

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**SPECIAL MEETING OF THE BOARD OF EDUCATION**  
**5130 Riverside Drive, Chino, CA 91710**  
**District Board Room**  
**5:00 p.m. – Closed Session • 5:30 p.m. – Special Meeting**  
**January 8, 2018**

**AGENDA**

- The public is invited to address the Board of Education regarding items listed on the agenda. Comments on an agenda item will be accepted during consideration of that item, or prior to consideration of the item in the case of a closed session item. Persons wishing to address the Board are requested to complete and submit to the Administrative Secretary, Board of Education, a "Request to Speak" form available at the entrance to the Board room.
- In compliance with the Americans with Disabilities Act, please contact the Administrative Secretary, Board of Education, if you require modification or accommodation due to a disability.
- Agenda documents that have been distributed to members of the Board of Education less than 72 hours prior to the meeting are available for inspection at the Chino Valley Unified School District Administration Center, 5130 Riverside Drive, Chino, California, during the regular business hours of 7:30 a.m. to 4:30 p.m., Monday through Friday.
- Order of business is approximate and subject to change.

**I. OPENING BUSINESS**

**I.A. CALL TO ORDER – 5:00 P.M.**

1. Roll Call
2. Public Comment on Closed Session Item
3. Closed Session

**Discussion and possible action (times are approximate):**

- a. Conference with Legal Counsel – Anticipated Litigation (Government Code 54956.9(d)(2) and 54954.5(c): One possible case. (Chidester, Margaret A. & Associates) (30 minutes)

**I.B. RECONVENE TO SPECIAL MEETING – 5:30 P.M.**

1. Report Closed Session Action
2. Pledge of Allegiance

**II. ACTION**

**II.A. ADMINISTRATION**

**II.A.1. Allegiance STEAM Academy Thrive Charter School Petition**

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Recommend the Board of Education adopt Resolution No. 2017/2018-34 Amending Chino Valley Unified School District Resolution No. 2017/2018-33 Conditionally Granting the Allegiance STEAM Academy Thrive Charter School Petition and Charter School Memorandum of Understanding Between the Chino Valley Unified School District and Allegiance STEAM Academy

**Motion** \_\_\_\_ **Second** \_\_\_\_

**Preferential Vote:** \_\_\_\_

**Vote: Yes** \_\_\_\_ **No** \_\_\_\_

<b>III. ADJOURNMENT</b>
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Prepared by: Patricia Kaylor, Administrative Secretary, Board of Education  
Date posted: January 5, 2018

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

Student Achievement • Safe Schools • Positive School Climate  
Humility • Civility • Service

**DATE:** January 8, 2018

**TO:** Members, Board of Education

**FROM:** Wayne M. Joseph, Superintendent

**SUBJECT: ALLEGIANCE STEAM ACADEMY THRIVE CHARTER SCHOOL  
PETITION**

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**BACKGROUND**

At its December 14, 2017 organizational meeting, the Board of Education conditionally granted the ASA charter school petition, subject to all of the conditions set forth in Resolution No. 2017/2018-33.

On December 30, 2017, the Governing Board of Directors of ASA charter school took Board action to request certain timelines and conditions of the December 14, 2017, Resolution No. 2017/2018-33 and charter school Memorandum of Understanding be amended.

**RECOMMENDATION**

It is recommended the Board of Education adopt Resolution No. 2017/2018-34 Amending Chino Valley Unified School District Resolution No. 2017/2018-33 Conditionally Granting the Allegiance STEAM Academy Thrive Charter School Petition and Charter School Memorandum of Understanding Between the Chino Valley Unified School District and Allegiance STEAM Academy.

**FISCAL IMPACT**

Loss of ADA and categorical funding for the number of District students who enroll in the Allegiance STEAM Academy Thrive charter school.

**PLEASE NOTE:** Although this is a possible fiscal impact, by law, the Board may not base a decision on the potential fiscal impact. Rather, the decision may only be based on statutory grounds set out in Education Code section 47605.

**CHINO VALLEY UNIFIED SCHOOL DISTRICT FIRST AMENDED RESOLUTION  
NO. 2017/2018-34 TO CONDITIONALLY GRANT THE ALLEGIANCE STEAM  
ACADEMY THRIVE CHARTER SCHOOL PETITION**

WHEREAS, during the organizational meeting of the Chino Valley Unified School District (“CVUSD” or “District”) Board of Education on December 14, 2017, the CVUSD Board of Education conditionally granted the Allegiance STEAM Academy Thrive (“ASA”) charter petition by a vote of 3-2, subject to all of the conditions set forth in CVUSD Resolution No. 2017/2018-33 Adopting Findings of Fact to Conditionally Grant the Allegiance STEAM Academy Thrive Charter School Petition and the Charter School Memorandum of Understanding attached thereto.

WHEREAS, on December 21, 2017, the ASA Board of Directors approved, accepted, agreed to, adopted, and signed the CVUSD Resolution No. 2017/2018-33 Adopting Findings of Fact to Conditionally Grant the Allegiance STEAM Academy Thrive Charter School Petition and approved, accepted, agreed to, adopted, and signed the Charter School Memorandum of Understanding.

WHEREAS, on December 30, 2017, the governing Board of Directors of the ASA non-profit took Board action to request that certain timelines and conditions of the December 14, 2017 CVUSD Resolution No. 2017/2018-33 Adopting Findings of Fact to Conditionally Grant the Allegiance STEAM Academy Thrive Charter School Petition and Charter School Memorandum of Understanding be amended.

WHEREAS, upon amending the December 14, 2017 CVUSD Resolution No. 2017/2018-33 Adopting Findings of Fact to Conditionally Grant the Allegiance STEAM Academy Thrive Charter School Petition and Charter School Memorandum of Understanding, the CVUSD Board of Education shall not consider additional proposed amendments, modifications, or changes.

WHEREAS, this *First Amended Resolution to Conditionally Grant the Allegiance STEAM Academy Thrive Charter School Petition* and the *First Amended Charter School Memorandum of Understanding* are final documents that shall not be modified, amended, or changed in any way.

WHEREAS, if the ASA charter petitioners and the ASA Board of Directors fail to satisfy the conditions and terms of this *First Amended Resolution to Conditionally Grant the Allegiance STEAM Academy Thrive Charter School Petition* and the attached *First Amended Charter School Memorandum of Understanding*, the October 16, 2017 charter petition shall be deemed denied as of December 14, 2017, the date of the CVUSD Board of Education’s conditional grant of the ASA charter petition.

WHEREAS, the Legislature has enacted the Charter Schools Act of 1992, Education Code section 47600 *et seq.*

WHEREAS, pursuant to Education Code section 47605 and California Code of Regulations, title 5, section 11967.5.1, the Chino Valley Unified School District Board of Education is required to review charter petitions submitted to the District and grant or deny the proposed charter within sixty (60) days of receipt of the charter petition.

WHEREAS, the ASA charter school petitioners submitted a charter petition pursuant to Education Code section 47605 to the District on October 16, 2017 for the establishment of a TK-8 charter school.

WHEREAS, the California State Board of Education has developed criteria to be used for the review of charter school petitions presented to the State Board pursuant to Education Code section 47605(j)(2). Education Code section 47605(j)(2) states that “[t]he criteria shall address all elements required for charter approval, as identified in subdivision (b) and shall define ‘reasonably comprehensive’ as used in paragraph (5) of subdivision (b) in a way that is consistent with the intent of this part.” Because the State Board of Education reviews petitions that have been denied by school districts, the District reviews charter school petitions for compliance with the State Board of Education regulations (California Code of Regulations, title 5, section 11960 *et. seq.*).

WHEREAS, the District was required by Education Code section 47605(b) to grant a charter petition if it was satisfied that granting the charter is consistent with sound educational practice.

WHEREAS, in reviewing the ASA charter petition, the District was guided by the intent of the Legislature that charter schools are and should become an integral part of the California educational system and that establishment of charter schools should be encouraged.

WHEREAS, during the special meeting of the CVUSD Board of Education on November 9, 2017, a public hearing on the ASA charter petition was conducted in accordance with the provisions of Education Code section 47605(b), at which time the CVUSD Board of Education considered the level of public support for the ASA charter petition by teachers employed by the District, other employees of the District, and parents, as required by Education Code section 47605(b).

WHEREAS, the CVUSD Board of Education recognized the extensive public support for the ASA charter petition at the November 9, 2017 public hearing, and that charter schools may assist the District in offering diverse learning opportunities for District students. The CVUSD Board of Education carefully considered the potential of the proposed ASA charter school to provide CVUSD students with an education that enables them to achieve their fullest potential.

WHEREAS, in reviewing the ASA charter petition, District staff, working with Superintendent Wayne M. Joseph, and with District legal counsel, reviewed and analyzed all of the information presented by the ASA charter petition and Budget, including materials related to the operation and potential effects of the proposed ASA charter school, and found that *the District was not satisfied*

*that granting the October 16, 2017 ASA charter petition, as submitted, was consistent with sound educational practice for the following reasons:*

- (1) The ASA charter petition, as submitted, presented an unsound educational program for the pupils to be enrolled in the proposed ASA charter school because:**
  - a. ASA’s charter petition and supporting documents appeared to be copied from a variety of internet sources without consistency of purpose or any sense of how it all fits together as a whole, and**
  - b. ASA’s “*STEAM-focused instructional program*” was not likely to be of educational benefit to ASA pupils without adequate STEAM professional development for ASA’s teachers.**
- (2) The ASA charter petitioners were demonstrably unlikely to successfully implement the program set forth in the ASA charter petition because the ASA charter petition presented an unrealistic financial and operational plan for the proposed ASA charter school [Education Code section 47605(b)(2); California Code of Regulations, title 5, section 11967.5.1(c)(3)]:**
  - a. The ASA Budget presented a Year 1 reserve of 0.3%, which failed to meet the legally required financial reserve of 4.0%.**
  - b. The August 24, 2017 Charter Asset Management funding commitment letter of \$4.5 million was based on receivable factoring, was not a legally binding commitment, and was specific to the 2018-2019 school year only. Because successful factoring for amounts budgeted by ASA was dependent upon ASA’s likely overstated enrollment, ASA may have insufficient cash flow to meet ASA’s Year 1 financial obligations.**
  - c. The ASA budgeted special education encroachment was understated by \$100,835, which increased ASA’s budgeted expenses in equal amount, thereby reducing ASA’s 2018-2019 Year 1 fund balance to a financially flawed deficit/negative ending fund balance of (\$89,650). As a result, ASA’s Year 1 Fund Balance Reserve was reduced to a negative (2.0%).**
- (3) The ASA charter petitioners were demonstrably unlikely to successfully implement the program set forth in the ASA charter petition because the ASA charter petitioners personally lacked the necessary background in California TK-8 charter school curriculum, instruction, and assessment. [Education Code section 47605(b)(2); California Code of Regulations, title 5, section 11967.5.1(c)(4)(A)];**

- (4) The ASA charter petition failed to contain reasonably comprehensive descriptions of ten (10) of the fifteen (15) statutorily required elements of a charter petition [Education Code section 47605(b)(5)]:**
- a. The ASA charter petition failed to provide a reasonably comprehensive description of ASA’s educational program because the ASA charter petitioners failed to provide a reasonably comprehensive description of ASA’s target student population, ASA’s instructional approach, ASA’s plan to support English Learner pupils, and ASA’s special education plan. [Education Code section 47605(b)(5)(A); California Code of Regulations, title 5, sections (f)(1)(A), (E), (G), and (H)];**
  - b. The ASA charter petition failed to contain any description of the proposed ASA charter school’s measurable pupil outcomes. [Education Code section 47605(b)(5)(B); California Code of Regulations, title 5, section 11967.5.1(f)(2)];**
  - c. The ASA charter petition failed to contain a reasonably comprehensive description of the proposed ASA charter school’s methods by which pupil progress in meeting pupil outcomes is to be measured because ASA lacked a plan for collecting, analyzing, and reporting data on pupil achievement to school staff and parents/guardians. [Education Code section 47605(b)(5)(C); California Code of Regulations, title 5, section 11967.5.1(f)(3)];**
  - d. The ASA charter petition failed to contain a reasonably comprehensive description of the proposed ASA charter school’s governance structure because ASA’s governance structure failed to ensure there will be active and effective representation of ASA parents and guardians. [Education Code 47605(b)(5)(D); California Code of Regulations, title 5, section 11967.5.1(f)(4)];**
  - e. The ASA charter petition failed to contain any description of the qualifications to be met by ASA’s Speech Language Pathologist Assistant, Instructional Aides, PE Aide/Proctors, and World Language Teachers, in addition to the ASA charter petitioners’ failure to provide a reasonably comprehensive description of the qualifications to be met by ASA’s teaching staff and Director of Business Services. [Education Code section 47605(b)(5)(E); California Code of Regulations, title 5, section 11967.5.1(f)(5)];**
  - f. The ASA charter petition failed to contain a reasonably comprehensive description of the proposed ASA charter school’s admission requirements**

because ASA's public random lottery preferences violated state law. [Education Code section 47605(b)(5)(H); California Code of Regulations, title 5, section 11967.5.1(f)(8)];

- g. The ASA charter petition failed to contain a reasonably comprehensive description of the procedures by which ASA pupils can be suspended or expelled because ASA's pupil discipline policies and procedures violated state and federal law. [Education Code section 47605(b)(5)(J); California Code of Regulations, title 5, section 11967.5.1(f)(10)];**
- h. The ASA charter petition failed to contain a reasonably comprehensive description of the manner in which annual, independent financial audits shall be conducted and the manner in which audit exceptions and deficiencies shall be resolved. [Education Code section 47605(b)(5)(L); California Code of Regulations, title 5, section 11967.5.1(f)(9)];**
- i. The ASA charter petition failed to contain a reasonably comprehensive description of dispute resolution procedures. [Education Code section 47605(b)(5)(N)]; and**
- j. The ASA charter petition failed to contain a reasonably comprehensive description of the procedures to be used if the proposed ASA charter school closes. [Education Code section 47605(b)(5)(O); California Code of Regulations, title 5, section 11962].**

WHEREAS, despite the ASA charter petition's material failures as set out above to comply with Education Code 47605 and California Code of Regulations, title 5, section 11967.5.1, which the CVUSD Board of Education thereby found were sufficient for denial of the ASA charter petition, the CVUSD Board of Education believes that all of the deficiencies in the ASA charter petition can be addressed and remedied to the CVUSD Board of Education's satisfaction in separate Memoranda of Understanding to be entered into between the District and ASA.

WHEREAS, the CVUSD Board of Education believes that all of the deficiencies in the ASA charter petition can still be addressed and remedied to the CVUSD Board of Education's satisfaction in this *First Amended Resolution to Conditionally Grant the Allegiance STEAM Academy Thrive Charter School Petition* and the *First Amended Charter School Memorandum of Understanding*, which is incorporated herein by reference as though fully set forth.

WHEREAS, all of the members of the CVUSD Board of Education have read and fully considered the ASA charter school petition, the ASA Budget, this *Chino Valley Unified School District First Amended Resolution No. 2017/2018-34 to Conditionally Grant The Allegiance STEAM Academy Thrive Charter School Petition* and the *First Amended Charter School Memorandum of Understanding*.



NOW, THEREFORE, BE IT RESOLVED that the CVUSD Board of Education finds that all of the above recitals are true and correct and incorporates them herein by this reference.

