

Agenda

Addendum to Agenda

SUTTER COUNTY BOARD OF EDUCATION Regular Meeting

Wednesday, June 27, 2018 – 5:30 p.m.
Sutter County Superintendent of Schools Office
970 Klamath Lane – Board Room
Yuba City, CA 95993

A full Board packet, including materials distributed less than 72 hours prior to the scheduled meeting, can be viewed at the Sutter County Superintendent of Schools Office Reception Desk, 970 Klamath Lane, Yuba City, CA (8:00 a.m. – 5:00 p.m., Monday through Friday – excluding legal holidays) and the Sutter County Superintendent of Schools' website at www.sutter.k12.ca.us.

- 1.0 Approve Memorandum of Understanding (MOU) between the Sutter County Board of Education, the Sutter County Superintendent of Schools Office and the AeroSTEM Academy Charter School
Barbara Henderson – **[Action Item]**

A Memorandum of Understanding (MOU) is required as a condition of the approval of AeroSTEM Academy Charter School. The Executive Director of AeroSTEM and SCSOS worked collaboratively to develop the MOU.

In compliance with the Americans with Disabilities Act, for those requiring special assistance to access the Board Meeting room, to access written documents being discussed at the Board Meeting, or to otherwise participate at Board Meetings, please contact Dr. Baljinder Dhillon at 530-822-2900 for assistance. Notification at least 48 hours prior to the meeting will enable the Superintendent's Office to make reasonable arrangements to ensure accessibility to the Board Meeting and to provide any required accommodations, auxiliary aids or services.

All Open Session Agenda related documents, including materials distributed less than 72 hours prior to the scheduled meeting, are available to the public for viewing at the Sutter County Superintendent of Schools Office located at 970 Klamath Lane, Yuba City, CA 95993.

BOARD AGENDA ITEM:

Approve Memorandum of Understanding between the Sutter County Board of Education, the Sutter County Superintendent of Schools Office and AeroSTEM Academy Charter School

BOARD MEETING DATE: June 27, 2018

AGENDA ITEM SUBMITTED FOR:

- Action
- Reports/Presentation
- Information
- Public Hearing
- Other (specify)

PREPARED BY:

Dr. Christine McCormick and
Barbara Henderson

SUBMITTED BY:

Dr. Christine McCormick and
Barbara Henderson

PRESENTING TO BOARD:

Barbara Henderson

BACKGROUND AND SUMMARY INFORMATION:

A Memorandum of Understanding (MOU) is required as a condition of the approval of AeroSTEM Academy Charter School. The Executive Director of AeroSTEM and SCSOS worked collaboratively to develop the MOU. A draft MOU was presented to the Board at the June 20, 2018 Board Meeting.



DR. BALJINDER DHILLON,
SUPERINTENDENT
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YUBA CITY, CA 95993
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**Charter School Memorandum of
Understanding**

Between Sutter County Board of Education,

Sutter County Superintendent of Schools/Office of Education,

And

AeroSTEM Academy

June 20, 2018

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into this 6 day of June, 2018 by, between and among the Sutter County Board of Education (hereinafter "County Board") Sutter County Superintendent of Schools/Office of Education (hereinafter "SCSOS"), and AeroSTEM Academy, (hereinafter referred to as "the Charter School"). Hereinafter, the County Board, the SCSOS, and the Charter School shall be collectively referred to as "the Parties."

1. Purpose of Memorandum of Understanding

- 1.1. The State of California enacted the Charter Schools Act of 1992 (hereinafter "The Act") authorizing the formation of charter schools with the intent that the schools improve student learning through a variety of means, including increased learning opportunities, innovative teaching methods, performance-based accountability, and expanded choice for parents within the public school system. The Act authorizes the County Board to grant charter petitions under specified circumstances.
- 1.2. The Sutter County Superintendent of Schools operates a county office of education existing under the laws of the State of California.
- 1.3. The County Board has approved a charter petition (hereinafter "the Charter") for the operation of AeroSTEM Academy (hereinafter "the Charter School").
- 1.4. All Parties agree that no single party to this Agreement waives any of the rights, responsibilities and privileges established by the Charter Schools Act of 1992 that may change from time to time during the term of this MOU.
- 1.5. The fundamental interest of the SCSOS is, on a continuing basis, to be reasonably assured that the Charter School is: 1) implementing the provisions of the Charter as approved; 2) obeying all requirements of federal, state, and local law that apply to the Charter School; 3) operating prudently and soundly in all respects; and 4) providing a sound education for the Charter School's students.
- 1.6. The Parties recognize that there are many matters related to the operation of the Charter School and the effective oversight of the Charter School, which go beyond the provisions included in the Charter School or need further clarification. SCSOS also acknowledges that the operation of the Charter School is to be solely carried out by the Charter School. 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 SCSOS. Further, this MOU is intended to outline the Parties' agreements governing their respective fiscal and administrative responsibilities and their legal relationships.

2. Term of the Memorandum of Understanding

- 2.1. This Memorandum of Understanding (MOU), provided it is fully executed by all parties, shall cover the term of the Charter one (1) year commencing on July 1, 2018, and ending on June 30, 2019 ("Term"). The "effective date" of the Charter is July 1, 2018. The Parties agree to collaborate on the development of an MOU for the second (2019-20) and third (2020-2021) year of the term of the Charter. After the first year (2018-19), the Parties will enter into a two year MOU to complete the three (3) year term of the Charter School. This MOU will automatically expire upon the expiration or revocation of the Charter.
- 2.2. The MOU is subject to early termination only as set forth in this MOU or as otherwise permitted by law. Renewal of the Charter and this MOU shall be based, in part, on compliance with the terms set forth in this Agreement, SCSOS policy, and applicable law.
- 2.3. This MOU between and among the County Board, SCSOS, and the Charter School shall include Schedules A, B, C and D.
- 2.4. Any modification of this MOU must be made in accordance with Section 31: Amendment and Waiver

3. Operation of Charter School

- 3.1. Charter School is a public charter school that shall be operated pursuant to the Charter, plus any specific conditions approved. The Charter was granted with conditions by the County Board on May 9, 2018. The conditions under which the Charter was granted are enumerated in Schedule D to this MOU. Should the County Board determine that the Charter School has failed to comply with these conditions, the action granting the Charter shall be nullified and the Charter deemed not to have been granted.
- 3.2. Charter School is authorized to operate with grades 6 through 12. Charter School may grow to serve an enrollment of students by the end of the Term, as projected in the Charter.
- 3.3. The Parties acknowledge that the provisions of the Charter and this MOU are not intended to conflict. However, in the event of a conflict between the law and terms of this MOU, the law shall prevail, and any such conflicting terms shall be severed from this Agreement and nullified. To the extent that this MOU is inconsistent with any of the terms of the Charter, the terms of this MOU shall supersede the terms of the Charter, unless otherwise agreed in writing by the Parties. The Parties further agree to jointly make any modification to this MOU or the Charter needed to effectuate changes in state or federal laws following the execution of this MOU.
- 3.4. This Agreement is intended to memorialize the conditions included in the County Board's approval of the Charter, and to address special education and related services for Charter School students.

