

DRAFT

## **Charter School Memorandum of Understanding**

Between Sacramento County Board of Education,  
Sacramento County Superintendent of Schools,  
Sacramento County Office of Education

and

Capital College & Career Academy

August \_\_, 2022

# DRAFT

## Table of Contents

<b>MEMORANDUM OF UNDERSTANDING .....</b>	<b>4</b>
1. Purpose of Memorandum of Understanding.....	4
2. Term of the Memorandum of Understanding.....	5
3. Operation of Charter School .....	5
4. Governance and Management.....	6
5. Required Documentation.....	8
6. Public Information: Website Posting .....	9
7. Governing Board Activities.....	9
8. Human Resources Management .....	9
9. Charter School Students .....	10
10. Required Disclosures .....	11
11. Indemnification.....	12
12. Insurance and Risk Management .....	13
13. Facilities .....	14
14. Food Service and Transportation.....	15
15. Accountability for Academic Performance .....	15
16. Services for Students with Disabilities .....	16
17. Independent Study .....	17
18. Funding .....	17
19. Attendance Reporting.....	19
20. Financial Reporting.....	20
21. Annual Audit.....	20
22. Monitoring and Oversight .....	20
23. Material Revisions to Charter .....	22
24. Charter Renewal.....	23
25. Charter Revocation.....	23
26. Charter School Closure .....	24
27. Dispute Resolution .....	24
28. Venue.....	25
29. Non-Assignment .....	25
30. Amendment and Waiver.....	25

## **DRAFT**

31. Captions and Section Headings .....	25
32. Notification .....	26
33. Entire Agreement; Counterparts .....	26

## **SCHEDULES**

A. Charter School Pre-Opening Requirements.....	1
B. Electronic Posting of Charter School Documents.....	1
C. Charter-Specific Conditions.....	1
D. Facilities Condition .....	1
E. Supplemental Financial Information.....	1

# DRAFT

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into this \_\_\_\_ day of \_\_\_\_ 2022 by, between, and among the Sacramento County Board of Education ("County Board"), Sacramento County Superintendent of Schools, Sacramento County Office of Education ("SCOE"), and Capital College & Career Academy ("CCCA" or "Charter School"). The County Board, SCOE, and CCCA shall be collectively referred to as "the Parties."

### 1. Purpose of Memorandum of Understanding

- 1.1. The State of California enacted the Charter Schools Act of 1992 ("The Act") authorizing the formation of charter schools with the intent that the schools improve student learning through a variety of means, including increased learning opportunities, innovative teaching methods, performance-based accountability, and expanded choice for parents within the public school system. The Act authorizes the County Board to grant charter petitions under specified circumstances.
- 1.2. The County Board has conditionally approved a countywide charter petition ("the Charter") for CCCA. Unless otherwise stated, for the purposes of this MOU, the terms Charter School and CCCA may be used interchangeably, with the duties and responsibilities of the Charter School and CCCA being the same under this Agreement.
- 1.3. CCCA is a California non-profit public benefit corporation which manages and operates the Charter School. CCCA is responsible for the Charter School's compliance with the terms of the Charter and with this MOU.
- 1.4. All Parties agree that no single party to this Agreement waives any of the rights, responsibilities, and privileges established by the Charter Schools Act of 1992 that may change from time to time during the term of this MOU.
- 1.5. To the extent permitted by applicable law, including California Education Code (Ed. Code) section 47605.6(c), the County Board hereby delegates its obligations to oversee the Charter School, whether arising at law, by the terms of CCCA's Charter, by this MOU, or from any other source to the County Superintendent and SCOE. The County Superintendent and SCOE shall report periodically to the County Board regarding its oversight of the Charter School.
- 1.6. The fundamental interest of SCOE is, on a continuing basis, to be reasonably assured that CCCA is: 1) implementing the provisions of the Charter and any material revisions as approved; 2) obeying all requirements of federal, state, and local law that apply to the Charter School; 3) operating prudently and soundly in all respects; and 4) providing a sound education for the Charter School's students.
- 1.7. The Parties recognize that there are many matters related to the operation of the Charter School and the effective oversight of CCCA which go beyond the provisions included in CCCA's Charter or need further clarification. SCOE also acknowledges that CCCA has been authorized as an independent Charter

## DRAFT

School and that the operation of the Charter School is to be solely carried out by CCCA. This MOU is intended to address those matters that have not been covered in the Charter or that require clarification or elaboration, and to provide guidance on the oversight policies and procedures of SCOE. Further, this MOU is intended to outline the Parties' agreements governing their respective fiscal and administrative responsibilities and their legal relationships.

- 1.8. The Parties recognize and agree that CCCA shall not charge tuition, shall be nonsectarian, and shall be open to all students regardless of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or any other characteristic contained in Ed. Code § 220, and those provisions of non-discrimination shall also apply to employment.

## 2. Term of the Memorandum of Understanding

- 2.1. This Memorandum of Understanding (MOU), provided it is fully executed by all Parties, shall cover the term of the Charter for five (5) fiscal years commencing on July 1, 2023, and ending on June 30, 2028 ("Term"). The "effective date" for opening and operation of the Charter is July 1, 2023. This MOU will automatically expire upon the expiration or revocation of the Charter.
- 2.2. The MOU is subject to early termination only as set forth in this MOU or as otherwise permitted by law. Renewal of the Charter and this MOU shall be based, in part, on compliance with the terms set forth in this Agreement, SCOE policy, and applicable law.
- 2.3. This MOU between and among the County Board, SCOE, and CCCA shall include Schedules A, B, C, D, and E.
- 2.4. Any modification of this MOU must be made in accordance with Section 30: Amendment and Waiver.

## 3. Operation of Charter School

- 3.1. Charter School is a public charter school that shall be operated pursuant to the Charter, any approved material revisions to the charter, and any specific conditions approved. It shall be CCCA's duty and obligation, at its own expense and cost under the direction of the CCCA Board of Directors, to manage, operate, and administer the approved Charter School.
- 3.2. The Charter was conditionally approved by the County Board on April 12, 2022. The conditions under which the Charter was granted are enumerated in Schedule C to this MOU. Should the County Board determine that CCCA has failed to comply with these conditions, the County Board may, at its sole discretion, rescind its approval of the Charter (in which case the Charter School shall not open or operate), or delay the opening of the Charter School and specify additional or altered requirements or conditions for such delayed opening.

## DRAFT

- 3.3. Charter School is authorized to open as a countywide Charter School with an initial 9<sup>th</sup> grade cohort of 80 students at the beginning of its operation in 2023-2024. Charter School may grow to serve grades 9-12, with projected enrollment of 375 students by the end of the Term, as set forth in the Charter.

By May 1, 2023, CCCA shall provide verification that the school has parent or guardian enrollment commitments for the number of students equal to at least 90% of the enrollment projected in its approved charter petition budget for the first year of operation. If CCCA cannot verify such enrollment, the County Board may, at its sole discretion, rescind the Charter (in which case the Charter School shall not open or operate), or delay the opening of the Charter School and specify additional or altered requirements or conditions for such delayed opening.

After its first year of operation, CCCA will provide enrollment figures to SCOE by August 1 of each year. If the Charter School fails to meet its projected enrollment and the variance is ten (10) percent or greater, CCCA will revise its budget to ensure financial solvency while implementing the educational program described in the Charter. If needed, CCCA shall submit the revised budget reflecting current enrollment figures to SCOE within one day following the nearest CCCA Board meeting following August 1.

- 3.4. The Parties acknowledge that the provisions of the Charter and this MOU are not intended to conflict. However, in the event of a conflict between the law and terms of this MOU, the law shall prevail, and any such conflicting terms shall be severed from this Agreement and nullified. To the extent that this MOU is inconsistent with any of the terms of the Charter, the terms of this MOU shall supersede the terms of the Charter, unless otherwise agreed in writing by the Parties. The Parties further agree to jointly make any modification to this MOU or the Charter needed to effectuate changes in state or federal laws following the execution of this MOU.
- 3.5. Future review and extension of the Charter shall be based on compliance with the terms set forth in this MOU, the Charter, requirements of the Education Code, and all supporting regulations. SCOE or its charter oversight contractor shall review all materials submitted in accordance with County Board policy on charter schools, SCOE Administrative Rules and Regulations (ARRs) on charter schools and this MOU and shall review the continued fiscal viability of CCCA and its conformance with any annual audit issues. The oversight and monitoring of the Charter School shall be in accordance with the law and as further described in this MOU. CCCA and the Charter School shall comply with all the requirements of County Board policies and SCOE ARRs regarding charter schools.

## 4. Governance and Management

- 4.1 The Charter School will operate consistent with Ed. Code § 47604(a). CCCA acknowledges, as is stated in its Charter, that it is a separate legal entity and neither the County Board nor SCOE are liable for the debts and obligations of CCCA or the Charter School pursuant to Ed. Code § 47604(d).

## DRAFT

- 4.2 The Parties further recognize that consistent with the Charter, CCCA has obtained and maintains status as a nonprofit public benefit corporation as provided in Ed. Code § 47604.
- 4.3 The County Board reserves the right to appoint a representative to the CCCA Board of Directors in accordance with Ed. Code § 47604(c). If the County Board exercises this right, it agrees not to name a County Board member, a SCOE staff member, or contractor who is directly responsible for supervision and/or oversight of the Charter School.
- 4.4. CCCA agrees to comply at all times with laws that apply to public charter schools (which may be amended from time to time), including but not limited to the following:
- The Ralph M. Brown Act (“Brown Act”) ([Cal. Gov. Code, § 54950 et seq.](#));
  - The California Public Records Act ([Cal. Gov. Code, § 6250 et seq.](#));
  - State conflict of interest laws applicable to charter schools operated by nonprofit corporations, including but not limited to the Political Reform Act (Gov. Code, § 87100 et seq.), and Gov. Code § 1090, et seq., as set forth in Ed. Code § 47604.1;
  - The Child Abuse and Neglect Reporting Act (Cal. Pen. Code, § 11164 et seq.);
  - The Individuals with Disabilities Education Improvement Act of 2004 (“IDEA”) (20 U.S.C. § 1400 et seq.);
  - The Americans with Disabilities Act (42 U.S.C. § 12101 et seq.);
  - The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;
  - The California Fair Employment and Housing Act (“FEHA”) ([Cal. Gov. Code, § 12900 et seq.](#));
  - The Age Discrimination in Employment Act (“ADEA”) (29 U.S.C. § 621 et seq.);
  - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.);
  - Ed. Code § 220 et seq. (prohibiting discrimination);
  - The Uniform Complaint Procedure (Cal. Code Regs., title 5, § 4600 et seq.);
  - The Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g et seq.);
  - Local Control Funding Formula (California Assembly Bill 97, as codified); and
  - All applicable state and federal laws and regulations concerning the improvement of student achievement, including but not limited to any applicable provisions of the Elementary and Secondary Education Act of 1965 (20 U.S.C. § 6301 et seq.) as amended by the Every Student Succeeds Act of 2015 (“ESSA”).