BE IT FURTHER RESOLVED that, in order to ensure that the ASA charter petitioners timely remedy all the deficiencies in the ASA charter petition and Budget set forth above, the CVUSD Board of Education hereby grants this *First Amended Resolution to Conditionally Grant the Allegiance STEAM Academy Thrive Charter School Petition* with the stipulation that the charter conditionally granted by the CVUSD Board of Education differs from the ASA charter petition document in the following respects:

1. By **January 15, 2018**, the ASA Board of Directors shall approve, sign, and return this *Chino Valley Unified School District First Amended Resolution 2017/2018-34 to Conditionally Grant the Allegiance STEAM Academy Thrive Charter School Petition* to the CVUSD Superintendent.
2. By **January 15, 2018**, the ASA Board of Directors shall approve, sign, and return the *First Amended Charter School Memorandum of Understanding* between the District and ASA to the CVUSD Superintendent.
3. The ASA Board of Directors shall approve, sign, and return any additional Memoranda of Understanding if required, between the CVUSD and ASA, as prepared by the District.
4. The ASA charter is granted for an initial period of two years of school operation, commencing July 1, 2018 and continuing through June 30, 2020.
5. ASA shall agree to the following admissions preferences in the event of a public random lottery under Education Code section 47605(d)(2)(B) for admission to ASA:
  - a. Beginning January 1, 2019, currently enrolled ASA students (exempt from lottery);
  - b. Beginning January 1, 2019, siblings of currently enrolled ASA students (exempt from lottery);
  - c. Children of ASA staff (exempt from lottery);
  - d. For ASA's initial 2018-2019 year of operation only, children of ASA Founding Members and Founding Board of Directors combined (exempt from lottery; shall not exceed 10% of total enrollment);
  - e. If the Charter School is physically located in the attendance area of a District public elementary school in which at least 50% of the enrollment is eligible for

free and reduced price lunch, then students currently enrolled in that school and students who reside in that elementary school attendance area will be given preference in accordance with Education Code Section 47605.3 (3:1 weighting in lottery); and

- f. Children residing within CVUSD boundaries (2:1 weighting in lottery).
6. ASA shall pay the District an annual fee for the employment of a CVUSD Charter School Coordinator (“Charter School Coordinator Fee”). The Charter School Coordinator Fee is one hundred and fifty thousand dollars (\$150,000.00), inclusive of statutory benefits and Health & Welfare benefits. The Charter School Coordinator Fee shall be due and payable in four installments, each payment in equal amount due on the first day of each fiscal quarter (July 1, October 1, January 1, and April 1), beginning on January 1, 2019.
  7. The ASA Board of Directors shall not at any time create or contract with a Charter Management Organization, Education Management Organization, related parties, or affiliated partnerships.
  8. ASA shall hold harmless, defend, and indemnify the District, its officers, agents and employees, from every demand, liability, claim, causes of action, suits, or liabilities of whatever nature of kind, including, but not limited to actions or investigations by state and federal agencies to recover funds, attorney’s fees and litigation costs, that arise out of or relate to any actual or alleged act, omission, or crime on the part of ASA, or its current and former officers and employees. In cases of such liabilities, claims, or demands, ASA, at its own expense and risk, shall defend with legal counsel approved by the District all legal proceedings which may be brought against the District and its officers and employees, and shall satisfy any resulting judgments up to the required amounts that may be rendered against any of them.

ASA shall not have the legal authority to enter into any contract that would in any way bind the District, or to extend the credit of the District to any third person or party. ASA shall clearly indicate in writing to all vendors and other entities and individuals outside the District with which or with whom ASA enters into any agreement or contract that the financial obligations of ASA under such agreement or contract are solely the responsibility of ASA and are not the responsibility of the District.

ASA shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District, its officers, directors, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter “District” and “CVUSD Personnel”) from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney’s fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment

rendered against District and/or CVUSD Personnel, that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, ASA's performance under this Resolution or the Charter, the condition or use of ASA's facilities, or any acts, errors, negligence, omissions or intentional acts by ASA, its board of directors, administrators, employees, agents, representatives, volunteers, successors and assigns.

9. ASA shall immediately begin the process of developing a Local Control Accountability Plan ("LCAP") pursuant to Education Code section 47606.5, and provide CVUSD staff with written monthly status reports detailing ASA's development of a LCAP commencing January 2, 2018. ASA is not required to submit a completed LCAP until June 30, 2018.

On or before **January 15, 2018**, ASA shall provide CVUSD staff with a written status report detailing ASA's progress in developing a LCAP for the Year 1 2018-19 school year.

10. ASA shall immediately begin to work with Charter Impact, the Business Management and Consulting Services firm that the ASA charter petitioners identify will assist with ASA's "*financial/business services*" at page 118 of the ASA charter petition, or with another financial/business services provider, to remedy the critical financial reserve balance problem identified above at page 3.

The ASA charter petitioners shall also immediately request that Charter Impact or another financial/business services provider assist ASA in timely applying for all available charter school funding to improve the ASA's fiscal condition, including but not limited to the Public Charter School Grant Program funds and the California School Finance Authority Charter School Revolving Loan Fund Program.

On or before **January 15, 2018**, ASA shall provide District staff with written proof that ASA has begun working to remedy the critical financial reserve problems identified above at page 3 and to timely apply for all available charter school funding.

11. To ensure the timely opening of the conditionally granted ASA charter school, the ASA Board of Directors and ASA lead charter petitioners shall complete the following tasks on or before the stated dates:
  - a. On **January 19, 2018**, an ASA representative shall attend the El Dorado Charter SELPA's Potential New Partner Meeting: Cohort 2 (Ontario) meeting located at Hyatt Place Ontario/Rancho Cucamonga, and provide proof of attendance to the District. (<http://charterselpa.org/events/potential-new-partner-meeting-cohort-2-ontario/>.)

- b. On or before **February 1, 2018**, ASA shall identify at least one staff member as a contact person for ASA.
- c. On or before **February 1, 2018**, ASA shall develop and submit to CVUSD staff the following plans and policies for approval by the CVUSD Superintendent:
  - i. An employee recruitment plan.
  - ii. A student recruitment and enrollment plan.
  - iii. Job descriptions including employee qualifications for ASA Speech Language Pathologist Assistants, Instructional Aides, PE Aides/Proctors, and World Language Teachers.
  - iv. Certificated job descriptions including employee qualifications (i.e. elementary teacher, math teacher, science teacher).
  - v. Classified job descriptions including employee qualifications (i.e. secretary, custodian, clerks, health technician, instructional aides).

If the CVUSD Superintendent determines ASA's plans and/or policies to be deficient in any way, ASA may be required to submit additional revised plans and policies until the CVUSD Superintendent is satisfied. The ASA charter petitioners shall obtain the approval of the CVUSD Superintendent for all plans and policies required above prior to June 15, 2018.

ASA's plans and policies shall comply with any and all Memoranda of Understanding identified above on page 6 at Sections 2 and 3.

- d. On or before **March 1, 2018**, ASA shall have five approved members of the ASA Board of Directors.
- e. On or before **March 1, 2018**, the ASA Board of Directors shall hire a CEO/Principal holding a California Administrative Credential and a California Teaching Credential. The CEO/Principal shall hold a Master's Degree or above, with a minimum of five years of public school or charter school administrative and teaching experience.
- f. On or before **March 1, 2018**, ASA shall complete and submit an online application to a SELPA, and provide copies of ASA's SELPA application to the CVUSD Special Education Director.

- g. On or before **March 1, 2018**, the ASA Board of Directors shall begin the process to find a qualified contractor for the school breakfast/lunch program, and provide CVUSD staff with written monthly status reports detailing ASA's search for a qualified contractor for the school breakfast/lunch program.
- h. On or before **March 1, 2018**, ASA shall develop, adopt, and provide the District with copies of ASA Board Policies and Administrative Regulations regarding:
  - i. *Philosophy, Goals, Objectives, and Comprehensive Plans*
  - ii. *Administration*
  - iii. *Business and Noninstructional Operations*
  - iv. *Bylaws*
- i. On or before **March 1, 2018**, ASA shall develop and submit to CVUSD staff an accounting policies and procedures manual. ASA shall adopt the most recent (2017) Fiscal Crisis Management Assistance Team ("FCMAT") *California Charter School Accounting and Best Practices Manual* available at <http://fcmat.org/wp-content/uploads/sites/4/2017/12/2017-Charter-School-Manual-11-27-2017-FINAL.pdf> as ASA's accounting policies and procedures manual for approval by the CVUSD Superintendent.
- j. On or before **March 15, 2018**, the ASA Board of Directors shall hire the following ASA employees:
  - i. The Director of Educational Programs who shall hold a California Administrative Credential and a California Teaching Credential, and hold, at a minimum, a Master's Degree or above, with a minimum of five years of public school or charter school administrative experience and a minimum of five years TK-8 teaching experience.
  - ii. The Director of Business Services who shall hold, at a minimum, a Bachelor's Degree in business, finance, financial accounting, or a related field, and who shall have a minimum of five years of California public or charter school business office experience.
- k. On or before **March 15, 2018**, ASA shall develop, adopt, and provide the District with copies of ASA Board Policies and Administrative Regulations regarding:
  - *All Personnel*

- *Students*
- *Instruction*
- *Facilities*

- l.** On or before **April 1, 2018**, ASA shall investigate and select a student data system.
- m.** On or before **April 1, 2018**, ASA shall review, select, adopt, and order sufficient textbooks and other instructional materials for Kindergarten through 8th grade English Language Arts, English Language Development, Mathematics, Science, Social Science, and other subjects.
- n.** On or before **April 1, 2018**, ASA shall open bank accounts and establish procedures for accounts payable and receivable. Each month thereafter, ASA shall provide CVUSD staff evidence of all funds on deposit, including, but not limited to, monthly bank statements, bank reconciliations, cash receipt journal, and deposits register.
- o.** On or before **April 1, 2018**, ASA shall develop and submit to CVUSD staff the following plans and policies for approval by the CVUSD Superintendent:
  - i.** A detailed operational and financial plan regarding professional development for all ASA teaching staff related to STEAM-based curriculum and instruction, including the minimum required qualifications of the ASA “*administrative team*” that, according to the ASA charter petition at page 18, “*will provide targeted professional development to staff.*”
  - ii.** A detailed educational plan identifying for each subject matter listed at pages 44 and 45 of the ASA charter petition, the distinct measurable pupil outcomes for each grade level, and how students at each grade level will achieve those measurable pupil outcomes.
  - iii.** A revised Budget and cash flow analysis for 2018-2019 Year 1 and 2019-2020 Year 2.

If the CVUSD Superintendent determines ASA’s plans and/or policies to be deficient in any way, ASA may be required to submit additional revised plans and policies until the CVUSD Superintendent is satisfied. The ASA charter petitioners shall obtain the approval of the CVUSD Superintendent for all plans and policies required above prior to June 15, 2018.

ASA's plans and policies shall comply with any and all Memoranda of Understanding identified above on page 6 at Sections 2 and 3.

- p. On or before **April 15, 2018**, ASA shall develop, adopt, and provide the District with copies of ASA Board Policies and Administrative Regulations regarding *Community Relations*.
- q. On or before **May 1, 2018**, ASA shall obtain California Department of Justice charity registration status and Internal Revenue Service 501(c)(3) tax exempt status.
- r. On or before **May 1, 2018**, ASA shall receive and respond to stakeholder input on LCAP, and provide CVUSD staff written proof of such receipt and ASA's response to ASA stakeholder input on ASA's LCAP.
- s. On or before **May 1, 2018**, ASA shall develop and adopt work calendars for all employees.
- t. On or before **May 1, 2018**, ASA shall develop and adopt student academic calendars for the 2018-2019 and 2019-2020 school years.
- u. On or before **May 1, 2018**, ASA shall begin selecting and ordering school supplies, office supplies, and technology supplies for ASA students and staff.
- v. On or before **May 1, 2018**, ASA shall develop and submit to CVUSD staff the following plans and policies for approval by the CVUSD Superintendent:
  - i. Kindergarten through 8th grade STEAM performance tasks that are aligned to the California State Standards and Next Generation Science Standards for approval by the CVUSD Superintendent.
  - ii. Pacing guides for Kindergarten through 8th grade English Language Arts, English Language Development, Mathematics, Science, Social Science, and other subjects.
  - iii. Benchmark assessments for Kindergarten through 8th grade English Language Arts, English Language Development, Mathematics, Science, Social Science, and other subjects.
  - iv. Kindergarten through 8th grade STEAM units that are aligned to the California State Standards and Next Generation Science Standards.

If the CVUSD Superintendent determines ASA's plans and/or policies to be deficient in any way, ASA may be required to submit additional revised plans and policies until the CVUSD Superintendent is satisfied. The ASA charter petitioners shall obtain the approval of the CVUSD Superintendent for all plans and policies required above prior to June 15, 2018.

ASA's plans and policies shall comply with any and all Memoranda of Understanding identified above on page 6 at Sections 2 and 3.

- w. On or before **June 1, 2018**, the ASA Board of Directors shall hire the following ASA employees:
  - i. Director of IT
  - ii. 8 Core Teachers
  - iii. Lead Custodian
  - iv. STEAM Lab Teacher
  - v. 1 Special Education Teacher
- x. On or before **June 1, 2018**, ASA shall develop and adopt student report cards for Transitional Kindergarten through 8th grade.
- y. On or before **June 1, 2018**, the ASA Board of Directors shall contract with professional development groups (i.e. Buck Institution for Education for Project-Based Learning to support STEAM integration).
- z. On or before **June 1, 2018**, the ASA Board of Directors shall investigate and contract for employee health benefit plans.
- aa. On or before **June 1, 2018**, the ASA Board of Directors shall budget for and hire an ASA Attendance Clerk familiar with CALPADS data entry and student record keeping.
- bb. On or before **June 1, 2018**, the ASA Board of Directors shall hire the following ASA employees:
  - i. Office Manager
  - ii. Office Assistant



- iii. Health Technician
  - iv. 1 Special Education Teacher
  - v. Counselor
  - vi. 8 Core Teachers
  - vii. Speech Language Pathologist Assistant
  - viii. Receptionist
  - ix. 2 Custodians
  - x. 1 PE Teacher
  - xi. 1 Drama Teacher
  - xii. 1 Music Teacher
- cc. On or before **June 30, 2018**, the ASA Board of Directors shall hire the following ASA employees:
- i. 4 Instructional Special Education Aides
  - ii. 1 PE Aide/Proctor
  - iii. 4 Proctors
  - iv. 3 World Language Instructors
- dd. On or before **June 30, 2018**, the ASA Board of Directors shall adopt and/or approve the following plans and policies:
- i. Local Control Accountability Plan (Education Code § 47606.5)
  - ii. Revised budget aligned with LCAP for 2018-2019 and 2019-2020 school years
  - iii. Contract for school breakfast/lunch program
  - iv. Student conduct and discipline rules



**NOW THEREFORE, BE IT FURTHER RESOLVED** that the CVUSD Board of Education grants this *First Amended Resolution No. 2017/2018-34 to Conditionally Grant the Allegiance STEAM Academy Thrive Charter School Petition* subject to all of the conditions established above. All decisions regarding ASA's satisfaction of all of the above-enumerated conditions of grant are subject to the sole discretion of the CVUSD Board of Education.

If any of the above conditions are not met, the October 16, 2017 ASA charter petition shall be deemed denied as of December 14, 2017, the date of the CVUSD Board of Education's conditional grant of the ASA charter petition.

