



# Yuba County Office of Education

## Charter School Memorandum of Understanding

Between Yuba County Board of Education,  
County Superintendent of Schools/Office of  
Education,

And

Yuba Environmental Science Charter Academy

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## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is made and entered into this 19th day of June, 2013, by, between and among the Yuba County Board of Education (hereinafter "the County Board") Yuba County Superintendent of Schools/Office of Education (hereinafter "the YCOE") (collectively, the "County"), and Yuba Environmental Science Charter Academy (hereinafter "YES"). Hereinafter, the County Board, the YCOE, and YES Charter Academy shall be collectively referred to as "the Parties."

### **I. PURPOSE OF MEMORANDUM OF UNDERSTANDING**

- A. The State of California enacted the Charter Schools Act of 1992 (hereinafter "The Charter Schools Act") authorizing the formation of charter schools with the intent that the schools improve student learning through a variety of means, including increased learning opportunities, innovative teaching methods, performance-based accountability, and expanded choice for parents within the public school system.
- B. The Charter Schools Act (Education Code section 47600 et seq.) authorizes the County Board to grant charter petitions under specified circumstances. The County Board, at its May 9, 2013 Board meeting, conditionally approved a charter petition for YES Charter Academy (hereinafter referred to as "YES" or "Charter Academy" or "Charter School"), for a five-year period beginning July 1, 2013 through June 30, 2018, (hereinafter "the Charter").
- C. YES is operated as a California non-profit public benefit corporation which will manage and operate the Charter School in accordance with Education Code Section 47604. YES Board is responsible for the Charter School's compliance with the terms of the Charter and with this MOU.
- D. All Parties agree that no single Party to this Agreement waives any of the rights, responsibilities and privileges established by the Charter Schools Act that may change from time to time during the Term of this MOU.
- E. To the extent permitted by applicable law, the County Board has, by agreement with the County Superintendent, delegated its obligations to oversee the Charter School to YCOE under the terms of the Charter, by this Agreement, applicable laws, regulations, and County policies and procedures; and in connection with this delegation, the YCOE shall report periodically to the County Board.
- F. The fundamental interest of the YCOE is - on a continuing basis - to be reasonably assured that YES Charter Academy is:
  - Implementing the provisions of the Charter as approved.
  - Adhering to all requirements of federal, state, and local law that apply to the Charter School.
  - Operating prudently and soundly in all respects.
  - Providing a sound education for the Charter School's students.
- G. The Parties recognize that there are many matters related to the operation of YES Charter Academy and to the effective oversight of the Charter School by YCOE, which go beyond the provisions included in the

Charter or which need further clarification. YCOE also acknowledges that the day-to-day operation of the Charter School is to be solely carried out by YES Board of Directors, the school's administration, faculty, and staff. This MOU is intended to address those matters that have not been covered in the Charter and to provide guidance on the oversight policies and procedures of YCOE. Further, this MOU is intended to outline the Parties' agreements governing their respective fiscal and administrative responsibilities and their legal relationships.

## **II. TERM OF MEMORANDUM OF UNDERSTANDING**

- A. The term of this MOU shall be coterminous with the Charter Term effective as of July 1, 2013 (the "Effective Date") and shall continue through the Charter Term ending on June 30, 2018 thereof as specified by law (the "Term"). This MOU between and among the County Board, YCOE, and YES, and is subject to termination during this Term as specified by law or as otherwise set forth in this MOU.
- B. Any modification or revision of this MOU must be made in accordance with Section 9 (Amendment and Waiver) by duly authorized representatives of all Parties.
  - B.1 The duly authorized representative of YES Board is its President or designee, so designated in writing
  - B.2 The duly authorized representative of the County Board is the President of the YUBA County Board of Education or designee, so designated in writing.
  - B.3 The duly authorized representative of the YCOE is the County Superintendent of Schools or designee, so designated in writing.
- C. For purposes of material revision to the charter, such revisions take effect only if approved by YES Board and the County Board.
- D. This MOU shall be reviewed at least annually by the Parties and amended as mutually agreed. Proposed revisions to the MOU will be submitted by February 1 annually, or as may be requested by YES or the YCOE. YES or YCOE may request mid-year revisions to this MOU that are triggered by material changed circumstances, changes in laws, or policies or conditions of operation by the YCOE. Such modifications, if agreed upon, will be included as addendums to this MOU. This MOU will automatically expire upon the expiration, non-renewal, voluntary closure, or revocation of the Charter.

## **III. TERM, RENEWAL, AND REVOCATION OF CHARTER**

- A. YES is a public charter school that shall be operated pursuant to the Charter and this MOU. YES shall operate as a classroom based charter school within the geographic boundaries of Yuba County.
- B. YES shall serve grades K-8 and shall have an approximate enrollment of 125 students.
- C. YES shall be responsible for all the functions of the Charter School subject to terms and conditions set forth in this MOU, the charter and applicable law.
- D. The Parties acknowledge that the provisions of the Charter and this MOU are not intended to conflict. However, in case of conflict between the Charter and MOU, the Parties agree to meet as soon as possible to negotiate a revision to this MOU or the Charter as applicable that will ensure the continued operation of YES. To the extent the revision is a material change in the terms of the Charter such revision shall require approval of the County Board and YES's Board of Directors ("Board"). In all cases the terms of the MOU or the law shall control over the terms of the Charter if there is a conflict.
- E. Future review and renewal of the Charter School shall be based on compliance with the terms set forth in this MOU, the Charter,

requirements of the Education Code, and applicable state and federal law and regulations. The YCOE shall review all materials submitted in accordance with YCOE policy and this MOU, including the continued fiscal viability of the Charter School and its compliance with any annual audit findings. Review of the Charter School shall also be in accordance with state and federal law, and as described under Section 4.3 (Site Visits) of this MOU. The County Board reserves the right to approve revisions to the Charter and/or revoke the Charter as specified in Education Code Section 47607 and applicable regulations, if any.

## **SECTION 1: GOVERNANCE AND ORGANIZATIONAL MANAGEMENT**

### **General**

- a. The Charter School will operate consistent with Education Code ("EC") Section 47604(a). YES acknowledges, as is stated in its Charter, that it is a separate legal entity and neither the County Board nor the YCOE are liable for the debts and obligations of YES Board or the Charter School so long as the County Board has provided oversight as per EC Section 47604(c).
- b. The Parties further recognize that, consistent with the adoption of this petition approved by the County Board, YES has obtained and maintains status as a non-profit, public benefit corporation as provided in EC Section 47604.
- c. The County Board reserves the right to appoint a representative to the YES Board of Directors in accordance with EC Section 47604 (b).
- d. YES will use all revenue received from state and federal sources only for the educational services and related activities specified in the Charter and this MOU for the benefit of the students enrolled and attending the Charter School.
- e. Other 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.

### **Organization**

Within forty-five (45) business days after approval of this MOU, and subsequently at all times it is operational, YES will post and/or update the information set forth below on the Charter School's website. YES will update the posting as quickly as possible whenever the information changes:

- a. Contact information, including phone numbers and e-mail addresses of the principal contacts for the Charter School; and
- b. The YES management organization chart displaying YES's Board of Directors, and listing of all the names and

contact information for the Charter School's operational leadership.

YES will provide YCOE with written notice of any change in the directors, officers, and administrators within twenty (20) business days.

### **Governing Board Composition**

Within forty-five (45) business days after approval of this MOU, YES will post the following information on the Charter School's website, and will update the posting as quickly as possible whenever the information changes:

- a. Updated Articles of Incorporation as filed with the California Secretary of State.
- b. Updated Bylaws approved by Board of Directors.
- c. Notice of approval of federal 501(c) (3) tax-exempt status of YES.
- d. Conflict of Interest policy applicable to the Charter School and its Board and Administrators.
- e. Roster and biographies of current YES Board.
- f. Membership process for the YES Board.
- g. Local school administration, including a description of the decision-making process used by the Charter School, including parent/teacher organizations.

### **Governing Board Activities**

**Calendar:** YES shall provide YCOE an annual calendar of Board meetings, including a description of how parents of the Charter School students and community members will be notified of the meetings. This calendar shall be posted on the Charter School's website.

