

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
CONTRA COSTA COUNTY BOARD OF EDUCATION AND
INVICTUS ACADEMY OF RICHMOND**

This Agreement (or Memorandum of Understanding or "MOU") is executed by and between the Contra Costa County Board of Education ("County Board") and Invictus Academy of Richmond ("IAR"), collectively referred to as the "Parties."

RECITALS:

- A. The Contra Costa County Board of Education granted the charter for the IAR on September 27, 2017 for a five-year term from July 1, 2018 through June 30, 2023 ("Charter") with conditions on opening and operation set forth and agreed upon herein in this MOU.

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

AGREEMENTS:

I. TERM AND RENEWAL

- A. The IAR will commence its first year of operation between July 1 and September 30, 2018, subject to conditions specified by the County Board and reflected in this MOU.
- B. This MOU shall commence on the date upon which it is fully executed and shall run concurrently with the five-year term of the approved Charter.
- C. Any modification of this MOU must be in writing and executed by duly authorized representatives of both Parties specifically indicating the intent of the Parties to modify this MOU.
- D. The duly authorized representative of IAR is the IAR Executive Director, or the Board of Directors of the IAR. For purposes of amendment of this MOU, the Board of Directors is required to take action.
- E. The duly authorized representatives of the County Board is the Contra Costa County Superintendent of Schools, or designee. For purposes of amendment of this MOU, the County Board is required to take action.
- F. This MOU will continue in effect until mutually modified in writing except that the MOU shall terminate upon the expiration, rescission, or revocation of the Charter. Amendments to the MOU may be made upon written agreement of both Parties.

II. OTHER CONDITIONS OF APPROVAL

A. Means to Achieve Racial/Ethnic Balance Reflective of the District

1. Provide for the Contra Costa County Office of Education staff (“Staff”) review all brochures, flyers, and other marketing material that ensure that special education, foster youth, English Learners and other underserved students will not be excluded from recruitment as part of the outreach and enrollment process.
2. Identify the specific community organizations that will be contacted along with a timeline for meetings and contacts to be engaged.
3. Identify the number, location and timeline of hosted information sessions.
4. Identify parent leaders, how these individuals were recruited, and what training and support they will receive.
5. Describe the steps that will be taken to insure that the charter school will not discriminate as part of its recruitment and enrollment process, specifically what information is required on the student interest form, application form(s) and all other information-gathering documents.

B. Staff Recruitment

1. The Petitioner must submit the names, credentials and teaching assignments of all teaching staff members, including special education, English Learner, and lead/mentor teacher assignments prior to commencing operations.
2. The Petitioner must submit their plan to address the needs of special education, English Learner and lead/mentor teacher assignments, prior to commencing operations.
3. The Petitioner must submit a plan for teacher retention, filling of vacancies, and requirement and retention of substitute staff, prior to commencing operations.

C. Administrative Experience

1. As a condition of opening the school, the Petitioner must identify an administrative coach who will support the operations of the charter school. A contract for these services including the scope of service, number of consultation hours, frequency of participation in leadership activities and site/classroom visits must be provided to Staff.

D. Instructional Program

1. As a condition of opening, the Petitioner will hereby certify its status as an independent charter for purposes of special education and shall not be a public school of the Contra Costa County Office of Education (“CCCOE”).
2. The Petitioner must apply for membership in a charter SELPA or other multi- LEA SELPA, including WCCUSD if mutually agreeable.
3. As a condition of opening, the Petitioner must submit a plan for the service of special education students including hired staff members, their assignments, SELPA support services and other support services necessary to meet the needs of these students.

E. English Learners

1. As a condition of opening, the Petitioner shall consult with the CCCOE English Learners support team for the purpose of establishing curriculum, specific assignments, and a schedule for monitoring student progress.

F. Parent Representation

1. The charter shall provide for the election of a parent board representative by the parents/guardians of the enrolled students, as a means to provide active and effective representation of interested parties, including, but not limited to parents (guardians).

G. Independent Study

1. Petitioner shall adhere to language within this MOU, which verifies that the K-12 public school guidelines of independent study will be met including annual audit, ratio of ADA to FTE, written apportionment policies and teacher supervision requirements. See Independent Study later in this MOU.

H. Parent/Teacher Consultation

1. The Petition shall submit how the school will consult with parents and teachers, on a regular basis, regarding the school’s educational programs.