Further, should the ASA Board of Directors fail to approve and adopt this First Amended Resolution and the *First Amended Charter School Memorandum of Understanding* on or before January 15, 2018, then the October 16, 2017 ASA charter petition is hereby deemed denied.

The terms of this Resolution are severable. Should it be determined that one or more of the conditions and/or findings is invalid, the remaining conditions and the Board's action shall remain in full force and effect.

**The foregoing Chino Valley Unified School District First Amended Resolution No. 2017/2018-34 to Conditionally Grant the Allegiance STEAM Academy Thrive Charter School Petition was considered, passed and adopted by the CVUSD Board of Education at its meeting of January 8, 2018.**

**GRANTING THE CHINO VALLEY UNIFIED SCHOOL DISTRICT FIRST AMENDED RESOLUTION NO. 2017/2018-34 TO CONDITIONALLY GRANT THE ALLEGIANCE STEAM ACADEMY THRIVE CHARTER SCHOOL PETITION AND APPROVING THE FIRST AMENDED MEMORANDUM OF UNDERSTANDING.**

AYES:                      NOES:                      ABSENT:                      ABSTAIN:

STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO

Wayne M. Joseph, Secretary to the Board of Education of the Chino Valley Unified School District of San Bernardino County, California, hereby certifies that the above foregoing First Amended Resolution was duly and regularly adopted by said Board at a duly noticed meeting thereof held on the 8th of January, 2018 and passed by a \_\_\_\_\_ vote of said Board.

IN WITNESS WHEREOF I have hereunto set my hand and seal this January 8, 2018.

\_\_\_\_\_  
Wayne M. Joseph  
Secretary to the Board of Education

IN WITNESS WHEREOF, I certify that the Allegiance STEAM Academy Board of Directors has adopted, agreed to, and accepted this *Chino Valley Unified School District First Amended Resolution No. 2017/2018-34 and Findings of Fact to Conditionally Grant the Allegiance STEAM Academy Thrive Charter School Petition and the First Amended Memorandum of Understanding* on this January \_\_\_\_\_, 2018.

Signature: \_\_\_\_\_  
Please print name and title:  
On behalf of Allegiance STEAM Academy



5130 Riverside Drive • Chino, CA 91710 • 909.628.1201 • [www.chino.k12.ca.us](http://www.chino.k12.ca.us)  
Student Achievement • Safe Schools • Positive School Climate • Humility • Civility • Service

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BOARD OF EDUCATION: Andrew Cruz • Pamela Feix • Irene Hernandez-Blair • James Na • Sylvia Orozco • SUPERINTENDENT: Wayne M. Joseph

**FIRST AMENDED  
CHARTER SCHOOL MEMORANDUM OF UNDERSTANDING**

**Between Chino Valley Unified School District**

**And**

**Allegiance STEAM Academy, Inc. operating  
Allegiance STEAM Academy Thrive Charter School**

**January 15, 2018**

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Attached:

***FIRST AMENDED SCHEDULE A – Charter School Reporting and Monitoring Activity***

***FIRST AMENDED SCHEDULE B – Electronic Posting of Charter School Documents***

***FIRST AMENDED SCHEDULE C – Charter School Pre-Opening Requirements***

***FIRST AMENDED SCHEDULE D – Charter-Specific Conditions***

## **FIRST AMENDED CHARTER SCHOOL MEMORANDUM OF UNDERSTANDING**

This First Amended Charter School Memorandum of Understanding (“First Amended MOU” and “First Amended Agreement”) is made and entered on or before this 15th day of January, 2018 by and between the Chino Valley Unified School District (“District” and “CVUSD”) and Allegiance STEAM Academy, Inc. (“Non-Profit”). Hereinafter, the District and Non-Profit shall be collectively referred to as “the Parties.” Unless otherwise stated, for the purposes of this First Amended MOU, the terms Charter School and Non-Profit are used interchangeably, with the duties and responsibilities of the Charter School and Non-Profit being the same under this First Amended Agreement.

### **1. Purpose of First Amended Memorandum of Understanding**

- 1.1.** The State of California enacted the Charter Schools Act of 1992 (“The Act”) authorizing the formation of charter schools with the intent that charter 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 District’s governing board, the CVUSD Board of Education, to grant charter petitions under specified circumstances.
- 1.2.** Non-Profit is a California non-profit public benefit corporation (California Secretary of State Entity Number C4040794) which manages and operates the Charter School. Non-Profit is responsible for the Charter School’s compliance with the Charter, with this First Amended MOU, and with state and federal law. Non-Profit shall provide evidence of its legal status and good standing upon request of the District.
- 1.3.** The fundamental interest of the District is, on a continuing basis, to be reasonably assured for the term of the Charter that Non-Profit is: (1) implementing all of the terms and provisions of the Charter as granted; (2) complying with all of the terms and provisions of this First Amended MOU; (3) obeying all requirements of federal, state, and local law; (4) operating prudently and soundly in all respects; and (5) providing a sound education for the Charter School’s students.
- 1.4.** The Parties recognize that there are many matters related to the legally compliant operation of the Charter School and the effective oversight of Non-Profit by the District that go beyond the provisions included in Non-Profit’s Charter and require further clarification. This First Amended MOU is intended to address those matters that may not have been covered in the Charter, to provide guidance to the Charter School on the District’s oversight policies and procedures, and to outline the Parties’ respective fiscal and administrative responsibilities and legal relationships. The District also



acknowledges that the operation of the Charter School is to be solely carried out by Non-Profit.

- 1.5.** To the extent that Non-Profit wishes to contract with the District for any services to the Charter School beyond those specified in this First Amended Agreement, a separate written contract with the District shall be required.
- 1.6.** On December 14, 2017, the CVUSD Board of Education conditionally granted, through CVUSD Resolution No. 2017/2018-33, the Non-Profit's October 16, 2017 charter petition (the "Charter") for the establishment and operation of Allegiance STEAM Academy Thrive Charter School (the "Charter School").
- 1.7.** On December 21, 2017, Non-Profit approved, accepted, agreed to, adopted, and signed the CVUSD Resolution No. 2017/2018-33 and the Charter School Memorandum of Understanding.
- 1.8.** Pursuant to Section 32 of the Charter School Memorandum of Understanding approved by the CVUSD Board of Education on December 14, 2017 and approved, adopted, and signed by Non-Profit on December 21, 2017, Non-Profit took Board action on December 30, 2017 to request that certain timelines and conditions of the Charter School Memorandum of Understanding and CVUSD Resolution No. 2017/2018-33 be amended and modified.
- 1.9.** It is the Parties' explicit intent for this First Amended MOU to supersede the Charter School Memorandum of Understanding approved by the CVUSD Board of Education on December 14, 2017 and approved, adopted, and signed by Non-Profit on December 21, 2017.
- 1.10.** The Parties agree that this First Amended MOU is a full, fair, and accurate representation of the Parties' intent to ensure the timely opening of Charter School for the 2018-2019 school year and for the successful operation of Charter School.
- 1.11.** The Parties agree that Charter School shall not charge tuition, shall be nonsectarian, and pursuant to Education Code section 200 *et seq.*, shall be open to all students regardless of actual or perceived race, ethnicity, national origin, gender, gender identity, gender expression, sexual orientation, religion, socioeconomic status, disability, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code. In addition to these nondiscrimination provisions, the Non-Profit and Charter School shall not discriminate against applicants or employees on the basis of race, ethnicity, color, religion, sex, gender, gender identity, gender expression, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, disability, medical condition, genetic information, military and veteran status, or any other characteristics protected by state or federal law. Non-Profit acknowledges and

agrees that it shall comply with all applicable federal and state nondiscrimination laws and regulations as they may be amended.

## **2. Term of First Amended Memorandum of Understanding**

- 2.1.** This First Amended Agreement shall cover the term of the Charter for the two (2) fiscal years, commencing on July 1, 2018, and ending on June 30, 2020 (“Term”). The “effective date” of the Charter is July 1, 2018. This First Amended MOU will automatically expire upon the expiration, termination, or revocation of the Charter.
- 2.2.** The First Amended MOU and Charter shall automatically terminate if the CVUSD Board of Education determines by CVUSD Resolution at a duly noticed CVUSD Board of Education meeting that Non-Profit violated any term or provision of this First Amended Agreement, that Charter School violated any term or provision of the October 16, 2017 Charter, that Non-Profit violated any term or provision of any Memoranda of Understanding between CVUSD and Non-Profit, or that Non-Profit violated any federal, state, or local law.
- 2.3.** This First Amended MOU between the District and Non-Profit shall include Schedules A, B, C, and D.
- 2.4.** This First Amended MOU is a final representation of the rights and responsibilities of the Parties, and can only be modified by the CVUSD Board of Education by duly executed Resolution.

## **3. Operation of Charter School**

- 3.1.** Charter School is a public charter school that shall be operated pursuant to the Charter and this First Amended MOU and all specific conditions required by the CVUSD Board of Education as stated in the January 8, 2018 CVUSD First Amended Resolution No. 2017/2018-34. The first amended conditions under which the Charter was granted are enumerated in Schedule D to this First Amended MOU. Should the District determine that the Non-Profit has failed to comply with any of these conditions, the action granting the Charter shall be nullified and the Charter deemed to have been denied.
- 3.2.** Charter School shall operate with grades K-8 in the 2018-19 academic year and grades TK-8 for the remainder of the Term. Charter School may enroll 660 students by the end of the Term, as projected in the Charter.
- 3.3.** In the event of a conflict between the law and the terms of this First Amended MOU, the law shall prevail, and any such conflicting terms shall be severed from this First Amended Agreement and nullified. However, to the extent that this First Amended MOU

is inconsistent with any of the terms of the Charter, the terms of this First Amended MOU shall supersede the terms of the Charter.

#### **4. Governance and Management**

- 4.1.** The Charter School shall operate consistent with California Education Code section 47604(a). Non-Profit acknowledges, as is stated in the Charter, that Non-Profit is a separate legal entity and the District, is not liable, under any circumstances, for the debts and/or obligations of Non-Profit or the Charter School, as per California Education Code section 47604(c).
- 4.2.** Non-Profit (California Secretary of State Business Entity Number C4040794) shall maintain non-profit, public benefit corporation status.
- 4.3.** The District reserves the right to appoint a voting representative to the Non-Profit Board of Directors as stated in the Charter and in accordance with California Education Code section 47604(b).
- 4.4.** Non-Profit shall comply at all times with all laws which generally apply to public agencies and to comply with all 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, including but not limited to the Political Reform Act (Cal. Gov. Code §§ 1090 *et seq.*; Cal. Gov. Code §§ 87100 *et seq.*);
  - The Child Abuse and Neglect Reporting Act (Cal. Penal Code §§ 11164 *et seq.*);
  - The Individuals with Disabilities Education Improvement Act (“IDEIA”) (20 U.S.C. §§ 1400 *et seq.*);
  - The Americans with Disabilities Act (42 U.S.C. §§ 12101 *et seq.*);
  - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 794 *et seq.*);
  - The U.S. Civil Rights Act, 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.*);
  - Education Code section 220 *et seq.* (pertaining to nondiscrimination);
  - The Uniform Complaint Procedures (5 C.C.R. §§ 4600 *et seq.*);
  - The Family Educational Rights and Privacy Act (“FERPA”) 20 U.S.C. §§ 1232 *et seq.*);
  - Local Control Funding Formula (California Assembly Bill 97, as codified); and
  - All state and federal laws and regulations concerning the improvement of student achievement, including but not limited to any applicable provisions of the Every Student Succeeds Act of 2015.
- 4.5. Records - Non-Profit agrees that all of its records, including those submitted to the District, shall be treated as public records subject to the requirements of the Public Records Act, as well as California Education Code section 47604.3.
- 4.6. Non-Profit Board of Directors shall not, at any time, create or contract with a Charter Management Organization, Education Management Organization, related parties, or affiliated partnerships.

## 5. **Required Documentation**

- 5.1. Non-Profit shall provide the District with all documents listed and described in Schedule A, attached and incorporated herein by this reference, by the dates specified therein.
- 5.2. Non-Profit shall provide the District with up-to-date versions of all documents listed and described in Schedule A by August 1 of each year of the Term, or as otherwise specified in Schedule A.
- 5.3. In the event of any change in the documents specified below and in Schedule A, an updated version shall be delivered to the District office and emailed within ten (10) business days of the date the change is approved by the Non-Profit Board of Directors:
- *Articles of Incorporation*
  - *Bylaws*

- *Conflict of Interest Policy and all Required Filings of Charter School employees and directives under such Policy*
  - *Roster of Non-Profit Board of Directors and all alternative members*
  - *Schedule of Board of Directors meetings and modifications, including special meetings*
  - *Name and contact information for Charter School leaders (CEO/Principal, etc.)*
  - *Name and contact information for Charter School primary financial contact (Director of Business Services, back-office services provider, etc.)*
  - *Board agendas for all regular, special, and emergency meetings*
  - *Board minutes as adopted for all regular, special, and emergency meetings*
  - *Updated list of all student enrollment*
  - *Updated list of all Charter School employees*
  - *All Budget Filings required by California Education Code section 47604.3*
- 5.4.** Non-Profit shall promptly respond to all inquiries by the District and its designees and any other authorized agency, including but not limited to financial inquiries made to the Charter School.
- 5.5.** Pre-Opening Documentation: Non-Profit shall provide the District with all the documents listed and described in Schedule C, attached and incorporated herein by this reference, by the dates specified therein.
- 5.6.** Providing all documents listed in Schedule C, to the sole satisfaction of District, is a condition of the opening of the Charter School. In the event that the CVUSD Board of Education determines that the Non-Profit has failed to comply with any of these Pre-Opening requirements, the December 14, 2017 action granting the charter shall be nullified and the Charter deemed to have been denied.

## **6. Public Information: Website Posting**

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

## **7. Governing Board Activities**

- 7.1.** The Non-Profit Board of Directors shall conduct all public meetings at such intervals as are necessary to ensure that the Non-Profit Board of Directors is providing sufficient direction to Non-Profit and the Charter School through implementation of effective policies and procedures, but in no event, less than once a month. Board meetings of Non-Profit shall be conducted pursuant to the requirements of the Ralph M. Brown Act (Cal. Gov. Code §§ 54950 *et seq.*) (the "Brown Act").
- 7.2.** Non-Profit shall ensure that all members of the Non-Profit Board of Directors and all administrative support staff, including office clerical staff, 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 and C.
  - 7.2.1.** All agendas and all agenda backup documents, including agendas for approval, shall be provided to the District electronically in advance of the board meeting when posted. All such postings shall be in conspicuous physical location(s), including all school sites and Non-Profit offices, and on Charter School's website, in accordance with the Brown Act.
  - 7.2.2.** Approved minutes of each Non-Profit Board of Directors meetings shall be provided to the District 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.** All Non-Profit Board of Directors meeting agendas and minutes shall be maintained for public inspection at the designated office of Non-Profit during normal business hours and shall be made available promptly upon request in hard copy at all locations of the Charter School.
  - 7.2.4.** The Non-Profit shall make audio or video recordings of all the Non-Profit Board of Directors meetings. Non-Profit shall provide District with copies of such recordings within two (2) business days of the meeting, as specified in Schedule A.