**Brown Act Training:** Prior to the first day of school ("Opening Date"), YES shall provide verification by letter to YCOE that all members of their Board, administrative staff, and any other YES staff deemed appropriate, have participated in training on the requirements of the Ralph M. Brown Act (Government Code Sections 54950 - 54962) (the "Brown Act").

**Governing Board Meetings:** The YES Board shall conduct public meetings at least once per month to ensure that the Board is providing sufficient direction to the Charter School through implementation of effective policies and procedures. Governing board meetings of YES will be conducted in keeping with the requirements of the Brown Act.

1. All agendas shall be provided to the YCOE electronically in advance of the board meeting when posted and such

posting shall be in a conspicuous location and on the Charter School's web site in accordance with the Brown Act.

2. The approved minutes of each meeting shall be made available to the YCOE within twenty (20) business days of the approval, whether regular or special.
3. Approved Governing Board meeting agendas and minutes will be posted on the Charter School's website.
4. YES Board meeting agendas and minutes shall be maintained and available for public inspection and during site visits.
5. If YES records its meetings, YES shall provide YCOE with an audio recording of the meeting, and any changes, additions and/or materials provided to the Board.

**Governing Board Policies:**

The YES Board will adopt policies and procedures to guide the operation of the Charter School, and YES will post such policies and procedures on the Charter School's website, updating the posting as quickly as possible following any change. A copy of these policies and procedures shall be submitted to YCOE prior to the start of the 2013-14 school year and upon revision. The policies and procedures will include, but not be limited to, the following:

**Conflicts of Interest:** Prior to September 1, 2013, and each July 1 thereafter, YES's Board shall:

Adopt a conflict of interest policy, including provisions related to nepotism, for itself, for the Charter School, and for YES's employees and contractors, to ensure that no action taken by an individual or organization covered by the policy results in an actual or apparent conflict of interest; and

Provide YCOE verification that all YES Board members and employees have participated in conflict of interest training.

**Internal Fiscal Controls:** YES will maintain internal fiscal control policies governing all financial activities of Charter School. YES shall provide YCOE a copy of all Board-approved internal fiscal control policies and procedures (and any revisions thereto). All such policies and procedures are subject to review during site visits to see that they are being implemented.

**Campus Supervision:** Prior to the August 1, 2013 YES shall provide YCOE with a copy of the Board-approved policy relative to the supervision of the Charter School's students before and after school and while on campus, student pick-up, as well as a procedure for visitors to enter and leave campus.



**Discipline Policies:** Prior to the August 1, 2013 YES shall provide YCOE a copy of the Board-approved policies relative to Charter School's student discipline. These policies should contain a list of the offenses for which students may be suspended or expelled, the procedures for suspension or expulsion and provision of homework for students for less than 5 days suspension, procedures by which parents and students will be informed about reasons for suspension or expulsion, the procedures for expulsion appeals, and of their due process rights in regard to either disciplinary action.

**Parent/Student Handbook:** Prior to the first day of school each year, YES shall provide YCOE a copy of the parent/student handbook for the Charter Academy. At a minimum, the handbook shall include detailed expectations for student attendance, behavior, and discipline, including policies and consequences for bullying and harassment, due process rights related to discipline (including suspension, expulsion, and special education), and a description of both informal and formal complaint procedures that parents may pursue in the event of disagreements. YES will provide a hardcopy of the parent/student handbook to each family at the beginning of each school year and will post a copy on the Charter School's website.

**Health and Safety Plan:** During the Charter Term, YES will have the following information posted on its website and will update the posting as quickly as possible whenever the information changes:

- A copy of the health, safety, and emergency plan for Charter School's students and employees.
- Certification that staff has been trained in health, safety, and emergency procedures.
- The health and safety plan shall address, at a minimum, fire emergencies, earthquakes and other natural disasters, civil disorder, accidents, injuries, and other threats to the health and safety of students and staff. YES shall provide training for staff in responding to emergencies and conduct emergency response drills for its students. YES shall provide YCOE a copy of the annual calendar of emergency drills for students at the Charter School.

**Wellness Plan:** During the Charter Term, YES will have the following information posted on its website and will update the posting as quickly as possible whenever the information changes:

- A wellness plan that shall address at a minimum, physical activities for students, goals for nutrition education, and other school-based activities that are designed to promote student wellness in a manner that is appropriate.
- *Free or reduced price nutritionally adequate meals:* YES shall comply with California Education Code Section 49550

and provide YCOE a copy of their policy for serving free or reduced price nutritionally adequate meals.

- **Notice to Parents/Guardians:** During the Charter Term, and at all times it is operational, YES will have posted on the Charter School's website information concerning the rights of parents and guardians under the applicable provisions of the federal No Child Left Behind ("NCLB") Act and the Family Educational Rights and Privacy Act ("FERPA"), and will update the posting as quickly as possible whenever the information changes. YES will also provide a hardcopy of the information to each family at the beginning of each school year.
  
- If YES receives Title I funding on behalf of the Charter Academy, the Charter School shall provide parents with the required information regarding NCLB, including the right to request and receive essential information about the professional and educational background of the teacher(s) instructing their child and notification when their child is taught for four or more weeks by a teacher who is not "highly qualified" as defined by NCLB.

**Family Educational Rights and Privacy Act (FERPA):** YES employees who have a legitimate educational interest are entitled access to education records under 20 U.S.C.A. § 1232g, FERPA. YES, its officers and Charter School employees shall comply with FERPA at all times. In addition, it is agreed that the YCOE has a legitimate educational interest in the educational records of the Charter School's students such that the YCOE shall have access to those records. Records shall, at a minimum, include emergency contact information, health and immunization data, attendance summaries, and academic performance data from the statewide student assessments required pursuant to EC Sections 60605 and 60851.

**Criminal Records Summaries:** At all times during the Charter's Term, YES employees at the Charter Academy, parent and non-parent volunteers who will be performing services that are not under the direct supervision of a certificated teacher, and onsite vendors having unsupervised contact with students will submit to background checks and fingerprinting in accordance with EC Sections 44237 and 45125.1. YES will provide certification to YCOE that all employees and volunteers/vendors (as applicable) have clear criminal records summaries prior to their having any unsupervised contact with students. YES shall maintain on file and have available for inspection during site visits, evidence that it has performed criminal background checks for all employees and documentation certifying that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students.

### **Administration**

Prior to the effective date of opening, and at all times it is operational, YES will have the following information posted on the Charter School's website and will update the posting as quickly as possible whenever the information changes:

**Enrollment and Admissions Documentation:**

1. Procedures for application, enrollment, admission, wait listing, and the public random drawing, which will include, but not be limited to, an assurance that YES will provide a 2 to 1 preference for in-district students.
2. Descriptions of outreach and recruitment activities that have been conducted to reach target population as described in the Charter.
3. Evidence that enrollment preferences and random drawing preferences are consistent with the Charter and applicable law.
4. A copy of the application and enrollment forms and information provided to prospective families.
5. Process for exiting a student from the Charter School for other than disciplinary reasons.

By September 30th of each year, YES shall also provide the YCOE with electronic documentation of enrollment, including each student's name, date of birth, residence address, name and district/address of school attended in previous year, if applicable, and parent's or guardian's name.

**Required Disclosures:** YES shall promptly notify YCOE of any pending or actual litigation and/or claim from any party or notice of any criminal or civil action against YES, the Charter Academy or any employee, agent or volunteer that may involve or affect YES. In addition, YES shall promptly notify YCOE of any request for information by any governmental agency about YES or its Charter. Likewise, YCOE shall promptly notify YES of any pending or actual litigation and/or claim from any third party or notice of any potential litigation and/or claim against YCOE, the County Board, or YES, that may involve or affect YES or the Charter Academy. In addition, the YCOE shall promptly notify YES of any request for information by any governmental entity about YES.

**School Accountability Report Card ("SARC"):** On or before February 1<sup>st</sup> of each year, YES shall post its SARC on their website. YES will use the template developed by the California Department of Education ("CDE"), to the extent it is available. YES may add elements of the SARC in accordance with applicable law. If the Charter School receives a request for a hard copy of the SARC, it shall provide the copy at no charge.