4. Governance and Management

- 4.1. The Charter School will operate consistent with Cal. Ed. Code §47604(a). The Charter

School acknowledges, as is stated in its Charter, that it is a separate legal entity and neither the County Board nor the SCSOS are liable for the debts and obligations of the Charter School as per Cal. Ed. Code §47604(c). The Charter School bears full responsibility for contributions to the State Teachers' Retirement System and the Public Employees' Retirement System on behalf of employees of the Charter School, including liability for the same. The County has no liability for such contributions and will unilaterally reduce the Charter School funds for outstanding balances as identified by official sources.

- 4.2. The Parties further recognize that consistent with the Charter, the Charter School has obtained and maintains status as a nonprofit, public benefit corporation as provided in Cal Ed. Code § 47604.
- 4.3. The County Board reserves the right to appoint a representative to the Charter School Board of Directors in accordance with Cal. Ed. Code §47604 (b).
- 4.4. The Charter School agrees to comply at all times with laws which generally apply to public agencies and to comply with applicable federal or state laws (which may be amended from time to time), including but not limited to the following:
 - The Ralph M. Brown Act (“Brown Act”) (Cal. Gov. Code, §§ 54950 et seq.);
 - The California Public Records Act (Cal. Gov. Code, §§ 6250 et seq.);
 - State conflict of interest laws applicable to charter schools operated by nonprofit corporations, including but not limited to the Political Reform Act/Fair Political Practices Act (Gov. Code, §§87100 et seq.);
 - The Child Abuse and Neglect Reporting Act (Cal. Penal Code, §§ 11164 et seq.);
 - The Individuals with Disabilities Education Rights Act (“IDEA”) (20 U.S.C. §§ 1400 et seq.);
 - The Americans with Disabilities Acts (42 U.S.C. §§ 12101 et seq.);
 - The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;
 - The California Fair Employment and Housing Act (“FEHA”) (Cal. Gov. Code, §§12900 et seq.);
 - The Age Discrimination in Employment Act (“ADEA”) (29 U.S.C. §§ 621 et seq.);
 - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 794 et seq.);
 - Education Code Sections 220 (prohibiting discrimination) et seq.;
 - The Uniform Complaint Procedure (5 Cal. Code Regs., tit. 5, §§ 4600 et seq.);
 - The Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. §§ 1232g et seq.);

- Local Control Funding Formula (California Assembly Bill 97, as codified); and
- All applicable state and federal laws and regulations concerning the improvement of student achievement, including but not limited to any applicable provisions of the Elementary and Secondary Education Act of 1965 (20 U.S.C. §§ 6301 et seq.) as amended by the No Child Left Behind Act of 2001 (“NCLB”) (20 U.S.C. §§6301 et seq.)

4.5. The Charter School agrees that all of its records that relate in any way to the operation of the Charter School, including those submitted to SCSOS, shall be treated as public records subject to the requirements of the Public Records Act, as well as Cal. Ed. Code §47604.3.

5. Required Documentation

5.1. The Charter School shall provide SCSOS with the documents listed and described in Schedule A, attached and incorporated herein by reference, by the dates specified therein.

5.2. The Charter School shall provide up-to-date versions of all Schedule A documents by August 1st of each year of the Term, or as otherwise specified in Schedule A.

5.3. In the event of a change in the documents specified here and in Schedule A, an updated version shall be sent within ten (10) business days of the date the change is approved by the Charter School Board of Director:

Articles of Incorporation

Bylaws

Conflict of Interest Policy

Roster of the Charter School Board of Directors

Schedule of Board of Directors meetings

Name and contact information for Charter School leader (principal, director, or head of school, etc.)

Name and contact information for Charter School primary financial contact (CFO, COO, accountant, or back-office financial services provider, etc.)

5.4. The Charter School shall promptly respond to all reasonable inquiries by the SCSOS, County Board, the Superintendent of Public Instruction, their respective designees and any other authorized agency, including but not limited to financial inquiries to the Charter School, and shall consult with the County Superintendent or his/her designee regarding any inquiries as

per Cal. Ed. Code §47604.3.

- 5.5. Pre-Opening Documentation: The Charter School shall also provide SCSOS with the documents listed and described in Schedule C, attached and incorporated herein by reference, by the dates specified therein.
 - 5.6. Provision of all documents listed in Schedule C, to the satisfaction of SCSOS, is a condition of opening the Charter School. In the event that the County Board determines that the Charter School has failed to comply with these conditions, the County Board may, at its sole discretion, delay the opening of the Charter School by up to one year and specify conditions for such delayed opening.
6. Public Information: Website Posting
 - 6.1. The Charter School shall post on the Charter School's website the documents listed and described in Schedule B, attached and incorporated herein by reference, by the dates specified therein.
 - 6.2. The Charter School will promptly update the postings whenever the information changes, in no event later than ten (10) business days after the change.
7. Governing Board Activities
 - 7.1. The Board of Directors of the Charter School shall conduct public meetings at such intervals necessary to ensure that the board is providing sufficient direction to the Charter School and through implementation of effective policies and procedures. Board meetings of the Charter School will be conducted in keeping with the requirements of the Ralph M. Brown Act (Cal. Gov. Code §§54950, *et seq.*) (the "Brown Act").
 - 7.2. The Charter School ensures that all members of the Board of Directors of the Charter School, the Charter School leader, the Charter School primary financial contact, and any other Charter School staff deemed appropriate by the Charter School, have participated in training on the requirements of the Brown Act and the Political Reform Act / Fair Political Practices Act. Verification of such training shall be provided as specified in Schedule A.
 - 7.2.1. All agendas shall be provided to the SCSOS electronically in advance of the board meeting when posted, and such posting shall be in conspicuous physical location/s, including all school sites and

the Charter School offices, and on Charter School's website, in accordance with the Brown Act.

7.2.2. Approved minutes of each Board of Directors shall be provided to the SCSOS 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. The Charter School board meeting agendas and minutes shall be maintained for public inspection at the designated office of the Charter School 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. If the Charter School makes audio or video recordings of its meetings, the Charter School shall provide SCSOS with copies of such recordings within two (2) days of the meeting, as specified in Schedule A.

8. Human Resources Management

8.1. The Charter School is deemed the exclusive employer of the employees of the Charter School for the purposes of the Educational Employee Relations Act (EERA) under Cal. Gov. Code §3540, et. seq. will have sole responsibility for employment, management, dismissal, and discipline of its employees.