## **8. Human Resources Management**

- 8.1.** Non-Profit is deemed the exclusive employer of the employees of the Charter School for the purposes of the Educational Employment Relations Act (“EERA”) under California Government Code section 3540, *et seq.* Non-Profit agrees that it is solely responsible for employment, management, dismissal, and discipline of its employees.
- 8.2.** Non-Profit shall distribute a copy of its current employee handbook to every employee at the Charter School each year. At a minimum, the handbook shall include a statement that Non-Profit is the exclusive employer of employees and has sole responsibility for employment, management, dismissal, and discipline of its employees. It shall also include, at a minimum, 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 the District and posted on the Charter School’s website at all times, as provided in Schedules A and B.
- 8.3.** At all times during the Term of the Charter, all employees of Non-Profit assigned work with or at Charter School, volunteers who will be performing services at Charter School that are not under the direct supervision of a school employee, and onsite vendors having unsupervised contact with students of Charter School shall submit to background checks and fingerprinting in accordance with California Education Code section 45125.1. Charter School shall provide CVUSD certification that all employees, volunteers, and vendors (as applicable) have clear criminal records summaries to the extent required by law prior to their having any unsupervised contact with Charter School’s students. Charter School shall maintain on file and keep available for inspection during site visits, evidence that Charter School has performed criminal background checks for all employees and documentation that vendors and volunteers have completed and cleared all required criminal background checks prior to any unsupervised contact with students. Charter School shall also ensure that it requests and receives arrest notifications for all employees from the Department of Justice and the Federal Bureau of Investigation to ensure the ongoing safety of the students. Upon request, Charter School shall provide a copy of the Department of Justice or the Federal Bureau of Investigation confirmation of Custodian of Records status for each Custodian of Records.
- 8.4.** As specified in Schedule A and Schedule C, Non-Profit shall provide the District with proof that all of the Charter School’s teachers and administrators 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 by the Act. Non-Profit will have documentation on file of all certificated employee credentials for inspection upon request.

- 8.5.** If Non-Profit offers employees of the Charter School the opportunity to participate in STRS or PERS, Non-Profit shall be responsible for contracting with the San Bernardino County Office of Education for reporting purposes and for payment of all costs that are associated with such reporting.

## **9. Charter School Students**

- 9.1.** Charter School shall be open to all students. The Charter School shall adopt and adhere to anti-discrimination policies that are consistent with law and prohibit unlawful discrimination against any protected group. Protected groups under Title IX and California law are enumerated by California Government Code sections 11135 and 12940, and California Education Code sections 200 and 220, and include actual or perceived sex, sexual orientation, gender, gender identity, gender expression, ethnicity, race, ancestry, national origin, relation, color, mental or physical disability, genetic condition or information, and age, as well as association with a member of any protected class. Additionally, it is the policy of the State of California, pursuant to California Education Code 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 sex discrimination. (Cal. Educ. Code § 231.5.)
- 9.2.** Non-Profit shall make a serious and consistent effort to recruit students to Charter School to achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the District, and shall annually provide documentation of such efforts and the relative success thereof to the District.
- 9.3.** If a Charter School student is expelled or leaves the charter school without graduating or completing the school year for any reason, Charter School shall notify the CVUSD Superintendent of the student's last known address within 30 days (pursuant to Cal. Educ. Code § 47605(d)(3)), and shall maintain records of such notifications during the Term of this First Amended Agreement for District review upon request.
- 9.4.** The Charter School hereby designates the CVUSD Superintendent and designees as having a legitimate educational interest such that they are entitled upon request to access to the Charter School's education records under the Federal Education Rights and Privacy Acts ("FERPA") and related state laws regarding student records. District, Charter School, and their officers and employees shall comply with FERPA and state laws regarding student records at all times.



## **10. Required Disclosures**

- 10.1.** Non-Profit shall immediately notify the District of any potential, anticipated, pending or actual litigation and/or claim, unfair labor practice charge, or any claims against the Charter School made with any agency of the State of California from any party, or notice of potential infraction, criminal or civil action against Non-Profit, the Charter School or any employee, agent or volunteer that may involve or affect Non-Profit or the Charter School. In addition, Non-Profit shall immediately notify District of any request for information by any governmental agency or entity about the Non-Profit or the Charter School.
- 10.2.** If Non-Profit seeks any loans or advance receipt of funds for the Charter School, it shall establish a fiscal plan for repayment in advance of receipt of such loans. Non-Profit shall provide advance written notice to the District specifying its intent to apply for a loan or any advance of funds for the Charter School. Advance notice shall include a description of the need for the loan, the amount, the terms of the proposed loan and repayment, including a cash flow schedule. If a loan is received, Non-Profit shall, at the time of deposit of any sums which are loans to Non-Profit for the Charter School, provide District with all loan documents, all minutes of Non-Profit Board of Directors meetings at which such loan was approved, and a plan for repayment with an updated cash flow schedule.

## **11. Health and Safety Plan**

- 11.1.** Annually on August 1, the Charter School shall provide the following information to CVUSD, make updates as quickly as possible whenever the information changes, and post on the Charter School website a copy of all policies and procedures as follows:
- 11.1.1.** Evidence that Charter School staff have been trained in health, safety, and emergency procedures;
  - 11.1.2.** A calendar of emergency drills for Charter School students;
  - 11.1.3.** Charter School's Student Discipline policies and procedures used by Charter School that relate to due process requirements for any form of discipline;
  - 11.1.4.** Charter School's Child Abuse Reporting policies and procedures and annual training of mandated reporters;
  - 11.1.5.** Charter School's Dress Code policy;
  - 11.1.6.** Charter School's Code of Conduct policy;
  - 11.1.7.** Charter School's Anti-Bullying policy;

- 11.1.8.** Charter School's Tuberculosis Risk Assessment, as required by law;
- 11.1.9.** Charter School's Suicide Prevention and Postvention Policy;
- 11.1.10.** Charter School's health, safety, and emergency plan for students and employees that addresses, at a minimum, fire emergencies, earthquakes and other natural disasters, civil disorder, accidents, injuries, active shooter, and other threats to the health and safety of students and staff;
- 11.1.11.** Charter School's Disaster/Emergency response plan.

## **12. Insurance and Risk Management**

**12.1.** Non-Profit shall procure from an insurance carrier licensed to do business in the State of California or a qualified joint power authority registered with the California Department of Industrial Relations, rated as A.M. Best A-, VII or better, and keep in full force during the term of the Charter, at least the following insurance coverage for itself and the Charter School:

- 12.1.1.** Property Insurance – against fire, vandalism, malicious mischief and such other perils as are included in “special form” coverage insuring all of Non-Profit's trade fixtures, furnishings, equipment and other personal property. The property policy shall include “extra expense” coverage and shall be in an amount not less than 100% of the replacement value. The property insurance policy shall have a limit of not less than twenty-five million dollars (\$25,000,000).
- 12.1.2.** General Liability – In an amount not less than two million dollars (\$2,000,000) per occurrence and twenty five million dollars (\$25,000,000) in total general liability insurance for bodily injury arising out of or connected to the Non-Profit's premises and operations. Non-Profit shall also maintain errors and omissions/educators legal liability, sexual abuse and molestation coverage, and employment practices legal liability coverage of Non-Profit, its governing board, officers, agents, or employees of the Charter School with limits of not less than the amounts stated above.
- 12.1.3.** Workers' Compensation – In accordance with the provisions of the California Labor Code, insurance adequate to protect Non-Profit 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 five million dollars (\$5,000,000) per accident or disease, and five million dollars (\$5,000,000) in the aggregate.

**12.1.4.** Automobile insurance – for all owned (if applicable), non-owned, borrowed, leased or hired automobiles in an amount not less than one million dollars (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

- *Blanket contractual;*
- *Broad form property damage;*
- *Products/completed operations; and*
- *Personal injury*

**12.1.5.** Crime insurance – Non-Profit shall maintain crime insurance in an amount not less than five million dollars (\$5,000,000) in the aggregate, with no self-insured retention, to cover all Charter School employees who handle, process, or otherwise have responsibility for Charter School funds, supplies, equipment or other assets.

**12.1.6.** Cyber Liability insurance – Non-Profit shall maintain cyber liability insurance with limits not less than two million dollars (\$2,000,000) in the aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Charter School employees and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringements of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

**12.2.** In addition, Non-Profit shall institute a risk management plan, including policies and practices to address reasonably foreseeable occurrences, and shall provide the District with such plan and with annual certification that such policies and practices have been implemented at the Charter School.

**12.3.** Non-Profit shall provide certificates of insurance coverage to the District as provided in Schedule A.

**12.4.** All liability insurance policies required under this section shall be endorsed to name the District and its employees and agents as additional insured and that such insurance policy(ies) shall be primary and any insurance or self-insurance maintained by District and/or its employees shall not be required to contribute with it.

### **13. Indemnification**

- 13.1.** Non-Profit and the Charter School shall hold harmless, defend, and indemnify the District, its officers, agents and employees, from every demand, liability, claim, causes of action, suits, or liabilities of whatever nature of kind, including, but not limited to actions or investigations by state and federal agencies to recover funds, attorney's fees and litigation costs, that arise out of or relate to any actual or alleged act, omission, or crime on the part of Non-Profit, Charter School, or its current and former officers and employees. In cases of such liabilities, claims, or demands, Non-Profit, at its own expense and risk, shall defend with legal counsel approved by the District all legal proceedings which may be brought against the District and its officers and employees, and shall satisfy any resulting judgments up to the required amounts that may be rendered against any of them.
- 13.2.** Non-Profit shall not have the legal authority to enter into a contract that would in any way bind the District, nor to extend the credit of the District to any third person or party. Non-Profit shall clearly indicate to vendors and other entities and individuals outside the District with which or with whom Non-Profit enters into an agreement or contract that the financial obligations of Non-Profit under such agreement or contract are solely the responsibility of Non-Profit and are not the responsibility of the District.
- 13.3.** Charter School shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District, its officers, directors, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter "District" and "CVUSD Personnel") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and/or CVUSD Personnel, that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, Charter School's performance under this First Amended Agreement or the Charter, the condition or use of Charter School's facilities, or any acts, errors, negligence, omissions or intentional acts by Charter School, its board of directors, administrators, employees, agents, representatives, volunteers, successors and assigns.
- 13.4.** Pursuant to California Education Code section 47604(c), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of Charter School, or for claims arising from the performance of acts, errors, or omissions by Charter School, if the authorizing entity has complied with all oversight responsibilities required by law.
- 13.5.** The Indemnification provisions 13.1 through 13.4 shall survive the expiration and/or termination of this First Amended Agreement.

## **14. Facilities**

- 14.1.** In the event that the Charter School receives facilities from District, the Charter School shall agree to a Facilities Memorandum of Understanding, as prepared by the District, pursuant to California Education Code section 47614 prior to August 1, 2018.
- 14.2.** District 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.
- 14.3.** In the event that the Charter School seeks to open an additional school site (whether to serve a classroom or non-classroom program), Non-Profit shall submit a request for a material revision of its Charter to the CVUSD Board of Education for approval, pursuant to Section 24 of this First Amended MOU. District Board approval must be obtained before any additional sites can begin operation.

## **15. Food Service and Transportation**

- 15.1.** Charter School shall provide for each needy pupil, one nutritionally adequate free or reduced-price meal during each school day as described under California Education Code section 49550. Needy children shall be defined as those children who meet federal eligibility criteria for free and reduced price meals as defined in California Education Code section 49531.
- 15.2.** Non-Profit shall be solely responsible for all costs of transportation offered by Non-Profit to students who enroll in the Charter School, including but not limited to any and all transportation required in any student IDEIA Individual Education Plan or Rehabilitation Act Section 504 Plan or by state and/or federal law.

## **16. Educational Program**

- 16.1.** Charter School shall implement a rigorous, standards-based, STEAM-focused instructional program, as stated in the Charter. Charter School shall also:
  - 16.1.1.** Provide educationally engaging content taught by well-prepared teachers using effective strategies.
  - 16.1.2.** Develop a Charter School STEAM professional learning plan for all Charter School teachers and administrators. In doing so, Charter School shall facilitate high quality professional learning opportunities for educators to ensure that every student has access to teachers who are prepared to teach and facilitate student learning to the levels of rigor and depth required by the California Next Generation Science Standards (“NGSS”). Professional learning opportunities

shall include professional learning three-dimensional (3D) teaching and learning (Science and Engineering Practices, Disciplinary Core Ideas, and Crosscutting Concepts); science for all students; and connections to other applicable California state standards by topic and grade span.

- 16.1.3.** Provide California NGSS-aligned instructional resources designed to meet the diverse needs of all Charter School students.
  - 16.1.4.** Develop and transition to California NGSS-aligned assessments that supports the improvement of teaching and learning and provide information that may be used for accountability.
  - 16.1.5.** Collaborate with parents, guardians, and the early childhood and expanded learning communities to integrate the California NGSS into programs and activities beyond the TK-8 school setting.
  - 16.1.6.** Differentiate STEAM-based instructional programs based on targeted student populations and needs, such as grades TK-5 students and grades 6-8 students, incorporating the NGSS standards as stated on the California Department of Education website located at [www.cde.ca.gov/pd/ca/sc/ngssstandards.asp](http://www.cde.ca.gov/pd/ca/sc/ngssstandards.asp).
- 16.2.** Charter School shall promote equity and access to instructional resources for all students, including students with special needs, English learners, and gifted and talented students as follows:
- 16.2.1.** Integrate the principles of Universal Design for Learning in creating and delivering accessible curriculum and lesson plans;
  - 16.2.2.** Model and highlight the benefits of collaborative lesson planning (between special education and general education);
  - 16.2.3.** Reinforce the importance of adopting materials that embed differentiated learning strategies for all students;
  - 16.2.4.** Ensure that every student receives access to grade level science standards utilizing appropriate accommodations; and
  - 16.2.5.** Integrate the California Environment Principles and Concepts into creative learning designs so that all students have access to environment-based learning inside and outside the classroom.
- 16.3.** Charter School shall not implement an independent study program for its students during the Term.

## **17. Accounting for Academic Performance**

- 17.1.** Non-Profit shall comply with and adhere to the state requirements for participation and administration of all state mandated tests for the Charter School.
- 17.2.** The Charter School shall comply with California Education Code section 47606.5 (regarding Local Control Accountability Plans), as that statute may be amended from time to time, as well as its implementing regulations, if any. The Charter School's final adopted Local Control Accountability Plan ("LCAP") shall be provided to the District by June 30, 2018 and annually thereafter unless a different date is established by law. The Parties acknowledge that material revision of the Charter may be necessary to align the LCAP with the Charter's Measurable Pupil Outcomes, and that results reported on the LCAP may be relied upon by the District in making decisions on material revisions, charter renewal, and replication of charter schools.
- 17.3.** Non-Profit shall present quarterly updates and/or reports regarding the Charter School's academic performance to the CVUSD Board of Education during the school year.

## **18. Services for Students with Disabilities**

- 18.1.** It is the intent of the Parties that the Charter School shall be its own local educational agency, pursuant to Education Code section 47641, subdivision (a). The Charter School will serve as its own local educational agency ("LEA") for the purposes of special education, and as such, the Charter School is solely responsible, at its own expense, for ensuring that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in conformity with their individualized education programs and in compliance with the IDEIA (20 U.S.C. §§ 1400 *et seq.*), its implementing regulations and all applicable state and federal law. (34 C.F.R. § 300.209(c); Cal. Educ. Code § 47646(a).) Non-Profit shall act as its own LEA a Special Education Local Planning Area ("SELPA"), or as a duly constituted SELPA approved by the State of California. The Non-Profit shall provide District, as specified in Schedules A and C, with a copy of the Local Plan and documentation of the status of the Charter School as an LEA in good standing with a SELPA or as a state-approved SELPA as soon as possible.
- 18.2.** All students enrolled at the Charter School are entitled to special education services provided in a similar manner to students enrolled in other public schools. The Charter School shall provide a free appropriate public education for each student with a disability in accordance with the local plan of a SELPA. This means that students with disabilities must have available to them a continuum of placements in the setting that will meet their individual needs, ranging from full time in a regular classroom to full time in a special setting.