**Inquiries or Requests for Information:** YES shall promptly respond to all reasonable inquiries by the YCOE, County Board, the Superintendent of Public Instruction, their respective designees and any other authorized agency, including but not limited to the financial records of the Charter School and shall consult with the

County Superintendent or his/her designee regarding any inquiries as per EC 47604.3.

**Insurance and Risk Management:** YES Charter Academy shall procure from an insurance carrier licensed to do business in the State of California or a qualified joint power authority ("JPA") registered with the California Department of Industrial Relations, and keep in full force during the Charter's Term, at least the following insurance coverages:

*Property Insurance* - for replacement value, including coverage for all assets listed in the applicable property inventory and consumables.

*General Liability* - At least two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) in total general liability insurance, providing coverage for negligence, errors and omissions/educators legal liability, abuse and molestation, and employment practices liability of YES, its governing board, officers, agents, employees, or students of the Charter School. The deductible per occurrence for said insurance shall not exceed twenty thousand dollars (\$20,000) for any and all losses resulting from negligence, errors and omissions of YES, its governing board, officers, agents, employees, or students of the Charter School. The policy shall be endorsed to name the County Board and YCOE as named additional insured and shall provide specifically that any insurance carried by the County which may be applicable to any claims or loss shall be deemed excess and the Charter School's insurance shall be primary despite any conflicting provisions in the Charter School's policy.

*Workers' Compensation* - In accordance with the provisions of the California Labor Code, insurance adequate to protect YES from claims under the Workers' Compensation Act which may arise from its operation of the Charter School, with statutory limits.

*Automobile Insurance* - To the extent necessary and in amounts appropriate for the type and use of any automobile.

1. YES Charter Academy and its Board or designee shall institute risk management policies and practices to address reasonably foreseeable occurrences and provide YCOE certification that such policies and practices have been instituted.
2. YES shall provide evidence of all applicable insurance coverage to YCOE annually and will instruct the insurance carrier(s) to inform the YCOE immediately if the coverage becomes inoperative for any reason. The YCOE may request to see evidence of insurance coverage during site visits.
3. YES shall hold harmless, defend, and indemnify the County Board, YCOE, its officers, agents and employees, from every liability, claim, or demand which may be made by reason of (1) any injury to volunteers; and (2) any injury to person or property sustained by any person, firm, or corporation to the

extent caused by any act, neglect, default, or omission of YES and/or its Board, officers, employees or agents.

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

In cases of such liabilities, claims, or demands, YCOE and/or County Board, at its own expense and risk, shall defend with legal counsel satisfactory to YES Charter Academy all legal proceedings which may be brought against its Board, officers, and employees, who will cooperate fully with the County Board and/or YCOE, its officers and employees, attorneys and insurance carriers and shall satisfy any resulting judgments up to the required amounts that may be rendered against any of them. This indemnity and hold harmless provision shall exclude actions brought by third persons against YES arising out of the gross negligence or intentional acts, errors, or omissions of YES, its Board, directors, employees, officers and agents.

**Administrative/Business Services Contracts:** Prior to the July 1, 2013 YES Charter Academy and its agents shall provide the YCOE a copy of its agreement, if applicable, with the vendor that will provide administrative/business services to YES, including but not limited to, payroll, accounting and budgeting, attendance accounting, fiscal reporting, contracts management, and purchasing, etc.

### **Human Resources Management**

YES Charter Academy is deemed the exclusive employer of the employees of the School for the purposes of the Educational Employee Relations Act ("EERA") under *Government Code* Section 3540, et. Seq. YES Charter Academy will have sole responsibility for employment, management, dismissal, and discipline of its employees. Prior to July 1, 2013, YES shall provide to the YCOE job descriptions and qualifications for each position, and employment rules including evaluation, hiring and termination.

**Employee Handbook:** Prior to July 1, 2013 and during the Charter Term, YES will have posted on its website (and will update such posting as quickly as possible whenever the information changes), a copy of the employee handbook that will be distributed to employees at the Charter Academy each year. At a minimum, the handbook shall include detailed expectations for employee performance and behavior, 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. YES may provide the YCOE with an electronic copy of the document in lieu of posting it on the Charter Academy's website.

**Employee Contracts:** Prior to July 1, 2013, YES will provide YCOE sample employee contract(s) that, at a minimum, state that YES is the exclusive employer of employees and has sole responsibility for employment, management, dismissal, and discipline of its employees. YES will provide YCOE with updated versions of the sample employee contract(s) when any changes are made to them during the Charter Term.

**Teacher Credentials and Highly Qualified Teacher Requirements:** Prior to July 1, 2013, and by September 30<sup>th</sup> of each year thereafter, YES shall provide the YCOE proof that all of the Charter Academy's teachers hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which teachers in other public schools are required to hold, except as otherwise exempted by the Charter Schools Act. YCOE acknowledges that YES shall have a certificated teacher of record in each classroom, but may also have additional assisting teachers in the classroom who do not have a credential. The certification will also cover the compliance with the NCLB highly qualified teacher requirements. YES will have documentation on file (for inspection upon request) of its teachers' credentials and that the teachers of any NCLB core subject meet the highly qualified teacher requirements as defined in NCLB.

**State Teachers' Retirement System ("STRS") & Public Employees Retirement System ("PERS") Reporting Requirements:** YES shall accept and assume sole financial responsibility for all STRS and PERS reporting fines and penalties resulting from incomplete, inaccurate, or late reports and/or inadequate or late deposits from any cause whatsoever, except to the extent resulting from the sole negligence of the YCOE. Such responsibility shall include but not be limited to any and all reporting fines and/or penalties.

## **Facilities**

It is understood and agreed that the County Board and/or the YCOE have no obligation to provide facilities to YES. If YES seeks facilities from a district in which it intends to locate its school under Proposition 39, it shall follow applicable statute and regulations regarding submission of such a request to a district. YES shall provide a copy of each Proposition 39 request to YCOE at the time of submitting its request to any school district.

- a. Prior to July 1, 2013, YES shall provide YCOE with its current facility lease agreements, and evidence that its facilities are adequate for Charter School's needs. YES shall thereafter provide any and all amendments to lease agreements for the Charter School's school sites and resource centers by July 1<sup>st</sup> of each year.
- b. *Zoning and Occupancy:* Prior to July 1, 2013, YES shall provide YCOE a certification that the Charter School's facility is located in an area that is properly zoned for operation of a school or has received a conditional use permit, and that has been cleared for student occupancy by all appropriate local authorities. All facilities must meet all applicable health and fire code requirements and zoning laws. YES will furnish the YCOE, upon request, with all local approvals (*EC* Section 47610(d)) including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections and approved zoning variances. The Charter School may not exempt itself from applicable local zoning or building code ordinances.
- c. YCOE may conduct a site review, at any time, to determine that the facilities are clean, safe, American Disabilities Act ("ADA") compliant, and have the necessary local approvals to operate.
- d. In the event YES seeks to open an additional school site, the school and its agents will submit a request for a material revision of its Charter to the Yuba County Board of Education for approval. Approval must be obtained before any additional sites can begin operations.

## **SECTION 2: EDUCATIONAL PERFORMANCE**

### **Educational Program**

1. By the first day of school of each year of the Charter Term, YES will provide a timeline outlining the documentation of each of the following components to YCOE. Additionally, YES will have the following information posted on its website and will update such posting as quickly as possible whenever the information changes:
  2. The complete educational program for students to be served including, but not limited to:
    - A description of the curriculum and identification of the basic instructional materials to be used.
    - The process used to determine that the instructional materials are aligned to the Common Core State Standards.
    - A plan to develop and implement the Transition to the Common Core State Standards to include at a minimum; alignment of

all curricula set forth in the Charter petition; including Roots of Reading Seeds of Science, Project Wet, Project Wild and Project Learning Tree to Common Core State Standards.