I. Facilities

1. Petitioner shall submit evidence of the type and projected cost of the facilities that may be available in the location of the proposed charter school. It is our understanding that facilities in the WCCUSD area are difficult to acquire. For this reason, the MOU should include details about the reasonable costs for acquisition or leasing of facilities to house the school, taking into account the facilities the charter school may be allocated under the provisions of EC 47614.
2. As a condition of opening, the Petitioner must submit a signed lease agreement or other evidence of a specific school site along with a description of how this site will support

the educational program and other requirements of the Petition.

3. As a condition of opening, the Petitioner must submit a list of the students enrolled and those on a waiting list if any.
4. No later than 1st of May prior to initial opening (or as otherwise mutually agreed upon between the Parties) the IAR will provide Staff a signed lease or similar document. The document must indicate the IAR's right to use the principal school site and any ancillary facilities identified by the IAR for at least the first year of the IAR's operation. Additionally, IAR must provide evidence that the facility will be adequate for the IAR's needs.

Prior to commencing operations, the IAR must demonstrate that it has substantially complied with applicable specified actions and provided required documentation as listed in Attachment B, the "Document Review Checklist," under the column "Required Prior to School Opening."

The CCCOE staff will visit the IAR facility for an inspection and review prior to the time the IAR is scheduled to open. The pre-opening review will take place no later than 30 days prior to the anticipated school start date. IAR must demonstrate that it has substantially complied with the "Pre-opening Site Inspection Checklist" in Attachment A. The IAR may not commence operations without written authorization from the CCCOE.

If the CCCOE has any concerns with the IAR's compliance with the pre-opening requirements, the Parties shall work together in good faith to reach mutual agreement of IAR's compliance and authorization to commence operations.

J. Teacher Credentialing

1. The Petitioner shall submit language describing all non-core classes.

K. Pupil Fees

1. Provide a description of the prohibition to collect any pupil fees, the limitations on requirements to pay pupil fees for participation in educational activities, and student-fee complaint procedures.

L. Other Authorizer Conditions

1. Develop a suicide prevention policy.
2. Administrator hiring requirements will state that the "ideal" candidate would have 3 years of experience for administrative and teaching positions.
3. Submit a description about policies for free or reduced lunch application processing.
4. Submit process for the annual evaluation of the Executive Director.

5. IAR will stay current with new legal requirements applicable to charter schools as they are enacted.

III. GOVERNANCE AND ORGANIZATIONAL MANAGEMENT

A. Use of Funds

The IAR will use all revenue received from the state and federal sources only for the educational services specified in the charter and this MOU for the students enrolled and attending the IAR.

B. Insurance

IAR 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 the Charter School:

Property Insurance – against fire, vandalism, malicious mischief and such other perils as are included in ‘special form’ coverage insuring all of the Charter 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.

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 Non-Profit’s premises and operations. IAR shall also maintain errors and omissions/educators legal liability, sexual abuse and molestation coverage, and employment practices liability of Non-Profit, its governing board, officers, agents, or employees of the Charter School with limits of not less than the amount stated above.

Workers' Compensation -In accordance with the provisions of the California Labor Code, insurance adequate to protect IAR 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.

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.

All liability insurance policies required under this section shall be endorsed to name the County Superintendent of Schools and its employees and agents as additional insureds and that such insurance policies shall be primary and any insurance or self-insurance maintained by County Superintendent of Schools and/or his/her employees shall not be required to contribute with it.

C. Special Education

IAR shall notify the County Superintendent of Schools of its plan for meeting its obligations to serve students with disabilities. IAR 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 the Charter School.

If operating as an LEA within a SELPA or as a SELPA, IAR agrees to defend and to hold harmless the CCCOE and its 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 the Charter School.

IAR shall develop, maintain, and implement policies and procedures to ensure that eligible students with disabilities are properly identified, and assessed by qualified assessors. IEPs or 504 Plans for the students must be 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.

D. Independent Study

The Charter School 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 of three or more days in duration. 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 charter schools.

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 Cal. Ed. Code §§51745, et seq.), and applicable regulations.

E. Financial Operations

Non-Profit is required by Cal. Ed. Code §47604.33 to submit periodic financial reports of revenues, expenditures, and reserves. In order to meet statutory timelines for financial reporting, the Charter shall submit such reports to Staff for review, using the state software or the Charter School Alternative Reporting form, as specified in Schedule A. Specified back-up information shall be consistently provided for each reporting period.