- 18.3.** Special Education Funding – The cost of all special education services and instruction shall be borne by the Charter School. The District will pass-through the AB602 funds based on the Charter School P2 ADA designated from the SELPA. Any special education funding received from the District by the Charter School that is not used for special education expenditures shall be returned to the District.
- 18.4.** Section 504 of the Rehabilitation Act of 1973 – The Charter School shall be solely responsible for its compliance with Section 504 of the Rehabilitation Act of 1973. The Charter School recognizes its sole legal responsibility to ensure that no qualified person with a disability shall, on the basis of the disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the Charter School. Any student who has an objectively identified disability which substantially limits a major life activity such as learning is eligible for accommodation by the Charter School.
- 18.5.** The Charter School agrees to fully and promptly comply with requests for information made by the District with regard to special education services and individual students at the Charter School. The District may establish regular meetings with Non-Profit special education coordinator for purposes on reviewing special education and/or Section 504 compliance. The District may also take action to monitor the Charter School to ensure that special education and/or Section 504 services are being provided as required by law and applicable SELPA policy. The Charter School shall provide an annual report on special education to the District, including but not limited to the following:
- 18.5.1.** California Special Education Management Information System (“CASEMIS”) data;
  - 18.5.2.** Enrollment data;
  - 18.5.3.** Discipline data for students with disabilities;
  - 18.5.4.** Performance data for students with disabilities;
  - 18.5.5.** Qualifications of faculty and staff;
  - 18.5.6.** Copy of LEA plan;
  - 18.5.7.** State compliance complaints and due process filing; and
  - 18.5.8.** If applicable, any state monitoring process (i.e. verification review, program indicator review).



- 18.6.** Non-Profit 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 District.
- 18.7.** If Charter School fails to become a member of a SELPA on or before July 1, 2018, the Parties expressly agree to execute a Special Education Services Memorandum of Understanding.

## **19. Funding**

- 19.1.** Charter School is eligible for a general-purpose entitlement and supplemental funding allocated through the Local Control Funding Formula (“LCFF”) under California Education Code sections 42238 *et seq.* In addition to LCFF funding, the Charter School may continue to receive Block Grant Funding for eligible expenses from prior years consistent with state law. It shall be the responsibility of the Charter School to apply for funding beyond the basic statutory entitlements of the base grant due to the Charter School under LCFF.
- 19.2.** In the event that the District seeks and receives a voter approved bond, parcel tax, etc., the Charter School and Non-Profit shall have no entitlement to any portion of the funds unless otherwise negotiated in advance and agreed to in writing. Non-Profit agrees that it and the Charter School have no entitlement to funds currently being received, if any, by the District under former parcel tax or bond elections.
- 19.3.** It is agreed that all loans sought by Non-Profit for the Charter School shall be the sole responsibility of Non-Profit. In no event shall the District have any obligation for repayment of such loans. Non-Profit shall provide the District with a copy of all loan applications. If Non-Profit’s loan application(s) is approved by the prospective lender, Non-Profit shall provide the District with a copy of all executed loan documents.
- 19.4.** The District shall not advance any funds to Non-Profit for the Charter School. In addition, the District shall not act as or provide a line of credit to Non-Profit for the Charter School.
- 19.5.** The Parties agree that the District shall not act as fiscal agent to Non-Profit or the Charter School. It is agreed that Non-Profit shall be solely responsible for all fiscal services for the Charter School such as payroll, purchasing, attendance reporting, and completion and submission of state budget forms. District shall process and transfer to Non-Profit all payments received by the District for the Charter School in a timely fashion.

- 19.6.** Non-Profit and the Charter School shall use all revenue received from state and federal sources only for the Charter School's operations and educational services for the benefit of the students enrolled and attending the Charter School. Sources of funding must be used in accordance with applicable state and federal statutes, and the terms or conditions, if any, of any grant or donation.

## **20. Attendance Reporting**

- 20.1.** Charter School shall use commercially available attendance accounting software (such as Power School, SASI, etc.) for student attendance accounting. Charter School shall submit enrollment and attendance data as required to receive apportionment of funding according to the deadlines specified in Schedule A. District staff will review and certify the accuracy of the Charter School's attendance data only when all documentation has been submitted and is accurate. Attendance data submitted without the requisite detail will not be processed and may result in a delay of funding to the Charter School.
- 20.2.** Non-Profit shall make available to District on request all back-up attendance documents. Non-Profit shall, as specified in Schedule A, submit monthly summary reports, due the 15th of every month, of enrollment and average daily attendance ("ADA").
- 20.3.** Weekly 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 Charter School, and may be reviewed by District during site visits.

## **21. Financial Reporting**

- 21.1.** Non-Profit is required by California Education Code section 47604.33 to submit periodic financial reports of revenues, expenditures, and reserves. In order to meet statutory timelines for financial reporting, Non-Profit shall submit such reports to District 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. Any significant changes in the budget or interim reports from one period to the next must be explained in writing. The District may request additional information, as necessary, to evaluate the fiscal condition of the Charter School.
- 21.2.** The Parties agree that maintenance of a sufficient level of funding reserve is in the best interest of the Charter School and its successful operation. Accordingly, Non-Profit shall maintain reserves of no less than five percent (5%) for the Charter school based upon the total expenditures and other uses of Non-Profit's Adopted Budget for the fiscal year.

## **22. Annual Audit**

- 22.1.** As specified in Schedule A, Non-Profit shall submit an annual independent financial audit in accordance with California Education Code sections 47605.6(m) and 41020(h), as applicable, to the State Controller's Office, the District, and the California Department of Education ("CDE") no later than December 15 of each year. In order for Non-Profit to receive a favorable recommendation for renewal, corrective action plans shall have been implemented in a timely manner to the satisfaction of the District 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. The District shall be notified of Non-Profit's selection of an auditor, as specified in Schedule A.
- 22.2.** In addition to Non-Profit's financial statements for the Charter School, the audit shall include, as applicable, but not limited to, review of contemporaneous records of attendance and annual instructional minutes, and such other reviews as required by law for the audit of charter schools.

## **23. Monitoring and Oversight**

- 23.1.** The District will conduct at least one (1) visit to the Charter School annually in accordance with the 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 First Amended MOU. A school site visit may include, but is not limited to, 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 CEO/Principal, and the Charter School's students and parents/guardians, as well as observation of instruction in the classroom(s). Any deficiencies will be reviewed with Non-Profit staff. The evaluations for each year will be used, in addition to other information and reports, to determine a renewal decision.
- 23.2.** The District reserves the right to make unannounced visits to the Charter School at any time.
- 23.3.** Non-Profit shall be charged an annual oversight fee by District for the cost of oversight, monitoring, and reporting that concerns the Charter School in accordance with California Education Code section 47613, with such fees being at 1% of the general purpose revenue received by the Charter School, as defined in California Education Code section 47632. The oversight fees shall be invoiced quarterly by District, with payment due and payable within 30 days of receipt.

**23.4.** Pursuant to the Charter, Non-Profit shall pay the District an annual fee for employment of a CVUSD Charter School Coordinator (“Charter School Coordinator Fee”) that is responsible for oversight of the Charter School. This Charter School Coordinator Fee is one hundred and fifty thousand dollars (\$150,000.00), inclusive of statutory benefits and Health & Welfare benefits. The Charter School Coordinator Fee shall be due and payable in four installments, each payment in equal amount due on the first day of each fiscal quarter (July 1, October 1, January 1, April 1), beginning on January 1, 2019. Non-Profit shall include the Charter School Coordinator Fee in the Charter School’s Adopted Budget as a line item.

## **24. Material Revisions to Charter**

**24.1.** Changes to the Charter deemed to be material revisions may not be made without prior approval from the District per California Education Code section 47607. Changes to the Charter considered to be material revisions include, but are not limited to, the following:

- 24.1.1.** Substantial changes to the educational program, mission, or vision of the Charter School, including the addition or deletion of a major program component that is a distinctive feature of the Charter School, such as STEAM, language immersion, grade level grouping, arts integration, etc.
- 24.1.2.** Adding a classroom-based or non-classroom based program and/or facility not expressly authorized by the Charter.
- 24.1.3.** Changes in enrollment that represent an increase or decrease from the annual enrollment originally projected in the charter petition by more than ten percent (10%) in any grade level or ten percent (10%) of total enrollment in any given year.
- 24.1.4.** 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.
- 24.1.5.** Changes to location of facilities, including school sites, resource centers, meeting space, or other satellite facility including the opening of a new facility. Temporary locations rented for annual student testing purposes shall be exempt from this provision.
- 24.1.6.** Changing the name of Charter School.
- 24.1.7.** Creating or 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

Charter Management Organization, Education Management Organization, related parties, or affiliated partnerships, or revising such a contract.

**24.1.8.** Changes to admission requirements and/or enrollment preferences identified in Schedule D.

**24.1.9.** 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, addition of a sole statutory member to the Board, and/or provisions that reduce the size of the quorum required for a meeting and/or majority required for action.

**24.1.10.** Changes to Student Discipline Policies and Procedures.

## **25. Charter Renewal**

**25.1.** Non-Profit may seek renewal of the Charter prior to expiration of the Term of the Charter in accordance with statutory provisions. Non-Profit shall submit its renewal petition for the next charter term along with a copy of the most recent Local Control Accountability Plan Annual Update to District, no sooner than September 1 of the fiscal year in which Charter School would cease operations without renewal. The CVUSD Board of Education shall review the charter petition, academic and financial performance, audit reports, annual visitation reports, and may conduct a renewal site visit prior to granting or denying the renewal request. The District shall consider increases in pupil achievement for all groups of pupils served by the Charter School as the most important factor in determining whether to grant the requested Charter renewal, as per Education Code section 47607(a)(3)(A). To the extent required, the charter renewal petition shall be revised in accordance with current statutes and regulations.

## **26. Charter Revocation**

**26.1.** The District shall have the right to revoke the Charter in accordance with California Education Code sections 47607, 47607.3 or other applicable statute or regulations.

**26.2.** If the District determines, based on credible report(s), that there is a severe and imminent threat to the health or safety of students and/or staff of the Charter School, and makes such determination in writing, per California Education Code section 47607(d), it may take immediate action to assure the safety and well-being of the students, staff, and community, consistent with California Code of Regulations, title 5, section 11968.5.3. Such immediate action, as deemed appropriate by the District, may include but is not limited to revocation of its charter in accordance with California Education Code subsections 47607(d) and/or (e).

## **27. Charter School Closure**

- 27.1.** At all times during the Term, Non-Profit shall maintain a description of the procedures to be used in the event the Charter School closes, including this First Amended MOU, and provide such procedures to the District as specified in Schedules A and C and post them as specified in Schedule B. The procedures must comply with California Code of Regulations, title 5, section 11962.
- 27.2.** In addition to the written notice of closure required to be sent to the District, Non-Profit shall send all other written closure notices to the District, including the written notice to the California Department of Education described at page 114 of the Charter, the written notice to Charter School parents/guardians described at page 114 of the Charter, and the written notice to Charter School employees and vendors as described at page 114 of the Charter.
- 27.3.** In addition to the original student cumulative files and behavior records Charter School shall provide to the District upon closure as described at page 114 of the Charter, Charter School shall provide to the District all original student discipline files and if the Charter School utilizes an online discipline reporting database (such as AERIES), Charter School shall provide the District with the valid username and password to Charter School's online discipline reporting database.
- 27.4.** Non-Profit expressly acknowledges the District's right to fully access and copy all student and business records concerning the Charter School at any time after closure procedures have been commenced.

## **28. Dispute Resolution**

- 28.1.** It is expressly agreed by the Parties that the dispute resolution process described herein supersedes that included in the Charter for disputes between Non-Profit and District.
- 28.2.** In the event of a dispute between Non-Profit and the District relating to the Charter or this First Amended MOU, which does not involve termination or revocation, the parties shall seek to resolve the dispute using the process described below:
- 28.2.1.** The disputing party shall provide written notice of the dispute to the other party or parties. Notice shall be provided as specified in Section 33 of this First Amended MOU.
- 28.2.2.** The Charter School's designated representative shall meet with the District's designated representative within thirty (30) calendar days of the date of the written notice to attempt informal resolution of the dispute.

**28.2.3.** By mutual agreement, in writing, the parties may engage the services of a third-party mediator to assist with informal resolution of the dispute.

**29. Severability**

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

**30. Venue**

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

**31. Non-Assignment**

**31.1.** No portion of this First Amended MOU or the Charter approved by the District may be assigned to another entity without approval of a material revision of the Charter pursuant to Section 24.

**32. Captions and Section Headings**

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

**33. Notification**

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

To the District at:  
5130 Riverside Drive  
Chino, California 91710  
Attn: CVUSD Superintendent  
[Current Superintendent email address]

To Non-Profit at:  
Allegiance STEAM Academy  
PO Box 2414  
Chino, California 91708  
Attn: ASA CEO/Principal  
[Current ASA CEO/Principal email address]

**34. Entire Agreement; Counterparts**

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

All decisions regarding Non-Profit's satisfaction of all of the terms and provisions of the First Amended MOU and Schedules are subject to the sole discretion of the CVUSD Board of Education.

Non-Profit agrees that the October 16, 2017 Charter conditionally granted by the CVUSD Resolution No. 2017/2018-33 automatically terminates if the CVUSD Board of Education determines that the Non-Profit failed to meet any terms or provisions of this First Amended MOU or any Memoranda of Understanding between CVUSD and Non-Profit, or that Charter School violated any terms or provisions of the October 16, 2017 Charter.

Further, should the Non-Profit Board of Directors fail to approve and accept this First Amended MOU on or before January 15, 2018, then the October 16, 2017 Charter shall be deemed denied as of December 14, 2017, the date of the CVUSD Board of Education's conditional grant of the Charter.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_.

---

Wayne M. Joseph  
CVUSD Superintendent



IN WITNESS WHEREOF, on behalf of the Non-Profit Board of Directors, I certify that the Non-Profit Board of Directors adopted, agreed to, and accepted this *First Amended Charter School Memorandum of Understanding between Chino Valley Unified School District and Allegiance STEAM Academy, Inc. operating Allegiance STEAM Academy Thrive Charter School* on this January \_\_\_\_, 2018.