## DRAFT

- 4.5. CCCA agrees that all its records that relate in any way to the operation of the Charter School, including those submitted to SCOE, shall be treated as public records subject to the requirements of the California Public Records Act, as well as Ed. Code § 47604.3. However, SCOE agrees to consult with the Charter School regarding the potential applicability of exceptions to the Public Records Act prior to releasing any Charter School records, particularly with regard to records of employees and students.
- 4.6 No officer or employee of either Party has the express, implied, or ostensible power or authority to enter into or bind another Party to a contract or agreement or, in any way not authorized herein, to extend the credit of another Party to any third person or entity without the express written permission of the other Party.

## 5. Required Documentation

- 5.1. CCCA shall provide SCOE with the documents listed and described in Schedule A, attached and incorporated herein by reference, by the dates specified therein.
- 5.2. CCCA shall provide up-to-date versions of all Schedule A documents by August 1 of each year of the Term, or as otherwise specified in Schedule A.
- 5.3. In the event of a change in the documents specified here and in Schedule A, an updated version shall be posted to the Charter School's website and sent to SCOE within ten (10) business days of the date the change is approved by the CCCA Board of Directors:
  - a. Articles of Incorporation
  - b. Bylaws
  - c. Conflict of Interest Code
  - d. Roster of CCCA Board of Directors
  - e. Schedule of Board of Directors' regular meetings
  - f. Name and contact information for Charter School leader (principal, director, or head of school, etc.)
  - g. Name and contact information for Charter School employee who is the primary financial contact (CFO, COO, accountant, etc.)
- 5.4. CCCA shall promptly respond to all reasonable inquiries by SCOE, County Board, the Superintendent of Public Instruction, their respective designees and any other authorized agency, including but not limited to, financial inquiries to the Charter School, and shall consult with the County Superintendent or their designee regarding any inquiries pursuant to Ed. Code § 47604.3.
- 5.5. Pre-Opening Documentation: CCCA shall also provide SCOE with the documents listed and described in Schedule C, attached and incorporated herein by reference, by the dates specified therein.



## DRAFT

- 5.6. Provision of all documents listed in Schedule A, to the satisfaction of SCOE, which shall not be unreasonably withheld is required before opening the Charter School. In the event the County Board determines that CCCA has failed to comply with these requirements, the County Board may, at its sole discretion, rescind the Charter (in which case the Charter School may not open and operate), or delay the opening of the Charter School and specify additional or altered requirements or conditions for such delayed opening.

## 6. Public Information: Website Posting

- 6.1. CCCA shall post on the Charter School's website the documents listed and described in Schedule B, attached and incorporated herein by reference, by the dates specified therein.
- 6.2. CCCA will promptly update the postings whenever the information changes, in no event later than ten (10) business days after the change.

## 7. Governing Board Activities

- 7.1. The Board of Directors of CCCA shall conduct public meetings at such intervals as are necessary to ensure that the board is providing sufficient direction to CCCA and the Charter School through implementation of effective policies and procedures. Board meetings of CCCA will be conducted in keeping with the requirements of the Ralph M. Brown Act ([Gov. Code, § 54950, et seq.](#); The "Brown Act") and Ed. Code § 47604.1.
- 7.2. CCCA shall ensure that all members of the Board of Directors of CCCA, the Charter School leader, the Charter School primary financial contact, and any other Charter School staff deemed appropriate by CCCA, have participated in training on the requirements of the Brown Act, the Political Reform Act, and Gov. Code § 1090, et seq. Verification of such training shall be provided as specified in Schedule A.
  - 7.2.1. All agendas shall be provided to SCOE electronically when posted in advance of the board meeting, and such posting shall be in a conspicuous physical location/s, including school sites, CCCA's offices, and on the Charter School's website, in accordance with the Brown Act. When an agenda is posted to the Charter School's website or Board agenda management system, it will be deemed to have been provided to SCOE electronically.
  - 7.2.2. Approved minutes of each Board of Directors' meeting shall be posted on BoardDocs or provided to SCOE within a reasonable time after approval, as specified in Schedule A. Approved minutes shall be posted as specified in Schedule B.
  - 7.2.3. CCCA's board meeting agendas and minutes shall be maintained for public inspection at the designated office of CCCA during normal business hours and shall be made available promptly upon request in hard copy at Charter School locations.

## DRAFT

- 7.2.4. If CCCA maintains audio or video recordings of its meetings, CCCA shall post these recordings to its website, as specified in Schedule A.

### 8. Human Resources Management

- 8.1. CCCA is deemed the exclusive employer of the employees of the Charter School for the purposes of the Educational Employee Relations Act (EERA) under Gov. Code § 3540, et seq. CCCA will have sole responsibility for employment, management, dismissal, and discipline of its employees.
- 8.2. CCCA shall distribute a copy of its employee handbook to each employee at the Charter School each year. At a minimum, the handbook shall include a statement that CCCA is the exclusive employer of employees and has sole responsibility for employment, management, dismissal, and discipline of its employees. It shall also include specific expectations for employee performance and behavior, due process rights of employees related to disciplinary actions including termination (if any such rights are afforded), compensation and benefit information, and a description of both informal and formal complaint procedures that employees may pursue in the event of disagreements. Such handbook shall be provided to SCOE, as provided in Schedule A.
- 8.3. At all times during the Term of the Charter, CCCA employees at the Charter School, parent volunteers who will be performing services with CCCA students who are not under the direct supervision of a certificated teacher, and all vendors having unsupervised contact with CCCA students will submit to background checks and fingerprinting in accordance with Ed. Code § 45125.1.
- 8.4. CCCA shall maintain evidence of employee background checks and vendor employee background checks in a secure location at the primary school site and shall make such evidence available for inspection by SCOE during site visits.
- 8.5. As specified in Schedule A, CCCA shall provide SCOE with proof that all the Charter School's teachers hold the Commission on Teacher Credentialing certificate, permit, or other document that is required for the teacher's certificated assignment, except as otherwise exempted by the Act. CCCA will have documentation on file (for inspection upon request) of its teachers' credentials and of all other verifications required by law.
- 8.6. If CCCA offers employees of the Charter School the opportunity to participate in STRS or PERS, CCCA shall be responsible for contracting with a third party (for example, SCOE) for reporting purposes and for payment of costs to SCOE that are associated with such reporting. Such arrangements must be made in writing with the third party prior to the hiring of any employee.

### 9. Charter School Students

- 9.1. The Parties recognize and agree that the Charter School will be open to all students. The Charter School shall adopt and adhere to anti-discrimination policies that are consistent with law and prohibit unlawful discrimination against

## DRAFT

any protected group. Protected groups put forth under Title IX and in California are enumerated by Gov. Code § 12940, Ed. Code §§ 200 and 220, Gov. Code § 11135, and include actual or perceived sex, sexual orientation, gender, gender identity, gender expression, ethnicity, race, ancestry, national origin, religion, color, mental or physical disability, genetic condition or information, and age, as well as association with a member of a protected class. Additionally, it is the policy of the State of California, pursuant to Section 200 that all persons should enjoy freedom from discrimination and/or harassment of any kind in the educational institutions of the state. This includes sexual harassment, which is a form of sexual discrimination. (Ed. Code, § 231.5.)

- 9.2. CCCA shall make a serious and consistent effort to specifically reach and recruit students to the Charter School to achieve a pupil population that is reflective of the pupil population residing within Sacramento County. CCCA shall provide reports of its recruitment efforts and the demographics of its pupil population upon enrollment of 80 students or before the beginning of the 2023-2024 school year (whichever occurs first), at least once each school year thereafter, and upon request by the County Board or SCOE, along with the following information:
  - Detailed descriptions of all outreach and recruitment activities that have been or will be conducted to reach a pupil population that reflects the demographics of Sacramento County, including race and ethnicity, students with disabilities, English learners, and socio-economically disadvantaged students, and any proposed improvements to the outreach and recruitment plan.
  - Procedures for application, the public random drawing, enrollment, and admission.
  - Evidence of public random drawing preferences consistent with the Charter and County Board conditions of operation.
  - A copy of any application, enrollment forms, and information provided to prospective families.
- 9.3. If a Charter School student is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of a student's last known address within 30 days (pursuant to Ed. Code § 47605(d)(3)) and shall maintain records of such notifications during the Term of this Agreement for SCOE review upon request.
- 9.4. To the extent necessary to discharge its reasonable supervisorial oversight activities, the Charter School hereby designates the employees of SCOE as having a legitimate educational interest such that they are entitled upon request to access to the Charter School's education records under the Family Educational Rights and Privacy Act and related state laws regarding student records. SCOE, the Charter School, and their offices and employees shall at all times comply with FERPA and state laws regarding student records.