- A plan for the professional development of instructional personnel to deliver the curriculum and use the instructional materials including agendas, topics to be covered, and speakers.
- Professional development will include at a minimum, content supporting the transition to the Common Core State Standards in English Language Arts and mathematics.
- Identification of specific multiple measures and Common Core State Standards-based formative assessments that will be used to determine the level of student achievement.
- A schedule of regular and on-going collaboration time for all instructional staff to review formative assessment data at the school, grade and individual student levels; and plan intervention, enrichment and instructional strategies to address student needs.
- A plan to develop a School Leadership Team to implement and monitor a system of continuous school improvement and research-based effective school practices.
- The results of the Standardized Testing and Reporting (STAR) program and/or Smarter Balance Assessment Consortium (SBAC) assessments in evaluation of student progress.
- Common Core Standards-based course offerings for middle school.

Common Core State Standards-based learning goals for each grade level in English language arts, mathematics; Next Generation Science Standards; and the new history social studies standards when published.

Scope and sequence for all subjects to be offered by the Charter Academy will be due on February 1<sup>st</sup> of each year of the Charter Term.

Annual calendar for the Charter Academy's academic year that includes the number of instructional days (must provide a minimum of one hundred eighty (180) days, unless otherwise allowed by law), annual instructional minutes offered, and the number of professional development days.

Daily bell schedule.

### **Student Achievement Plan**

- a. YES will not be required to submit a Student Achievement Plan for the Charter School if it meets its Academic Performance Index ("API") growth targets and makes adequate yearly progress



("AYP"), both school wide and by significant subgroups, each year.

- b. If the Charter School fails to meet API or AYP targets school-wide or by numerically significant subgroups, YES shall be required to submit a Student Achievement Plan to YCOE according to the following dates:
  - i. October 1 - draft Student Achievement Plan; and
  - ii. December 1 - final Student Achievement Plan
- c. If YES is seeking renewal of the Charter and it has not met API and AYP in either of the prior three school years, YES shall submit a draft Student Achievement Plan for the future concurrent with the charter renewal request.
- d. YES shall implement its final Student Achievement Plan that sets forth the Charter School's specific goals, how progress towards and achievement of each goal will be measured, and plans for addressing areas identified as needing improvement. The Student Achievement Plan shall build upon the assessment measures, educational goals, and student outcomes described in the charter petition, but shall not provide for less stringent assessment measures, educational goals, and student outcomes than those described in the charter petition. If the final Student Achievement Plan is less stringent than the Charter, this will be considered a material revision to the Charter and shall be subject to YCOE review and approval.

### **Evaluation of Educational Programs**

**Annual Report of Activities:** In conjunction with the SARC, on or before February 1st of each year, YES shall post on its website and submit a report for the Charter Academy to the YCOE for the prior year that examines the following:

1. STAR or SBAC results both in aggregate and disaggregated by numerically significant subgroups.
2. Progress made toward meeting API and AYP targets.
3. Progress made toward each of the educational goals and student outcomes identified in the charter.
4. Results and analysis of any additional internal assessments used by YES at the school.
5. The fulfillment of the school's purposes and goals, including plans to address areas identified as needing improvement by YES and/or YCOE.
6. Culture and climate of the school including attendance patterns, parent satisfaction surveys, community participation, and report on complaints/resolutions from

parents.

7. Evidence that the Charter School is financially sound.

If YES has been required to submit a Student Achievement Plan for the Charter Academy, it must also address the following elements in the Annual Report:

1. Progress made in areas identified where progress falls short of meeting outcomes identified in the Student Achievement Plan.
2. Professional development provided to further progress on goals described in the Student Achievement Plan.
3. Progress made on the implementation of changes to curriculum and instructional strategies identified in the Student Achievement Plan.
4. Evidence that the Charter School is systemically examining student data and using it to drive decisions regarding curriculum and instruction.

**Annual Plan Regarding English Language Learners ("ELLs") and other Special Needs Students:**

1. A continuing plan for the support of students requiring academic assistance to meet school curriculum and assessment requirements, including ELLs and those with identified special education needs, as well as for students continuing to be unsuccessful even with additional support, shall also be submitted to the YCOE in written form on or before February 1st of each year. The plan shall be reassessed, at a minimum, on an annual basis to measure the effectiveness of the program to meet established goals and YES shall make revisions as required.
2. The Annual Report (in conjunction with the Student Achievement Plan, if applicable) shall be used as a central area of focus for site visits. YES will provide specific evidence that the results, as shown in the Annual Report, are targeting improvement in student achievement.

**Updates to Yuba County Board of Education**

At the request of YCOE, the Charter School shall present updates and or reports to the County Board during the year.

**Special Education**

**Definition**

1. The Charter School shall be categorized as a public school within the YCOE in conformity with Education Code section

47641, subdivision (b) for purposes of Special Education, and will be treated as any other public school in YCOE with respect to the provision of Special Education services, including the allocation of duties between on-site staff and resources and YCOE staff and resources, as set forth in this Agreement.

2. It is understood that all children will have access to the Charter School and no student shall be denied admission due to a disability.

### **Compliance**

1. The Charter School will comply with all applicable federal, state and local laws.
2. The Charter School shall obtain from the Yuba County SELPA the Policies, Procedures and Forms regarding Special Education. At least annually, and as further required by YCOE, the Charter School shall review pertinent information with pertinent Charter School staff at a staff meeting. The YCOE may request additional information and review staff meetings as it deems necessary. The Charter School will collaborate with YCOE and SELPA representatives as needed and may request their attendance at the staff meeting. YCOE representatives may attend the information review staff meeting even if the Charter School does not request YCOE attendance. The Charter School, however, shall be solely responsible for the preparation of materials and for conducting the information review meeting.
3. The Charter School shall comply with Yuba County SELPA Policies, Procedures and other requirements including correct documentation on all IEP forms and adherence to procedures for submission of CASEMIS data.
4. The Charter School shall utilize Yuba County SELPA Forms.
5. The Charter School shall obtain from the YCOE, the YCOE Superintendent Policies and Administrative Regulations relating to Special Education. At least annually, and as further required by YCOE, the Charter School shall be responsible for reviewing pertinent information with pertinent Charter School staff at a staff meeting. The Charter School will collaborate with YCOE representatives as needed and may request their attendance at the staff meeting. YCOE representatives may attend the information review staff meeting even if the Charter School does not request YCOE attendance. The Charter School, however, shall be solely responsible for the preparation of materials and for conducting the information review meeting.
6. The Charter School shall adhere to all YCOE Superintendent Policies and Administrative Regulations relating to Special Education.
7. The Charter School shall provide the YCOE Assistant Superintendent of Special Education copies of sign-in sheets from staff meetings where Yuba County SELPA and Superintendent Policies, Administrative Regulations and forms are reviewed.

## **Student Study Team Process**

The Charter School will implement a Student Study Team Process ("SST"), a regular education function, to monitor and guide referrals for Special Education services. The Charter School agrees that the SST and any interventions prior to referrals for Special Education services shall be the sole responsibility of the Charter School. A copy of all referrals shall be forwarded to YCOE within a reasonable time. The Charter School shall maintain ongoing consultation with YCOE's representative regarding referrals, placements, and potential eligibility for special education services.

## **Assessments**

YES Charter Academy Staff will determine what assessments, if any, are appropriate and develop a proposed assessment plan within the applicable timelines for any assessment of referred students, annual or triennial assessments. YES will conduct such assessments in accordance with applicable procedures and protocols and within the applicable timelines.

## **Responsibility for Special Education Services**

1. The Charter School shall assume responsibility for selecting and hiring its own Special Education teachers and paraprofessionals, and shall assume all costs related to the hiring, supervision and employment of Special Education teachers and paraprofessionals. The YCOE agrees to provide support and resources to staff related to best practices and classroom strategies.
2. The Charter School assumes responsibility for hiring and/or contracting appropriate Special Education support staff and shall assume all costs related to those positions. The YCOE will assist with determination of support staff needs and contractor options.
3. Special Education teachers and paraprofessionals hired by the Charter School shall be treated as employees of the Charter School, not the YCOE.