Signature: \_\_\_\_\_

Please print name and title:

On behalf of Non-Profit/Charter School



5130 Riverside Drive • Chino, CA 91710 • 909.628.1201 • www.chino.k12.ca.us  
Student Achievement • Safe Schools • Positive School Climate • Humility • Civility • Service

BOARD OF EDUCATION: Andrew Cruz • Pamela Feix • Irene Hernandez-Blair • James Na • Sylvia Orozco • SUPERINTENDENT: Wayne M. Joseph

## FIRST AMENDED SCHEDULE A

### Charter School Reporting and Monitoring Activity

*All information and documents listed below are to be provided to the CVUSD's designated charter contact person/office by the date shown, unless another date is specified in pre-opening conditions for new schools (Schedule C). Annual updates are required by the dates noted on the schedule. The Charter School shall inform the CVUSD contact person if there are no changes requiring an updated submission. Some information and documents (checked in far right column) must be update within ten (10) business days of the date any changes are approved by Charter School administrators or Charter School Board of Directors.*

Item	Description	Due Date	Annual Update (if changed; notify District if unchanged)	Update within 10 Business Days of any Change
<b>Basic Charter School Information</b>				
<b>School contact information</b>	Covers name, phone, email and fax for: <ul style="list-style-type: none"><li>○ CEO/Principal</li><li>○ Office/operations manager</li><li>○ Personnel/HR lead</li><li>○ Financial reporting lead</li><li>○ Attendance lead</li><li>○ Facilities lead</li><li>○ Special education lead</li></ul> Emergency phone number for school leader, physical and mail address of school, office hours, school phone	Effective date of Charter	August 1	✓
<b>Organizational chart</b>	Accurate structure of Charter School organization from governing board to instructional aide, including back-office service provider, if applicable	August 1, 2018	August 1	✓

Item	Description	Due Date	Annual Update (if changed; notify District if unchanged)	Update within 10 Business Days of any Change
<b>Governance</b>				
<b>Board roster</b>	Names and email addresses of all Board members, with end date for current term of service, officers and committee assignments identified	March 1, 2018	August 1	✓
<b>Board biographies</b>	Brief summaries of the background and experience of all Board members	March 1, 2018	August 1	✓
<b>Board clearance</b>	Certification of clearing of governing board members (criminal background check DOJ and FBI; child abuse registry check)	August 1, 2018		✓
<b>Board election process</b>	Consistent with Charter and bylaws, brief description of method for nominating and electing Board members	Effective date of Charter	August 1	✓
<b>Board training</b>	Verification of annual Brown Act and Political Reform Act training for board and leadership.	August 1, 2018	August 1	
<b>Board meeting schedule</b>	Dates, times and locations of all regular meetings of the board for the fiscal year; including all standing committees; identify annual organizational meeting at which board members and officers are elected	August 1, 2018	August 1	✓
<b>Meeting agendas</b>	Board and standing committee meeting agendas	At time required of posting		
<b>Meeting minutes</b>	Approved minutes of Board and standing committee meetings	Within 2 business days of approval		
<b>Meeting recordings</b>	Recordings of Board and standing committee meetings	Within 2 business days of meeting		
<b>Articles of Incorporation</b>	As submitted to the state	Effective date of Charter		✓

Item	Description	Due Date	Annual Update (if changed; notify District if unchanged)	Update within 10 Business Days of any Change
<b>Bylaws</b>	Latest version approved by the governing board	March 1, 2018	August 1	✓
<b>501(c)(3) tax-exempt status</b>	Letter from IRS confirming approval of tax exempt status	May 1, 2018		✓
<b>Board Policies</b>				
<b>Conflict of Interest Policy</b>	Conflict policy compliant with Charter and Political Reform Act	January 15, 2018	August 1	✓
<b>Public Records Act Policy</b>	Procedures to implement the California Public Records Act • Copy to District of all PRA Responses	March 15, 2018	August 1	✓
<b>Code of Ethics Policy</b>	Provides ethical standards for Charter School's Board of Director members	March 15, 2018	August 1	
<b>Special Education Policy</b>	Including procedures compliant with IDEIA and requirements of SELPA; consistent with Charter	March 1, 2018	August 1	✓
	Copy of all IEPs to District	Within 10 business days of receiving files for student	August 1	
<b>Rehabilitation Act § 504 Policy</b>	Procedures to ensure compliance with legal requirements; consistent with Charter	March 1, 2018	August 1	✓
	Copy of all 504 plans to District	Within 10 business days of receiving files for student	August 1	
<b>English Learner Policy</b>	Procedures to ensure compliance with legal requirements, including identification, placement and reclassification; consistent with Charter	March 1, 2018	August 1	✓

<b>Item</b>	<b>Description</b>	<b>Due Date</b>	<b>Annual Update (if changed; notify District if unchanged)</b>	<b>Update within 10 Business Days of any Change</b>
<b>Complaint and/or Internal Dispute Resolution Policy</b>	Including procedures and forms; must include Uniform Complaint Procedure; may include other forms and systems established by school	March 1, 2018	August 1	✓
<b>Fiscal Management / Control Policy</b>	Internal fiscal control policies and procedures meeting GAAP, including procedures for budget preparation, reconciliation of accounts, contracting, receipt and disbursement of funds, and protection of assets	March 1, 2018	August 1	✓
<b>Health and Safety Policy/ies</b>	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	March 1, 2018	August 1	
<b>Student Grading/Promotion Policy</b>	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	March 1, 2018	August 1	
<b>Student Free Speech Policy</b>	Standards and procedures regarding student free expression, consistent with applicable state and federal law	March 1, 2018	August 1	
<b>Student Discipline Policy</b>	Policies and procedures for student discipline, including behavior expectations, suspension/ expulsion standards, and due process; including procedures for students with disabilities	June 30, 2018	August 1	✓
<b>Procedure for Policy Adoption</b>	Covers the process for adoption, revision, and publication of the Charter School's policies	March 15, 2018	August 1	
<b>Board Duties, Responsibilities, Delegation of Powers</b>	Provides the roles and duties of all members of the Charter School's Board of Directors, covers the delegation of powers to the CEO/Principal	March 15, 2018	August 1	✓

<b>Item</b>	<b>Description</b>	<b>Due Date</b>	<b>Annual Update (if changed; notify District if unchanged)</b>	<b>Update within 10 Business Days of any Change</b>
<b>Student Record Policy</b>	FERPA-compliant student records policy, including directory information and parental/guardian access to records	March 1, 2018	August 1	
<b>Admission/ Enrollment Policy</b>	Procedures for admission and enrollment of students in the school, including assurances of non-discrimination	February 1, 2018	August 1	
<b>Student Code of Conduct Policy</b>	Policies and procedures regarding students exhibiting appropriate conduct that does not infringe upon the rights of others or interfere with the school program while on school grounds, while going to or coming from school and while at school activities	March 1, 2018	August 1	
<b>Suicide Prevention and Postvention Policy</b>	Policies and procedures regarding suicide prevention education and training, and a postvention plan that provides the framework for campus-wide communication and coordination aimed at maintaining community stability and assuring effective outreach during a crisis	March 1, 2018	August 1	
<b>Anti-Bullying Policy</b>	Policies and procedures prohibiting and addressing bullying, including, but not limited to, cyberbullying	March 1, 2018	August 1	
<b>Sexual Harassment Policy</b>	Policies and procedures regarding maintaining a safe school environment that is free from harassment and prohibits harassment	March 1, 2018	August 1	
<b>Nondiscrimination in Employment Policy</b>	Policies and procedures about maintaining a safe work environment where employees and job applicants are assured of equal access and opportunities and are free from harassment	March 1, 2018	August 1	

Item	Description	Due Date	Annual Update (if changed; notify District if unchanged)	Update within 10 Business Days of any Change
<b>Nondiscrimination Policy</b>	Policies and procedures about maintaining a safe school environment that allows all students equal access and opportunities to the school's academic, extracurricular, and other educational support programs, services and activities, and prohibiting unlawful discrimination	March 1, 2018	August 1	
<b>Field Trips and Excursions Policy</b>	Covers the planning, supervision of field trips, and screening of volunteers	March 1, 2018	August 1	
<b>Attendance Policy</b>	Covers excused absences, unexcused absences, school excused absences, excessive absences, tardiness, truancy, and maintaining attendance records	March 1, 2018	August 1	
<b>Tobacco Free Campus Policy</b>	Covers the prohibition of smoking on the Charter School campus	March 1, 2018	August 1	
<b>Anti-Nepotism Policy</b>	Policy concerning the avoidance of nepotism regarding the hiring, placement, duties, and evaluation of employees, admission of students and assignment of students to classes, and making other business decisions based on family relationships	March 1, 2018	August 1	
<b>Document Retention Policy</b>	Covers all records and documents regardless of physical form and contains guidelines for how long certain documents should be kept, and when records should be destroyed	March 15, 2018	August 1	
<b>Administration</b>				
<b>Proof of Insurance</b>	Certificate of insurance in the amounts required by the First Amended MOU; CVUSD as additional insured	March 1, 2018	August 1	✓
<b>Risk Management Plan</b>	Policies and practices to prevent and address reasonably foreseeable risks and incidents occurrences, plus certification that such policies and practices have been instituted. Copies of all tort claims to District	April 1, 2018	August 1	✓

<b>Item</b>	<b>Description</b>	<b>Due Date</b>	<b>Annual Update (if changed; notify District if unchanged)</b>	<b>Update within 10 Business Days of any Change</b>
<b>Disclosure of Claims / Litigation</b>	Required disclosure of any pending or actual litigation and/or claim from any party or notice of potential infraction, criminal or civil action	Immediately		✓
<b>Employee Handbook</b>	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	June 30, 2018	August 1	
<b>Teacher credentials and highly qualified teacher requirements</b>	Spreadsheet containing information specified by District on all instructional personnel, including but not limited to: name, teaching assignment, credential type and number	June 30, 2018	August 15	✓
<b>Certification of screening</b>	Certification that all (new) employees have been subject to criminal background check (FBI and DOJ) and tuberculosis screening	August 1, 2018	August 15	✓
<b>STRS/PERS Reporting</b>	Contract for STRS and/or PERS reporting	June 1, 2018	July 1	✓
<b>Student Admission and Enrollment</b>				
<b>Admission, Enrollment, and Exit Procedures</b>	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	February 12, 2018	August 1	✓
<b>Application Form</b>	Current printed, downloadable and/or on-line form to apply for admission to the school	February 12, 2018	October 1 for enrollment in following school year	✓
<b>Required Documents</b>	List of information and documents required to complete enrollment of admitted students	June 30, 2018	January 1 for enrollment in following school year	✓



<b>Item</b>	<b>Description</b>	<b>Due Date</b>	<b>Annual Update (if changed; notify District if unchanged)</b>	<b>Update within 10 Business Days of any Change</b>
<b>Notices to Parents/ Guardians</b>	Copies of all mandated notices to parents and guardians, including those required by NCLB and other applicable law (examples: Title I, English learners, special education, etc.)	August 1, 2018	August 15	✓
<b>Student/Family Handbook</b>	Material provided to students and families regarding school policies, procedures and expectations; including attendance, discipline, parent volunteers, electronics, dress codes, etc.	1 month before the first day of school	August 15	✓
<b>Student Roster</b>	List (specified Excel format) of students admitted, enrolled and on wait list, including student name, CSIS number, DOB, grade enrolled, parent/guardian name/s, home address, phone, district of residence, prior school attended, enrollment status (i.e. admitted but documentation not complete, enrollment completed, wait list)	June 30, 2018	September 30	✓
<b>Facilities</b>				
<b>Inventory</b>	If Charter School receives facilities from the District through Proposition 39, a list (specified Excel format) of all furniture received from District pursuant to Proposition 39 Facilities MOU	10 business days before first day of school	August 15	
<b>Educational Program</b>				
<b>Academic Calendar</b>	Calendar of academic year showing holidays, recess periods, staff development days, etc.	Effective date of Charter	1 month before start of school	✓
<b>Daily bell schedule for site-based programs</b>	Current schedule of class periods on daily and weekly basis, with arrival and dismissal times for regular and early release days	Effective date of Charter	2 weeks before start of school	✓
<b>State Assessment</b>	Results from statewide assessments	Upon receipt by charter school	Annually upon receipt	

Item	Description	Due Date	Annual Update (if changed; notify District if unchanged)	Update within 10 Business Days of any Change
<b>SARC</b>	State-mandated School Accountability Report Card		February 1	
<b>LCAP</b>	Local Control and Accountability Plan, using state template	June 30, 2018	June 30	✓
<b>Curriculum</b>	Scope and sequence for all subjects taught in grades served; to be provided as grades are added	August 1	August 1 (until all grades completed)	✓
<b>SELPA Documentation</b>	Verification of provision for special education services: current membership in a SELPA	June 30		✓
<b>Attendance/ Financial Reporting</b>				
<b>Preliminary Budget</b>	Budget for new fiscal year; completed using specified template, with additional information as requested (i.e. special education)		1 week before July 1 deadline	✓
<b>Unaudited Actuals Report for prior fiscal year</b>	Report on prior year revenues and expenditures; completed using CDE template		1 week before September 15 CDE deadline	✓
<b>First Interim Report</b>	Report on first period revenues and expenditures; completed using specified template, with additional information as requested (i.e., special education)		1 week before December 15 deadline	✓
<b>Second Interim Report</b>	Report on second period revenues and expenditures; completed using specified template, with additional information as requested (i.e., special education)		1 week before March 15 CDE deadline	✓
<b><i>All financial reports shall include back-up information, as specified in the templates, and including, but not limited to:</i></b> <ul style="list-style-type: none"> <li>• <b><i>Multi-year Worksheet (for current and 2 subsequent years)</i></b></li> <li>• <b><i>Assumptions/Narratives Worksheet (current and 2 subsequent years)</i></b></li> <li>• <b><i>Statement of Cash Flow</i></b></li> <li>• <b><i>LCAP Expenditures</i></b></li> </ul>				
<b>Independent Auditor Selection</b>	Notification of independent auditor selected for annual audit		April 1	✓

<b>Item</b>	<b>Description</b>	<b>Due Date</b>	<b>Annual Update (if changed; notify District if unchanged)</b>	<b>Update within 10 Business Days of any Change</b>
<b>Annual Audit</b>	Annual independent financial audit		December 15 for prior fiscal year	✓
<b>Oversight fees</b>	Payment of invoice for oversight fees	Quarterly	Within 30 days of invoice	
<b>Closure Procedures</b>				
<b>Procedures to be used in event of school closure</b>	Plan for school closure, consistent with charter provisions	June 30, 2018	August 1	
<b>Identification of point of contact for closure activities</b>	Name, phone, email, fax and postal address for primary contact in event of school closure	June 30, 2018	August 1	✓
<b>Reports to Other Agencies</b>				
<b>Report to other state agencies</b>	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, PENSEC, claims for facilities reimbursement to CSFA, etc.	When submitted to the state or other public agency		✓



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## FIRST AMENDED SCHEDULE B

### Electronic Posting of Charter School Documents

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

Category	Title	Description	Update to be Posted within 10 Business Days of Change
<b>Basic Charter School Information</b>	School contact information	Name, phone, email and fax for CEO/Principal, office/operations manager, personnel/HR lead, financial reporting lead, attendance lead, facilities lead, special education lead, school phone, physical and mail address of school, office hours.	✓
	Organizational chart	Accurate structure of organization from governing Board to classroom teacher, including back-office service provider, if applicable	✓
<b>Governance</b>	Board roster	Names and email addresses of all Non-Profit Board members, with terms of service, officers and committee assignment identified	✓
	Board biographies	Brief summaries of the background and experience of all board members	✓
	Board election process	Consistent with charter and bylaws, brief description of method for nominating and electing Board members	