## DRAFT

### 10. Required Disclosures

- 10.1. CCCA shall immediately notify SCOE of any known pending or actual litigation and/or claim from any party against the Charter School or notice of criminal or civil action against the Charter School or any employee, agent or volunteer that may involve or affect the Charter School. CCCA shall immediately notify SCOE of any request for information by any governmental agency about the Charter School. In addition, CCCA shall immediately notify SCOE of any other matter that could substantially impact the operation of the Charter School even if it relates to other operations of CCCA or other schools operated by CCCA, if any.
- 10.2. SCOE shall immediately notify CCCA of any pending or actual litigation and/or claim from any party or notice of any potential litigation and/or claim against SCOE, the County Board, CCCA or the Charter School that may involve or affect CCCA or the Charter School. In addition, unless legally prohibited, SCOE shall immediately notify CCCA of any request for information by any governmental entity about CCCA or the Charter School.
- 10.3. CCCA shall notify SCOE of any debt obligation with a term of 59 days or less. CCCA shall obtain approval from SCOE before undertaking any form of borrowing or other debt for the Charter School, repayable from the Charter School's revenue or assets or collateralized by the Charter School (e.g., debt agreements, loans, lease-purchases, lines of credit, factoring, notes, advance receipt of funds, etc.) with a term of 60 days or longer ("borrowing") that was not included in its original charter petition. If CCCA seeks any such borrowing for the Charter School, it shall establish a fiscal plan for repayment in advance of receipt of such borrowing. Unless SCOE agrees in writing to a shorter notice period due to unforeseen circumstances, CCCA shall provide 60 days advance written notice to SCOE specifying its intent to borrow for the Charter School and request and receive approval from SCOE before committing to borrow. Such advance notice shall include a description of the need and purpose for the borrowing, the amount, its terms, financing documents, and the plan for repayment, including a cash flow schedule, and any other documentation requested by SCOE and/or that CCCA has relied on to determine that the proposed borrowing is appropriate and affordable. Upon entering into the borrowing, CCCA shall provide SCOE with the borrowing documents, minutes of CCCA's Board meetings showing evidence of Board approval of the borrowing, any updates to the plan for repayment and an updated cash flow schedule. Approval by SCOE shall not be unreasonably withheld.

## DRAFT

### 11. Indemnification

CCCA shall hold harmless, defend, and indemnify the County Board and SCOE, its officers, employees, volunteers, contractors, and agents (“SCOE Indemnified Parties”) from any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions, and costs, including all legal fees or costs which actually or allegedly arise in any manner from opening the Charter School, operation of the Charter School, this MOU, or the operation or activities of CCCA, its charter schools, or any real or personal property in its care, custody or control. In such cases, CCCA at its own expense and risk shall defend all legal proceedings that may be brought against it and/or the SCOE Indemnified Parties and satisfy any resulting judgments, including attorneys’ fees and costs, up to the required amounts that may be rendered against any of them.

SCOE shall hold harmless, defend, and indemnify CCCA and the Charter School, its officers, employees, volunteers, contractors, and agents (“CCCA Indemnified Parties”) from any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions, and costs, including all legal fees or costs which actually or allegedly arise in any manner from the willful misconduct of SCOE or its officers, employees, volunteers, contractors, and agents. In such cases, SCOE at its own expense and risk shall defend all legal proceedings that may be brought against CCCA Indemnified Parties and satisfy any resulting judgments in an amount proportionate to SCOE’s fault, including attorneys’ fees and costs, up to the required amounts that may be rendered against any of them.

These provisions (Paragraph 21.11) shall survive the termination of this MOU.

### 12. Insurance and Risk Management

12.1. CCCA shall procure from an insurance carrier licensed to do business in the State of California or a qualified joint power authority (“JPA”) registered with the California Department of Industrial Relations, and keep in full force during the term of the Charter that is coextensive with its indemnity obligations and at least the following insurance coverage for itself and the Charter School:

12.1.1. Property Insurance – Against fire, vandalism, malicious mischief, and such other perils as are included in ‘special form’ coverage insuring all CCCA’s trade fixtures, furnishings, equipment, and other personal property. The property policy shall include ‘extra expense’ coverage and shall be in an amount not less than 100% of the replacement value.

12.1.2. Commercial General Liability – In an amount not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) in total general liability insurance for bodily injury (including death), property damage, and personal and advertising injury arising out of or connected to CCCA’s premises and operations. CCCA shall also maintain errors and omissions/educators’ legal liability, sexual abuse and molestation coverage, and employment practices liability of CCCA, its governing board, officers, agents, or

## DRAFT

employees of the Charter School with limits of not less than the amount stated above. The amount of total general liability insurance required shall increase to ten million dollars (\$10,000,000) when the Charter School's ADA (as reported at P-Annual) exceeds 300. The deductible per occurrence for said insurance coverage stated herein shall not exceed twenty thousand dollars (\$20,000).

- 12.1.3. Workers' Compensation – In accordance with the provisions of the California Labor Code, insurance adequate to protect CCCA from claims under Workers' Compensation Acts which may arise from its operation of the Charter School, with statutory limits, and Employer's Liability coverage with limits of not less than one million dollars (\$1,000,000) per accident or disease.
- 12.1.4. Automobile Insurance – For all owned (if applicable), non-owned, borrowed, leased, or hired automobiles in an amount of not less than one million dollars (\$1,000,000) per accident.
- 12.2. In addition, CCCA shall institute a risk management plan, including policies and practices to address reasonably foreseeable occurrences, and will provide SCOE with such plan and with annual confirmation that such policies and practices have been instituted at the Charter School, as specified in Schedule A.
- 12.3. All liability insurance policies required under this section shall be endorsed to name the County Board, SCOE, and its employees and agents as additional insureds, and that such insurance policy(ies) shall be primary and any insurance or self-insurance maintained by SCOE, the County and/or its employees shall not be required to contribute with it.
- 12.4. CCCA shall provide evidence of all applicable insurance coverage, with additional insured endorsements, to SCOE (as specified in Schedule A) and will instruct the insurance carrier(s) to inform SCOE immediately if the coverage is reduced or becomes inoperative for any reason. SCOE may request to see evidence of insurance coverage during site visits.
- 12.5. If any of the above required coverage should expire, lapse or be canceled and not be immediately replaced by CCCA, SCOE shall have the right, but not the obligation, to purchase similar coverage at CCCA's sole expense.

## 13. Facilities

- 13.1. It is understood and agreed that the County Board and/or SCOE have no obligation to provide facilities to CCCA for the Charter School.
- 13.2. As described in CCCA's charter petition, the Charter School intends to begin operating in 2023-2024 at a school site located at 501 Arden Way, Sacramento, California and at a learning center site at the Boys & Girls Club located at 1117 G Street, Sacramento. In years 3-5 of the charter term, CCCA also intends to open a learning center site on or near Florin Road within or near the Elk Grove Unified School District and a learning center site on or near Auburn Boulevard



## DRAFT

in Citrus Heights within the San Juan Unified School District or Folsom Cordova Unified School District.

- 13.2.1 CCCA shall notify SCOE at least 180 days before the proposed opening of its second and third learning center sites and shall provide SCOE with any requested pre-opening documents at least 90 days before the proposed opening of each site.
- 13.3. CCCA shall ensure that the main Charter Schools facility and any learning center sites are located in an area properly zoned for operation of a school and that have received a conditional use permit, and that have been cleared for student occupancy by all appropriate local authorities. All facilities must meet all applicable health and fire code requirements and zoning laws. CCCA will furnish SCOE, as provided in Schedule A, with all local approvals (Ed. Code § 47610(d)), including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections, and approved zoning variances. The Charter School cannot exempt itself from applicable local zoning or building code ordinances.
- 13.4. A pre-opening site visit will be conducted prior to opening any school facility or learning center site to determine that the facility is clean, safe, Americans with Disabilities Act (ADA) compliant, has necessary local approvals, and meets other requirements. Under extraordinary circumstances (e.g., a change of facility necessitated by fire or natural disaster), SCOE may waive the pre-opening site visit. Schedule D outlines the expectations for the condition of Charter School facilities and includes a checklist that will be used for site visits. SCOE will have final authority to approve or deny prospective school facilities and learning center sites.
- 13.5. Before changing the location of its main or previously approved school facilities or opening and operating any new or additional school facilities or learning center sites not described in Section 13.1, CCCA will submit a request for a material revision of its Charter to the County Board for approval, pursuant to Section 23 of this MOU. Approval must be obtained before any new or additional sites can begin operation. The County Board shall not unreasonably withhold approval of a new, additional, or change of school facilities.

## 14. Food Service and Transportation

- 14.1. Charter School shall provide for each needy pupil, one nutritionally adequate free or reduced-price meal during each school day, as described under Ed. Code § 49550. Needy children shall be defined as those children who meet federal eligibility criteria for free and reduced-price meals, as defined in Ed. Code § 49531.

## DRAFT

- 14.2. CCCA shall be responsible for any and all transportation offered by CCCA to students who enroll in the Charter School including but not limited to any and all transportation required in any student IDEA Individualized Education Program ("IEP") or Section 504 Plan.

### 15. Accountability for Academic Performance

- 15.1. CCCA shall comply with and adhere to the state requirements for participation and administration of all state-mandated tests for the Charter School.
- 15.2. In conjunction with the School Accountability Report Card required by state law, CCCA shall provide to SCOE an Annual Report of Activities for the Charter School for the 2023-2024 academic year that addresses the school's progress, including progress toward achieving Measurable Pupil Outcomes specified in the Charter.
- 15.3. The Charter School shall comply with Ed. Code § 47606.5 (regarding Local Control and Accountability Plans ["LCAP"]), as that statute may be amended from time to time, as well as its implementing regulations, if any. The Charter School shall submit an initial LCAP plan to SCOE by July 1, 2023, and a final adopted LCAP on or before July 1 annually thereafter, unless a different date is established by law. The Parties acknowledge that results reported on the LCAP may be relied upon by the County Board in making decisions on material revisions, charter renewals, and replication of charter schools.
- 15.4. If the Charter School fails to meet state and federal performance standards and expectations or fails to improve pupil outcomes as specified in Ed. Code § 47607.3, it will be required to prepare a Student Achievement Plan (Achievement Plan). If applicable, the requirements of Ed. Code § 47607.3 shall also apply. The Achievement Plan must be provided to SCOE and available for review by parents and others. The Charter School will be responsible for providing an annual progress report on the Achievement Plan.
  - 15.4.1. Upon approval by SCOE, the Charter School will implement its Achievement Plan setting forth specific goals, how progress towards and achievement of each goal will be measured, data that will be collected, and proposed expenditures. The Achievement Plan shall no longer be required once the Charter School meets state and federally adopted performance standards and expectations for improvement (both school-wide and by significant subgroups), including those adopted by the State Board of Education under Ed. Code § 52064.5, for two consecutive years.
- 15.5. At the request of SCOE or the County Board, CCCA shall present updates and or reports regarding the Charter School to the County Board throughout the year.