## **Related Services**

The Charter School will arrange to provide designated related services based on identified student needs in accordance with students' IEPs. The Charter School may arrange contracts for services including contracts with YCOE staff if available.

These services shall include:

1. Speech and language services for students with qualifying IEPs.
2. Occupational Therapy services for students with qualifying IEPs.
3. Special education assessments, including psycho-educational completed by a school psychologist, academic, speech and

language, and occupational therapy, for students referred through appropriate procedures.

4. Adaptive Physical Education services.
5. Transportation - The Charter School shall be responsible for any and all transportation costs associated with students enrolled in Special Education services at the Charter School. The Charter School shall pay for such costs directly.

### **Exceptional Cost Services**

1. Any Special Education services provided by the YCOE to the Charter School in addition to the basic services described above will be considered Exceptional Cost Services. The Charter School shall incur any of the costs associated with the Exceptional Cost Services. For students with a low incidence disability, materials and equipment may be requested through the SELPA low incidence process.
2. Exceptional Cost Services shall include, by way of illustration and not limitation, the following:
  - Services listed in Education Code section 56363;
  - Placement in service specific classes, i.e., moderate-severe SDC, counseling enriched special day classes (CEC) as well as non-public school (NPS) and residential placements;
  - Special Circumstance paraprofessionals;
  - Behavior Specialists;
  - Vision Specialist services;
  - Orientation and Mobility training;
  - Services for the Deaf/Hard of Hearing;
  - Low Incidence or specialized equipment purchases; and
  - Assistive Technology Assessment/evaluation.
3. Prior to providing Exceptional Cost Services, the YCOE and the Charter School will collaborate to determine specific student service needs.
  - Exceptional Cost Services to be provided and the additional costs incurred by providing those services shall be the responsibility of the Charter School.

### **Identification and Referral**

1. The Charter School shall have the responsibility to work cooperatively with the YCOE in following procedures to identify and refer students who have, or may have, exceptional needs

that qualify them to receive Special Education services in accordance with YCOE and SELPA policy.

2. The Charter School shall be solely responsible for obtaining the cumulative files, prior and/or current IEPs and other Special Education information on any student enrolling in their program.
3. Charter School shall include a notice at the beginning of each school year and at the semester in a publication to parents of Charter School students notifying them of the YCOE's responsibility to "search and serve" students who need or are believed to need special education services. A Charter School representative shall be named, including contact information, and shall be the contact person for parents of charter school students inquiring about special education evaluation, eligibility, and/or services. Each semester, Charter School shall notify YCOE's representative of all regular education students that either required interventions beyond Charter School's regular programming or were placed on modified curriculum at Charter School.

### **IEP Meetings**

1. The Charter School shall arrange necessary IEP meetings in accordance with YCOE and SELPA Policies and Administrative Regulations and applicable law. The Charter School shall be responsible for having a designated Charter School administrator, Special Education teacher, and Charter School general education teacher(s) who are knowledgeable about the student's regular education program at the Charter School in attendance at all IEP meetings.
2. The Charter School shall be responsible for providing all IEPs to the YCOE in a timely manner for the purpose of pupil count tracking through CASEMIS. The YCOE agrees to provide CASEMIS support to the Charter School. The Charter School staff will participate in training for completion of IEPs electronically (SELPA Manager/SEIS).

### **IEP Team**

1. The Charter School shall establish an IEP team. Team membership shall be in compliance with any applicable federal, state and local law and shall include the designated representative of the Charter School (or designee) and the designated representative of the YCOE as needed.
2. Decisions regarding eligibility, goals/objectives, program, placement, and exit from Special Education shall be the decision of the IEP team.
3. Special Education services and placements shall be provided to all eligible Charter School students in accordance with Policies, Administrative Regulations and requirements and of YCOE, Yuba County SELPA, and state and federal law.

4. Charter School shall ensure each student's IEP is made available to, understood and fully implemented by staff who work with the student, including, where applicable, all accommodations, modifications, supports for instruction, goals and objectives, data collection and progress reporting.

### **Restrictions on Designation of Disability**

The Charter School acknowledges that under the IDEIA, a child shall not be determined to be a child with a disability eligible for Special Education if the determinant factor for such determination is:

1. Lack of appropriate instruction in reading, including in the essential components of reading instruction as referenced in the IDEIA;
2. Lack of instruction in math; or
3. Limited English proficiency. (20 U.S.C., § 1414, subd. (b) (5) (A-C).)

### **Students with Current IEP**

1. For students who enroll in the Charter School with a current IEP, the Charter School shall complete an interim placement form and conduct a follow-up IEP meeting in accordance with applicable law.
2. The Charter School shall request YCOE review of new students with IEPs prior to their enrollment in the Charter School.

### **Complaints**

1. The Charter School will address, investigate, and respond to informal complaints in a timely manner.
2. Upon receipt of a Uniform Complaint, the Charter School will consult with the YCOE in order to address/respond to/investigate all complaints received under the Uniform Complaint Procedure involving Special Education.

### **Due Process Hearings**

1. In consultation, the YCOE in conjunction with the Charter School, may initiate a due process hearing on behalf of a student enrolled in the Charter School as the YCOE determines is legally necessary to meet responsibilities under state and federal law.
2. The YCOE will assist the Charter School to prepare, file and prosecute the case.
3. In the event that the YCOE determines that legal counsel representation is needed, the YCOE and Charter School shall be jointly represented by the YCOE's legal counsel. Costs of legal representation shall be borne by YES.

4. The Charter School shall cooperate in the pursuit or defense of due process hearings as needed.

#### **Actions Filed Against the Charter School and/or YCOE**

1. The YCOE and Charter School shall work together to prepare and defend any case filed against the Charter School and/or YCOE regarding Special Education eligibility, placement or services provided to a student by the Charter School.
2. In the event that the YCOE determines that representation from legal counsel is needed, the YCOE and Charter School shall be jointly represented by the YCOE's legal counsel unless there is a conflict of interest. Costs of legal representation shall be borne by YES.
3. Charter School staff and administrators shall cooperate in the defense as needed.
4. YCOE may direct Charter School to take any and all corrective action it believes is unreasonably necessary for compliance with state and federal special education laws. If Charter School does not comply with YCOE's directive, Charter School shall hold harmless, defend, and indemnify YCOE against any and all actions, claims, complaints, charges, demands, suits, compliance complaints, and due process filings of any and all kind whatsoever that arises out of the failure to comply with YCOE's directive. It is specifically understood and agreed that such indemnification, defense, and duty to hold harmless shall include Charter School responsibility to reimburse YCOE for any and all costs arising out of or related to such action, claim, complaint, charge, demand, suit, compliance complaint or due process filing including but not limited to attorney fees, YCOE staff time, investigation costs, mediation, settlement, expert witness fees, or assessments.

#### **SELPA**

1. The YCOE Assistant Superintendent or designee shall represent the Charter School at all Yuba County SELPA meetings.
2. Reports to the Charter School regarding Yuba County SELPA decisions, policies and other relevant information shall be communicated to the Charter School by the YCOE.
3. To the extent that the YCOE and/or Yuba County SELPA provide training opportunities and/or information regarding Special Education to site staff, such opportunities/information shall be made available to Charter School staff.
4. To the extent that YCOE site staff has the opportunity to participate in committee meetings of the Yuba County SELPA as representatives of their school, such opportunities shall be made available to Charter School staff.

#### **Special Education Apportionment Directly to the Charter School**



1. The parties agree that, pursuant to the division of responsibilities set forth in this Agreement, the Charter School has elected the status of any other public school in the county for the purposes of Special Education services and funding and has the responsibility of arranging services.
2. All funds apportioned to the Charter School through Yuba County SELPA shall be passed through directly to the Charter School according to the SELPA Allocation Plan for the purpose of supporting Special Education costs.
3. The Charter School shall provide the YCOE with ten percent (10%) of the Special Education apportionment for support and services outlined in this Agreement.
4. The Charter School recognizes the SELPA Special Education allocation will not cover all Special Education expenses and agrees to cover the excess costs through general education allocations. These costs include but are not limited to direct Charter School costs as well as possible excess costs to YCOE if direct services are provided.

