



Caliber Beta Academy Memorandum of Understanding

**Between Contra Costa County Board of Education,
County Superintendent of Schools/Office of Education,**

And

Caliber Schools

November 19, 2018

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into this 19th day of November, 2018 by, between and among the Contra Costa County Board of Education (hereinafter "County Board") Contra Costa County Superintendent of Schools/Office of Education (hereinafter "CCCOE"), and *Caliber Schools* (hereinafter referred to as "Caliber Schools"). Hereinafter, the County Board, the CCCOE, and Caliber Schools 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 (hereinafter "The Act") authorizing the formation of Caliber 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.

The County Board has approved a charter *renewal* petition (hereinafter "the Charter") for the Caliber Schools for the operation of *Caliber Beta Academy* (hereinafter "Caliber Beta" or the "Charter School"). Unless otherwise stated, for the purposes of this MOU, the terms Caliber Beta and Caliber Schools may be used interchangeably, with the duties and responsibilities of Caliber Beta and Caliber Schools being the same under this Agreement.

- 1.2. Caliber Schools is a California nonprofit public benefit corporation, which manages and operates Caliber Beta. Caliber Schools is responsible for the Charter School's compliance with the terms of the Charter and with this MOU.
- 1.3. All Parties agree that no single party to this Agreement waives any of the rights, responsibilities and privileges established by the Charter School Act of 1992 that may change from time to time during the term of this MOU.
- 1.4. To the extent permitted by applicable law, the County Board has, by agreement with the County Superintendent, delegated its obligations to oversee Caliber Beta, whether arising at law, by the terms of the Charter School's Charter, by this MOU, or from any other source, to the CCCOE; and in connection with the said delegation, the CCCOE shall report periodically to the County Board.
- 1.5. The fundamental interest of the CCCOE is, on a continuing basis, to be reasonably assured that Caliber Schools is: 1) implementing the provisions of the Charter as approved; 2) obeying all requirements of federal, state, and local law that apply to the charter; 3) operating prudently and soundly in all respects; and 4) providing a sound education for the charter's students.
- 1.6. The Parties recognize that there are many matters related to the operation of the charter and the effective oversight of Caliber Schools, which go beyond the provisions, included in the Charter School's Charter or need further clarification. CCCOE also acknowledges that the operation of Caliber Beta is to be solely carried out by Caliber Schools. This MOU is intended to address those matters that have not been covered in the Charter and to provide guidance on the oversight policies and procedures of CCCOE. Further, this MOU is intended to outline the Parties' agreements governing their respective fiscal and administrative responsibilities and their legal relationships.

- 1.7. The Parties recognize and agree that the Charter School shall not charge tuition, shall be nonsectarian, and shall be open to all students regardless of religion, ethnicity, national origin, gender, gender identity, gender expression, sexual orientation (whether perceived or actual), or disability, and immigration status, and those provisions of non-discrimination shall apply as well 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 five (5) fiscal years commencing on *07/01/2019*, and ending on *06/30/2024* ("Term"). 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, CCCOE policy, and applicable law.
- 2.3. This MOU between and among the County Board, CCCOE, and Caliber Schools shall include Schedules A, B, C and D.
- 2.4. Any modification of this MOU must be made in accordance with Section 31: Amendment and Waiver.

3. Operation of Caliber Beta

- 3.1. Caliber Beta is a public charter school that shall be operated pursuant to the Charter Schools Act, plus any specific conditions approved. The Charter was granted by the County Board on *October 23, 2018*.
- 3.2. Caliber Beta is authorized to operate with grades K-8. Caliber Beta currently serves an enrollment of approximately *806* students, which will increase to approximately *864* students by the end of the Term, as projected in the Charter. Notwithstanding this provision, Caliber Beta is authorized to implement a transitional kindergarten ("TK") program at such a time that Caliber Beta reasonably determines that it operates from facilities sufficient to maintain that program. The implementation of the TK program may increase the total enrollment of the Charter School, and shall not be deemed a material revision of the Charter School's charter, in accordance with Cal. Ed. Code, § Section 48000(e).
- 3.3. 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.

4. Governance and Management

- 4.1. Caliber Beta will operate consistent with Cal. Ed. Code §47604(a). Caliber Schools acknowledges, as is stated in Caliber Beta's Charter, that it is a separate legal entity and neither the County Board nor the CCCOE are liable for the debts and obligations of Caliber Schools or the Charter School as per Cal. Ed. Code §47604(c).

- 4.2. The Parties further recognize that consistent with the Charter, Caliber Schools has obtained and maintains status as a nonprofit public benefit corporation as provided in Cal. Ed. Code §47604.
- 4.3. The County Board reserves the right to appoint a representative to the Caliber Schools Board of Directors in accordance with Cal. Ed. Code §47604 (b).
- 4.4. Caliber Schools agrees to comply at all times with laws enumerated below and to comply with applicable federal or state laws (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, §§81000 *et seq.*);
 - The Child Abuse and Neglect Reporting Act (Cal. Penal Code, §§ 11164 *et seq.*);
 - The Individuals with Disabilities Education Act ("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.*);
 - Education Code Sections 200 and 220 (prohibiting discrimination);
 - The Uniform Complaint Procedure (5 Cal. Code Regs., tit. 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.
- 4.5 Caliber Schools agrees that all of its records that relate in any way to the operation of Caliber Beta, including those submitted to CCCOE, shall be treated as public records subject to the requirements of the Public Records Act, as well as Cal. Ed. Code §47604.3.

5. Required Documentation

- 5.1. Caliber Schools shall provide CCCOE with the documents listed and described in Schedule A, attached and incorporated herein by reference, by the dates specified therein.
- 5.2. Caliber Schools shall provide up-to-date versions of all Schedule A documents by August 1st 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 submitted within ten (10) business days of the date the change is approved by the Caliber Schools Board of Directors:
- Articles of Incorporation
 - Bylaws
 - Conflict of Interest Policy
 - Roster of Caliber Schools Board of Directors
 - Schedule of Board of Directors meetings
 - Name and contact information for Caliber Beta leader (principal, director, or head of school, etc.)
 - Name and contact information for Caliber Beta primary financial contact (CFO, COO, accountant, or back-office financial services provider, etc.)