Category	Title	Description	Update to be Posted within 10 Business Days of Change
	Board meeting schedule	Dates, times, and locations for all regular meetings of the Board for the fiscal year; include all standing committees; identify annual organizational meeting at which Board members and officers are elected	✓
	Meeting agendas	All Non-Profit Board of Directors and standing committee meeting agendas, at time of required posting (Brown Act)	✓
	Meeting minutes	Approved minutes of Board and standing committee meetings	✓
	Charter	Copy of approved charter (without appendices)	
	Articles of Incorporation	As submitted to the state	✓
	Bylaws	Latest version approved by the governing Board	✓
	501(c)(3) tax-exempt status	Letter from IRS confirming approval of tax exempt status	✓
<b>Board Approved Policies</b>	Conflict of Interest Policy	Conflict policy compliant with Charter and California Political Reform Act	✓
	Public Records Act Policy	Procedures implementing California Public Records Act	✓
	Code of Ethics Policy	Provides ethical standards for Charter School's Board of Director members	✓
	Procedure for Policy Adoption	Covers the process for adoption, revision, and publication of the Charter School's policies	✓
	Board Duties, Responsibilities, Delegation of Powers	Provides the roles and duties of all members of the Charter School's Board of Directors, and covers the delegation of powers to the CEO/Principal	✓
	Document Retention Policy	Covers all records and documents regardless of physical form and contains guidelines for how long certain documents should be kept, and when records should be destroyed	✓
	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	✓

Category	Title	Description	Update to be Posted within 10 Business Days of Change
	Special Education Policy	Including procedures compliant with IDEIA and requirements of SELPA; consistent with Charter	✓
	Rehabilitation Act § 504 Policy	Procedures to ensure compliance with legal requirements, including identification and accommodation; consistent with Charter	✓
	Student Record Policy	FERPA-compliant student records policy, including directory information and parental/guardian access to records	✓
	Admission/ Enrollment Policy	Procedures for admission and enrollment of students in the school, including assurances of non-discrimination	✓
	English Learner Policy	Procedures to ensure compliance with legal requirements, including identification, placement and reclassification; consistent with Charter	✓
	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	✓
	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	✓
	Student Free Speech Policy	Standards and procedures regarding student free expression, consistent with applicable state and federal law	✓

Category	Title	Description	Update to be Posted within 10 Business Days of Change
	Student Code of Conduct Policy	Policies and procedures regarding students exhibiting appropriate conduct that does not infringe upon the rights of others or interfere with the school program while on school grounds, while going to or coming from school and while at school activities	✓
	Suicide Prevention and Postvention Policy	Policies and procedures regarding suicide prevention education and training, and a postvention plan that provides the framework for campus-wide communication and coordination aimed at maintaining community stability and assuring effective outreach during a crisis	✓
	Complaint and or Dispute Resolution Policy	Including procedures and forms; must include Uniform Complaint Procedure; may include other forms and systems established by school	✓
	Anti-Bullying Policy	Policies and procedures prohibiting and addressing bullying, including, but not limited to, cyberbullying	✓
	Sexual Harassment Policy	Policies and procedures regarding maintaining a safe school environment that is free from harassment and prohibits harassment	✓
	Nondiscrimination in Employment Policy	Policies and procedures about maintaining a safe work environment where employees and job applicants are assured of equal access and opportunities and are free from harassment in accordance with state and federal law	✓
	Nondiscrimination Policy	Policies and procedures about maintaining a safe school environment that allows all students equal access and opportunities to the school's academic, extracurricular, and other educational support programs, services and activities, and prohibiting unlawful discrimination	✓
	Field Trips and Excursions Policy	Covers the planning, supervision of field trips, and screening of volunteers	✓

Category	Title	Description	Update to be Posted within 10 Business Days of Change
	Attendance Policy	Covers excused absences, unexcused absences, school excused absences, excessive absences, tardiness, and maintaining attendance records	✓
	Tobacco Free Campus Policy	Covers the prohibition of smoking on the Charter School campus	✓
	Student Discipline Policy	Policies and procedures for student discipline, including behavior expectations, suspension/expulsion standards, and due process; including procedures for students with disabilities	✓
<b>Administration</b>	Staff Roster	List of current teachers, aides, coaches and other student services personnel with current assignments	✓
	Health and Safety Plan	School site plans addressing campus safety, disaster preparedness, student health and wellness; including information on immunizations, health screenings and school meal program	✓
	Student, Parent, and/or Family Handbook	Materials provided to student and families regarding school operations; must include information on suspension/expulsion policy	✓
	Notices to Parents/Guardians	Copies of all mandated notices to parents and guardians, including those required under NCLB and other applicable law (examples: Title I, Title III, special education, etc.)	✓
	School Closure Procedure	Plan for school closure, consistent with charter provisions	
	Memorandum of Understanding	Copy of current signed MOU with CVUSD	✓
	Audit	Most recent independent audit	✓
<b>Student Admission and Enrollment</b>	Admission and Enrollment Procedures	Description of process for admission and enrollment of students, consistent with Charter, and including dates for receiving applications and conducting lottery	✓
	Application Form	Current downloadable or on-line form to apply for admission to the school	✓
	Required Documents	List of information and documents required to complete enrollment of admitted students	✓



<b>Category</b>	<b>Title</b>	<b>Description</b>	<b>Update to be Posted within 10 Business Days of Change</b>
<b>Educational Program</b>	School Accountability Report Card	Most recent SARC	✓
	Local Control and Accountability Plan	Most recent LCAP or annual update, plus all prior year LCAPs	✓
	Academic Calendar	Current calendar of holidays and school days for the fiscal year	✓
	Daily/Weekly Class Schedule	Current schedule of class periods on daily and weekly basis, with arrival and dismissal times for regular and early release days	✓



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## FIRST AMENDED SCHEDULE C

### Charter School Pre-Opening Requirements

*Provision of all documents listed in Schedule C, to the satisfaction of the District, is a condition of opening the Charter School. In the event that the CVUSD Board of Education determines that the Non-Profit has failed to comply with any pre-opening requirements, the Charter shall be deemed to have been denied.*

Item	Description	Due Date (all dates prior to school opening)
<b>SCHOOL BASICS</b>		
<b>School contact information</b>	School contact information: name, phone, email, and fax of CEO/Principal name, school phone, school leader emergency phone, school physical and mail address	July 1
<b>CDE code</b>	Confirmation of receipt of CDE code	July 1
<b>School leadership</b>	Roster of leadership (in Excel document) with phone and email, including: <ul style="list-style-type: none"><li>• School leader (CEO/Principal)</li><li>• Director of Business Services</li><li>• Director of Educational Programs</li><li>• Director of IT</li><li>• On-site coordinators and/or coaches</li><li>• Designated special education coordinator</li><li>• Designated English Learner coordinator</li><li>• Designated Section 504 coordinator</li><li>• Designated homeless coordinator</li><li>• Office/operations manager, office assistant</li><li>• Primary finance/accounting contact</li><li>• Primary human resources contact</li><li>• Health Technician</li></ul>	August 1

Item	Description	Due Date (all dates prior to school opening)
<b>Organizational chart</b>	Accurate structure of organization from governing board to classroom teacher, including back-office services provider, if applicable	August 1
<b>GOVERNANCE</b>		
<b>Articles of Incorporation</b>	As submitted to the state	July 1
<b>Bylaws</b>	Latest version approved by the governing board	March 1
<b>Board roster</b>	Names and email addresses of all board members, with end date for current term of service, officers and committee assignments identified.	March 1
<b>Board clearance</b>	Certification of clearance of governing board members (criminal background check DOJ and FBI; child abuse registry check)	August 1
<b>Board training</b>	Verification of annual Brown Act and Political Reform Act training for board and leadership	August 1
<b>Board meeting schedule</b>	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 1
<b>Meeting agendas</b>	All board and standing committee meeting agendas for the period from the conditional grant of the charter by CVUSD to the due date	August 1
<b>Meeting minutes</b>	Minutes of all board and standing committee meetings for the period from the conditional grant of the charter by CVUSD to due date	August 1
<b>ADOPTED POLICIES</b>	<i>All policies to be clearly marked with date of most recent Board adoption.</i>	
<b>Conflict of Interest Policy</b>	Conflict policy compliant with Charter and Political Reform Act	January 15
<b>Public Records Act Policy</b>	Procedures implementing California Public Records Act	March 15
<b>Code of Ethics Policy</b>	Provides ethical standards for Charter School's Board of Director members	March 15
<b>Procedure for Policy Adoption</b>	Covers the process for adoption, revision, and publication of the Charter School's policies	March 15
<b>Board Duties, Responsibilities, Delegation of Powers</b>	Provides the roles and duties of all members of the Charter School's Board of Directors, and covers the delegation of powers to the CEO/Principal	March 15

<b>Item</b>	<b>Description</b>	<b>Due Date (all dates prior to school opening)</b>
<b>Document Retention Policy</b>	Covers all records and documents regardless of physical form and contains guidelines for how long certain documents should be kept, and when records should be destroyed	March 15
<b>Fiscal Management/ Control Policy</b>	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	February 1
<b>Special Education Policy</b>	Including procedures compliant with IDEIA and requirements of SELPA; consistent with Charter	March 1
<b>Student Record Policy</b>	FERPA-compliant student records policy, including directory information and parental/guardian access to records	March 1
<b>Admission/ Enrollment Policy</b>	Procedures for admission and enrollment of students in the school, including assurances of non-discrimination	February 1
<b>Rehabilitation Act § 504 Policy</b>	Procedures to ensure compliance with legal requirements; consistent with Charter	March 1
<b>English Learner Policy</b>	Procedures to ensure compliance with legal requirements, including identification, placement and reclassification; consistent with Charter	March 1
<b>Health and Safety Policy/ies</b>	Covering student health and wellness practices (including immunizations, medications, screenings, student wellness, and food service) and safety procedures for each campus, including campus supervision	March 1
<b>Student Grading/ Promotion</b>	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	March 1
<b>Student Free Speech Policy</b>	Standards and procedures regarding student free expression, consistent with applicable state and federal law	March 1
<b>Student Code of Conduct Policy</b>	Policies and procedures regarding students exhibiting appropriate conduct that does not infringe upon the rights of others or interfere with the school program while on school grounds, while going to or coming from school and while at school activities	March 1

<b>Item</b>	<b>Description</b>	<b>Due Date (all dates prior to school opening)</b>
<b>Suicide Prevention and Postvention Policy</b>	Policies and procedures regarding suicide prevention education and training, and a postvention plan that provides the framework for campus-wide communication and coordination aimed at maintaining community stability and assuring effective outreach during a crisis	March 1
<b>Anti-Bullying Policy</b>	Policies and procedures prohibiting and addressing bullying, including, but not limited to, cyberbullying	March 1
<b>Sexual Harassment Policy</b>	Policies and procedures regarding maintaining a safe school environment that is free from harassment and prohibits harassment	March 1
<b>Nondiscrimination in Employment Policy</b>	Policies and procedures about maintaining a safe work environment where employees and job applicants are assured of equal access and opportunities and are free from harassment in accordance with state and federal law	March 1
<b>Nondiscrimination Policy</b>	Policies and procedures about maintaining a safe school environment that allows all students equal access and opportunities to the school's academic, extracurricular, and other educational support programs, services and activities, and prohibiting unlawful discrimination	March 1
<b>Field Trips and Excursions Policy</b>	Covers the planning, supervision of field trips, and screening of volunteers	March 1
<b>Attendance Policy</b>	Covers excused absences, unexcused absences, school excused absences, excessive absences, tardiness, truancy, and maintaining attendance records	March 1
<b>Tobacco Free Campus Policy</b>	Covers the prohibition of smoking on the Charter School campus	March 1
<b>Anti-Nepotism Policy</b>	Policy concerning the avoidance of nepotism regarding the hiring, placement, duties, and evaluation of employees, admission of students and assignment of students to classes, and making other business decisions based on family relationships	March 1
<b>Complaint and/ or Internal Dispute Resolution Policy</b>	Including procedures and forms; must include Uniform Complaint Procedure; may include other forms and systems established by school	March 1
<b>Student Discipline Policy</b>	Policies and procedures for student discipline, including behavior expectations, suspension/expulsion standards, and due process; including procedures for students with disabilities	June 30

Item	Description	Due Date (all dates prior to school opening)
<b>ADMINISTRATION</b>		
<b>Proof of Insurance</b>	Non-Profit shall obtain the insurance coverage in the amounts required by the First Amended MOU; CVUSD as additional insured, and provide certificates of insurance coverage to CVUSD staff	March 1
<b>Risk Management Plan</b>	Policies and practices to prevent and address reasonably foreseeable risks and incidents occurrences, plus certification that such policies and practices have been instituted	April 1
<b>Health Department</b>	Health department approval for service of food at school facility	June 1
<b>PERSONNEL</b>		
<b>STRS/PERS Reporting</b>	Contract with San Bernardino County Office of Education for STRS and/or PERS reporting	June 1
<b>Employee Handbook</b>	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	June 30
<b>Teacher credentials and qualifications</b>	Spreadsheet containing information on all instructional personnel regarding their credentials and qualifications	June 30
<b>Evaluation</b>	Performance evaluation procedures for all leadership positions (listed above) and teachers (including instructional aides, PE aides/proctor, world language teacher, etc.)	June 30
<b>Payroll</b>	Contract or other verification of payroll service provider; or identification of individual responsible for payroll processing	June 30
<b>Job descriptions</b>	Updated job descriptions for all school leadership positions (listed above) and teachers (including resource teachers, prep teachers, instructional coaches, etc.)	July 1
<b>Criminal and TB screening</b>	Certification that all employees have been subject to criminal background check (FBI and DOJ) and tuberculosis screening	August 1
<b>Safety training</b>	Certification that all employees have been trained in health, safety and emergency procedures	August 1

Item	Description	Due Date (all dates prior to school opening)
<b>STUDENT ENROLLMENT</b>		
<b>Recruitment materials</b>	Promotional materials and description of outreach/recruitment activities to be undertaken (with dates and locations); including notice of enrollment period (accepting applications, close of applications, lottery, etc.)	February 12
<b>Admission, Enrollment, and Exit Procedures</b>	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	February 12
<b>Application Form</b>	Current printed, downloadable or online form to apply for admission to the school	February 12
<b>Required documents/enrollment package</b>	List of information and documents required to complete enrollment of admitted students	June 30
<b>Verification of sufficient enrollment</b>	Verification that school has completed enrollment process for a number of students in each grade equal to the enrollment projected in its budget for the first year of operation; verification to consist of spreadsheet with student name, DOB, grade enrolled, parent/guardian name/s, home address, phone	June 30
<b>Student roster</b>	List (Excel format) of students admitted, enrolled and on wait list, including student name, CSIS number, DOB, grade enrolled, parent/guardian name/s, home address, phone, district of residence, prior school attended, enrollment status (i.e. admitted, enrollment complete, wait list)	June 30
<b>Notices to Parents/Guardians</b>	Copies of all mandated notices to parents and guardians, including those required under NCLB and other applicable law (examples: ESSA Title I, English Learners, special education, etc.)	August 1
<b>ACADEMIC PROGRAM</b>		
<b>LCAP</b>	Local Control and Accountability Plan	June 30
<b>Academic calendar</b>	Calendar of academic year showing holidays, recess periods, staff development days, etc.	July 1
<b>Daily bell schedule</b>	Current schedule of class periods on daily and weekly basis, with arrival and dismissal times for regular and early release days	July 1