### **Correspondence Regarding Special Education**

Within 24 hours of the time any correspondence related in any way to Special Education service issues or parental concerns is sent or received by the Charter School, the Charter School shall provide the YCOE Assistant Superintendent of Special Education copies of such correspondence.

### **Special Education Services Based on IEP**

Special Education services will be offered at the Charter School or elsewhere in the YCOE or Yuba County SELPA based upon each student's IEP.

### **Training**

The Charter School administrative staff will attend appropriate administrative trainings and appropriate Charter School staff will attend YCOE Special Education training sessions.

### **Section 504 of the Rehabilitation Act of 1973**

1. The Charter School shall be solely responsible for its compliance with Section 504 of the Rehabilitation Act of 1973 ("Section 504"). 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.
2. The Charter School shall adopt a Section 504 policy, procedure and forms.

3. By September 1 of each year, the Charter School shall designate a Charter School employee responsible for Section 504 compliance and notify the YCOE Assistant Superintendent of Special Education in writing of the responsible individual.

### **Discipline**

1. Charter School acknowledges it is obligated to and will ensure that its student discipline procedures for suspension and expulsion of students with disabilities are in full compliance with State and Federal law.
2. Charter School shall notify the YCOE in writing whenever Charter School intends to recommend for expulsion a student currently receiving special education, or for whom Charter School has a basis of knowledge may be eligible for special education, prior to make such recommendation. Charter School shall comply and cooperate with directions from YCOE when considering any disciplinary action against special education students, including suspension and expulsion.
3. Charter School understands and acknowledges that prior to imposing any discipline on a special education student that would constitute a change in placement, a manifestation determination must first be convened to determine whether the student's conduct was a manifestation of the student's disability or caused by or directly related to a failure to implement the student's IEP.

### **Independent Study**

1. The school may, on a case-by-case basis, use short-term independent study contracts for students who receive prior approval for absences due to travel or extended illness of three or more days in duration. Any such independent study will be limited to occasional, incidental instances of extended absences, and must be fully compliant with all independent study statutes and regulations applicable to charter schools.
2. If YES provides instruction through independent study on an incidental basis, it will comply with all requirements of statute applicable to the provision of independent study in charter schools, including EC, Part 28, Chapter 5, Article 5.5 (commencing with Section 51745), and applicable regulations. The Charter School must have approved governing board policies for independent study in place before it may implement such independent study.
3. In order for a student with exceptional needs to participate in an Independent Study program, the IEP must designate that participation in such a program is appropriate to meet the educational needs of the student.
4. If a student with and IEP requests enrollment in an Independent Study program through YES Charter, the Charter School shall request YCOE staff review student information/IEP prior to

consideration of enrollment and schedule an IEP meeting to determine whether or not Independent Study is appropriate to meet the needs of the student.

### **SECTION 3: FISCAL OPERATIONS**

#### **Funding**

1. YES will be direct funded in accordance with EC Section 47630 et seq. YES's general purpose entitlement will be calculated in accordance with applicable provisions of The Charter Schools Act including EC Section 47633 et seq. The Parties recognize the authority of Yuba Environmental Science Charter Academy (YES) or Charter Schools Management Corporation (CSMC) to pursue additional sources of funding. YES will conservatively build their budget projections based on prior year P2 ADA or % of current enrollment of the school not to exceed the schools maximum enrollment capacity.
2. The Parties agree that the maximum enrollment capacity of the Charter School during the initial term of this charter shall be 125. Any changes in enrollment that increase or decrease the enrollment originally projected in the charter by more than twenty five (25) percent will require a material revision.
3. The parties specifically agree that it is not the responsibility of the YCOE to provide funding in lieu of property taxes to YES for the Charter School. In lieu tax will be invoiced by CSMC to districts based on student's district of residence at the district's tax rate.
4. In the event that the County Board seeks and receives a voter approved bond, parcel tax, etc., the Charter School and/or YES shall have no entitlement to any portion of the funds unless otherwise negotiated in advance and agreed to in writing. The parties shall meet sufficiently in advance of any action by the YCOE to pursue such measures so as to advise YES and to determine the positions of the parties. YES agrees that it has no entitlement to funds currently being received, if any, by the County Board and/or the YCOE under former parcel tax or bond elections.
5. YES is to operate the Charter School in a financially sound fashion. If YES 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. It is agreed that all loans sought by YES for the Charter School shall be authorized in writing in advance by YCOE and the YES Governing Board and shall be the sole responsibility of YES. In no event shall the County Board and/or the YCOE have any obligation for repayment of such loans. YES shall provide advance written notice to the County Board and the YCOE specifying its intent to apply for a loan. YES shall also provide advance written notice of deposit of any sums which are loans and the plan for repayment.

6. In general, the YCOE shall not advance any funds to YES for the Charter School. In addition, the YCOE shall not act or provide a line of credit to YES for the Charter School.

### **Fiscal Agent**

1. The Parties agree that neither the YCOE nor the County Board shall act as fiscal agent for the YES. It is agreed that YES 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. It is understood that YES currently contracts with CSMC for financial services and will continue. YCOE will be notified prior to any change in financial services and have an opportunity to respond to any proposed changes being considered. CSMC and YES will maintain open communication and work collaboratively with YCOE regarding discussion of financial issues.
2. To the extent that YES wishes to contract with the YCOE for any services to the Charter School beyond those specified in this agreement, a separate written contract with the YCOE shall be required and the costs of such services paid in full by YES.

### **Student Attendance Accounting and Reporting**

YES shall use commercially available attendance accounting software (such as Power School, AERIES, SASI, etc.) for student attendance accounting at the Charter School. YES shall submit enrollment and attendance data as required to receive apportionment of funding according to the following schedule:

1. First Period (P-1) Attendance (Attendance for all full school months between July 1 and December 31) due no later than January 7th to YCOE; due January 15<sup>th</sup> from YCOE to state.
2. Second Period (P-2) Attendance (Attendance for all full school months between July 1 and April 15) due no later than April 24<sup>th</sup> to YCOE; due May 1<sup>st</sup> from YCOE to state
3. Annual (P-Annual) Attendance Report (Attendance for school year) due no later than July 8<sup>th</sup> to YCOE; due July 15<sup>th</sup> from YCOE to state.
4. In addition to submission of the electronic data files, YES shall make available for review to YCOE all back up attendance documents and submit monthly summary reports, due the 15<sup>th</sup> of every month, that support the reported average daily attendance ("ADA"). YCOE staff will review and certify the accuracy of YES's attendance data submitted by YES 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 YES. YES is responsible to assure that all reports are accurate and submitted on time in order to receive regular and timely

apportionment payments. YCOE shall process and transfer to YES all payments received by the YCOE for YES in a timely fashion.

5. Weekly 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 YES, and will be provided to and reviewed by YCOE during site visitations.

## **Financial Reporting**

YES is required by EC Section 47604.33 to submit periodic financial reports of revenues, expenditures, and reserves. In order to meet statutory timelines for financial reporting, YES shall submit such reports to YCOE for review, using the state software (SACS). YCOE desires to receive the SACS form instead of an alternative form because the data is more complete and can be more easily incorporated into our existing processes.

1. Adopted budget due on or before July 1. YCOE should receive communication regarding budget process prior to submitting to YES Board for approval. YCOE will review for final approval.
2. Unaudited Actuals Report for the prior fiscal year due on or before September 15<sup>th</sup>. YES will include list of year end Accounts Payable (AP) and Accounts Receivable (AR) for tracking purposes and be responsible for monitoring until cleared.
3. First Interim Report (expenditures through 10/31) due on or before December 15<sup>th</sup>.
4. Second Interim Report (expenditures through 1/31) due on or before March 15<sup>th</sup>.

Any changes in the budget or interim reports from one reporting period to the next must be explained in writing. The following back up information shall be consistently provided for each reporting period:

1. Multi-Year Projection ("MYP") for current and two subsequent years.
2. Assumptions used for current and two subsequent years. Any documentation shared with the board or relevant to the report including, but not limited to, status of collective bargaining agreements and CalPads data verification used for determining SB740 facility rent reimbursement funding.
3. A written summary of any significant changes in the budget or interim reports, by category, from one reporting period to the next period.
4. Enrollment projections/growth in ADA by grade level and the impact of the growth on liabilities, facilities, etc.