8.2. The Charter School shall distribute a copy of its employee handbook to each employee at the Charter School each year. At a minimum, the handbook shall include a statement that the Charter School is the exclusive employer of employees and has sole responsibility for employment, management, dismissal, and discipline of its employees. It shall also include specific expectations for employee performance and behavior, any due process rights of employees related to disciplinary actions (including termination), compensation and benefit information, and a description of both informal and formal complaint procedures that employees may pursue in the event of disagreements. Such handbook shall be provided to SCSOS and posted on the Charter School's website, as provided in Schedules A, B and D.

8.3. At all times during the Term of the Charter, the Charter School employees at the Charter School, parent volunteers who will be performing services

with the Charter School students that are not under the direct supervision of a certificated teacher, and all vendors having unsupervised contact with the Charter School students will submit to background checks and fingerprinting in accordance with Cal. Ed. Code §45125.1. The Charter School will provide certification to SCSOS that all employees, and volunteers/vendors (as applicable) have cleared a criminal records check through the Department of Justice (“DOJ”) and the Federal Bureau of Investigation (“FBI”) prior to their having any unsupervised contact with students.

- 8.4. The Charter School shall maintain on file and have available for inspection during site visits, evidence that it has performed criminal background checks for all employees and documentation certifying that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students.
- 8.5. As specified in Schedule A and Schedule C, the Charter School shall provide the SCSOS with proof that all of the Charter School’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 Act. The Charter School will have documentation on file (for inspection upon request) of its teachers' credentials.

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10. Required Disclosures

- 10.1. The Charter School shall immediately notify SCSOS of any pending or actual litigations and/or claim from any party or notice of potential infraction, criminal or civil action against the Charter School or any employee, agent or volunteer that may involve or affect the Charter School. In addition, the Charter School shall immediately notify SCSOS of any request for information by any governmental agency about the Charter School.
- 10.2. SCSOS shall immediately notify the Charter School of any pending or actual litigation and/or claim from any party or notice of any potential litigation and/or claim against SCSOS, the County Board, the Charter School, that may involve or affect the Charter School. In addition, the SCSOS shall immediately notify the Charter School of any request for information by any governmental entity about the Charter School.

10.3. If the Charter School 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. The Charter School shall provide advance written notice to the County Board and the SCSOS specifying its intent to apply for a loan for the Charter School. Advance notice shall include a description of the need for the loan, its terms, and the plan for repayment, including a cash flow schedule. If a loan is received, the Charter School shall, at the time of deposit of any sums which are loans to the Charter School for the Charter School, provide SCSOS with the loan documents, minutes of the Charter School Board meetings at which such loan was approved, plan for repayment and updated cash flow schedule.

11. Insurance and Risk Management

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

11.1.1. 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.

11.1.2. Commercial General Liability- In an amount not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) in total general liability insurance for bodily injury (including death), property damage and personal and advertising injury arising out of or connected to the Charter School premises and operations. The Charter School shall also maintain errors and omissions/educators legal liability, sexual abuse and molestation coverage, and employment practices liability of the Charter School, its governing board, officers, agents, or employees of the Charter School with limits of not less than the amount stated above. The amount of total general liability insurance required shall increase to seven million, five hundred thousand dollars (\$7,500,000) when the

Charter School's ADA (as reported at P-Annual) exceeds 1,000. The deductible per occurrence for said insurance coverage stated herein shall not exceed twenty thousand dollars (\$20,000).

11.1.3. Workers' Compensation-In accordance with the provisions of the California Labor Code, insurance adequate to protect the Charter School from claims under Workers' Compensation Acts which may arise from its operation of the Charter School, with statutory limits, and Employer's Liability coverage with limits of not less than one million dollars (\$1,000,000) per accident or disease.

11.1.4. Automobile Insurance –for all owned (if applicable), non-owned, borrowed, leased or hired automobiles in an amount of not less than one million dollars (\$1,000,000) per accident.

11.2. In addition, the Charter School shall institute a risk management plan, including policies and practices to address reasonably foreseeable occurrences, and will provide SCSOS with such plan and with annual certification that such policies and practices have been instituted at the Charter School, as specified in Schedule A and Schedule C.

11.3. All liability insurance policies required under this section shall be endorsed to name the County Board, and SCSOS and its employees and agents as additional insureds and that such insurance policy(ies) shall be primary and any insurance or self-insurance maintained by SCSOS, the County and/or its employees shall not be required to contribute with it.

11.4. The Charter School shall provide evidence of all applicable insurance coverage, with additional insured endorsements, to SCSOS (as specified in Schedule A and Schedule C) and will instruct the insurance carrier(s) to inform the SCSOS immediately if the coverage is reduced or becomes inoperative for any reason. The SCSOS may request to see evidence of insurance coverage during site visits.

12. Hold Harmless

12.1. The Charter School shall hold harmless, defend, and indemnify the County Board, SCSOS, its officers, agents and employees, from every liability, claim, or demand which may be made by reason of (1)

any injury to volunteers; and (2) any injury to person or property sustained by any person, firm, or corporation caused by any intentional or negligent act or omission of the Charter School, its officers, employees or agents. In cases of such liabilities, claims, or demands, the Charter School, at its own expense and risk, shall defend with legal counsel satisfactory to SCSOS all legal proceedings which may be brought against the County Superintendent, the County Board, SCSOS and its officers and employees (who will cooperate fully with the Charter School'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, the County Board, SCSOS or their officers and employees arising out of the gross negligence or intentional acts, errors, or omissions of the County Superintendent, the County Board, SCSOS or their directors, employees, officers and agents.

13. Facilities

- 13.1. It is understood and agreed that the County Board and/or the SCSOS have no obligation to provide facilities to the Charter School. If the Charter School seeks facilities for the Charter School from a district which it intends to locate under Proposition 39 (Cal. Ed. Code §47614), it shall follow applicable statute and regulations regarding submission of such a request to a district. As provided in Schedule A, the Charter School shall provide a copy of each Proposition 39 request for the Charter School to SCSOS at the time of submitting its request to any school district, along with any documentation of subsequent documentation in the process as described in implementing regulations at 5 CCR §§11969.1 et seq., whether produced by the Charter School or the district.
- 13.2. The Charter School shall ensure that its facility is located in an area that is properly zoned for operation of a school and that has received a conditional use permit, and that has been cleared for student occupancy by all appropriate local authorities. All facilities must meet all applicable health and fire code requirements and zoning laws. The Charter School will furnish the SCSOS, as provided in Schedule A and Schedule C, with all local approvals (Cal. Ed. Code §47610(d)) including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections and approved zoning variances. The Charter School cannot exempt itself from applicable local zoning or building code ordinances.

13.3. SCSOS may conduct a site review to determine that the facilities are clean, safe, Americans with Disabilities Act (ADA) compliant, and have the necessary local approvals to operate.