- 5.4. Caliber Schools shall promptly respond to all reasonable inquiries by the CCCOE, County Board, the Superintendent of Public Instruction, their respective designees and any other agency they authorize, including but not limited to financial inquiries to the charter, and shall consult with the County Superintendent or his/her designee regarding any inquiries as per Cal. Ed. Code §47604.3.

6. Public Information: Website Posting

- 6.1. Caliber Schools shall post on Caliber Beta's website the documents listed and described in Schedule B, attached and incorporated herein by reference, by the dates specified therein.
- 6.2. Caliber Schools 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 Caliber Schools shall conduct public meetings at such intervals as are necessary to ensure that the board is providing sufficient direction to Caliber Schools and the charter through implementation of effective policies and procedures. Board meetings of Caliber Schools will be conducted in keeping with the requirements of the Ralph M. Brown Act (Cal. Gov. Code §§54950, *et seq.*) (the "Brown Act").
- 7.2. Caliber Schools ensure that all members of the Board of Directors of Caliber Schools, Caliber Beta leader, Caliber Beta primary financial contact, and any other Caliber Beta staff deemed appropriate by Caliber Schools, have participated in training on the requirements of the Brown Act and the Political Reform Act. Verification of such training shall be provided as specified in Schedule A.
- 7.2.1. All agendas shall be provided to the CCCOE electronically in advance of the board meeting when posted, and such posting shall be in conspicuous physical location/s, including all school sites and Caliber Schools' offices, and on Caliber Beta's website, in accordance with the Brown Act.
- 7.2.2. Approved minutes of each Board of Directors meeting shall be provided to the CCCOE within two (2) business days of approval, as specified in Schedule A. Approved minutes shall be posted as specified in Schedule B.
- 7.2.3. Caliber Schools board meeting agendas and minutes shall be maintained for public inspection at the designated office of Caliber Schools during normal business hours and shall be made available promptly upon request in hard copy at all locations of Caliber Beta.
- 7.2.4. If Caliber Schools makes audio or video recordings of its meetings, Caliber Schools shall ensure recordings are accessible on or through their website within two (2) days of the meeting, as specified in Schedule A.

8. Human Resources Management

- 8.1. Caliber Schools is deemed the exclusive employer of the employees of Caliber Beta for the purposes of the Educational Employee Relations Act (EERA) under Cal. Gov. Code §3540, *et. seq.* Caliber Schools will have sole responsibility for employment, management, dismissal, and discipline of its employees.
- 8.2. Caliber Schools shall distribute a copy of its employee handbook to each employee at Caliber Beta each year. At a minimum, the handbook shall include a statement that Caliber Schools 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, any due process rights of employees related to disciplinary actions (including termination), compensation and benefit information, and a description of both informal and formal complaint procedures that employees may pursue in the event of disagreements. Such handbook shall be provided to CCCOE.

- 8.3. At all times during the Term of the Charter, Caliber Schools employees at the Charter School, parent volunteers who will be performing services with Charter School students that are not under the direct supervision of a certificated teacher, and all vendors having unsupervised contact with Charter School students will submit to background checks and fingerprinting in accordance with Cal. Ed. Code §45125.1. Caliber Schools will provide certification to CCCOE that all employees, and volunteers/vendors (as applicable) have cleared a criminal records check through the Department of Justice ("DOJ") and the Federal Bureau of Investigation ("FBI") prior to their having any unsupervised contact with students.
- 8.4. Caliber Schools shall maintain on file and have available for inspection during site visits, evidence that it has performed criminal background checks for all employees and documentation certifying that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students.
- 8.5. As specified in Schedule A, Caliber Schools shall provide the CCCOE with proof that all of Caliber Beta teachers hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which teachers in other public schools are required to hold, except as otherwise exempted. Caliber Schools will have documentation on file (for inspection upon request) of its teachers' credentials.
- 8.6. If Caliber Schools offers employees of Caliber Beta the opportunity to participate in STRS or PERS, Caliber Schools shall be responsible for contracting with a third party, including CCCOE, for reporting purposes. Such arrangements must be made in writing with the third party prior to the hiring of any employee.

9. Caliber Beta Students

- 9.1. The Parties recognize and agree that Caliber Beta will be open to all students. Caliber Beta shall adopt and adhere to anti-discrimination policies that are consistent with law and prohibit unlawful discrimination against any protected group. Protected groups are enumerated by Cal. Gov. Code §12940, Cal. Ed. Code §§200 and 220, Cal. 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, and immigration status. 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 (Cal. Ed. Code §231.5).
- 9.2. Caliber Schools shall make a serious and consistent effort to recruit students to Caliber Beta to achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the school district in which Caliber Beta is located.
- 9.3. If a Caliber Beta student is expelled or leaves Caliber Beta without graduating or completing the school year for any reason, Caliber Beta shall notify the superintendent of the student's last known school district within 30 days (pursuant to Cal. Ed. Code §47605(d)(3)), and shall maintain records of such notifications during the Term of this Agreement for CCCOE review upon request.
- 9.4. To the extent necessary to discharge its reasonable supervisory oversight activities, Caliber Beta hereby designates the employees of CCCOE as having a legitimate educational interest such that they are entitled upon request to access to Caliber Beta's education records under the Family Educational Rights and Privacy Act ("FERPA") and related state laws regarding student records. CCCOE, Caliber Beta, and their offices and employees shall comply with FERPA and state laws regarding student records at all times.

10. Required Disclosures

- 10.1. Caliber Schools shall notify CCCOE within five days of any known pending or actual litigation and/or claim from any party or notice of potential infraction, criminal or civil action against Caliber Schools, Caliber Beta or any employee, agent or volunteer that may involve or affect Caliber Schools or Caliber Beta. In addition, Caliber Schools shall immediately notify CCCOE of any request for information by any governmental agency about the Caliber Schools or Caliber Beta.
- 10.2. CCCOE shall notify Caliber Schools within five days of any pending or actual litigation and/or claim from any party or notice of any potential litigation and/or claim against CCCOE, the County Board, Caliber Schools or Caliber Beta, that may involve or affect Caliber Schools or Caliber Beta. In addition, the CCCOE shall immediately notify Caliber Schools of any request for information by any governmental entity about Caliber Schools or Caliber Beta.
- 10.3. If Caliber Schools seeks any loans or advance receipt of funds for Caliber Beta, it shall establish a fiscal plan for repayment in advance of receipt of such loans. Caliber Schools shall provide advance written notice to the County Board and the CCCOE specifying its intent to apply for a loan for Caliber Beta. Advance notice shall include a description of the need for the loan, its terms, and the plan for repayment, including a cash flow schedule. If a loan is received, Caliber Schools shall, at the time of deposit of any sums which are loans to Caliber Schools for Caliber Beta, provide CCCOE with the loan documents, minutes of Caliber Schools Board meetings at which such loan was approved, plan for repayment and updated cash flow schedule. Caliber Schools will provide the same information in the same manner for loans and/or advancement of funds made internally by the Caliber Schools to Caliber Beta.