## DRAFT

### 16. Services for Students with Disabilities

- 16.1. At all times during the Term of the Charter and this MOU, CCCA shall act as its own local education agency ("LEA") in a Special Education Local Plan Area ("SELPA"), or as a duly constituted SELPA approved by the State of California. As specified in Schedule A, CCCA shall provide SCOE with a copy of the Local Plan and documentation of the status of the Charter School as an LEA in good standing with a state-approved SELPA or as a state-approved SELPA.
- 16.2. CCCA and/or the Charter School shall assume all responsibility, including but not limited to full financial responsibility, for the implementation of student plans and provision of educational services under Section 504 of the Rehabilitation Act for all students enrolled in the Charter School.
- 16.3. CCCA shall provide its own properly credentialed and fully qualified coordinator for special education and shall be responsible for referrals, identification, assessments, IEPs and Section 504 team meetings, implementation of Section 504 Plans and IEPs, complaints, mediations, and due process hearings. CCCA may contract with any school district or other qualified organization for other services on behalf of the Charter School, provided that such are at no cost to the County Board and/or SCOE. Written agreements shall be authored to specify such services and costs. It is further recognized that CCCA and/or the Charter School may contract with a SELPA, employ its own staff and/or contract with other vendors to deliver services required by the IEPs and/or Section 504 Plans of students enrolled in the Charter School, and as otherwise required by applicable state and federal laws.
- 16.4. As specified in Schedule A, CCCA shall provide special education revenue and expense schedules to SCOE as backup to required regular financial reports. To the extent that the delivery of Section 504 and/or special education services and adherence to Section 504 and special education laws have costs in excess of revenue allocated to the Charter School for such purposes, CCCA and the Charter School shall be responsible for any and all such costs related to students of the Charter School.
- 16.5. CCCA and the Charter School agree to fully and promptly comply with any reasonable requests for information made by SCOE regarding special education services and individual students at the Charter School. SCOE may review special education and/or Section 504 compliance. SCOE may also take action to monitor the Charter School to ensure that special education and/or Section 504 services are being provided as required by law and applicable SELPA policy.
- 16.6. CCCA shall be fully and solely responsible for all special education expenses. In addition to the general indemnification requirement, CCCA shall hold harmless, defend, and indemnify the County Board, County Superintendent, SCOE, its officers, employees, volunteers, and agents from every liability, claim, demand, action, cause of action, suit, loss, expense, penalty, obligation, error, omission, including all legal fees and costs which actually or allegedly arise in any manner from CCCA's responsibility to provide special education

## DRAFT

services. In such cases, CCCA at its own expense and risk shall defend, with counsel satisfactory to SCOE (approval of whom will not be unreasonably withheld), all legal or other proceedings that may be brought against it and/or the County Board, County Superintendent, SCOE, its officers, employees, volunteers, and agents involving a student's enrollment, services, and/or attendance at the Charter School, and satisfy any resulting judgments, including attorney fees and costs, up to the required amounts that may be rendered against any of them.

- 16.7. CCCA acknowledges that its failure to provide Section 504 and/or special education services for students as required in their Section 504 Plans and IEPs may constitute a material violation of the conditions, standards, and procedures set forth in the Charter and this MOU, as well as violation of applicable law which may be sufficient to support the County Board's revocation of CCCA's Charter pursuant to Ed. Code § 47607.
- 16.8. CCCA shall develop, maintain, and implement policies and procedures to ensure that eligible students with disabilities are properly identified, assessed by qualified assessors, and IEPs or 504 Plans for the students are properly established, implemented, and complied with such that a Free Appropriate Public Education ("FAPE") in the Least Restrictive Environment ("LRE") is provided in accordance with state and federal law. Such policies shall be provided to SCOE, as specified in Schedule A.

## 17. Independent Study

- 17.1. The Charter School may offer families the opportunity to use short- or long-term independent study for students who receive prior approval for absences due to travel or for absences due to illness or exposure to disease. Any such independent study will be limited to occasional, incidental instances of absences, and must be fully compliant with all independent study statutes and regulations applicable to charter schools.
- 17.2. If the Charter School provides instruction through independent study on more than an incidental basis, it shall comply with all requirements of statute applicable to independent study in charter schools, including Ed. Code §§ 47612.5, 51745 et seq., and applicable regulations.

## 18. Funding

- 18.1. The Charter School shall be directly funded in accordance with Ed. Code § 47630 et seq. The Charter School is eligible for a general-purpose entitlement and supplemental funding allocated through the Local Control Funding Formula ("LCFF"). It shall be the responsibility of the Charter School to apply for funding beyond the basic statutory entitlements of the base grant due to the Charter School under LCFF.
- 18.2. The Parties specifically agree that it is not the responsibility of SCOE to provide funding in lieu of property taxes to CCCA for the Charter School.

## DRAFT

- 18.3. In the event the County Board seeks and receives a voter approved bond, parcel tax, etc., the Charter School and/or CCCA shall have no entitlement to any portion of the funds unless otherwise negotiated in advance and agreed to in writing. The Parties shall meet sufficiently in advance of any action by SCOE to pursue such measures so as to advise CCCA and to determine the positions of the Parties. CCCA agrees that it and the Charter School have no entitlement to funds currently being received, if any, by the County Board and/or SCOE under former parcel tax or bond elections.
- 18.4. CCCA is to operate the Charter School in a financially sound fashion. It is agreed that borrowing (as defined in Section 10) sought by CCCA for the Charter School shall be authorized in writing by CCCA, approved in advance by SCOE, and shall be the sole responsibility of CCCA. Notification of borrowing and debt shall be provided pursuant to Section 10 of this MOU. In no event shall the County Board and/or SCOE have any obligation for repayment of such borrowing or debt. CCCA agrees that it will not enter into borrowing or debt that causes CCCA as an entity to have a qualified or negative certification as that standard is defined for school districts pursuant to Ed. Code § 42131, or that causes it to lack the ability to continue as a “going concern.”
- 18.5. SCOE shall not advance any funds to CCCA for the Charter School. In addition, SCOE shall not act as or provide a line of credit to CCCA for the Charter School.
- 18.6. The Parties agree that neither SCOE nor the County Board shall act as fiscal agent for CCCA or the Charter School. It is agreed that CCCA shall be solely responsible for all fiscal services for the Charter School such as payroll, purchasing, attendance reporting, and completion and submission of state budget forms. SCOE shall process and transfer to CCCA all payments received by SCOE for the Charter School in a timely fashion.
- 18.7. To the extent that CCCA wishes to contract with SCOE for any services to the Charter School beyond those specified in this agreement, a separate written contract with SCOE shall be required and the costs of such services paid in full by CCCA.
- 18.8. CCCA and the Charter School will use all revenue received from state and federal sources only for the educational services of CCCA and the Charter School and for the benefit of the students enrolled and attending the Charter School. Sources of funding must be used in accordance with applicable state and federal statutes, and the terms or conditions, if any, of any grant or donation.
- 18.9. CCCA will develop and maintain internal fiscal management and control policies governing all fiscal activities. Such policies and procedures are required prior to opening the Charter School, as specified in Schedule A, and are subject to review during site visits to verify that they are being implemented.

## DRAFT

18.10. CCCA shall adopt and apply generally accepted accounting principles, as well as policies, to ensure the Charter School's funds are used to most effectively support its mission, and to ensure that funds are budgeted, accounted for, expended, and maintained in an appropriate fashion. Such policies will include, but are not limited to, principles that ensure:

- Expenditures are authorized by and in accord with amounts specified in the CCCA Board of Directors' adopted or revised budget.
- CCCA funds are managed and held in a manner that provides a high degree of protection of the Charter School's assets.
- All transactions are recorded and documented in an appropriate manner that allows reporting to the State as required by SCOE or the California Department of Education.

18.11. Where applicable, the Parties agree that prior to the Charter School commencing operations, the Charter School's advance apportionment and any subsequent apportionments will be retained by SCOE until all conditions approved by the County Board and all requirements of County Board Policy and SCOE ARR's have been met.

## 19. Attendance Reporting

19.1. CCCA shall use commercially available attendance accounting software (such as PowerSchool, SASI, etc.) for student attendance accounting at the Charter School. CCCA on behalf of the Charter School shall submit enrollment and attendance data as required to receive apportionment of funding according to the deadlines specified in Schedule A. SCOE staff will review and certify the accuracy of the Charter School's attendance data submitted by CCCA only when all documentation has been submitted and is accurate. Attendance data submitted without the requisite detail will not be processed and may result in a delay of funding to the Charter School.

19.2. CCCA shall make available to SCOE on request all backup attendance documents. CCCA shall submit monthly summary reports of enrollment and average daily attendance ("ADA") by the 15th of every month.

19.3. Monthly site-based attendance sheets, signed and dated by teachers, and evidence of contact made with parents when students are absent from school (e.g., parent contact log, absence log, etc.), shall be maintained by CCCA and may be reviewed by SCOE during site visitations.

## 20. Financial Reporting

20.1. CCCA is required by Ed. Code § 47604.33 to submit periodic financial reports of revenues, expenditures, and reserves. In order to meet statutory timelines for financial reporting, CCCA shall submit such reports to SCOE for review, using the state software or the Charter School Alternative Reporting form. Specified backup information shall be consistently provided for each reporting period. Any significant changes in the budget or interim reports from one

## DRAFT

reporting period to the next must be explained in writing. Schedule E outlines the financial information that shall be reported to SCOE. SCOE may request additional information, as necessary, to evaluate the fiscal condition of the Charter School.