<b>Item</b>	<b>Description</b>	<b>Due Date (all dates prior to school opening)</b>
<b>Textbooks and instructional materials</b>	List of instructional materials and textbooks to be used in the first year of operation, copy of order for materials	August 1
<b>FINANCE</b>		
<b>Accounting services</b>	Signed contract with back-office or financial services provider; or identification of individual/s responsible for fiscal management	February 1
<b>Attendance Accounting Procedures</b>	Description of or instructions for attendance accounting	April 1
<b>Start-up grant</b>	Public Charter School Grant Program application and subsequent correspondence re: status	March 1
<b>Bank information for fund transfers</b>	Completed forms for transfer of funds to charter school (to San Bernardino County Office of Education)	April 1
<b>Charter School Annual Information Survey</b>	CDE on-line form designating status of school as direct funded	CDE due date prior to opening (May)
<b>Procedures to be used in event of school closure</b>	Plan for school closure	June 30
<b>Identification of point of contact for closure activities</b>	Name, phone, email, fax and postal address for primary contact in event of school closure	June 30
<b>PENSEC</b>	Pupil Estimates for New or Significantly Expanding Charters (PENSEC) reporting estimated average daily attendance (ADA) and other pupil counts for charter schools that will be newly operational	CDE due date





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## FIRST AMENDED SCHEDULE D

### Charter-Specific Conditions

*The conditions under which the Charter was granted were specified in the adopted motion of the CVUSD Board of Education amending the December 14, 2017 conditional grant of the Allegiance STEAM Academy Thrive charter petition on January 8, 2018 (CVUSD Resolution No. 2017/2018-34). Should the CVUSD Board of Education determine that the Charter School/Non-Profit has failed to comply with any of these conditions, the Charter shall be deemed to have been denied.*

Item	Description	Due Date (on or by)
<b>Term</b>	Non-Profit shall agree to a two-year charter term for Charter School, from July 1, 2018 to June 30, 2020	N/A
<b>Admissions Preferences</b>	Charter School shall agree to the following admissions preferences: <ul style="list-style-type: none"><li>i. Beginning January 1, 2019, currently enrolled Charter School students (exempt from lottery);</li><li>ii. Beginning January 1, 2019, siblings of currently enrolled Charter School students (exempt from lottery);</li><li>iii. Children of Charter School staff (exempt from lottery);</li><li>iv. For Charter School's initial 2018-2019 year of operation only, children of Charter School staff and children of Charter School Founding Members and Founding Board of Directors combined (exempt from lottery, shall not exceed 10% enrollment);</li><li>v. If the Charter School is physically located in the attendance area of a District public elementary school in which at least 50% of the enrollment is eligible for free and reduced price lunch, then students currently enrolled in that school and students who reside in that elementary school attendance area will be given preference in accordance with Education Code section 47605.3 (3:1 weighting in lottery);</li><li>vi. Children residing within CVUSD boundaries (2:1 weighting in lottery)</li></ul>	N/A

Item	Description	Due Date (on or by)
<b>Financial/ Business Services</b>	<p>Non-Profit shall immediately begin to work with Charter Impact, the Business Management Consulting Services firm that the Charter School identifies will assist with Charter School's "financial/business services" at page 118 of the Charter, or with another financial/business services provider, to remedy the critical financial reserve balance problem identified at page 3 of the District's First Amended Resolution No. 2017/2018-34, dated January 8, 2017</p> <p>Non-Profit shall immediately request that Charter Impact or another financial/business services provider, assist Non-Profit in timely applying for all available charter school funding to improve Charter School's financial condition, including but not limited to the Public Charter School Grant Program funds, the California School Finance Authority Charter School Revolving Loan Fund Program</p>	Immediately
<b>LCAP</b>	Non-Profit shall begin process of developing an LCAP and provide CVUSD staff with written monthly status reports detailing ASA's development of a LCAP	Commencing on January 2, 2018
<b>Board of Directors</b>	Non-Profit shall have five approved members on the Board of Directors	March 1, 2018
<b>Hire CEO/ Principal</b>	Non-Profit shall hire a CEO/Principal holding a California Administrative Credential and a California Teaching Credential, hold a Master's Degree or above, and have a minimum of five years of public school or charter school administrative and teaching experience	March 1, 2018
<b>Board Policies and Administrative Regulations</b>	<p>Non-Profit shall develop, adopt, and provide the District with copies of Non-Profit Board Policies and Administrative Regulations regarding:</p> <ul style="list-style-type: none"> <li>i. <i>Philosophy, Goals, Objectives, and Comprehensive Plans</i></li> <li>ii. <i>Administration</i></li> <li>iii. <i>Business and Noninstructional Operations</i></li> <li>iv. <i>Bylaws</i></li> </ul>	March 1, 2018
<b>Attendance of El Dorado Charter SELPA's Potential New Partner Meeting and Proof of Attendance</b>	A representative of Non-Profit shall attend the EL Dorado Charter SELPA's Potential New Partner Meeting: Cohort 2 (Ontario) meeting on January 19, 2018, and provide proof of attendance to the District	January 19, 2018

<b>Item</b>	<b>Description</b>	<b>Due Date (on or by)</b>
<b>Hire Director of Business Services</b>	Non-Profit shall hire a Director of Business Services, who shall hold, at a minimum, a Bachelor's Degree in business, finance, financial accounting, or a related field, and who shall have a minimum of five years of California public or charter school business office experience	March 15, 2018
<b>Hire Director of Educational Programs</b>	Non-Profit shall hire a Director of Educational Programs, who shall hold a California Administrative Credential and a California Teaching Credential, and hold, at a minimum a Master's Degree or above, with a minimum of five years of public or charter school administrative experience, and a minimum of five years TK-8 teaching experience	March 15, 2018
<b>Identify Contact</b>	Non-Profit shall identify at least one staff member as a contact person for Non-Profit/Charter School	February 1, 2018
<b>Board Policies and Administrative Regulations</b>	Non-Profit shall develop, adopt, and provide the District with copies of Non-Profit Board Policies and Administrative Regulations regarding: <ul style="list-style-type: none"> <li>i. <i>All Personnel</i></li> <li>ii. <i>Students</i></li> <li>iii. <i>Instruction</i></li> <li>iv. <i>Facilities</i></li> </ul>	March 15, 2018
<b>Plans and procedures</b>	Non-Profit shall develop and submit to CVUSD staff the following plans and policies for approval by the CVUSD Superintendent: <ul style="list-style-type: none"> <li>i. <i>Employee recruitment plan</i></li> <li>ii. <i>Student recruitment and enrollment plan</i></li> <li>iii. <i>Job descriptions including employee qualifications for Charter School's Speech Language Pathologist Assistants, Instructional Aides, PE Aides/Proctors, and World Language Teachers</i></li> <li>iv. <i>Certificated job descriptions including employee qualifications (i.e. elementary teacher, math teacher, science teacher).</i></li> <li>v. <i>Classified job descriptions including employee qualifications (i.e. secretary, custodian, clerks, health technician, instructional aides)</i></li> </ul>	February 1, 2018
<b>El Dorado Charter SELPA Application</b>	Charter School shall complete and submit an online application to a SELPA and provide copies of the SELPA application to CVUSD Special Education Director	March 1, 2018
<b>Student Data System</b>	Charter School shall investigate and select a student data system	April 1, 2018

Item	Description	Due Date (on or by)
<b>Textbooks and Other Instructional Materials</b>	Non-Profit shall review, select, adopt, and order sufficient textbooks and other instructional materials for Kindergarten through 8th grade English Language Arts, English Language Development, Mathematics, Science, Social Science, and other subjects	April 1, 2018
<b>Board Policies and Administrative Regulations</b>	Non-Profit shall develop, adopt, and provide the District with copies of Non-Profit Board Policies and Administrative Regulations regarding <i>Community Relations</i>	April 15, 2018
<b>Operational and Financial Plan</b>	Non-Profit shall submit to CVUSD staff a detailed Operational and Financial Plan for approval by the CVUSD Superintendent. The Operational and Financial Plan covers professional development for all Charter School teaching staff relating to STEAM-based curriculum and instruction, including the minimum required qualifications of the Charter School administrative team that, according to the Charter, at page 18, “ <i>will provide targeted professional development to staff</i> ”	April 1, 2018
<b>Revised Budget and Cash Flow Analysis</b>	Non-Profit shall submit to CVUSD staff a revised Budget and Cash Flow Analysis for 2018-2019 Year 1 and 2019-2020 Year 2, for approval by the CVUSD Superintendent.	April 1, 2018
<b>Educational Plan</b>	Charter School shall submit to CVUSD staff a detailed educational plan identifying for each subject matter listed at pages 44 and 45 of the Charter, the distinct measurable pupil outcomes for each grade level, and how students at each grade level will achieve those measurable pupil outcomes, for approval by the CVUSD Superintendent	April 1, 2018
<b>Accounting Policies and Procedures Manual</b>	Non-Profit shall submit to CVUSD staff an accounting policies and procedures manual for approval by the CVUSD Superintendent. Non-Profit shall adopt the most recent (2017) Fiscal Crisis Management Assistance Team (“FCMAT”) <i>California Charter School Accounting and Best Practices Manual</i> available at <a href="http://fcmat.org/wp-content/uploads/sites/4/2017/12/2017-Charter-School-Manual-11-27-2017-FINAL.pdf">http://fcmat.org/wp-content/uploads/sites/4/2017/12/2017-Charter-School-Manual-11-27-2017-FINAL.pdf</a> as Charter School’s accounting policies and procedures manual	March 1, 2018
<b>Contractor for School Breakfast/ Lunch Program</b>	Non-Profit Board of Directors shall begin the process to find a qualified contractor for the school breakfast/lunch program	March 1, 2018

<b>Item</b>	<b>Description</b>	<b>Due Date (on or by)</b>
<b>Financial Updates</b>	Non-Profit shall open bank accounts and establish procedures for accounts payable and receivable. Each month thereafter Non-Profit shall provide CVUSD staff evidence of all funds on deposit, including but not limited to, monthly bank statements, bank reconciliations, cash receipt journals, and deposit register	April 1, 2018
<b>Pacing Guides</b>	Non-Profit shall develop and submit to CVUSD staff pacing guides for Kindergarten through 8th grade English Language Arts, English Language Development, Mathematics, Science, Social Science, and other subjects for approval by the CVUSD Superintendent	May 1, 2018
<b>Benchmark Assessments</b>	Non-Profit shall develop and submit to CVUSD staff Benchmark assessments for Kindergarten through 8th grade English Language Arts, English Language Development, Mathematics, Science, Social Science, and other subjects for approval by the CVUSD Superintendent	May 1, 2018
<b>STEAM Units</b>	Non-Profit shall develop and submit to CVUSD staff Kindergarten through 8th grade STEAM units that are aligned to the California State Standards and Next Generation Science Standards for approval by the CVUSD Superintendent	May 1, 2018
<b>Employee Calendars</b>	Non-Profit shall develop and adopt work calendars for all employees	May 1, 2018
<b>Academic Calendar</b>	Non-Profit shall develop and adopt student academic calendars for the 2018-2019 and 2019-2020 school years	May 1, 2018
<b>Charity Registration Status, Internal Revenue Service 501(c)(3) Tax Exempt Status</b>	Non-Profit shall obtain California Department of Justice charity registration status and Internal Revenue Service 501(c)(3) tax exempt status	May 1, 2018
<b>Employee Hiring</b>	Non-Profit shall hire the following Charter School employees: i. <i>Director of IT</i> ii. <i>8 Core Teachers</i> iii. <i>Lead Custodian</i> iv. <i>STEAM Lab Teacher</i> v. <i>1 Special Education Teacher</i>	June 1, 2018
<b>Performance Tasks</b>	Non-Profit shall develop and submit to CVUSD staff Kindergarten through 8th grade STEAM performance tasks that are aligned to the California State Standards and Next Generation Science Standards for approval by the CVUSD Superintendent	May 1, 2018

<b>Item</b>	<b>Description</b>	<b>Due Date (on or by)</b>
<b>Report Cards</b>	Non-Profit shall develop and adopt student report cards for Transitional Kindergarten through 8th grade	June 1, 2018
<b>Supplies</b>	Non-Profit shall begin selecting and ordering school supplies, office supplies, and technology supplies for Charter School students and staff	May 1, 2018
<b>Professional Development Groups</b>	Non-Profit Board of Directors shall contract with professional development groups (i.e. Buck Institution for Education for Project-Based Learning to support STEAM integration)	June 1, 2018
<b>Stakeholder Input on LCAP</b>	Non-Profit shall receive and respond to stakeholder input on LCAP, and provide CVUSD staff written proof of such receipt and Charter School's response to Charter School's stakeholder input on Charter School's LCAP	May 1, 2018
<b>Employee Health Benefit Plans</b>	Non-Profit shall investigate and contract for employee health benefit plans	June 1, 2018
<b>Hire Attendance Clerk</b>	Non-Profit shall budget for and hire a Charter School Attendance Clerk familiar with CALPADS data entry and student record keeping	June 1, 2018
<b>Employee Hiring</b>	Non-Profit shall hire the following Charter School employees: i. <i>Office Manager</i> ii. <i>Office Assistant</i> iii. <i>Health Technician</i> iv. <i>1 Special Education Teacher</i> v. <i>Counselor</i> vi. <i>8 Core Teacher</i> vii. <i>Speech language Pathologist Assistant</i> viii. <i>Receptionist</i> ix. <i>2 Custodians</i> x. <i>1 PE Teacher</i> xi. <i>1 Drama Teacher</i> xii. <i>1 Music Teacher</i>	June 1, 2018
<b>Employee Hiring</b>	Non-Profit shall hire the following Charter School employees: i. <i>4 Instructional Special Education Aides</i> ii. <i>1 PE Aide/Proctor</i> iii. <i>4 Proctors</i> iv. <i>3 World Language Instructors</i>	June 30, 2018
<b>LCAP</b>	Non-Profit Board of Directors shall adopt and/or approve the Charter School's LCAP	June 30, 2018
<b>Revised Budget</b>	Non-Profit Board of Directors shall adopt and/or approve the Revised Budget aligned with the Charter School's LCAP for 2018-2019 and 2019-2020 school years	June 30, 2018

<b>Item</b>	<b>Description</b>	<b>Due Date (on or by)</b>
<b>Contract for School Breakfast/Lunch Program</b>	Non-Profit Board of Directors shall adopt and/or approve the contract for school breakfast/lunch program	June 30, 2018
<b>Policy for Student Conduct and Discipline</b>	Non-Profit Board of Directors shall develop and/or approve a policy for student conduct and discipline	June 30, 2018
<b>Enrollment</b>	Charter School shall have 480 full-time equivalent students committed to be enrolled in the Charter's first school year as shown by verifiable in-District Intent to Enroll forms. Charter School's class sizes must comply with Charter School's projected enrollment at page 28 of the Charter School petition. Charter School shall assign teachers and classified staff, and create class lists. Charter School shall input all student data into student record system	June 30, 2018
<b>August 1, 2018 Tasks</b>	Charter School shall complete the following tasks and provide written evidence of completion to CVUSD staff: <ul style="list-style-type: none"> <li>i. Provide all appropriate professional development for all Charter School staff.</li> <li>ii. Complete all preparations for the first day of instruction for the 2018-2019 school year on August 15, 2018.</li> <li>iii. Provide all mandated training for all Charter School staff (i.e. suicide prevention, sexual harassment, mandated child abuse reporting, uniform complaint procedure).</li> <li>iv. Prepare, adopt, and post on Charter School's website all mandatory parent/guardian notifications</li> </ul>	August 1, 2018
<b>Charter School Coordinator Fee</b>	Non-Profit shall pay the District an annual fee for the hire, employ, and management of a CVUSD Charter School Coordinator ("Charter School Coordinator Fee") that is responsible for oversight of the Charter School	First payment on January 1, 2019