13.4. In the event that the Charter School seeks to purchase, sell, lease facilities, or make a facilities change such as open an additional school site, the Charter School will submit a request for a material revision of its Charter to the County Board for approval, pursuant to Section 23 of this MOU. Approval must be obtained before any additional sites can begin operation.

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16. Special Education/Section 504

The following provisions govern the provision of special education services to Charter School students.

16.1. It is understood that all children will have access to the Charter School and no student shall be denied admission due to disability or lack of available services.

16.2. For the 2018-19 fiscal year, the Charter School shall be deemed a public school of the County for purposes of special education, in accordance with Education Code Section 47641(b). The County shall forward all state and federal special education revenues generated by the Charter School's enrollment to the Charter School, and the Charter School shall provide all necessary special education instruction and related services in the same manner as special education services are provided in any other school in the County. The Charter School shall use its Local Control Funding Formula revenue to make up any shortfalls from the special education revenues received, and the Charter School shall maintain all liability for its provision of special education and related services to its students.

16.3. The Charter School intends to submit a "Written Intent" to the SELPA to become a LEA for the purpose of special education for the 2019-20 fiscal year. If approved by the SELPA and SCC, the Charter School shall participate as a local educational agency in the Sutter County Special Education Local Plan Area ("SELPA") and thus shall

be deemed a LEA for purposes of compliance with federal law, the Individuals with Disabilities Education Improvement Act of 2004 (“IDEA”) (20 U.S.C. Section 1400 et seq.) and for eligibility for federal and state special education funds pursuant to Education Code Section 47641(a).

16.4. The Charter School shall comply with all Sutter County SELPA policies and requirements. The Parties agree that the following steps have been adequately addressed:

- Notification of the Sutter County SELPA that the Charter School will seek membership for the 2019-20 fiscal year
- Provision of a copy of the Charter to the Sutter County SELPA Administrator
- The Charter petition addresses:
- The Child Find process to be implemented
- The written process for implementation of a Student Study Team, which is a general education function
- The written process to monitor case status, timelines, and legal mandates
- Interim placement
- The use of all Sutter County SELPA adopted forms and processes
- All areas related to special education and/or Section 504 are specially addressed
- The County process for oversight of the special education process at the Charter School, including any fiscal compensation for those services
- The location where special education services will be provided
- The provider of services, and compliance with the Every Student Succeeds Act and the IDEA

- The provider of the Special Education Information System (“SEIS”), California Special Education Management Information System (“CASEMIS”), and fiscal services to the Charter School
- The process to be implemented by the Charter School for SELPA and/or County compliance monitoring
- The Section 504 process to be implemented by the Charter School
- The title of the special education contact personnel at the Charter School
- The provision of regionalized services and program specialist services
- The submission of all federal, state, and SELPA required reports
- The SELPA Administrator has been given a copy of the Charter to review for compliance with federal, state, and local plan policy

16.5. IDEA: The Charter School will ensure that no student is denied enrollment on the basis of special education status or disability. The Charter School is solely and independently responsible for compliance with the IDEA and state special education laws, in regard to the determination, provision and financing of special education placement and services for all students seeking to and/or enrolled at the Charter School. The Charter School shall follow the plan for “Plan for Special Education,” as outlined in the Charter, albeit as its own LEA.

16.6. Funding: Pending LEA status within the Sutter County SELPA, effective July 1, 2019, all special education funding due to the Charter School shall be apportioned through the allocation plan of the Sutter County SELPA, and shall not be forwarded to the County. The Charter School shall not be required to pay a contribution to the County for County-wide special education funding.

16.7. Section 504: The Charter School shall comply with Section 504 of the Rehabilitation Act of 1973 (“Section 504”), the Americans with Disabilities Act (“ADA”), and all Office for Civil Rights mandates for students enrolled in the Charter School. The Charter School understands that it is solely responsible for its compliance with Section 504 and the ADA, and that this is not a special education service for which special education funds may be used, even though students at the Charter School may be eligible for such services under Section 504. The Charter School recognizes its 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. The Charter School understands and agrees that any student who has a physical or mental impairment which substantially limits a major life activity is eligible under Section 504 and may require accommodation be provided by the Charter School to ensure equal access to its programs and activities. The Charter School shall adopt legally compliant Section 504 policies, procedures and forms.

16.8. The Charter School agrees to fully and promptly comply with any reasonable requests for information made by the SCSOS with regard to special education services and individual students at the Charter School. The SCSOS may establish regular meetings with the Charter School special education coordinator for purposes of reviewing special education and/or Section 504 compliance. The SCSOS may also take action to monitor the Charter School to ensure that special education and/or Section 504 services are being provided as required by law and applicable SELPA policy.

16.9. Charter School 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 SCSOS.

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18. Funding

18.1. The Charter School shall be direct funded in accordance with Cal. Ed. Code §§47630 et seq. Charter School is eligible for a general-purpose entitlement and supplemental funding allocated through the Local Control Funding Formula ("LCFF") under Cal. Ed. Code §§42388 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.

18.2. The Parties specifically agree that it is not the responsibility of the SCSOS to provide funding in lieu of property taxes to the Charter School for the Charter School.

- 18.3. In the event that the County Board seeks and receives a voter approved bond, parcel tax, etc., the Charter School 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 SCSOS to pursue such measures so as to advise the Charter School and to determine the positions of the Parties. The Charter School agrees that it have no entitlement to funds currently being received, if any, by the County Board and/or the SCSOS under former parcel tax or bond elections.
- 18.4. The Charter School is to operate in a financially sound fashion. It is agreed that all loans sought by the Charter School shall be authorized in writing in advance by the Charter Board and shall be the sole responsibility of the Charter School. Notification of loans shall be provided pursuant to Section 10 of this MOU. In no event shall the County Board and/or the SCSOS have any obligation for repayment of such loans.
- 18.5. The SCSOS shall not advance any funds to the Charter School. In addition, the SCSOS shall not act as or provide a line of credit to the Charter School.
- 18.6. The Parties agree that neither the SCSOS nor the County Board shall act as fiscal agent for the Charter School. It is agreed that the Charter School shall be solely responsible for all fiscal services such as payroll, purchasing, attendance reporting, and completion and submission of state budget forms. SCSOS shall process and transfer to the Charter School all payments received by the SCSOS in a timely fashion.
- 18.7. To the extent that the Charter School wishes to contract with the SCSOS for any services to the Charter School beyond those specified in this agreement, a separate written contract with the SCSOS shall be required and the costs of such services paid in full by the Charter School.
- 18.8. The Charter School will use all revenue received from state and federal sources only for educational services of the Charter School and for the benefit of the students enrolled and attending the Charter School. Sources of funding must be used in accordance with applicable state and federal statutes, and the terms or conditions, if any, of any grant or donation.