11. Insurance and Risk Management

- 11.1. Caliber Schools 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, at least the following insurance coverage for itself and Caliber Beta:
 - 11.1.1. Property Insurance – against fire, vandalism, malicious mischief and such other perils as are included in "special form" coverage insuring all of Caliber Schools' 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.
 - 11.1.2. 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 the Caliber Schools' premises and operations. Caliber Schools shall also maintain errors and omissions/educators legal liability, sexual abuse and molestation coverage, and employment practices liability of Caliber Schools, its governing board, officers, agents, or employees of Caliber Beta with limits of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in total liability insurance. The amount of total general liability insurance required shall increase to seven million, five hundred thousand dollars (\$7,500,000) when Caliber Beta's ADA (as reported at P-Annual) exceeds 1,000. The deductible per occurrence for said insurance coverage stated herein shall not exceed twenty thousand dollars (\$20,000).
 - 11.1.3. Workers' Compensation -- In accordance with the provisions of the California Labor Code, insurance adequate to protect Caliber Schools from claims under Workers' Compensation Acts which may arise from its operation of Caliber Beta, with statutory limits, and Employer's Liability coverage with limits of not less than one million dollars (\$1,000,000) per accident or disease.

- 11.1.4. 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.
- 11.2. In addition, Caliber Schools shall institute a risk management plan, including policies and practices to address reasonably foreseeable occurrences, and will provide CCCOE with such plan and with annual certification that such policies and practices have been instituted at Caliber Beta, as specified in Schedule A.
- 11.3. All liability insurance policies required under this section shall be endorsed to name the County Board, and CCCOE 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 CCCOE, the County and/or its employees shall not be required to contribute with it.
- 11.4. Caliber Schools shall provide evidence of all applicable insurance coverage, with additional insured endorsements, to CCCOE (as specified in Schedule A) and will inform the CCCOE immediately if Caliber Schools is notified by its insurance carrier(s) that the coverage is reduced or becomes inoperative for any reason. The CCCOE may request to see evidence of insurance coverage during site visits.

12. Hold Harmless

- 12.1. Caliber Schools and Caliber Beta shall hold harmless, defend, and indemnify the County Board, CCCOE, its officers, agents and employees, from every liability, claim, or demand which may be made by reason of (1) any injury to volunteers; and (2) any injury to person or property sustained by any person, firm, or corporation caused by any intentional or negligent act or omission of Caliber Schools and/or Caliber Beta, its officers, employees or agents. In cases of such liabilities, claims, or demands, Caliber Schools, at its own expense and risk, shall defend with legal counsel satisfactory to CCCOE all legal proceedings which may be brought against the County Superintendent, the County Board, CCCOE and its officers and employees (who will cooperate fully with Caliber Schools' attorneys and insurance carriers), and shall satisfy any resulting judgments up to the required amounts that may be rendered against any of them. This indemnity and hold harmless provision shall exclude actions brought by third persons against the County Superintendent, the County Board, CCCOE or their officers and employees arising out of the gross negligence or intentional acts, errors, or omissions of the County Superintendent, the County Board, CCCOE or their directors, employees, officers and agents.
- 12.2. CCCOE and the County Board shall hold harmless, defend, and indemnify Caliber Schools and/or Caliber Beta, its board, officers, agents and employees, from every liability, claim or demand which may be made by reason of (1) any injury to volunteers; and (2) any injury to person or property sustained by any person, firm, or corporation caused by any intentional or negligent act or omission of the County Superintendent, the County Board, or CCCOE, its officers, employees or agents. In such cases of such liabilities, claims, or demands, CCCOE and/or County Board, at its own expense and risk, shall defend with legal counsel satisfactory to Caliber Schools all legal proceedings which may be brought against Caliber Schools, its board, officers, and employees, who will cooperate fully with the County Board and/or CCCOE, its officers and employees, attorneys and insurance carriers and shall satisfy any resulting judgments up to the required amounts that may be rendered against any of them. This indemnity and hold harmless provision shall exclude actions brought by third persons against Caliber Schools and/or Caliber Beta arising out of the gross negligence or intentional acts, errors, or omissions of Caliber Schools, its board, directors, employees, officers and agents.

13. Facilities

- 13.1. It is understood and agreed that the County Board and/or the CCCOE have no obligation to provide facilities to Caliber Schools for Caliber Beta. If Caliber Schools seeks facilities for Caliber Beta from a district in which it intends to locate under Proposition 39 (Cal. Ed. Code §47614), it shall follow applicable statute and regulations regarding submission of such a request to a district. As provided in Schedule A, Caliber Schools shall provide a copy of each Proposition 39 request for Caliber Beta to CCCOE at the time of submitting its request to any school district, along with any documentation of subsequent steps in the process as described in implementing regulations at 5 CCR §§11969.1 *et seq.*, whether produced by Caliber Schools or the district.
- 13.2. Caliber Schools shall ensure that Caliber Beta's facility is located in an area that is properly zoned for operation of a school and that has received a conditional use permit, and that has been cleared for student occupancy by all appropriate local authorities. All Charter School facilities must meet all applicable health and fire code requirements and zoning laws. Caliber Schools will furnish the CCCOE, as provided in Schedule A, with all local approvals (Cal. Ed. Code §47610(d)) including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections and approved zoning variances. Caliber Beta cannot exempt itself from applicable local zoning or building code ordinances.
- 13.3. CCCOE may conduct a site review to determine that the facilities are clean, safe, Americans with Disabilities Act (ADA) compliant, and have the necessary local approvals to operate.
- 13.4. In the event that Caliber Beta seeks to open an additional school site (whether for classroom or non-classroom based instruction), Caliber Schools will submit a request for a material revision of the Charter School's Charter to the County Board for approval, pursuant to Section 23 of this MOU. Approval must be obtained before any additional school sites can begin operation.