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,

Non-Profit shall maintain reserves of no less than three percent (3 %) for the Charter School

based upon the total expenditures and other uses of Non-Profit'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

Staff 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 Non-Profit for the Charter School, interviews with the management of Non-Profit, Non-Profit employees working at the Charter School including the site principal, and the Charter School's students and parents, as well as observation of instruction in the classroom(s).

F. Material Revisions to Charter

Changes to the Charter deemed to be material revisions, as determined by the CCCOE based on the criteria below, may not be made without prior approval from the County Board per Cal. Ed. Code §47607. Changes to the Charter considered as material revisions include, but are not limited to, the following:

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 STEM, language immersion, grade level grouping, arts integration, etc.
2. Adding a classroom-based or non-classroom based program and/or facility not expressly authorized by the Charter.
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.
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.
5. Changes to location of facilities, including the opening of a new facility.

6. Changing the name of the Charter School.
7. Entering into a contract to be managed or operated by any other non-profit public benefit corporation (or any other corporation or entity), such as an Educational Management Organization or a Charter Management Organization other than Non-Profit.
8. Substantial changes to admission requirements and/or enrollment preferences identified in the Charter.
9. Substantial changes to the governance structure as described in the petition and/or 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.
10. Changes to the Charter not deemed to be material revisions may be made by Non-Profit following notification to COUNTY BOARD. Such notice shall be provided, in writing, at least five business days in advance of the Non-Profit 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.

G. Hold Harmless

The Charter School shall hold harmless, defend, and indemnify the Contra Costa County Office of Education (CCCOE), its officers, agents and employees and Board, 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 Non-Profit and/or the Charter School, its officers, employees or agents. In cases of such liabilities, claims, or demands, Non-Profit, at its own expense and risk, shall defend with legal counsel satisfactory to County Superintendent of Schools all legal proceedings which may be brought against the CCCOE and its officers and employees (who will cooperate fully with Non-Profit's 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 CCCOE or its officers and employees arising out of the gross negligence or intentional acts, errors, or omissions of the County Office of Education or its directors, employees, officers and agents.

The CCCOE shall hold harmless, defend, and indemnify the Charter School, 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 to the extent caused by any act, neglect, default, or omission of the County Office of Education, its officers, employees or agents. In such cases of such liabilities, claims, or demands, CCCOE, at its own expense and risk, shall defend with legal counsel satisfactory to Non-Profit all legal proceedings which may be brought against Non-

Profit, its board, officers, and employees, who will cooperate fully with the 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 Non-Profit and/or the Charter School arising out of the gross negligence or intentional acts, errors, or omissions of Non-Profit, its board, directors, employees, officers and agents.

IV. DISPUTE RESOLUTION

It is expressly agreed by the parties that dispute resolution process described herein supersedes that included in the Charter for disputes between Non-Profit and IAR/CCCOE. In the event of a dispute between Non-Profit and the IAR/CCCOE 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:

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.

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

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 a dispute between Non-Profit and IAR/CCCOE 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: 27.3.1. 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.

Within ten (10) calendar days after the arbitrator is selected, the parties shall choose a mutually agreeable date and site for the arbitration.

The costs of the arbitrator shall be borne 50/50 by the IAR/Non-Profit and CCCOE.

V. SEVERABILITY

The terms of this MOU are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the MOU shall remain in effect, unless mutually agreed otherwise by the Parties. The Parties agree to meet to discuss and resolve any issues or differences relating to provisions in a timely, good faith fashion.

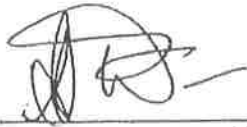
VI. NOTIFICATION

All notices, requests, and other communications under this MOU shall be in writing and delivered to the appropriate parties.

VII. ENTIRE AGREEMENT

This MOU contains the entire agreement of the parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the parties with respect to the subject matter of this MOU. No person or party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement representation or promise by any party hereto which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representations, statements or promises by any of the parties herein or any of their agents or consultants except as may be expressly set forth in this MOU. The Parties further recognize that this MOU shall only be modified in writing by the mutual agreement of the Parties.