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22. Oversight Monitoring

22.1. SCSOS reserves the right to make unannounced visits to the Charter School.

22.2. The Charter School shall be charged an annual oversight fee by SCSOS for the cost of oversight, monitoring, and reporting concerning the Charter School in accordance with Cal. Ed. Code §47613, with such fees capped at 1% of the general purpose revenue received by the Charter School, as defined in Cal. Ed. Code §47632. The oversight fees shall be invoiced quarterly by SCSOS, with payment due and payable within 30 days of receipt. Oversight fees shall be used to offset consultant and administrative costs required for comprehensive oversight.

23. Material Revisions to Charter

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

23.1.1. Substantial changes to the educational program, mission, or vision of the Charter School, including the addition or deletion of a major program component that is a distinctive feature of the Charter School, such as STEM, language immersion, grade level grouping, arts integration, etc.

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

23.1.3. Purposely left blank

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

23.1.5. Changes to facilities, 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.

23.1.6. Changing the name of the Charter School.

- 23.1.7. Entering into a contract to be managed or operated by any other the Charter School public benefit corporation (or any other corporation or entity), such as an Educational Management Organization or a Charter Management Organization other than the Charter School. (Note: Currently working with CORE Charter School, but will transition away from CORE in the future).
- 23.1.8. Substantial changes to admission requirements and/or enrollment preferences identified in the Charter.
- 23.1.9. Substantial changes to the governance structure as described in the corporate bylaws, including but not limited to: changes in the authorized number of board members, method by which sitting board members are removed, method by which new board members are selected, and/or provisions that reduce the size of the quorum required for a meeting and/or majority required for action.

23.2. Changes to the Charter not deemed to be material revisions may be made by the Charter School following notification to SCSOS. Such notice shall be provided, in writing, at least 5 business days in advance of the Charter School board meeting at which the revision is to be approved. Disagreement as to the materiality of the proposed revision/s shall be resolved consistent with the dispute resolution provisions of this MOU.

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

25. Charter Revocation

25.1. The County Board shall have the right to revoke the Charter in accordance with Cal. Ed. Code §§47607, 47607.3 or other applicable statute or regulations. Prior to instituting revocation proceedings, the SCSOS may provide progressive notices that correction of a problem at the Charter School by the Charter School needs to occur with specified time lines. The minimum progression of notification of corrective action for concerns the County Board considers to involve violation(s) of Cal. Ed.

Code §47607(c) is as specified in 5 CCR §11968.5.2. Additional notification may be provided, at the sole discretion of SCSOS.

25.2. If the County Board determines, based on report/s of SCSOS, 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 Cal. Ed. Code §47607(d), it may take immediate action to assure the safety and well-being of the students, staff, and community, consistent with 5 CCR §11968.5.3. Such immediate action, as deemed appropriate by the County Board, in its reasonable discretion, may include but is not limited to revocation of its charter in accordance with Cal. Ed. Code §§47607(d) and/or (e).

25.3. During the period prior to revocation, the Charter School shall have the opportunity to work with the SCSOS or County Board to address the concerns and develop a plan to remediate all areas to the reasonable satisfaction of the County Board.

26. Charter School Closure

26.1. At all times it is operational during the Charter Term, the Charter School will maintain a description of the procedures to be used in the event the Charter School closes, and provide such procedures to SCSOS as specified in Schedule A and Schedule C and post them as specified in Schedule B. Procedures must be compliant with requirements contained in 5 CCR §11962, and consistent with the content of the Charter.

26.2. If the Charter School is to close permanently for any reason (i.e., voluntary surrender, non-renewal, or revocation), the SCSOS on behalf of the County Board shall serve written notice on the Charter School that the closure procedures have been invoked. The Charter School will immediately identify to the SCSOS the specific individual who is responsible for coordinating the Charter School's close out activities. SCSOS will identify a staff person who will work with the Charter School to accomplish all close out activities.

26.3. The Charter School expressly acknowledges the right of the SCSOS, on behalf of the County Superintendent of Schools (pursuant to Cal. Ed. Code §47604.4), to gain full access and copies of all student and business records concerning the Charter School at any time after the County Board gives written notice that it is invoking the closure procedures.

27. Dispute Resolution

27.1. Neither party shall assign its rights, duties or privileges under this Agreement, nor shall either party attempt to confer any of its rights, duties or privileges under this

Agreement on any third party, without the written consent of the other party. The replacement of the Charter School with any other operating body or governance structure shall be treated as a material revision of the Charter, subject to the review and approval of the County Board pursuant to applicable provisions of the Education Code.

28. Severability

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

29. Venue

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

30. Non-Assignment

30.1. Neither party shall assign its right, duties or privileges under this Agreement, nor shall either party attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the written consent of the other party. The replacement of the Charter School with any other operating body or governance structure shall be treated as a material revision of the Charter, subject to the review and approval of the County Board pursuant to applicable provisions of the Education Code.

31. Amendment and Waiver

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

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

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

32. Captions and Section Headings

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

33. Notification

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

To the County Board at:
Sutter County Board of Education
970 Klamath Lane
Yuba City, CA 95993
Attn: Board President

To the SCSOS at: Charter Schools Office
Sutter County Office of Education
970 Klamath Lane Yuba City, CA 95993
Attn: Sutter County Superintendent of Schools
To the Charter School Public Schools at: AeroSTEM Academy
922 G St.
Marysville, CA 95901
Attn: _____, CEO

34. Entire Agreement; Counterparts

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

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

Date

President or Designee, AeroSTEM Academy

Date

President, Sutter County Board of Education

Date

Sutter County Superintendent of Schools for
Sutter County Office of Education

Approved and ratified this _____ of _____, 20__ by the Sutter County Board of Education
by the following vote:

AYES: _____

NOTES: _____

ABSTAINS: _____

Certification by the Board Secretary

SUTTER COUNTY OFFICE OF EDUCATION
SCHEDULE A
Charter School Reporting and Monitoring

Activity

All information and documents listed below are to be provided to the SCSOS Charter Schools 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. Inform the Charter Schools Office if there are no changes requiring an updated submission. Some information and documents (checked in far right column) must be updated within ten (10) business days of the date any changes are approved.