14. Food Service and Transportation

- 14.1. Caliber Beta shall provide for each needy pupil, one nutritionally adequate free or reduced-price meal during each school day, as described under Cal. 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 Cal. Ed. Code §49531.
- 14.2. Caliber Schools shall be responsible for any and all transportation offered by Caliber Schools to students who enroll in Caliber Beta, including but not limited to any and all transportation required in any student's Individualized Education Program ("IEP") or Section 504 Plan.

15. Accountability for Academic Performance

- 15.1. Caliber Schools shall comply with and adhere to the state requirements for participation and administration of all state mandated tests for Caliber Beta.
- 15.2. Caliber Beta shall comply with Cal. Ed. Code §47606.5 (regarding Local Control and Accountability Plans), as that statute may be amended from time to time, as well as its implementing regulations, if any. Caliber Beta's annual adopted Local Control and Accountability Plan ("LCAP") shall be provided to the County by as specified in Schedule A.
- 15.3. The Parties hereby agree that Caliber Beta is accountable for pupil outcomes identified in the Charter. At the request of CCCOE, Caliber Schools shall present updates and reports regarding Caliber Beta's pupil outcomes to the Contra Costa County Board of Education during the year.

16. Services for Students with Disabilities

- 16.1. At all times during the Term of the Charter and this MOU, the Charter School shall be 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, Caliber Schools shall provide CCCOE with a copy of the Local Plan and documentation of the status of Caliber Beta as an LEA in good standing with a state-approved SELPA or as a state-approved SELPA.
- 16.2. Caliber Schools and/or Caliber Beta 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 who are enrolled in Caliber Beta.
- 16.3. Caliber Schools may contract with any school district or other qualified organization for other services on behalf of Caliber Beta, provided that such services are at no cost to the County Board and/or CCCOE. Written agreements shall be authored to specify such services and costs. It is further recognized that Caliber Schools and/or Caliber Beta 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 Caliber Beta and as otherwise required by applicable state and federal laws.
- 16.4. As specified in Schedule A, Caliber Schools shall provide special education staffing and revenue and expenditure reports to the CCCOE as back-up 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 Caliber Beta for such purposes, Caliber Schools and Caliber Beta shall be responsible for any and all such costs related to students of Caliber Beta.
- 16.5. Caliber Schools and Caliber Beta agree to fully and promptly comply with any reasonable requests for information made by the CCCOE with regard to special education services and individual students at Caliber Beta. The CCCOE may establish regular meetings with Caliber Schools special education coordinator for purposes of reviewing special education and/or Section 504 compliance. The CCCOE may also take action to monitor Caliber Beta to ensure that special education and/or Section 504 services are being provided as required by law and applicable SELPA policy.
- 16.6. Caliber Schools agrees to defend with legal counsel satisfactory to CCCOE and to hold harmless the County Board, the County Superintendent, the Contra Costa County Office of Education, and each of their officers, directors, agents and employees, from and against any and all costs, including attorney's fees, and/or awards related to complaints, due process hearings, mediations or any and all forms of litigation relating to special education and/or Section 504 matters involving a student's enrollment, services and/or attendance at Caliber Beta. This indemnification shall exclude any matters, which relate to the enrollment or attendance of a student in an CCCOE program, unless the student's enrollment or attendance in such program was through a contract with Caliber Schools.
- 16.7. Caliber Schools acknowledges that its failure to provide any 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 the Charter School's Charter pursuant to Cal. Ed. Code §47607.

- 16.8. Caliber Schools 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 and Appropriate Public Education ("FAPE") in the Least Restrictive Environment ("LRE") is provided in accordance with state and federal law. Such policies shall, as specified in Schedule A, be provided to CCCOE.

17. Independent Study

- 17.1. Caliber Beta may, on a case-by-case basis, use short-term independent study contracts for students who receive prior approval for absences due to travel or extended illness. Any such independent study will be limited to occasional, incidental instances of extended absences, and must be fully compliant with all independent study statutes and regulations applicable to Caliber Beta.
- 17.2. If Caliber Beta 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 Cal. Ed. Code §§51745, *et seq.*, and applicable regulations.

18. Funding

- 18.1. Caliber Beta shall be direct funded in accordance with Cal. Ed. Code §§47630 *et seq.* Caliber Beta is eligible for a general-purpose entitlement and supplemental funding allocated through the Local Control Funding Formula ("LCFF") under Cal. Ed. Code §§42238 and 47651(a)(1). It shall be the responsibility of Caliber Beta to apply for funding beyond the basic statutory entitlements of the base grant due to Caliber Beta under LCFF.
- 18.2. The Parties specifically agree that it is not the responsibility of the CCCOE to provide funding in lieu of property taxes to Caliber Schools for Caliber Beta.
- 18.3. In the event that the County Board seeks and receives a voter approved bond, parcel tax, etc., Caliber Beta and/or Caliber Schools 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 the CCCOE to pursue such measures so as to advise Caliber Schools and to determine the positions of the Parties. Caliber Schools agrees that it and Caliber Beta have no entitlement to funds currently being received, if any, by the County Board and/or the CCCOE under former parcel tax or bond elections.
- 18.4. Caliber Schools is to operate Caliber Beta in a financially sound fashion. It is agreed that all loans sought by Caliber Schools for Caliber Beta shall be authorized in writing in advance by Caliber Schools and shall be the sole responsibility of Caliber Schools. Notification of loans shall be provided pursuant to Section 10.3 of this MOU. In no event shall the County Board and/or the CCCOE have any obligation for repayment of such loans.
- 18.5. The CCCOE shall not advance any funds to Caliber Schools for Caliber Beta. In addition, the CCCOE shall not act as or provide a line of credit to Caliber Schools for Caliber Beta.
- 18.6. The Parties agree that neither the CCCOE nor the County Board shall act as fiscal agent for Caliber Schools or Caliber Beta. It is agreed that Caliber Schools shall be solely responsible for all fiscal services for Caliber Beta such as payroll, purchasing, attendance reporting, and completion and submission of state budget forms. CCCOE shall process and transfer to Caliber Schools all payments received by the CCCOE for Caliber Beta in a timely fashion.
- 18.7. To the extent that Caliber Schools wishes to contract with the CCCOE for any services to Caliber Beta beyond those specified in this agreement, a separate written contract with the CCCOE shall be required and the costs of such services paid in full by Caliber Schools.