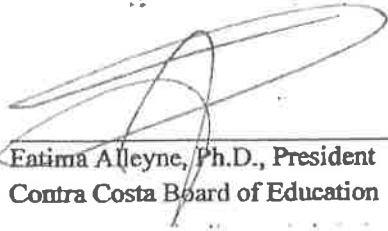
*** Signatures on Following Page ***



Gautam Thapar, Lead Petitioner
Invictus Academy of Richmond

2/5/18

Date



Fatima Alleyne, Ph.D., President
Contra Costa Board of Education

Date

ATTACHMENT A: Pre-Opening Site Inspection Checklist

| General Consideration | | Comments |
|--|--|----------|
| | | |
| Facilities are sufficient to accommodate estimated student enrollment and to carry out the curricular and instruction program envisioned in the charter. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| 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.). | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Facilities include cafeteria or other suitable space for students to eat meals. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Building placement is compatible (i.e. music room is not next to library). | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Facilities are generally conducive to a learning environment. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Site is away from freeways, railways, flight patterns, excessive noise, obnoxious odors, toxic conditions, electromagnetic fields, earthquake faults, flood zones. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Site has good access and dispersal roads. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Site has separate bus loading, parking areas, and parent drop off areas. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Facilities operation permits and certificates, including evidence of inspection by a structural engineer, fire marshal and occupancy certificates, zoning variances, building permits, etc. have been secured. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Site has good access and dispersal roads. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Facilities are sufficient to accommodate the administrative and business functions, including the storage of student and other records, reports, and documents. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |

| General Considerations | | Comments |
|---|--|-----------------|
| 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. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Site and facilities are situated to minimize student contact with adults who do not have appropriate clearances as required by Education Code Section 44237. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Relocatable facilities are single story and meet local seismic safety requirements. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Site has appropriate security (i.e. fencing, adequate lighting, alarms, etc.). | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Facilities are clean, sanitary, and free from conditions that would create a fire, or other hazard. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |

| Building Exterior | | Comments |
|---|--|-----------------|
| | | |
| 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 and 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 | |
| Graffiti or other signs of vandalism to the building are absent. | <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 | |
| 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 | |

| Building Exterior | | Comments |
|---|--|-----------------|
| Signage is adequate for traffic flow and for directions to school offices. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Trees and vegetation provide a clear view of the school; places to hide or to gain authorized 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 | |

| Interior Entrances, Corridors, and Stairs | | Comments |
|---|--|-----------------|
| | | |
| Heating and ventilation systems are adequate for the size of the building and numbers of students. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Electrical system has no major code violations. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Fire alarm system meets applicable local life safety codes; appropriate fire extinguishers exist in the building(s) and inspections are up to date. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Restrooms are conveniently located and accessible to students; toilets are clean and operable | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Bracing of overhead light fixtures, heating and air conditioning vents, etc. comply with local ordinances. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Lighting, including night time 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 | |
| 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 | |

| Classroom | | Comments |
|--|--|----------|
| | | |
| 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.). | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Desks, tables, and chairs are in good repair. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Space is provided to secure computers and other expensive electronic devices. | <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, and 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 | |
| Classrooms are visible to teachers at all times; classroom layout is conducive to quick evacuation. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Additional Comments | | |
| | | |

ATTACHMENT B: Documentation Review Checklist

| Category | Prior to Opening | Site Visit | Other Date |
|--|------------------|------------|------------|
| 1. Governance and Organizational Management | | | |
| 1.1 Organization | | | |
| • School contact information | | | |
| • Organizational chart | | | |
| | | | |
| 1.2 Governing Board Establishment | | | |
| • Articles of Incorporation | | | |
| • Bylaws approved by governing board | | | |
| • Roster/biographies of current board members | | | |
| | | | |
| 1.3 Governing Board Activities | | | |
| • Calendar of governing board meetings | | | |
| • Agendas, verification of public posting | | | |
| • Meeting minutes | | | |
| • Brown Act training verification | | | |
| • Governing board policies in following areas: | | | |
| Conflicts of Interest | | | |
| Parent/student handbook | | | |
| Internal fiscal controls | | | |
| Health and safety plan | | | |
| Notification to parents/guardians | | | |
| FERPA notices | | | |
| Criminal records summaries | | | |
| | | | |
| 1.4 Administration | | | |
| • Descriptions of enrollment and outreach | | | |
| • Enrollment forms | | | |
| • Targeted recruitment of students | | | |
| • Enrollment preferences if any | | | |
| • Insurance coverage | | | |
| • Employee handbook | | | |
| • Employee contracts | | | |
| • EMO contracts | | | |
| • Facilities use agreement(s) | | | |