- 20.2. The Parties agree that maintenance of a sufficient level of funding reserve is in the best interest of the Charter School and its successful operation. Accordingly, CCCA shall maintain a Reserve for Economic Uncertainties, consisting of unassigned amounts, equal to the greater of five percent (5%) of general fund operating expenditures or 5% percent of General Fund expenditures and other financing uses for the Charter School.

## 21. Annual Audit

- 21.1. Commencing with the 2023-2024 fiscal year, CCCA shall submit an annual independent financial audit in accordance with Ed. Code §§ 47605.6(m), as applicable, to the State Controller's Office, SCOE, and the California Department of Education no later than December 15 of each year. In order for CCCA to receive a favorable recommendation for renewal, corrective action plans, if any, shall have been implemented in a timely manner to the satisfaction of SCOE for any findings or exceptions identified in each annual audit, such that there are no continuing prior year findings or deficiencies identified in the following year. The audit shall be conducted by an auditor from the list approved by the State Controller's Office. SCOE shall be notified of CCCA's selection of an auditor by April 1.
- 21.2. In addition to CCCA's financial statements for the Charter School, the audit shall include, as applicable, but not be limited to, review of contemporaneous records of attendance and annual instructional minutes, and such other reviews as required by law for the audit of charter schools.

## 22. Monitoring and Oversight

- 22.1. SCOE will conduct at least one (1) visit to the Charter School annually in accordance with the Charter Schools Act. The information gathered will be used to assess the Charter School's progress in governance and organizational management, educational performance, fiscal operations, and fulfillment of the terms of the Charter and this MOU. A school site visit may include review of the facility, review of records maintained by CCCA for the Charter School, interviews with the management of CCCA, CCCA employees working at the Charter School, including the site principal, the Charter School's students and parents, and observation of instruction in the classroom(s). Any deficiencies will be reviewed with the Charter School's site principal and CCCA staff, and a meaningful opportunity will be provided for comment, explanation and/or correction. The evaluations for each year may be used, in addition to other information and reports, to determine a renewal decision to the extent allowed by law.

## DRAFT

22.2. CCCA shall, in cooperation with SCOE or its oversight contractor, provide an annual written report and evaluation, a second report and update, and additional reports as requested by the County Board, SCOE, or its oversight contractor. The annual report shall include:

- Analysis of whether goals included in the approved Charter are being met.
- Analysis of CCCA's progress toward meeting its LCAP goals.
- Review of all state and federal mandated student assessment data and reports both in aggregate and disaggregated by numerically significant subgroups.
- Progress made toward meeting any applicable state and federal accountability targets, as defined by law.
- Results of any additional schoolwide internal assessments used by the Charter School.
- Plans to address areas identified as needing improvement by Charter School.
- Evidence CCCA is financially sound.
- Activities taken to meet with and engage with parents, guardians, and the community in Charter School governance.
- The demographics, home school districts, and neighborhoods or zip codes of the Charter School's pupil population.
- Detailed descriptions of all outreach and recruitment activities that have been or will be conducted to reach a student population that reflects the demographics of Sacramento County, including race and ethnicity, students with disabilities, English learners, and socio-economically disadvantaged students, and any proposed improvements to the outreach and recruitment plan.
- Information on how the County Board and SCOE can support the Charter School's success during the forthcoming year.
- To the extent not already addressed, all of the following:
  - Summary of major decisions made or policies established by CCCA's Board of Directors in the prior academic year pertaining to the Charter School.
  - Data on level of parent/guardian involvement in governance and operation of the Charter School.
  - Summary data from annual student/parent satisfaction survey.
  - Overview of admission practices and the public random lottery, including:
    - Number of students participating in the lottery.
    - Number of students actually enrolled.
    - Number of students on waiting list.

## DRAFT

- Demographics of students enrolled, including summary of gains and losses.
- Number of applications by preference categories.
- Report on any and all expulsions and suspensions during prior year.

The second report shall provide updates in any areas that have changed since the annual report. CCCA will also respond to all requests for information from the County Board, Superintendent, or oversight contractor.

22.3. SCOE reserves the right to make unannounced visits to the Charter School.

22.4. CCCA will respond to all requests for information from the County Board, Superintendent, or oversight contractor.

22.5. CCCA shall be charged an annual oversight fee by SCOE for the cost of oversight, monitoring, and reporting concerning the Charter School in accordance with Ed. Code § 47613, with such fees capped at 1% of the LCFF base entitlement revenue received by the Charter School. The oversight fees shall be invoiced in April of each year based upon P-1 data, with payment due and payable within 30 days of receipt. Oversight fees shall be trued up based on P-2 data. Oversight fees shall be used to offset consultant and administrative costs required for comprehensive oversight.

## 23. Material Revisions to Charter

23.1. Changes to the Charter deemed to be material revisions may not be made without prior approval from the County Board pursuant to Ed. Code § 47607. Changes to the Charter considered to be material revisions include, but are not limited to, the following:

23.1.1. Substantial changes to the educational program, mission, or vision of the Charter School, including the addition or deletion of a major program component that is a distinctive feature of the Charter School, such as its college and career focused model, project-based learning, internship program, Career Technical Education, etc.

23.1.2. Adding a classroom-based or non-classroom-based program and/or facility not expressly authorized by the Charter.

23.1.3. Addition of more than 25% enrollment in any grade level in the first year of operation. For every year after the first year of operation, changes in enrollment that represent an increase or decrease from the annual enrollment originally projected in the charter petition by more than 25% in any grade level or 10% percent of total enrollment in any given year.

23.1.4. Addition or deletion of grades or grade levels to be served, for the program as a whole or in a given year, not expressly authorized by the Charter or otherwise required by law.



## DRAFT

- 23.1.5. Changes to location of facilities, including school sites, resource centers, meeting space, or other satellite facility, including the opening of a new facility not described in Section 13.2. Temporary locations rented for annual student testing purposes or due to a natural disaster or lack of habitability of the Charter School's facilities shall be exempt from this provision.
  - 23.1.6. Changing the name of the Charter School.
  - 23.1.7. Entering into a contract to be managed or operated by any other corporation or entity, such as an Educational Management Organization or a Charter Management Organization other than CCCA.
  - 23.1.8. Substantial changes to admission requirements and/or enrollment preferences identified in the Charter.
  - 23.1.9. Substantial changes to the governance structure as described in the corporate bylaws, including but not limited to, changes in the authorized number of board members, method by which sitting board members are removed, method by which new board members are selected, and/or provisions that reduce the size of the quorum required for a meeting and/or majority required for action.
- 23.2. Changes to the Charter not deemed to be material revisions, such as minor administrative updates, may be made by CCCA following notification to SCOE. Such notice shall be provided in writing at least ten (10) business days in advance of the CCCA board meeting at which the revision is to be approved. Disagreement as to the materiality of the proposed revision/s shall be resolved consistent with the dispute resolution provisions of this MOU.

## 24. Charter Renewal

CCCA may seek renewal of the Charter prior to expiration of the Term of the Charter in accordance with statutory provisions, SCOE Policy, and Administrative Rules and Regulations. CCCA shall submit its renewal petition for the next charter term along with a copy of the most recent Annual Report of Activities and/or Local Control and Accountability Plan Annual Update to SCOE, no sooner than July 1 of the fiscal year in which the Charter School would cease operations without renewal. SCOE shall review the charter petition, academic and financial performance, audit reports, annual visitation reports, and may conduct a renewal site visit prior to scheduling the renewal request for consideration by the County Board. To the extent required, the charter renewal petition shall be revised in accordance with current statutes and regulations.

## 25. Charter Revocation

- 25.1. The County Board shall have the right to revoke the Charter in accordance with Ed. Code §§ 47607 and 47607.3 or other applicable statute or regulations. Prior to instituting revocation proceedings, SCOE may provide progressive notices that correction of a problem at the Charter School by CCCA needs to occur within specified timelines. The minimum progression of notification of



## DRAFT

corrective action for concerns the County Board considers involving violation(s) of Ed. Code § 47607 is as specified in Cal. Code Regs., title 5, § 11968.5.2. Additional notification may be provided, at the sole discretion of SCOE.

- 25.2. If the County Board determines, based on report/s of SCOE, that there is a severe and imminent threat to the health or safety of students and/or staff of the Charter School and makes such determination in writing, pursuant to Ed. Code § 47607, it may take immediate action to assure the safety and well-being of the students, staff, and community, consistent with Cal. Code Regs., title 5, § 11968.5.3. Such immediate action, as deemed appropriate by the County Board in its reasonable discretion, may include, but is not limited to, revocation of its charter in accordance with Ed. Code § 47607.
- 25.3. During the period prior to revocation, CCCA shall have the opportunity to work with SCOE or the County Board to address the concerns and develop a plan to remediate all areas to the reasonable satisfaction of the County Board.

## 26. Charter School Closure

- 26.1. At all times it is operational during the Charter Term, CCCA will maintain a description of the procedures to be used in the event the Charter School closes, provide such procedures to SCOE as specified in Schedule A, and post them as specified in Schedule B. Procedures must be compliant with requirements contained in Cal. Code Regs., title 5, § 11962, and consistent with the content of the Charter.
- 26.2. If the Charter School is to close permanently for any reason (i.e., voluntary surrender, non-renewal, or revocation), the Charter School shall serve written notice on SCOE that the closure procedures have been invoked. CCCA will immediately identify to SCOE the specific individual who is responsible for coordinating the Charter School's close out activities. SCOE will identify a staff person who will work with the Charter School to accomplish all close out activities.
- 26.3. CCCA expressly acknowledges the right of SCOE, on behalf of the County Superintendent of Schools (pursuant to Ed. Code § 47604.4), to gain full access and copies of all student and business records concerning the Charter School at any time after the County Board gives written notice that it is invoking the closure procedures.

## 27. Dispute Resolution

- 27.1. It is expressly agreed by the Parties that the dispute resolution process described herein supersedes that included in the Charter for disputes between and among CCCA, SCOE, and/or the County Board.