- 18.8. Caliber Schools and Caliber Beta will use all revenue received from state and federal sources only for the educational services of Caliber Schools and Caliber Beta and for the benefit of the students enrolled in and attending Caliber Beta. 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.

19. Attendance Reporting

- 19.1. Caliber Schools shall use commercially available attendance accounting software (such as Power School, SASI, etc.) for student attendance accounting at Caliber Beta. Caliber Schools on behalf of Caliber Beta shall submit enrollment and attendance data as required to receive apportionment of funding according to the deadlines specified in Schedule A. CCCOE staff will review and certify the accuracy of Caliber Beta's attendance data submitted by Caliber Schools 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 Caliber Beta.
- 19.2. Caliber Schools shall make available to CCCOE on request all back up attendance documents. Caliber Schools shall, as specified in Schedule A, submit monthly summary reports, due the 15th of every month, of enrollment and average daily attendance ("ADA").
- 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 Caliber Schools, and may be reviewed by CCCOE during site visitations.

20. Financial Reporting

- 20.1. Caliber Schools is required by Cal. Ed. Code §47604.33 to submit periodic financial reports of revenues, expenditures, and reserves related to the Charter School. In order to meet statutory timelines for financial reporting, Caliber Schools shall submit such reports to CCCOE for review, using the state software or Charter School Alternative Reporting form, as specified in Schedule A. Specified back-up information shall be consistently provided for each reporting period. Any significant changes in the budget or interim reports from one reporting period to the next must be explained in writing. The CCCOE may request additional information, as necessary, to evaluate the fiscal condition of Caliber Beta. Caliber Schools shall also timely respond to all inquiries from CCCOE and shall provide all documents and additional information, as necessary to evaluate the fiscal soundness, operations, and governance of all other Caliber Schools and for-profit corporate entities affiliated with Caliber Schools as may be providing services to Caliber Beta or controlling the assets of Caliber Schools, including but not limited to documents and information related to the management, fiscal, personnel, procurement, facilities operations, facilities financing, and programmatic services of the Caliber Schools and, in regard to information or documents that may reasonably impact the assets of Caliber Beta or Caliber Schools, such affiliated entities, in accordance with Education Code Section 47604.3, and shall fully cooperate with any investigation into their operations conducted by CCCOE pursuant to Education Code Section 47604.4.
- 20.2. The Parties agree that maintenance of a sufficient level of funding reserve is in the best interest of Caliber Beta and its successful operation. Accordingly, Caliber Schools shall maintain reserves of no less than three percent (3%) for Caliber Beta based upon the total expenditures and other uses of the Charter School's Adopted Budget for the fiscal year. An explanation of any projected drop in reserves below the three percent (3%) level must be included in the assumptions.

21. Annual Audit

- 21.1. As specified in Schedule A, Caliber Schools shall submit an annual independent financial audit in accordance with Cal. Ed. Code §47605(m), as applicable, to the State Controller's Office, the CCCOE, and the California Department of Education ("CDE") no later than December 15th of each year. In order for the Charter School to receive a favorable recommendation for renewal, corrective action plans shall have been implemented in a timely manner to the satisfaction of the CCCOE 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. CCCOE shall be notified of Caliber Schools' selection of an auditor, as specified in Schedule A.
- 21.2. In addition to Caliber Schools' financial statements for Caliber Beta, 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 Caliber Beta.

22. Monitoring and Oversight

- 22.1. The CCCOE will conduct at least one (1) visit to Caliber Beta annually in accordance with Charter Schools Act. The information gathered will be used to assess Caliber Beta'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 Caliber Schools for Caliber Beta, interviews with the management of Caliber Schools, Caliber Schools' employees working at Caliber Beta including the site principal, and Caliber Beta's students and parents, as well as observation of instruction in the classroom(s). Any deficiencies will be reviewed with Caliber Beta's site principal and Caliber Schools' staff and an opportunity provided for comment, explanation and/or correction. The evaluations for each year will be used, in addition to other information and reports, to determine a renewal decision.
- 22.2. CCCOE reserves the right to make unannounced visits to Caliber Beta, and shall comply with all requirements of any visitor policies adopted by the Charter School, which shall be provided to CCCOE in accordance with Schedule A.
- 22.3. The Charter School shall be charged an annual oversight fee by CCCOE for the cost of oversight, monitoring, and reporting concerning Caliber Beta in accordance with Cal. Ed. Code §47613. Such fees will be capped at 1% of the general purpose revenue received by Caliber Beta, as defined in Cal. Ed. Code § 47613(f) from the local control funding formula calculated pursuant to Section 42238.02 as implemented by Section 42238.03. The oversight fees shall be invoiced annually by CCCOE, with payment due and payable within 30 days of receipt. 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 per Cal. 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 Caliber Beta, including the addition or deletion of a major program component that is identified in the Charter as a distinctive feature of Caliber Beta.
 - 23.1.2. Adding a classroom-based or non-classroom based program and/or facility not expressly authorized by the Charter. Notwithstanding this provision, Caliber Beta is authorized to implement a TK program at such a time that Caliber Beta reasonably determines that it operates from facilities sufficient to maintain that program without need to seek a material revision, in accordance with Cal. Ed. Code, § 48000(e).