5. Cost of Living Allowance ("COLA"), if applicable, and deficit percentage, if any.
6. Calculation used for determining general purpose funding.
7. Number of Full Time Equivalent ("FTE") for certificated and classified employees for each year including an organizational chart identifying all charter school positions and respective salary information for each position.
8. List of statutory benefit rates, health and welfare rates, and number of participants.
9. Supplemental financial report showing the Charter School's budget to date and financial transactions and reconciliations, i.e. Income and Expenditure Accounts and Statement of Financial Position ("Balance Sheet")
10. Statement of cash flow for the current and subsequent fiscal year. Current cash balance reconciliation.
11. Special Education Quarterly Expenditure Report as reported to SELPA as appropriate.

The Parties agree that maintenance of a sufficient level of funding reserve is in the best interest of YES and its successful operation. Accordingly, YES shall maintain reserves of no less than five percent (5%) or \$62,000 whichever is greater based upon the total expenditures and other uses of YES's Adopted Budget for the fiscal year, this is subject to change based on state standards and criteria for school districts. An explanation of any projected drop in reserves below the five percent (5%) level must be explained in the assumptions. A level of reserve above the minimum is desired and currently available. Deficit spending is discouraged and must be short term; on going deficit spending is not acceptable financial practice.

The YCOE may request additional information, as necessary, to evaluate the fiscal condition of YES. YES must disclose any information that effects their financial condition including but not limited to financial commitments, loans or other issues.

### **Annual Audit**

1. YES shall submit an annual independent financial audit in accordance with EC Sections 47605(m) and 41020(h), as applicable, to the State Controller's Office, the YCOE, and the CDE no later than December 15 of each year. In order for YES to receive a favorable recommendation for renewal, corrective action plans shall have been implemented in a timely manner to the satisfaction of the YCOE 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. Continuing or unresolved prior year findings or deficiencies shall have a negative impact on any request for renewal by the Charter School. The audit shall be conducted by an auditor from the list approved by the State Controller's Office and mutually agreeable to YCOE and the Charter School.

2. In addition to YES's financial statements, the audit shall include, as applicable, but not be limited to contemporaneous records of attendance and annual instructional minutes as required by the law for the audit of charter schools.

### **Monitoring and Oversight**

1. The County Board as the charter authorizer delegates its duties to provide oversight and monitoring of YES to the Yuba County Superintendent.
2. YES shall be charged an annual oversight fee by YCOE for the cost of oversight, monitoring, and reporting concerning the Charter School in accordance with EC Section 47613 with such fees capped at one percent (1%) of the general purpose and categorical block grant revenue received by the Charter School. The oversight fees shall be used to offset costs of oversight required by YCOE as the chartering agency. Oversight includes such things as:
  - Curriculum and Instruction
  - Assessment and Accountability
  - School Fiscal Review
  - Governance and Management Operations
  - Site Visitations
  - Renewal Evaluations
  - Attendance Accounting Certification
  - Communication & Research & Issue Resolutions Relative to the Charter School

The oversight fees shall be invoiced quarterly by YCOE, with payment due and payable within 30 days of receipt.

### **State Teachers Retirement System (STRS)/Public Employees Retirement System (PERS) Reporting**

If YES offers employees the opportunity to participate in STRS or PERS, YES shall be responsible for contracting with YCOE as the County reporting entity, for reporting purposes and for payment of costs and contributions to retirement systems on YES's behalf. The fee for this service will be \$50 per month payable each quarter. Additional costs could be invoiced if documentation is not in order or extra work is needed by YCOE; also if other fees or costs are incurred they will be passed onto YES.

YES shall be responsible for any additional costs incurred pertaining to the reporting of their employees retirement. These costs can include but are not limited to the following: Penalties and Interest charged by retirement systems, late fees for either money due or late reporting, money transfer fees, missing or inaccurate monies due to retirement system.

YES shall provide necessary and timely supporting documentation for accurate retirement reporting; i.e. salary schedules, contracts calendars, etc.

## SECTION 4: FULFILLING CHARTER TERMS

### Material Revisions to Charter

Changes to the charter deemed to be material revisions may not be made without prior approval from the County Board per EC 47607. Revisions to the charter considered to be material changes include, but are not limited to, the following:

- i. Substantial changes to the educational program (including the addition or deletion of an educational program), mission, or vision of YES.
- ii. Adding a classroom-based program/facility.
- iii. Proposed changes in enrollment that increase or decrease the classroom based enrollment originally projected in the charter petition by more than twenty-five (25) percent in any given year.
- iv. Addition or deletion of grades or grade levels to be served.
- v. 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.
- vi. Substantial changes to admission requirements and procedures.
- vii. Governance structure, including but not limited to: changes in number of board members, method by which new board members are selected, and/or changes in majority/quorum or other provisions relating to resolution approval.
- viii. Entering into or revising a contract with an education management organization or charter management organization.

### State Assessments

1. YES shall comply with and adhere to the state requirements for participation and administration of all state mandated tests for charter schools, and shall include but not be limited to:
2. California Standards Tests ("CSTs") or it's replacement
3. California Modified Assessment ("CMA")
4. Standards-based Tests in Spanish (STS) and Aprenda 3
5. California Alternative Performance Assessment ("CAPA")



6. California Physical Fitness Test ("PFT")

7. California English Language Development Test ("CELDT")

### **Site Visits**

The YCOE will conduct at least one (1) visit to YES annually in accordance with the Charter Schools Act. The information gathered will be used to assess YES's progress in governance and organizational management, educational performance, fiscal operations and fulfillment of the terms of the charter and this MOU. A school site visit may include review of the facility, review of records maintained by YES, interviews with the director and/or employees working at the YES Charter Academy including the Executive Director, and the Charter Academy's students/parents, as well as observation of instruction in the classroom(s). Any deficiencies will be reviewed with the Charter Academy's Executive Director or designee and an opportunity provided for comment, explanation and/or correction. The evaluations for each year will be used, in addition to other information and reports, to determine a renewal decision. The YCOE reserves the right to make unannounced visits to the Charter Academy.

### **Renewals**

1. YES may seek renewal of the Charter prior to expiration of the Charter Term in accordance with statutory provisions. YES shall submit its renewal petition for the next charter term along with a copy of the most recent Annual Report and Student Achievement Plan (if applicable) to YCOE, no sooner than August 15 of the fiscal year in which the Charter School would cease operations without renewal or sooner upon mutual agreement between YES and YCOE. If the State Board of Education sets further regulations for the early renewal of a charter school, those regulations shall apply instead of the provisions provided below in section 4.4.3.
2. YCOE shall review the charter petition, academic and financial performance, audit reports, annual visitation reports, and may conduct a renewal site visit prior to scheduling the renewal request for consideration by the County Board. To the extent required, the charter renewal petition shall be revised in accordance with current statutes and regulations.
3. YES may seek earlier renewal of the Charter if it meets all of the following conditions:
  - Has been in existence for at least three (3) years, or has completed three (3) years of a subsequent term of renewal;
  - Has similar schools API rankings of 8 or above in all three years;
  - Has met AYP criteria school wide and by significant subgroups in all three years;
  - Has submitted accurate and timely budgets, interim fiscal reports, and student attendance data to YCOE;

- Independent financial audits for all three (3) years have been free of audit exceptions and/or deficiencies (minor findings corrected in the year of the audit through a corrective action plan are allowable under this provision);
- Has received no health and safety code violations from local authorities;
- Has demonstrated that a majority of parents, students, and staff are satisfied with performance of the Charter School;
- Has met the requirements for any then pending correction action set by YCOE; and
- Has met applicable additional requirements in the law.