## DRAFT

27.2. In the event of a dispute between CCCA and SCOE and/or the County Board relating to the Charter or this MOU which does not involve revocation, and which cannot be resolved directly, the Parties shall seek to resolve the dispute using the process described below:

27.2.1. The disputing party shall provide written notice of the dispute to the other Party or Parties. Notice shall be provided as specified in this MOU.

27.2.2. The Charter School's designated representative shall meet with SCOE's designated representative within thirty (30) days of the date of the written notice to attempt informal resolution of the dispute.

27.2.3. By mutual agreement in writing, the Parties may engage the services of a third-party mediator to assist with informal resolution of the dispute. If so, the Parties shall select a mutually agreeable mediator. All costs for the services of the mediator shall be borne equally by the Parties.

27.3. If a dispute between CCCA and SCOE and/or the County Board is not resolved through the dispute resolution set forth above within ninety (90) calendar days of the date notice is given by the complaining Party to the other Parties, or by such alternative deadline as may be established by mutual agreement in writing, either party may pursue any other remedy available under the law.

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

## 28. Venue

28.1. The Parties agree that any legal action to enforce the terms of this Agreement shall be brought in the appropriate court in Sacramento County, California.

## 29. Non-Assignment

29.1. No portion of this MOU or the Charter approved by the County Board may be assigned to another entity without approval of a material revision of the Charter pursuant to Section 23.

## 30. Amendment and Waiver

30.1. Any waiver, amendment, modification, or cancellation of any provisions of this MOU must be in writing and executed by duly authorized representatives of all Parties specifically indicating the intent of the Parties to modify this MOU. No such amendment or waiver shall be effective absent approval or ratification by the County Board and the governing board of CCCA.

30.2. Proposed revisions to the MOU may be submitted by any of the Parties at any time through notice duly given in accordance with Section 33.

## DRAFT

- 30.3. The failure of either Party at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce such provision.

### 31. Captions and Section Headings

- 31.1. The captions and section headings used in the Charter and this MOU are inserted for convenience only and should not affect the meaning or interpretation of the terms of the Charter or this MOU.

### 32. Notification

- 32.1. All notices, requests, and other communications under this MOU shall be in writing and mailed or delivered by overnight courier to the proper addresses as follows:

**Sacramento County Board of Education**

P.O. Box 269003  
Sacramento, CA 95826-9003  
Attn: Board President

**Sacramento County Office of Education**

P.O. Box 269003  
Sacramento, CA 95826-9003  
Attn: Sacramento County Superintendent of Schools

**Capital College & Career Academy**

501 Arden Way  
Sacramento, CA 95815  
Attn: Kevin Dobson, Founder & Executive Director

### 33. Entire Agreement; Counterparts

- 33.1. This MOU and attached schedules contain the entire agreement of the Parties with respect to the matters covered herein and supersedes any oral or written understandings or agreements between the Parties with respect to the subject matter of this MOU. This MOU may be executed in counterparts, each of which shall constitute an original. Facsimile or electronic copies of signature pages transmitted to other Parties of this MOU shall be deemed equivalent to original signatures on counterparts.

## DRAFT

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by duly authorized officers or representatives set forth below and to be effective as of the Effective Date.

---

Date	Executive Director, Capital College & Career Academy
------	--

---

Date	President, Sacramento County Board of Education
------	---

---

Date	Sacramento County Superintendent of Schools for Sacramento County Office of Education
------	--

Approved and ratified this 9th day of August 2022 by the Sacramento County Board of Education by the following vote:

AYES	_____	_____
------	-------	-------

NOES	_____	_____
------	-------	-------

ABSTAIN	_____	_____
---------	-------	-------

Certification by the County Board Secretary

---

Approved and ratified this \_\_\_\_ day of \_\_\_\_\_ 2022 by Capital College & Career Academy by the following vote:

AYES	_____	_____
------	-------	-------

NOES	_____	_____
------	-------	-------

ABSTAIN	_____	_____
---------	-------	-------

Certification by the Board Secretary

---

# SACRAMENTO COUNTY OFFICE OF EDUCATION

## SCHEDULE A: Charter School Pre-Opening Requirements

Provision of all documents listed in Schedule A, to the satisfaction of SCOE, is required before opening the Charter School. In the event that the County Board determines that CCCA has failed to satisfy these requirements, the County Board may, at its sole discretion, rescind the Charter (in which case the Charter School shall not open or operate), or delay the opening of the Charter School and specify additional or altered requirements or conditions for such delayed opening.

Item	Description	Due Date (all dates prior to school opening)
<b>SCHOOL BASICS</b>		
School contact information	School contact information: school leader name, school phone, school fax, school leader emergency phone, leader email, school address	June 1, 2023
CDE code	Confirmation of receipt of CDS code	June 1, 2023
School leadership	Roster of school leadership with phone and email, including: <ul style="list-style-type: none"> <li>• school leader</li> <li>• assistant leader (vice principal, assistant principal, etc.)</li> <li>• on-site coordinators and/or coaches</li> <li>• designated special education coordinator</li> <li>• designated English learner coordinator</li> <li>• designated Section 504 coordinator</li> <li>• designated homeless coordinator</li> <li>• office/operations manager</li> <li>• primary finance/accounting contact</li> <li>• primary human resources contact</li> </ul>	June 1, 2023
Organizational chart	Structure of organization from governing board to classroom teacher, including Charter Management Organization, if applicable	June 1, 2023
<b>GOVERNANCE</b>		
Final charter	Final copy of charter with any supplemental information	Completed
Articles of Incorporation	As submitted to the state	May 1, 2023
Bylaws	Latest version approved by the governing board	May 1, 2023
501(c)(3) tax-exempt status	Letter from IRS confirming approval of tax-exempt status	May 1, 2023
Board roster	Names and email addresses of all board members, with end date for current term of service, officers and committee assignments identified	May 1, 2023
Board training	Verification of annual Brown Act and Fair Political Practices Act training for board and leadership	May 1, 2023
Board meeting schedule	Dates, times, and locations for all regular meetings of the board for the fiscal year, include all standing committees; identify annual organizational meeting at which board members and officers are elected	May 1, 2023

Item	Description	Due Date (all dates prior to school opening)
<b>ADOPTED POLICIES</b>	<b>All policies to be clearly marked with date of most recent board adoption</b>	
Conflict of Interest Policy	Conflict policy compliant with Charter, Fair Political Practices Act, and Government Code Section 1090	May 1, 2023
Public Records Act Policy	Procedures implementation of California Public Records Act	May 1, 2023
Special Education Policy	Including procedures compliant with IDEA and requirements of SELPA; consistent with Charter	May 1, 2023
Student Records Policy	FERPA-compliant student records policy, including information on directories and parental access to records	May 1, 2023
Admission/Enrollment Policy	Procedures for admission and enrollment of students in the school, including assurances of non-discrimination	May 1, 2023
Student Discipline Policy	Policies and procedures for student discipline, including behavior expectations, suspension/expulsion standards, and due process, including procedures for students with disabilities	May 1, 2023
Rehabilitation Act Section 504 Policy	Procedures to ensure compliance with legal requirements; consistent with Charter	May 1, 2023
English Learner Policy	Procedures to ensure compliance with legal requirements, including identification, placement and reclassification; consistent with Charter	May 1, 2023
Complaint and/or Internal Dispute Resolution Policy	Including procedures and forms, must include Uniform Complaint Procedure; may include other forms and systems established by school	May 1, 2023
Fiscal Management/ Control Policy	Internal fiscal control policies and procedures meeting GAAP, including procedures for receipt and disbursement of funds, reconciliation of accounts, contracting, budget preparation, and protection of assets	May 1, 2023
Health and Safety Policy/ies	Covering student health and wellness practices (including immunizations, medications, screenings, student wellness, and food service) and safety procedures for each campus, including campus supervision, field trip supervision, and screening of volunteers	May 1, 2023
Student Grading/Promotion	Policies and procedures regarding student grading, placement of students by grade, promotion from one grade to the next, and retention in current grade; including samples of parent notifications	May 1, 2023
Student Free Speech Policy	Standards and procedures regarding student free expression, consistent with applicable state and federal law	May 1, 2023
<b>ADMINISTRATION</b>		
Proof of Insurance	Certificate of insurance in the amounts required by the MOU; SCOE as additional insured	May 1, 2023
Risk Management Plan	Policies and practices to prevent and address reasonably foreseeable risks and incidents occurrences, plus certification that such policies and practices have been instituted	May 1, 2023
Student information system	Contract or other verification of student information/attendance tracking system	May 1, 2023
Student nutrition	Contract or other verification of plan for providing free or reduced price nutritionally adequate meals	May 1, 2023
Health Department	Health department approval for service of food at school facility	July 1, 2023

Item	Description	Due Date (all dates prior to school opening)
<b>PERSONNEL</b>		
Certificated staffing	Demonstrate that CCCA has sufficient certificated staff to provide the courses promised in the Charter petition.	July 1, 2023
Employee Handbook	Personnel policy/ies and/or documentation provided to all employees regarding terms of employment; including mandated child abuse reporting, non-discrimination, sexual harassment,	May 1, 2023
Teacher credential requirements	Spreadsheet containing specified information on all instructional personnel	July 1, 2023
Criminal and TB screening	Certification that all employees have been subject to FBI and DOJ criminal background check and tuberculosis screening	July 1, 2023
Safety training	Certification that all employees have been trained in health, safety, and emergency procedures	First Day of School
Payroll	Contract or other verification of payroll service provider; or identification of individual responsible for payroll processing	May 1, 2023
STRS/PERS Reporting	Contract with SCOE for STRS and/or PERS reporting	May 1, 2023
Job descriptions	Job descriptions for all school leadership positions (listed above) and teachers (including resource teachers, prep teachers, instructional coaches, etc.)	May 1, 2023
<b>STUDENT ENROLLMENT</b>		
Recruitment materials	Promotional materials and description of outreach/recruitment activities to be undertaken (with dates and locations), including notice of enrollment period (accepting applications, close of applications, lottery, etc.)	January 10, 2023
Admission, Enrollment and Exit Procedures	Description of process for admission and enrollment of students, consistent with Charter, and including dates for receiving applications and conducting lottery; also addressing process for exit (voluntary withdrawal) and notification of district of residence	January 10, 2023
Application Form	Current downloadable or on-line form to apply for admission to the school (in English and Spanish)	January 10, 2023
Required documents/enrollment package	List of information and documents required to complete enrollment of admitted students	January 10, 2023
Verification of sufficient enrollment	Verification that school has completed enrollment process for a number of students in each grade equal to at least 90% of the enrollment projected in its budget for the first year of operation; verification to consist of spreadsheet with student name, DOB, grade enrolled, parent/guardian name/s, home address, phone	May 1, 2023
Student roster	List of students admitted, enrolled and on wait list, including student name, CSIS number, DOB, grade enrolled, parent/guardian name/s, home address, phone, district of residence, prior school attended, enrollment status (i.e., admitted, enrollment complete, wait list)	September 1 of first year
Notices to Parents/Guardians	Copies of all mandated notices to parents and guardians, including those required under ESSA and other applicable law (examples: Title I, Title III, special education, etc.)	August 1, 2023
Student/Family Handbook	Material provided to students and families regarding school policies, procedures and expectations; including attendance, discipline, parent volunteers, electronics, dress codes, etc.	August 1, 2023