- 23.1.3. 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. For purposes of this clause, students enrolled as a result of the addition of a TK program shall not be included in calculating "total enrollment."
 - 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.
Notwithstanding this provision, Caliber Beta is authorized to implement a TK program at such a time that Caliber Beta reasonably determines that it operates from facilities sufficient to maintain that program without need to seek a material revision, in accordance with Education Code Section 48000(e).
 - 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 the Charter. Temporary locations rented for annual student testing purposes shall be exempt from this provision.
 - 23.1.6. Changing the name of Caliber Beta.
 - 23.1.7. Entering into a contract to be managed or operated by any other Caliber Schools public benefit corporation (or any other corporation or entity), such as an Educational Management Organization or a Charter Management Organization other than Caliber Schools.
 - 23.1.8. Substantial changes to admission requirements and/or enrollment preferences identified in the Charter, unless the change is required by law.
 - 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, unless the change is required by law.
 - 23.2. Changes to the Charter not deemed to be material revisions may be made by Caliber Schools following notification to CCCOE. Such notice shall be provided, in writing, at least 5 business days in advance of the Caliber Schools 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:** Caliber Schools may seek renewal of the Charter prior to expiration of the Term of the Charter in accordance with statutory provisions. Caliber Schools shall submit its renewal petition for the next charter term along with a copy of the most recent annual report required by CCCOE and/or Local Control and Accountability Plan Annual Update to CCCOE, no sooner than September 1st of the fiscal year in which Caliber Beta would cease operations without renewal. CCCOE 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 Cal. Ed. Code §§47607, 47607.3 or other applicable statute or regulations. Prior to instituting revocation proceedings, the CCCOE may provide progressive notices that correction of a problem at Caliber Beta by Caliber Schools needs to occur with specified time lines. The minimum progression of notification of corrective action for concerns the County Board considers to involve violation(s) of Cal. Ed. Code §47607(c) is as specified in 5 CCR §11968.5.2. Additional notification may be provided, at the sole discretion of CCCOE.

- 25.2. If the County Board determines, based on report/s of CCCOE, that there is a severe and imminent threat to the health or safety of students and/or staff of Caliber Beta, and makes such determination in writing, per Cal. Ed. Code §47607(d), it may take immediate action to assure the safety and well-being of the students, staff, and community, consistent with 5 CCR §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 Cal. Ed. Code §§47607(d) and/or (e).
- 25.3. During the period prior to revocation, Caliber Schools shall have the opportunity to work with the CCCOE or County Board to address the concerns and develop a plan to remediate all areas to the reasonable satisfaction of the County Board.

26. Caliber Beta Closure

- 26.1. At all times it is operational during the Charter Term, Caliber Schools will maintain a description of the procedures to be used in the event Caliber Beta closes, and provide such procedures to CCCOE as specified in Schedule A and post them as specified in Schedule B. Procedures must be compliant with requirements contained in 5 CCR §11962, and consistent with the content of the Charter.
- 26.2. If Caliber Beta is to close permanently for any reason (i.e., voluntary surrender, non-renewal, or revocation), the CCCOE on behalf of the County Board shall serve written notice on Caliber Schools that the closure procedures have been invoked. Caliber Schools will immediately identify to the CCCOE the specific individual who is responsible for coordinating Caliber Beta's close out activities. CCCOE will identify a staff person who will work with Caliber Beta to accomplish all close out activities.
- 26.3. Caliber Schools expressly acknowledges the right of the CCCOE, on behalf of the County Superintendent of Schools (pursuant to Cal. Ed. Code §47604.4), to gain full access and copies of all student and business records concerning Caliber Beta 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 dispute resolution process described herein supersedes that included in the Charter for disputes between and among Caliber Schools, CCCOE and/or the County Board.
- 27.2. In the event of a dispute between Caliber Schools and the CCCOE and/or the County Board relating to the Charter or this MOU, which does not involve revocation, 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 Section 33 of this MOU.
- 27.2.2. Caliber Beta's designated representative shall meet with the CCCOE's designated representative within thirty (30) days of the date of the written notice to attempt informal resolution of the dispute.
- 27.3. By mutual agreement, in writing, the parties may engage the services of a third-party mediator to assist with informal resolution of the dispute. The costs of the mediation shall be borne 50/50 by the County Board and Caliber Schools.
- 27.4. If a dispute between Caliber Public Schools and CCCOE 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, then any party shall have the right to take the matter to binding arbitration. Arbitration shall proceed according to the following timeline:

- 27.4.1. No later than ten (10) calendar days after the request for arbitration, unless agreed otherwise by the parties in writing, the parties shall choose a mutually acceptable arbitrator from a list obtained from the State Mediation and Conciliation Service.
- 27.4.2. Within ten (10) calendar days after the arbitrator is selected, the parties shall choose a mutually agreeable date and site for the arbitration.
- 27.5. The costs of the arbitrator shall be borne 50/50 by the County Board and Caliber Public Schools.

28. Severability

- 28.1. 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.

29. Venue

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

30. Non-Assignment

- 30.1. 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.

31. Amendment and Waiver

- 31.1. 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 the Caliber Schools.
- 31.2. 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.
- 31.3. 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.

32. Captions and Section Headings

- 32.1. 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.

33. Notification

- 33.1. 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, unless allowed or required to be submitted electronically by CCCOE:

To the County Board at:
Contra Costa County Board of Education
77 Santa Barbara Rd
Pleasant Hill, CA 94544
Attn: Board President

To the CCCOE at:
The Charter Schools' Office
Contra Costa County Office of Education
77 Santa Barbara Rd

Pleasant Hill, CA 94544
Attn: Contra Costa County Superintendent of Schools

To Caliber Schools at:
1800 Elm Street
El Cerrito, CA 94530
Attn: Ms. Jennifer Moses

34. Entire Agreement; Counterparts

34.1. 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 copies of signature pages transmitted to other Parties of this MOU shall be deemed equivalent to original signatures on counterparts.

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.

12/4/18
Date

Jennifer Moses
President or Designee, [name] for Caliber Schools
JENNIFER MOSES, CEO

12/05/18
Date

[Signature]
Superintendent of Schools or Designee, [name]
for the Contra Costa County Office of Education



SCHEDULE A

Charter School Reporting and Monitoring Activity

All information and documents listed below are to be submitted to the Contra Costa County Office of Education Charter Schools Office (CSO) by the DUE DATE shown, unless another date is specified. If there has been no change to a required submission, a confirmation of "no change" is still required. Some information and documents (checked in last two right columns) must be updated within ten (10) business days of the date any changes are approved by the school and/or organization either in the charter school's website, directly to the Charter Schools Office by email or BOTH.

