1. | Meet applicable requirements of law; IDEA, see 504 and Ed. Code | ☐ Complete | ☐ Not Complete |
| 2. | Will expend all special ed. dollars on special ed. pupils | ☐ Complete | ☐ Not Complete |
| 3. | Will utilize SELPA approved forms and documents | ☐ Complete | ☐ Not Complete |
| 4. | Evidence it understands sole legal and financial responsibilities to provide appropriate special ed. services. Financial responsibilities included | ☐ Complete | ☐ Not Complete |
| 5. | Will not seek indemnification from SELPA or members | ☐ Complete | ☐ Not Complete |

Comments:

VI. Date of *Charter* Board Approval of Application

☐ Complete ☐ Not Complete

VII. Signature

☐ Complete ☐ Not Complete



Part 2
SELPA Application Review Form
Charter School LEA Status

1. Does application address special education service provision for all disabled pupils enrolled: YES ____ NO ____

Comments: _____

2. Is there evidence of experience serving disabled pupils? YES ____ NO ____

Comments: _____

3. Is the service region clearly defined in accordance with laws? YES ____ NO ____

Comments: _____



Cont'd.

4. Is the process for addressing the needs of disabled students whose needs cannot be met through the LEA/Charter School program addressed? YES ____ NO ____

How? _____

5. Is there a system for serving/providing services or contracting to serve those students not appropriate for the LEA/Charter School program? YES ____ NO ____

Describe: _____

6. Are there memoranda of understanding to provide special education services for disabled pupils unable to be served within the Charter School/LEA? YES ____ NO ____

Comments: _____



Cont'd.

7. Are there assurances that dollars distributed through the AB602 process to support special education services provided through the LEA/Charter School will be used specifically for the disabled? YES ____ NO ____

Comments: _____

8. Are there assurances that staff have the capability/credentials to provide assessment of the disabled or that a MOU or contract is in place to provide this service? YES ____ NO ____

Comments: _____

9. Is there evidence of the LEA's/Charter School's ability to participate in "Search and Serve" efforts to identify disabled children (aged 5 through 21)? YES ____ NO ____

Comments: _____

10. Is there evidence that the LEA/Charter School recognizes its role and responsibility in compliance with state and federal law regarding rights of the disabled and official compliance reviews or audits? YES ____ NO ____

Charter School LEA Application Review – Part 2



Cont'd.

Comments: _____

11. Is there evidence that a full range or continuum of special education programs and related services are available to students and that parents are made aware of their rights?
YES ____ NO ____

Comments: _____

Superintendents' Council Approved: 10-22-15