Item	Description	Due Date (all dates prior to school opening)
<b>FACILITY</b>		
Evidence of acceptable facilities	Evidence that CCCA has secured acceptable facilities for its main school site and sufficient learning center classrooms near student internship locations to serve students as proposed in its petition.	May 1, 2023 & July 1 thereafter
Facilities Lease Agreement(s)	Lease, rental agreement, facilities use agreement or similar documentation of right to use school facilities	October 1, 2023 & July 1 thereafter
Building permits	Evidence of compliance with local building code for educational uses, including building permits and zoning	May 1, 2023 & July 1 thereafter
Certificate of Occupancy	Valid current Certification of Occupancy for school use	May 1, 2023 & July 1 thereafter
Fire Marshal Inspection	Verification of passage of Fire Marshal inspection of the site	May 1, 2023 & July 1 thereafter
Safety Plan	Safety and emergency response plan for specific site/s, covering earthquake, fire, natural disasters, bomb threat and criminal activity lock-down procedures; sample evacuation plans for classrooms; planned rotation of safety drills	May 1, 2023 & July 1 thereafter
Facility inspection	School site(s) pass, to satisfaction of SCOE staff, pre-opening facility inspection based on CDE standards	May 1, 2023 & July 1 thereafter
<b>ACADEMIC PROGRAM</b>		
Academic calendar	Calendar of academic year showing holidays, recess periods, staff development days, etc.	May 1, 2023
Daily bell schedule for site-based programs	Current schedule of class periods on daily and weekly basis, with arrival and dismissal times for regular and early release days	May 1, 2023
Local Control Accountability Plans (LCAP)	Initial, first year LCAP Plan. In all subsequent years, a final adopted LCAP, using state template	June 15, 2023
Curriculum	Scope and sequence for all subjects in grades to be served in first year	1 week prior to opening
Educational Program	Description of curriculum and identification of basic instructional materials that meets state standards; plans for professional development to support delivery of standards-aligned curriculum and instructional materials; identification of specific interim assessments to be used in addition to statewide testing to evaluate student progress.	May 1, 2023
CTE	The plan for teaching, testing, and documenting safety assessments before students are assigned to construction internships.	May 1, 2023
CTE	A complete Work Experience Plan ready for submission to California Department of Education (CDE) that details the type of Work Experience, the Work Experience Courses, and the Work Experience teachers' planned caseload and qualifications.	May 1, 2023
CTE	Commitments from labor partners about number of students to be accepted for internships.	May 1, 2023
A-G Approved Courses: High Schools	Verification of UC/CSU approval of A-G courses	June 1, 2024 (pending WASC)
Instructional materials	List of instructional materials and textbooks to be used in the first year of operation; copy of orders for materials	May 1, 2023
Professional Development	Annual plan for professional development, including identified focus areas, data sources, and anticipated number of trainings; plan will include description of practices and professional development aligned with equity and inclusion	August 1, 2023



<b>Item</b>	<b>Description</b>	<b>Due Date (all dates prior to school opening)</b>
SELPA Documentation	Verification of membership in a Special Education Local Planning Area (SELPA)	May 1, 2023
Special education services	Signed contract with special education and/or 504 service providers; or identification of individual/s responsible for providing service	June 1, 2023
English Learner (EL) Programs	Master Schedule that includes designated English Language Development (ELD); description of how students will be provided appropriate integrated and designated ELD instruction (including sample lesson plans for each grade level); description of the progress monitoring process for EL's linguistic and content development.	July 1, 2023 (as needed based on student population)
<b>FINANCE</b>		
Cash Balance Verification	Verification that CCCA has a beginning cash balance of at least \$400,000 comprised of unrestricted grants and donations.	May 1, 2023
Attendance Accounting Procedures	Description of or instructions for attendance accounting	May 1, 2023
Preliminary Budget	Budget for first fiscal year of operation; completed using SCOE instructions for additional information in Schedule E, as requested (i.e., MYP, Cash Flow, LCAP expenditures, special education)	April 1, 2023
Revised Preliminary Budget	Updated/revised budget and cash flow schedule for first fiscal year of operation; completed using SCOE template, with amounts reflecting actual enrollment and hiring	July 1, 2023
Revised Budget	If enrollment not as projected by August 1 of each year	August 10, 2023
Charter School Annual Information Survey	CDE on-line form designating status of school as direct or indirect funded	CDE due date prior to opening (May)
PENSEC	Pupil Estimates for New or Significantly Expanding Charters (PENSEC) reporting estimated average daily attendance (ADA) and other pupil counts for charter schools that will be newly operational	1 week before CDE due date in fiscal year prior to opening (July)
Procedures to be used in event of school closure	Plan for school closure, consistent with charter provisions	May 1, 2023
Identification of point of contact for closure activities	Name, phone, email, fax, and postal address for primary contact in event of school closure	May 1, 2023
Accounting services	Signed contract with back-office or financial services provider; or identification of individual/s responsible for providing service	May 1, 2023
Bank information for fund transfers	Completed SCOE forms for transfer of funds from SCOE to charter school	May 1, 2023
Start-up grant	Public Charter School Grant Program application and subsequent correspondence regarding status	May 1, 2023

# SACRAMENTO COUNTY OFFICE OF EDUCATION

## SCHEDULE B: Electronic Posting of Charter School Documents

All information and documents listed below are to be posted on the Charter School's website from the initial date specified in pre-opening requirements (Schedule A) throughout the term of the initial charter and all subsequent renewals. As noted in the table, some information and documents must be updated within 10 business days of the date changes are approved. All information and documents must be up-to-date as of September 30<sup>th</sup> of each year.

Category	Title	Description	Update Posted within 10 Business Days of Change
<b>Basic Charter School Information</b>	School contact information	Name, phone, email, and fax for school leader and office manager; Physical and mail address of School; Office hours	
	Organization chart	Structure of organization from governing board to classroom teacher, including Charter Management Organization, if applicable	
<b>Governance</b>	Board roster	Names and email addresses of all board members, with terms of service, officers and committee assignments identified	
	Board biographies	Brief summaries of the background and experience of Board members	
	Board election process	Consistent with charter and bylaws, brief description of method for nominating and electing board members	
	Board meeting schedule	Dates, times, and locations for all regular meetings of the board for the fiscal year, include all standing committees; identify annual organizational meeting at which board members and officers are elected	
	Meeting agendas	Board and standing committee meeting agendas, at time of required posting (Brown Act)	
	Meeting minutes	Approved minutes of board and standing committee meetings	
	Charter	Copy of approved charter	
	Articles of Incorporation	As submitted to the state	
	Bylaws	Latest version approved by the governing board	
	501(c)(3) tax-exempt status	Letter from IRS confirming approval of tax-exempt status	
<b>Board Approved Policies</b>	Conflict of Interest Policy	Conflict policy compliant with Charter, California Political Reform Act, and Government Code Section 1090, et seq.	
	Special Education Policy	Including procedures compliant with IDEA and requirements of SELPA; consistent with Charter	
	Rehabilitation Act Section 504 Policy	Procedures to ensure compliance with legal requirements; consistent with Charter	
	English Learner Policy	Procedures to ensure compliance with legal requirements, including identification, placement, and reclassification; consistent with Charter	

Category	Title	Description	Update Posted within 10 Business Days of Change
	Complaint and/or Dispute Resolution Policy	Including procedures and forms; must include Uniform Complaint Procedure; may include other forms and systems established by school	
<b>Administration</b>	Staff Roster	List of current teachers, aides, coaches, and other student services personnel with current assignments	
	Health and Safety Plan	School site plans addressing campus safety, disaster preparedness, student health and wellness, including information on immunizations, health screenings, and school meal program	
	Student, Parent, and/or Family Handbook	Materials provided to student and families regarding school operations; must include information on suspension/expulsion policy	
	Notices to Parents/Guardians	Copies of all mandated notices to parents and guardians, including those required under ESSA and other applicable law (examples: Title I, Title III, special education, etc.)	
	School Closure Procedure	Plan for school closure, consistent with charter provisions	
	Memorandum of Understanding	Copy of current signed MOU with SCOE and SCBE	
	Audit	Most recent independent audit	
<b>Student Admission and Enrollment</b>	Admission and Enrollment Procedures	Description of process for admission and enrollment of students, consistent with Charter, and including dates for receiving applications and conducting lottery	
	Application Form	Current downloadable or online form to apply for admission to the school	
	Required Documents	List of information and documents required to complete enrollment of admitted students	
<b>Educational Program</b>	School Accountability Report Card	Most recent SARC	
	Annual Report of Activities	Most recent Annual Report of Activities (after first year of operations)	
	Local Control and Accountability Plan	Most recent LCAP or annual update	
	Academic Calendar	Current calendar of holidays and school days for the fiscal year	
	Daily/Weekly Class Schedule	Current schedule of class periods on daily and weekly with arrival and dismissal times for regular and early release days	

## SACRAMENTO COUNTY OFFICE OF EDUCATION

### SCHEDULE C: Charter-Specific Conditions

The conditions under which the Capital College & Career Academy (CCCA) countywide Charter was granted are specified in adopted Resolution No. 22-07 of the Sacramento County Board of Education. Should the County Board determine that CCCA has failed to satisfy these conditions, the County Board may, at its sole discretion, rescind the Charter (in which case the Charter School shall not open or operate), or delay the opening of the Charter School and specify additional or altered requirements or conditions for such delayed opening.