ITEM	DESCRIPTION	DUE DATE	WEBSITE (post)	CCCOE (email)
ACADEMIC PROGRAM				
Academic Calendar	Calendar of academic year showing holidays, recess periods, staff development days, etc.	August 15 th	✓	✓
Accreditation	Documentation of current status of WASC accreditation (<i>High Schools Only</i>)	August 15 th	✓	
Independent Study Program Verification	Documentation verifying compliance with independent study requirements as required by MOU - (<i>If applicable</i>)	August 15 th		✓
Instructional Minutes	Current time in which students are participating in an approved course, curriculum, or educationally related activity under the direction of a teacher	August 15 th		✓
LCAP Final	Local Control and Accountability Plan, using state template (to be submitted with budget)	End of the last week of June.	✓	✓
SARC	State-mandated School Accountability Report Card	February 1 st		
SELPA Verification	Letter of verification of good standing in a Special Education Local Planning Area (SELPA)	August 15 th		
State Assessments	Results from statewide assessments	August 15 th		
ADMINISTRATION				
Certification of Employee Screening	Certification that all (new) employees have been subject to criminal background check (FBI and DOJ) and tuberculosis risk assessment (and examination if necessary)	August 30 th		✓
Employee Handbook	Personnel policy/ies and/or documentation provided to all employees regarding terms of employment; including mandated child abuse reporting, non-discrimination, sexual harassment, and complaint procedures	August 1 st		✓
Proof of Insurance	Certificate of insurance in the amounts required by the MOU; [authorizing agency] as additional insured	August 1 st		✓
Risk Management Plan	Policies and practices to prevent and address reasonably foreseeable risks and incidents occurrences, plus certification that such policies	August 1 st		✓

ITEM	DESCRIPTION	DUE DATE	WEBSITE (post)	CCCOE (email)
Mandated Reporter Training	and practices have been instituted Per Assembly Bill 1432 and Ed. Code Sec. 44691, charter schools must provide annual training to their employees in child abuse detection and mandated reporting obligations under the Child Abuse and Neglect Reporting Act.	August 30 th		✓ Date provided and by whom?
Comprehensive School Safety Plan	Per Ed. Code Sec. 32281, charter schools have the obligation to have a comprehensive school safety plan in place, which must address child abuse reporting procedures.	August 30 th		✓
Teacher Credentials	Provide the required information on all instructional personnel (e.g., teaching certificate)	August 30 th		✓

ADMISSION AND ENROLLMENT

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	December 15 th	✓		
Application Form	Current printed, downloadable or on-line form to apply for admission to the school	December 15 th	✓		
Enrollment Projections	Enrollment projections for next year	February 1 st		✓	
List of Enrolled Students	List of enrolled students including name, address, ethnicity, and subgroup and Special Education status.	October 15 th		✓	
Notices to Parents/Guardians	Copies of all mandated notices to parents and guardians, including those required under NCLB and other applicable law (examples: Title I, English learners, special education, etc.)	August 15 th	✓		
Required Documents for Enrollment	List of information and documents required to complete enrollment of admitted students	December 15 th	✓		
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 15 th	✓		

ADOPTED BOARD POLICIES

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	August 1 st	✓	✓	
Conflict of Interest Policy	Conflict policy compliant with Charter Political Reform Act	August 1 st	✓	✓	
English Learner Policy	Procedures to ensure compliance with legal requirements, including identification, placement and reclassification; consistent with Charter	August 1 st		✓	
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	August 1 st		✓	

ITEM	DESCRIPTION	DUE DATE	WEBSITE (post)	CCCOE (email)
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	August 1 st		✓
Public Records Act Policy	Procedures to implement the California Public Records Act	August 1 st		✓
Rehabilitation Act §504 Policy	Procedures to ensure compliance with legal requirements; consistent with Charter	August 1 st		✓
Special Education Policy	Including procedures compliant with IDEA and requirements of SELPA; consistent with Charter	August 1 st		✓
Student Discipline Policy	Policies and procedures for student discipline, including behavior expectations, suspension/expulsion standards, and due process; including procedures for students with disabilities	August 1 st	✓	✓
Student Free Speech Policy	Standards and procedures regarding student free expression, consistent with applicable state and federal law	August 1 st		✓
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	August 1 st		✓

ATTENDANCE REPORTING

PENSEC Report	Attendance report for new charter or significantly expanding charter	1 week before CDE deadline (July)		
20-Day Attendance	Attendance report for new charter or significantly expanding charter for first 20 days of instruction	1 week before CDE deadline (October)		
Annual Apportionment (P-Annual)	Attendance report for annual attendance accounting period, in CDE format	1 week before CDE deadline (July)		
First Principal Apportionment (P-1)	Attendance report for first attendance accounting period, in CDE format	1 week before CDE deadline (January)		
Monthly ADA Summary	Electronic documentation of monthly ADA Summary	15 th of each month		
Second Principal Apportionment (P-2)	Attendance report for second attendance accounting period, in CDE format	1 week before CDE deadline (April)		

BOARD GOVERNANCE

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	August 30 th	✓	✓
Board Roster	Names and email addresses of all board members, with end date for current term of	August 30 th	✓	✓

ITEM	DESCRIPTION	DUE DATE	WEBSITE (post)	CCCOE (email)
	service, officers and committee assignments identified.			
Board Training	Verification of annual Brown Act and Political Reform Act training for board and leadership	August 30 th		✓
Bylaws	Latest version approved by the governing board (if updates from previous year)	August 30 th		✓
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	Within 2 business days of approval	✓	✓
CLOSURE PROCEDURES				
Identification of Point of Contact for Closure Activities	Name, phone, email, fax and postal address for primary contact in event of school closure (if updates from previous year)	August 1 st		✓
Procedures to Be Used in Event of School Closure	Plan for school closure, consistent with charter provisions (if updates from previous year)	August 1 st		✓
FACILITIES				
Updated Facility Inspection	School site passes, to satisfaction of [authorizing agency] staff, updated facility inspection based on published standards (if charter school renovates or adds classrooms at existing site; new site requires material revision of charter)	1 week prior to opening of new school year		
FINANCIAL REPORTING				
Annual Audit	Annual independent financial audit	December 15 th for prior fiscal year		✓
Adopted Budget	Final budget for first fiscal year of operation; completed using CCCOE template (i.e., MYP, Cash Flow, LCAP and special education)	Mid- June		✓
First Interim Report	Report on first period revenues and expenditures; completed using CCCOE template, with additional information as requested (i.e., special education)	1 week before CDE deadline (December)		✓
Independent Auditor Selection	Notification of independent auditor selected for annual audit	April 1 st		✓
Second Interim Report	Report on second period revenues and expenditures; completed using CCCOE template, with additional information as requested (i.e., special education)	1 week before CDE deadline (March)		✓
Unaudited Actuals	Report on prior year revenues and expenditures; completed using CDE template	1 week before CDE deadline (September)		✓
REPORTS TO OTHER AGENCIES				
Reports to Other State Agencies	Copies of all reports or documents that the Charter School is required to submit to any public agency in California, including Annual Charter School Information Survey, claims for facilities reimbursement to CSFA, etc.	When submitted to the state or other public agency		✓