### **Notice to Cure and Revocation**

1. The County Board shall have the right to revoke the charter in accordance with EC Section 47607 or other applicable statute or regulations. Prior to instituting revocation proceedings, the YCOE will provide progressive notices that correction of a problem at the Charter School by YES and it's Board needs to occur with specified time lines. The progression of notification of corrective action is as follows:
  - i. Direct contact with the Charter School and it's Director specifying the concerns with the Charter School, followed by written Correspondence #1.
  - ii. Written Correspondence #2 (Notice of Concern) - restatement of concerns if there has been little or no response by the Charter School and/or its Board to Correspondence #1, and a request for a response from the Charter School and/or its Board informing the YCOE about steps the Charter School and/or its Board is taking to address the concerns noted in Correspondence #1; the letter will outline a reasonable opportunity to successfully remedy the violations. The YCOE may conduct a site visit.
  - iii. Written Correspondence #3 (Notice to Cure or Face Revocation) - letter to the Charter School and its Board identifying history of failure to correct or address the concerns and directing YES to take specific enumerated actions or submit documentation by a specified date. Failure to do so will result in the institution of revocation proceedings in accordance with EC Section 47607 and applicable regulations, if any.
  - iv. Revocation - schedule an agenda item for the County Board to consider issuing written notice of intent to revoke and facts in support of revocation to YES and hold a public hearing to consider revocation of the charter in accordance with EC 47607.
2. Where the County Board and/or YCOE determines in writing that there is a severe and imminent threat to the health or safety of students

and/or staff of YES Charter Academy per EC Section 47607(d) and applicable regulations, the County Board is not required to adhere to the process set forth in Section 4.5.1. The County Board will be apprised in writing of the situation by YCOE and immediate action may be taken by the County Board and/or YCOE to assure the safety and well being of the students, staff, and community. Such immediate action as deemed appropriate by the County Board and/or YCOE in its reasonable discretion, may include but is not limited to closure of The School and/or revocation of the Charter in accordance with EC Section 47607(d) and/or (e) and applicable regulations.

3. During the period prior to revocation YES shall have the opportunity to work collaboratively with the YCOE or its designee to address the concerns and develop a plan to remediate all areas to the reasonable satisfaction of the YCOE. During this period YES shall attempt to resolve the concerns and complete remediation. This provision may also require a charter revision to be discussed.

### **Closure Procedures**

1. At all times it is operational, the YES Charter Academy will have information posted on the Internet (and will update the posting as quickly as possible whenever the information changes) a description of the procedures to be used in the event the School closes. Procedures must be compliant with requirements contained in CCR, Title 5, Section 11962, and at a minimum, must include the following:
  - i. Identification of a responsible person(s) - e.g. Director, Financial Officer, President of the School governing board to oversee and conduct the closure process. This provision shall include a process to ensure that it is updated no less than annually or when any change is made.
  - ii. Notification of students and families of school closure.
  - iii. Security of student and business records.
  - iv. Processing of final employee payroll and benefits.
  - v. Identification of all assets and liabilities and plan for transfer as detailed in the charter.
  - vi. Final close-out audit to be paid for by the YES Charter Academy.
  - vii. Identification of a source of funding to be used for closeout expenses including the final audit.
  - viii. Dissolution of the School and/or nonprofit corporation.
2. If the School is to close permanently for any reason (i.e., voluntary surrender, non-renewal, or revocation), the YCOE will serve written notice on the School that the closure procedures have been invoked. The School will immediately identify to the YCOE the specific individual who is responsible for coordinating the School's

close out activities. YCOE will identify a staff person who will work with the School to accomplish all close out activities.

## **SECTION 5: NONDISCRIMINATION**

The Parties recognize and agree that the Charter School shall not charge tuition, shall be nonsectarian, and will be open to all students. The school shall adopt and adhere to anti-discrimination policies that are consistent with law and prohibit unlawful discrimination against any protected group. Protected groups put forth under Title IX and in California are enumerated by Government Code Section 12940, Education Code Section 200 and 220, Government Code Section 11135, and include actual or perceived sex, sexual orientation, gender, gender identity, gender expression, ethnicity, race, ancestry, national origin, religion, color, mental or physical disability, genetic condition or information, and age, as well as association with a member of a protected class. Additionally, it is the policy of the State of California, pursuant to Section 200, that all persons should enjoy freedom from discrimination and/or harassment of any kind in the educational institutions of the state. This also includes sexual harassment, which is a form of sexual discrimination (EC Section 231.5).

## **SECTION 6: ARBITRATION**

In the event that a dispute between Yuba Environmental Science Charter Academy and the YCOE and/or the County Board relating to the charter or this MOU, which does not involve revocation, and is not resolved through the dispute resolution process set forth in the Charter within 90 calendar days of the date notice is given by the complaining party to the other parties, then any party shall have the right to take the matter to arbitration, and upon mutual agreement, parties may go to binding arbitration. Parties may agree to an extension of the 90 days, according to the following timeline:

1. No later than ten calendar days from and after the request for arbitration unless agreed otherwise by the parties in writing, the parties shall choose a mutually acceptable arbitrator from a list obtained from the State Mediation and Conciliation Service.
2. Within ten calendar days after the arbitrator is selected, the parties shall choose a mutually agreeable date and site for the arbitration.
3. The costs of the arbitrator shall be borne 50-50 by the County Board and Yuba Environmental Science Charter Academy.

## **SECTION 7: SEVERABILITY**

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

#### **SECTION 8: NON-ASSIGNMENT**

No portion of this MOU or the Charter may be assigned to another entity without the prior written approval of the YCOE and YES.

#### **SECTION 9: REVISION AND WAIVER**

No waiver, revision, modification, or cancellation of any provisions of this MOU shall be binding unless made in writing and signed by all Parties. The failure of either Party at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce such provision. All Parties agree that no Party to this MOU waives any of the rights, responsibilities, and privileges established by the Charter Schools Act as may be amended from time to time.

#### **SECTION 10: CAPTIONS AND SECTION HEADINGS**

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

#### **SECTION 11: PUPIL TRANSPORTATION**

Yuba Environmental Science Charter Academy shall be responsible for any and all transportation offered by YES to students who enroll in the Charter School, including but not limited to any and all transportation required in any student IEP.

#### **SECTION 12: NOTIFICATION**

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

To the County Board at:

**Yuba County Board of Education**  
935 14<sup>th</sup> Street  
Marysville, CA 95901  
Attn: Board President

To the YCOE at:

**Yuba County Office of Education**  
935 14<sup>th</sup> Street  
Marysville, CA 95901  
Attn: Dr. Scotia Holmes Sanchez, Superintendent

To YES Charter Academy at:

**Yuba Environmental Science Charter Academy**  
9841 Texas Hill Road  
Oregon House, CA 95962  
Attn: Katherine Smith, Director

**SECTION 13: ENTIRE AGREEMENT**

This Memorandum of Understanding consists of thirty-nine (39) pages and constitutes the entire agreement between the Parties with respect to the matters covered herein, and supersedes any oral or written understandings, agreements or memoranda of understanding between the Parties with respect to the subject matter of this MOU (with the exception of the Charter).

No person or Party is authorized to make any representations or warranties except as set forth herein, and no MOU, statement, representation or promise by any Party hereto which is not contained herein shall be valid or binding. The undersigned acknowledge that they have not relied upon any warranties, representations, statements or promises by any of the Parties hereto or any of their agents or consultants except as may be expressly set forth in this MOU.

**SECTION 14: COUNTERPARTS**

This MOU may be signed in counterparts such that signatures appear on separate signature pages. A copy, facsimile transmission, or original of this document with all signature pages appended together shall be deemed a fully executed agreement and binding on all parties. If this MOU is executed in counterparts, no signatory hereto shall be bound until all Parties named below have duly executed or caused to be duly executed a counterpart of this MOU. The exchange of a fully executed MOU or any revisions thereto (in counterparts or otherwise) by facsimile or email shall be sufficient to bind the Parties to the terms and conditions of this MOU or revisions, as is applicable.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
President or Designee, Yuba Environmental Science  
Charter Academy, Board.

\_\_\_\_\_  
Date

\_\_\_\_\_  
President or Designee, Yuba County Board of  
Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Superintendent or Designee, Yuba County  
Office of Education