Item	Description	Due Date
MOU	Finalize a Memorandum of Understanding (MOU) among CCCA, the Sacramento County Board of Education (County Board), and the County Superintendent	
Student Enrollment	Provide verification that the school has parent or guardian enrollment commitments for the number of students equal to at least 90% of the enrollment projected in its budget for the first year of operation.	5/1/2023
Cash Balance	Provide verification that CCCA has a beginning cash balance of at least \$400,000 comprised of unrestricted grants and donations.	5/1/2023
Facilities	Provide evidence that CCCA has secured acceptable facilities for its main school site and sufficient learning center classrooms near student internship locations to serve students as proposed in its petition.	5/1/2023
Revised Charter	Revise charter petition to describe a high quality CTE program for students that would qualify CCCA for competitive state and federal CTE grants to augment its attendance-based apportionment. ("12 Essential Elements" will be added to charter petition)	Completed
Certificated Staff	Given the unique countywide program promised by CCCA, before opening and operating, CCCA shall demonstrate that it has sufficient certificated staff to provide the courses promised in the petition.	7/1/2023
SELPA Membership	CCCA shall be a member of a Special Education Local Plan Area (SELPA)	Completed
SCBE Board Policy and ARRs	CCCA is otherwise subject to all deadlines and requirements set forth in County Board Policy 2400 and Administrative Rules and Regulations 2400	

## SACRAMENTO COUNTY OFFICE OF EDUCATION

### SCHEDULE D: Facilities Conditions

**As part of the selection of each school facility or learning center site or construction of a new school facility, the Charter School is responsible for ensuring the following conditions are addressed.**

Facilities are sufficient to accommodate estimated student enrollment and to carry out the curricular and instruction program envisioned in the Charter.	Planning Process
Site has adequate space for the support services the School intends to provide to its students (i.e. nurse, counselors, tutors, after-school programs, etc.).	Planning Process
Facilities include cafeteria or other suitable space for students to eat meals.	Planning Process
Building placement is compatible (i.e. music room is not next to library).	Planning Process
Site is away from freeways, railways, flight patterns, excessive noise, obnoxious odors, unless waived or exempted.	Planning Process
Site has good access and dispersal roads.	Planning Process
If relevant, facilities are sufficient to accommodate the administrative and business functions, including the storage of student and other records, reports, and documents. Storage units are fire-safe.	Planning Process
Indoor and/or outdoor physical education facilities are sufficient to accommodate the program envisioned in the Charter, as applicable.	Planning Process
Classroom size and layout are related to functions that will be performed in them (i.e. science and computer laboratories, special education, locker rooms, gyms, etc.).	Planning Process
Site has separate bus loading, parking areas, and parent drop-off areas.	Planning Process
Library or other space dedicated to research and study is suitable for the educational program being provided.	Planning Process
Site and facilities are situated to prevent student contact with adults who do not have appropriate clearances as required by Education Code Section 44237.	Planning Process
Site has appropriate security (i.e. fencing, adequate lighting, alarms, etc.).	Planning Process

**As part of the permitting process, the Charter School is responsible for ensuring the following conditions are addressed:**

Facilities operation permits and certificates, including evidence of inspection by a structural engineer (to the extent required by law), fire marshal, and occupancy certificates have been secured.	Permitting Process
Facilities meet requirements of the Americans with Disabilities Act, including (1) accessible routes from outside the school to the entry, and from the school entry to all other buildings, and (2) stairs, ramps, toilets, and signage that meet accessibility standards.	Permitting Process
Certificate that relocatable facilities (portables and modular buildings) meet local seismic safety requirements.	Permitting Process
Lease or permit ensures heating and ventilation systems are adequate for the size of the building and numbers of students.	Permitting Process
Lease or permit ensures electrical system has no major code violations.	Permitting Process
Lease or permit ensures fire alarm system meets applicable local life safety codes; appropriate fire extinguishers exist in the building(s) and inspections are up-to-date.	Permitting Process
Bracing of overhead light fixtures, heating, and air conditioning vents, etc., if necessary, to comply with local ordinances.	Permitting Process

**Before opening a new school site and/or as part of an annual site visit, SCOE staff or its oversight agent, shall visit the site and review the following conditions. Any conditions not met shall be addressed by the Charter School in an agreed upon time frame.**

School Facility Checklist	Conditions Met	Comments
Facilities are clean, sanitary, and free from conditions that would create a fire, or other hazard.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Graffiti or other signs of vandalism to the building are absent.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Windows and doors are intact and in good repair.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Exterior stairs or handrails are in good repair.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Exits to buildings are free of obstructions.	<input type="checkbox"/> Yes <input type="checkbox"/> No	

School Facility Checklist	Conditions Met	Comments
Restrooms are accessible to students; toilets are clean and operable.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Exit doors, including emergency exits, are free of clutter and readily accessible; doors are secure to prevent intruders into the building.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Interior is free of other hazards that could endanger student safety.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Bookcases, racks, fixtures, etc., are adequately anchored to adjacent structures.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Gas, electrical, water outlets, and appliances are in good repair.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Classrooms have adequate lighting.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Trees and vegetation provide a clear view of the school; places to hide or to gain unauthorized access to the building are minimized.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
School site is substantially free of litter and clutter.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Lighting, including nighttime lighting, is sufficient for the educational activities being conducted at the site.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Floors, walls, and ceilings are clean; ceiling tiles are all intact.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Halls and stairs are adequately lighted.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Desks, tables, and chairs are in good repair.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Classroom areas are visible to teachers at all times; classroom layout is conducive to quick evacuation.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Facilities are generally free of chipped paint, cracked floors, uneven surfaces, mold, and evidence of leaks.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Sidewalks, driveways, and outdoor play areas are relatively free of cracks, uneven surfaces, and are in good repair.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Perimeter fences are installed as necessary and are in good repair.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
School exterior needs minimal cosmetic repairs, painting, or additional lighting.	<input type="checkbox"/> Yes <input type="checkbox"/> No	

**SACRAMENTO COUNTY OFFICE OF EDUCATION****SCHEDULE E: Supplemental Financial Information (Fiscal Year 2023-2024)**

[Note: Update to appropriate fiscal year when completing this form.]

REPORTING PERIOD	
<input type="checkbox"/> Preliminary Budget	(Due April 1)
<input type="checkbox"/> Revised Preliminary Budget	(Due July 1)
<input type="checkbox"/> If enrollment not as projected by August 1, Revised Budget	(Due August 10)
<input type="checkbox"/> 1 <sup>st</sup> Interim report reflecting changes through October 31	(Due December 15)
<input type="checkbox"/> 2 <sup>nd</sup> Interim report reflecting changes through January 31	(Due March 15)

BUDGET ASSUMPTIONS				
Fiscal Year 2023-2024	Grade 9	Grades 10	Grades 11	Grade 12
General Purpose Entitlement per Average Daily Attendance				
Categorical Block Grant Entitlement per Average Daily Attendance				
Average Daily Attendance				

	Unaudited Actuals 2023-2024	Adopted Budget 2023-2024	First Interim 2023-2024	Second Interim 2023-2024	Budget Projection 2024-2025	Budget Projection 2024-2025
Average Daily Attendance (use prior year P-2)						
Certificated Salary Cost of Living Increase – % and Total \$ (if % varies, include total \$ only)						
Are salary and benefit negotiations finalized? Y/N						
Classified Salary COLA – % and Total \$ (if % varies, include total \$ only)						
Other Certificated Salary Adjustments – Total \$ (provide explanation)						
Other Classified Salary Adjustments – Total \$ (provide explanation)						
Health and Welfare Benefits Increase – % and Total \$						



✓	ADDITIONAL SUPPLEMENTAL INFORMATION
	<p>Include a narrative discussion of assumptions used in the current and two subsequent fiscal years, including:</p> <ol style="list-style-type: none"> <li>1. Source of Data. <i>(Example: School Services of California dashboard)</i></li> <li>2. Change and cause. <i>(Example: Health benefit costs increased from an estimated 15% at budget adoption to 18% at first interim based on actual renewal rates from ABC group.)</i></li> <li>3. Effect. <i>(Example: Resulting in a health benefit cost increase of \$3,000)</i></li> </ol>
	Provide projected growth in average daily attendance, include details regarding the impact to cash flow, facilities, assets/liabilities, etc.
	Identify current staffing levels/positions and provide projected growth for two subsequent fiscal years. Include justification for significant increases in staff and/or salaries that are not aligned with an increase in average daily attendance.
	Provide cash flow statements for the current and two subsequent fiscal years.
	Provide detail of state, federal, and local revenues by source for current and two subsequent fiscal years.
	Provide a profit and loss statement.
	Include a narrative discussion and reason for significant changes between the current reporting period and the prior reporting period in ADA, state, local, and federal revenues, expenditure categories, other financing sources and uses of funds, and components of ending fund balance. For example, compare adopted budget to prior year unaudited actual revenues and expenditures, first interim report to adopted budget, second interim report to first interim report, etc.
	Compare the change in fund balance for the budget and two prior years. Provide an explanation if the fund balance has declined for the last two fiscal years.
	Identify all multi-year fiscal obligations, excluding salaries and benefits, for the next three years, and identify the resources used to service those commitments.
	Identify any potential or contingent liabilities that may affect the budget.
	If a significant percentage of ongoing expenditures are funded with one-time resources, explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following years.
	Detailed salary and benefits information for each employee position.