ITEM	DESCRIPTION	DUE DATE	WEBSITE (post)	CCCOE (email)
ORGANIZATION				
Organizational Chart	Structure of organization from governing board to classroom teacher, including Charter Management Organization, if applicable.	August 30 th		✓
School Contact Information	School contact information: school leader name, school phone, school fax, school leader emergency phone, leader email, school address, office hours	August 30 th	✓	✓
School Leadership Information	Roster of school leadership that includes phone number and email address for: <ul style="list-style-type: none"> ▪ School leader ▪ Assistant leader (Vice Principal, Assistant Principal, etc.) ▪ On-site Coordinators and/or Coaches ▪ Designated Special Education Coordinator ▪ Designated English Learner Coordinator ▪ Designated Section 504 Coordinator ▪ Designated Homeless Coordinator ▪ Office Manager ▪ Operations Manager ▪ Primary Finance/Accounting contact ▪ Primary Human Resources contact ▪ Primary Attendance reporting contact 	August 30 th	✓	✓



SCHEDULE B

SUMMARY of Electronic Postings to Website

Below is a summary of all information and documents that need to be posted on the Charter School's website from the initial date specified in pre-opening conditions (Schedule C) throughout the term of the charter (Schedule A) and all subsequent renewals (see schedules for actual due dates). As noted in the table, some information and documents must be updated within ten (10) business days of the date changes are approved.

ITEM	DESCRIPTION	SCHEDULE A	WITHIN 10 BUSS. DAYS
Academic Calendar	Calendar of academic year showing holidays, recess periods, staff development days, etc.	✓	✓
Accreditation	Documentation of current status of WASC accreditation (<i>High Schools Only</i>)	✓	
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		
LCAP Final	Most recent LCAP or annual update	✓	✓
School Accountability Report Card	Most recent SARC	✓	
Staff Roster	List of current teachers, aides, coaches and other student services personnel with current assignments		✓
Admission/ Enrollment Policy	Procedures for admission and enrollment of students in the school, including assurances of non-discrimination		
Complaint and/or Dispute Resolution Policy	Including procedures and forms; must include Uniform Complaint Procedure; may include other forms and systems established by school	✓	✓
Conflict of Interest Policy	Conflict policy compliant with Charter and California Political Reform Act	✓	
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		
Public Records Act Policy	Procedures implementation of California Public Records Act		

ITEM	DESCRIPTION	SCHEDULE A	WITHIN 10 BUSS. DAYS
Student Discipline Policy	Policies and procedures for student discipline, including behavior expectations, suspension/expulsion standards, and due process; including procedures for students with disabilities		
Student Free Speech Policy	Standards and procedures regarding student free expression, consistent with applicable state and federal law		
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		
School contact information	Name, phone, email and fax for school leader and office manager. Physical and mail address of school. Office hours.	✓	✓
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	✓	✓
Board roster	Names and email addresses of all board members, with terms of service, officers and committee assignments identified.	✓	✓
Final charter	Final copy of charter correctly referencing The County Board and CCCOE (without appendices)		
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	✓	
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	✓	✓
Application Form	Current printed, downloadable or on-line form to apply for admission to the school	✓	✓
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.)	✓	
Required Documents for Enrollment	List of information and documents required to complete enrollment of admitted students	✓	✓
Student/ Family Handbook	Material provided to students and families regarding school policies, procedures and expectations; including attendance, discipline, parent volunteers, electronics, dress codes, etc.	✓	✓



SCHEDULE C

Financial Summary

✓	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"> 1. Source of Data. <i>(Example: School Services of California dartboard)</i> 2. Change and cause. <i>(Example: health benefit costs increased from and estimated 15% at budget adoption to 18% at first interim based on actual renewal rates from ABC group.)</i> 3. Effect. <i>(Example: resulting in a health benefit cost increase of \$3,000.)</i>
	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 ADA.
	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 multiyear 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 is funded with one-time resources, explain how the one-time resources will be replaced to continue funding the on-going expenditures in the following years.



CONTRA COSTA COUNTY OFFICE OF EDUCATION
SCHEDULE D
Charter-Specific Conditions

The conditions under which the Charter was granted were specified in the adopted resolution of the Contra Costa County Board of Education approving the charter. Should the County Board determine that the Non-Profit has failed to comply with Item 1, the action granting the Charter shall be nullified and the Charter deemed not to have been granted. Failure to comply with conditions 1 and 2 shall be considered grounds for revocation of the charter.

ITEM	DESCRIPTION	DUE DATE
1. MOU	Finalize a Memorandum of Understanding (MOU) among <i>Caliber Schools</i> , the County Board of Education and the County Superintendent.	November 15, 2018
2. TK	<p>Caliber Beta will serve all grade levels served by the West Contra Costa Unified School District at the elementary and middle schools levels. This includes TK, which is currently not offered by Caliber Beta. Caliber Beta will advertise and recruit TK students at such a time that Caliber Beta reasonably determines that it operates from facilities sufficient to maintain that program, and provide copies of materials to the Contra Costa County Office of Education.</p> <p>By July of the year when TK operation will commence, Caliber Beta will provide an outline of its plans for TK programming and curriculum to the Contra Costa County Office of Education. Said TK programming and curriculum will be based on California's current Preschool Learning Foundations.</p>	At such a time that Caliber Beta reasonably determines that it operates from facilities sufficient to maintain a TK program.