Item	Description	Due Date	Annual Update (if changed; notify SCSOS if unchanged)	Update within 10 Business Days of any Change
Basic Charter School Information				
School contact information	<ul style="list-style-type: none"> ▪ Name, phone, email and fax for: <ul style="list-style-type: none"> ○ School leader ○ Office/operations manager ○ Personnel/HR lead ○ Financial reporting lead ○ Attendance lead ○ Facilities lead ○ Special education lead ▪ Emergency phone number for school leader. ▪ Physical and mail address of school. ▪ Office hours. 	Effective date of Charter	August 1st	√
Organizational chart	Structure of organization from governing board to classroom teacher, including Charter Management Organization, if applicable.	Effective date of Charter	August 1st	
Governance				
Board roster	Names and email addresses of all board members, with end date for current term of service, officers and committee assignments identified.	Effective date of Charter	August 1st	√
Board biographies	Brief summaries of the background and experience of board members	Effective date of Charter	August 1st	√
Board clearance	Certification of clearance of governing board members (criminal background check DOJ and FBI; child abuse registry check)	Effective date of Charter		√
Board election process	Consistent with charter and bylaws, brief description of method for nominating and electing board members	Effective date of Charter	August 1st	√
Board training	Verification of annual Brown Act and Fair Political Practices Act training for board and leadership	Effective date of Charter	August 1st	

Item	Description	Due Date	Annual Update (if changed; notify SCSOS if unchanged)	Update within 10 Business Days of any 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	Effective date of Charter	August 1st	√
Meeting agendas	Board and standing committee meeting agendas	At time of required posting (Brown Act)		
Meeting minutes	Approved minutes of board and standing committee meetings	Within 2 business days of approval		
Articles of Incorporation	As submitted to the state	Effective date of Charter		√
Bylaws	Latest version approved by the governing board	Effective date of Charter	August 1st	√
501(c)(3) tax-exempt status	Letter from IRS confirming approval of tax exempt status	Effective date of Charter		√
Board Policies				
Conflict of Interest Policy	Conflict policy compliant with Charter and Fair Political Practices Act	Effective date of Charter	August 1st	√
Public Records Act Policy	Procedures to implement the California Public Records Act	Effective date of Charter	August 1st	
Special Education Policy	Including procedures compliant with IDEA and requirements of SELPA; consistent with Charter	Effective date of Charter	August 1st	
Rehabilitation Act §504 Policy	Procedures to ensure compliance with legal requirements; consistent with Charter	Effective date of Charter	August 1st	
English Learner Policy	Procedures to ensure compliance with legal requirements, including identification, placement and reclassification; consistent with Charter	Effective date of Charter	August 1st	
Complaint and/or Internal Dispute Resolution Policy	Including procedures and forms; must include Uniform Complaint Procedure; may include other forms and systems established by school	Effective date of Charter	August 1st	√
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	Effective date of Charter	August 1st	

Item	Description	Due Date	Annual Update (if changed; notify SCSOS if unchanged)	Update within 10 Business Days of any Change
Health and Safety Policy/ies	protection of assets 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	Effective date of Charter	August 1 st	
Student Grading/Promotion	Policies and procedures regarding student grading, placement of students by grade, promotion from one grade to the next, and retention in current grade; including samples of parent notifications	Effective date of Charter	August 1 st	
Student Free Speech Policy	Standards and procedures regarding student free expression, consistent with applicable state and federal law	Effective date of Charter	August 1 st	
Student Discipline Policy	Policies and procedures for student discipline, including behavior expectations, suspension/expulsion standards, and due process; including procedures for students with disabilities	Effective date of Charter	August 1 st	√
Administration				
Proof of Insurance	Certificate of insurance in the amounts required by the MOU; SCSOS as additional insured	Effective date of Charter	August 1 st	√
Risk Management Plan	Policies and practices to prevent and address reasonably foreseeable risks and incidents occurrences, plus certification that such policies and practices have been instituted	Effective date of Charter	August 1 st	
Disclosure of Claims / Litigation	Required disclosure of any pending or actual litigation and/or claim from any party or notice of potential infraction, criminal or civil action	Immediately		
Employee Handbook	Personnel policy/ies and/or documentation provided to all employees regarding terms of employment; including mandated child abuse reporting, non-discrimination, sexual harassment, and complaint procedures	Immediately	August 1 st	
Teacher credentials and highly qualified teacher requirements	SCSOS CSO spreadsheet containing specified information on all instructional personnel	1 month before the first day of school	August 15 th	√
Certification of screening	Certification that all (new) employees have been subject to criminal background check (FBI and DOJ) and tuberculosis screening	1 month before the first day of school	August 15 th	√

Item	Description	Due Date	Annual Update (if changed; notify SCSOS if unchanged)	Update within 10 Business Days of any Change
STRS/PERS Reporting	Contract with SCSOS for STRS and/or PERS reporting	Effective date of Charter	July 1 st	
Student Admission and Enrollment				
Admission, Enrollment and Exit Procedures	Description of process for admission and enrollment of students, consistent with Charter, and including dates for receiving applications and conducting lottery; also addressing process for exit (voluntary withdrawal) and notification of district of residence	Effective date of Charter	August 1 st	√
Application Form	Current downloadable or on-line form to apply for admission to the school	Effective date of Charter	October 1 st for enrollment for following academic year	
Required Documents	List of information and documents required to complete enrollment of admitted students	Effective date of Charter	January 1 st for enrollment for following academic year	
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.)	1 month before the first day of school	August 15 th	
Student/Family Handbook	Material provided to students and families regarding school policies, procedures and expectations; including attendance, discipline, parent volunteers, electronics, dress codes, etc.	1 month before the first day of school	August 15 th	
Student Roster	List (SCSOS 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)		September 30 th	
Facilities				
Facilities Lease Agreement(s)	Lease, rental agreement, facilities use agreement or similar documentation of right to use school facilities	When signed, no later than 2		√

Item	Description	Due Date	Annual Update (if changed; notify SCSOS if unchanged)	Update within 10 Business Days of any Change
		months before the first day of school		
Building permits	Evidence of ability to occupy the facility for educational purposes and proposed uses, such as Certification of Occupancy, building permits, health department permit, evidence of appropriate zoning, fire marshal inspection, etc.	When completed, no later than 1 month before the first day of school	August 1 st	
Updated Facility Inspection (<i>if charter school renovates or adds classrooms at existing site; new site requires material revision of charter</i>)	School site passes, to satisfaction of SCSOS CSO staff, updated facility inspection based on CDE standards	1 week prior to opening		
Educational Program				
Academic calendar	Calendar of academic year showing holidays, recess periods, staff development days, etc.	Effective date of Charter	1 month before start of school	√
Daily bell schedule for site-based programs	Current schedule of class periods on daily and weekly basis, with arrival and dismissal times for regular and early release days	Effective date of Charter	2 weeks before start of school	
State Assessments	Results from statewide assessments	Upon receipt by the charter school	Annually upon receipt	
SARC	State-mandated School Accountability Report Card		February 1st	
Annual Report of Activities (<i>reporting on 2013-14 only; discontinued starting 2014-15</i>)	Annual report as required by MOU, using SCSOS CSO template	February 1, 2015		
LCAP (<i>beginning 2015</i>)	Local Control and Accountability Plan, using state template	June 30, 2015	June 30 th	
Curriculum	Scope and sequence for all subjects taught in grades served; to be provided as grades are added	August 1 st	August 1 st (until all grades completed)	
A-G Approved Courses: High Schools Only	Verification of UC/CSU approval of A-G courses	August 1 st	August 1 st	