| Category | Prior to Opening | Site Visit | Other Date |
|--|------------------|------------|------------|
| <ul style="list-style-type: none"> Certificate of Occupancy, building permits, evidence of appropriate zoning | | | |
| <ul style="list-style-type: none"> School Accountability Report Card (SARC) | | | |

| Category | Prior to Opening | Site Visit | Other Date |
|---|------------------|------------|------------|
| | | | |
| 2. Educational Performance | | | |
| 2.1 Education program | | | |
| <ul style="list-style-type: none"> Scope and sequence for all grades | | | |
| <ul style="list-style-type: none"> Complete educational program, including curriculum, instructional materials, professional development plans, and identification of assessments. | | | |
| <ul style="list-style-type: none"> Annual School Calendar | | | |
| <ul style="list-style-type: none"> Daily bell schedule | | | |
| <ul style="list-style-type: none"> Faculty and staff credentials (as applicable) | | | |
| | | | |
| 2.2 Student Achievement Plan | | | |
| <ul style="list-style-type: none"> Draft Student Achievement Plan | | | |
| <ul style="list-style-type: none"> Final Student Achievement Plan | | | |
| | | | |
| 2.3 Annual Update | | | |
| Progress report on student achievement | | | |
| | | | |
| 2.4 Special Education | | | |
| SELPA participation documentation | | | |
| | | | |
| 2.5 Independent Study | | | |
| <ul style="list-style-type: none"> Verification of requirements of law, including: <ul style="list-style-type: none"> Frequency of contact Student/teacher ratios Contracts Evaluation of student work for time value | | | |

| Category | Prior to Opening | Site Visit | Other Date |
|--|------------------|------------|------------|
| 3. Fiscal Operations | | | |
| 3.1 Funding | | | |
| • Verification of funding | | | |
| 3.2 Fiscal Agent | | | |
| • Verification of county office for fiscal agent | | | |
| 3.3 Student Attendance Accounting/Reporting | | | |
| • Attendance Accounting Procedures | | | |
| • First 20 days attendance/supporting documents | | | |
| • P-1 attendance/supporting | | | |
| • P-2 attendance/supporting documentation | | | |
| • P-2 attendance/supporting documentation | | | |
| 3.4 Revenue and Expenditure Reporting | | | |
| • Annual budget | | | |
| • First interim report | | | |
| • Second interim report | | | |
| • Unaudited actuals report | | | |
| 3.5 Annual Audit | | | |
| • Annual independent financial audit | | | |
| 3.6 Oversight Fees | | | |
| • Payment of invoice for oversight fee | | | |
| 3.7 STRS/PERS Reporting | | | |
| • Contract with county office for STRS/PERS reporting | | | |
| 4. Fulfilling Charter Terms | | | |
| 4.1 Material Amendments | | | |
| • Material Amendments if applicable, approved by the governing board and CCCOE Board | | | |

| Category | Prior to Opening | Site Visit | Other Date |
|--|------------------|------------|------------|
| 4.2 CAASPP Testing | | | |
| <ul style="list-style-type: none"> • Verify participation in CAASPP testing | | | |
| | | | |
| 4.3 Site Visits | | | |
| <ul style="list-style-type: none"> • Pre-opening documentation of conditions met | | | |
| <ul style="list-style-type: none"> • Periodic site visit verification of adherence to charter through interviews with staff, students, parents, and community | | | |
| | | | |
| 4.4 Renewal | | | |
| <ul style="list-style-type: none"> • Revised charter petition reflecting most recent statutory changes | | | |
| <ul style="list-style-type: none"> • Student Achievement Plan for next five- year term | | | |
| | | | |
| 4.5 Notice to Cure and Revocation | | | |
| <ul style="list-style-type: none"> • Documentation of corrective actions taken, if applicable | | | |
| | | | |
| 4.6 Closure Procedures | | | |
| <ul style="list-style-type: none"> • Procedures to be used in event of school closure | | | |
| <ul style="list-style-type: none"> • Identification of point of contact for closure activities | | | |