Item	Description	Due Date	Annual Update (if changed; notify SCSOS if unchanged)	Update within 10 Business Days of any Change
Accreditation: High Schools Only	Documentation of current status of WASC accreditation	Effective date of Charter	August 1 st	√
Purposley left blank				
Independent Study Program Verification (if applicable)	Documentation verifying compliance with independent study requirements as required by MOU	Effective date of Charter	August 1 st	
Attendance Reporting				
20-Day Attendance	Attendance report for new grade or expansion from first 20 days of instruction		1 week before CDE deadline (October)	
First Principal Apportionment (P-1)	Attendance report for first attendance accounting period, in CDE format		1 week before CDE deadline (January)	
Second Principal Apportionment (P-2)	Attendance report for second attendance accounting period, in CDE format		1 week before CDE deadline (May)	
Annual Apportionment (P-Annual)	Attendance report for annual attendance accounting period, in CDE format		1 week before CDE deadline (July)	
Monthly enrollment/attendance	Electronic documentation of monthly enrollment/attendance	15 th of first month in which instruction occurs	15 th of each month	
Attendance Accounting Procedures	Description of or instructions for attendance accounting	Effective date of Charter	August 1 st	
Financial Reporting				
Preliminary Budget	Budget for new fiscal year; completed using SCSOS template, with additional information as requested (i.e., special education)		1 week before July 1 st deadline	
Unaudited Actuals Report for prior fiscal year	Report on prior year revenues and expenditures; completed using CDE template		1 week before September 15 th CDE deadline	
First Interim Report	Report on first period revenues and expenditures; completed using SCSOS template, with additional information as requested (i.e., special education)		1 week before December 15 th CDE	

Item	Description	Due Date	Annual Update (if changed; notify SCSOS if unchanged)	Update within 10 Business Days of any Change
Second Interim Report	Report on second period revenues and expenditures; completed using SCSOS template, with additional information as requested (i.e., special education)		deadline 1 week before March 15 th CDE	
<p><i>All financial reports will include back-up information, as specified in the SCSOS templates, and including, but not limited to:</i></p> <ul style="list-style-type: none"> ▪ <i>Electronic copy of Alternative Report & Attachments</i> ▪ <i>MYP Worksheet (for current and 2 subsequent years)</i> ▪ <i>Assumptions/Narratives Worksheet (current and 2 subsequent years)</i> ▪ <i>Statement of Cash Flow</i> ▪ <i>Supplemental Financial Reports (Monthly Statement of Activities and Balance Sheet)</i> ▪ <i>LCAP Expenditures</i> ▪ <i>Special Education Staffing and Revenue and Expenditure Report</i> 				
Independent Auditor Selection	Notification of independent auditor selected for annual audit		April 1 st	
Annual audit	Annual independent financial audit		December 15 th for prior fiscal year	
Oversight fees	Payment of invoice for oversight fees	Quarterly	Within 30 days of invoice	
Closure Procedures				
Procedures to be used in event of school closure	Plan for school closure, consistent with charter provisions	Effective date of Charter	August 1 st	
Identification of point of contact for closure activities	Name, phone, email, fax and postal address for primary contact in event of school closure	Effective date of Charter	August 1 st	
Reports to Other Agencies				
Reports to other state agencies	Copies of all reports or documents that the Charter School is required to submit to any public agency in California, including Annual Charter School Information Survey, PENSEC, claims for facilities reimbursement to CSFA, etc.	When submitted to the state or other public agency		

SUTTER COUNTY OFFICE OF EDUCATION

SCHEDULE B

Electronic Posting of Charter School Documents

All information and documents listed below are to be posted on the Charter School's website from the initial date specified in pre-opening 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 30th of each year.

Category	Title	Description	Update to be Posted within 10 Business Days of Change
Basic Charter School Information	School contact information	Name, phone, email and fax for school leader and office manager. Physical and mail address of school. Office hours.	√
	Organization chart	Structure of organization from governing board to classroom teacher, including Charter Management Organization, if applicable.	
Governance	Board roster	Names and email addresses of all board members, with terms of service, officers and committee assignments identified.	√
	Board biographies	Brief summaries of the background and experience of board members	√
	Board election process	Consistent with charter and bylaws, brief description of method for nominating and electing board members	
	Board meeting schedule	Dates, times and locations for all regular meetings of the board for the fiscal year; include all standing committees; identify annual organizational meeting at which board members and officers are elected	√
	Meeting agendas	Board and standing committee meeting agendas, at time of required posting (Brown Act)	
	Meeting minutes	Approved minutes of board and standing committee meetings	
	Charter	Copy of approved charter (without appendices)	
	Articles of Incorporation	As submitted to the state	
	Bylaws	Latest version approved by the governing board	√
	501(c)(3) tax-exempt	Letter from IRS confirming approval of tax exempt	

Category	Title	Description	Update to be Posted within 10 Business Days of Change
	status	status	
Board Approved Policies	Conflict of Interest Policy	Conflict policy compliant with Charter and California Political Reform Act	
	Special Education Policy	Including procedures compliant with IDEA and requirements of SELPA; consistent with Charter	
	Rehabilitation Act §504 Policy	Procedures to ensure compliance with legal requirements; consistent with Charter	
	English Learner Policy	Procedures to ensure compliance with legal requirements, including identification, placement and reclassification; consistent with Charter	
	Complaint and/or Dispute Resolution Policy	Including procedures and forms; must include Uniform Complaint Procedure; may include other forms and systems established by school	√
Administration	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 SCSOS and ACBE	
	Audit	Independent audit available upon request	
Student Admission and Enrollment	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	√

Category	Title	Description	Update to be Posted within 10 Business Days of Change
Educational Program	School Accountability Report Card	Most recent SARC	
	Annual Report of Activities	Most recent Annual Report of Activities (not required after February 2015)	
	Local Control and Accountability Plan	Most recent LCAP or annual update	
	Academic Calendar	Current calendar of holidays and school days for the fiscal year	√
	Daily/Weekly Class Schedule	Current schedule of class periods on daily and weekly basis, with arrival and dismissal times for regular and early release days	√
	Accreditation: High Schools Only	Documentation of current status of WASC accreditation	
	A-G Approved Courses: High Schools Only	List, with short descriptions, of current courses approved as A-G for UC/CSU eligibility	

**SUTTER COUNTY OFFICE OF EDUCATION
SCHEDULE C
Charter School Pre-Opening Requirements**

Provision of all documents listed in Schedule C, to the satisfaction of SCSOS, is a condition of opening the Charter School. In the event that the County Board determines that the Non-Profit has failed to comply with these conditions, the County Board may, at its sole discretion, delay the opening of the Charter School by up to one year and specify additional or altered conditions for such delayed opening.

Item	Description	Due Date (all dates prior to school opening)
SCHOOL BASICS		
School contact information	School contact information: school leader name, school phone, school fax, school leader emergency phone, leader email, school address	July 1 st
CDE code	Confirmation of receipt of CDS code	July 1 st
School leadership	Roster of school leadership (SCSOS Excel format) with phone and email, including: <ul style="list-style-type: none"> • school leader • assistant leader (vice principal, assistant principal, etc.) • on-site coordinators and/or coaches • designated special education coordinator • designated English learner coordinator • designated Section 504 coordinator • designated homeless coordinator • office/operations manager • primary finance/accounting contact • primary human resources contact 	August 1 st
Organizational chart	Structure of organization from governing board to classroom teacher, including Charter Management Organization, if applicable.	August 1 st
GOVERNANCE		
Final charter	Final copy of charter correctly referencing ACBE and SCSOS	One week prior to ACBE approval of MOU
Articles of Incorporation	As submitted to the state	July 1 st
Bylaws	Latest version approved by the governing board	July 1 st
501(c)(3) tax-exempt status	Letter from IRS confirming approval of tax exempt status	July 1 st
Board roster	Names and email addresses of all board members, with end date for current term of service, officers and committee assignments identified.	September 1 st
Board clearance	Certification of clearance of governing board members (criminal background check DOJ and FBI; child abuse registry check)	September 1 st
Board training	Verification of annual Brown Act and Fair Political Practices Act training for board and leadership	September 1 st
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	September 1 st
Meeting agendas	All board and standing committee meeting agenda for the period from approval of the charter by ACBE to the due date	September 1 st

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

Item	Description	Due Date (all dates prior to school opening)
	employees regarding terms of employment; including mandated child abuse reporting, non-discrimination, sexual harassment, and complaint procedures	
Teacher credentials and highly qualified teacher requirements	SCSOS CSO spreadsheet containing specified information on all instructional personnel	August 1 st
Criminal and TB screening	Certification that all employees have been subject to criminal background check (FBI and DOJ) and tuberculosis screening	August 1 st
Safety training	Certification that all employees have been trained in health, safety and emergency procedures	First day of school
Payroll	Contract or other verification of payroll service provider; or identification of individual responsible for payroll processing	July 1 st
STRS/PERS Reporting	Contract with SCSOS for STRS and/or PERS reporting	July 1 st
Job descriptions	Job descriptions for all school leadership positions (listed above) and teachers (including resource teachers, prep teachers, instructional coaches, etc.)	July 1 st
Evaluation	Performance evaluation procedures for all leadership positions (listed above) and teachers (including resource teachers, prep teachers, instructional coaches, etc.)	July 1 st
STUDENT ENROLLMENT		
Recruitment materials	Promotional materials and description of outreach/recruitment activities to be undertaken (with dates and locations); including notice of enrollment period (accepting applications, close of applications, lottery, etc.)	January 1 st
Admission, Enrollment and Exit Procedures	Description of process for admission and enrollment of students, consistent with Charter, and including dates for receiving applications and conducting lottery; also addressing process for exit (voluntary withdrawal) and notification of district of residence	January 1 st
Application Form	Current downloadable or on-line form to apply for admission to the school	January 1 st
Required documents/enrollment package	List of information and documents required to complete enrollment of admitted students	January 1 st
Verification of sufficient enrollment	Verification that school has completed enrollment process for a number of students in each grade equal to at least 80% of the enrollment projected in its budget for the first year of operation; verification to consist of spreadsheet with student name, DOB, grade enrolled, parent/guardian name/s, home address, phone	July 1 st
Student roster	List (SCSOS 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)	September 30 th of first year
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.)	August 1 st
Student/Family Handbook	Material provided to students and families regarding school policies, procedures and expectations; including attendance, discipline, parent volunteers, electronics, dress codes, etc.	August 1 st
FACILITY		

Item	Description	Due Date (all dates prior to school opening)
Facilities Lease Agreement(s)	Lease, rental agreement, facilities use agreement or similar documentation of right to use school facilities	July 1 st
Building permits	Evidence of compliance with local building code for educational uses, including building permits and zoning, as	1 week prior to opening
Certificate of Occupancy	Valid current Certification of Occupancy for school use	1 week prior to opening
Fire Marshal Inspection	Verification of passage of Fire Marshal inspection of the site	1 week prior to opening
Safety plan	Safety and emergency response plan for specific site/s, covering earthquake, fire, natural disasters, bomb threat and criminal activity lock-down procedures; sample evacuation plans for classrooms; planned rotation of safety drills	2 weeks prior to opening
Facility inspection	School site passes, to satisfaction of SCSOS CSO staff, pre-opening facility inspection based on CDE standards	1 week prior to opening
ACADEMIC PROGRAM		
Academic calendar	Calendar of academic year showing holidays, recess periods, staff development days, etc.	July 1 st
Daily bell schedule for site-based programs	Current schedule of class periods on daily and weekly basis, with arrival and dismissal times for regular and early release days	July 1 st
LCAP (<i>beginning 2015</i>)	Local Control and Accountability Plan, using state template	July 1 st
Curriculum	Scope and sequence for all subjects in grades to be served in first year	1 week prior to opening
A-G Approved Courses: High Schools Only	Verification of UC/CSU approval of A-G courses	August 1 st
Instructional materials	List of instructional materials and textbooks to be used in the first year of operation; copy of orders for materials	August 1 st
SELPA Documentation	Verification of membership in a Special Education Local Planning Area (SELPA)	July 1 st
Special education services	Signed contract with special education and/or 504 service providers; or identification of individual/s responsible for providing service	August 1 st
Independent Study Program Verification (<i>if applicable</i>)	Documentation verifying compliance with independent study requirements as required by MOU	August 1 st
FINANCE		
Attendance Accounting Procedures	Description of or instructions for attendance accounting	August 1 st
Preliminary Budget	Budget for first fiscal year of operation; completed using SCSOS template and instructions for additional information, as requested (i.e., MYP, Cash Flow, LCAP expenditures, special education)	1 week before July 1 st deadline
Revised Preliminary Budget	Updated/revised budget and cash flow schedule for first fiscal year of operation; completed using SCSOS template, with amounts reflecting actual enrollment and hiring	September 1 st
Charter School Annual Information Survey	CDE on-line form designating status of school as direct or indirect funded	CDE due date prior to opening (May)
PENSEC	Pupil Estimates for New or Significantly Expanding Charters (PENSEC) reporting estimated average daily attendance (ADA) and other pupil counts for charter schools that will be newly operational	1 week before CDE due date in fiscal year prior to opening (July)

Item	Description	Due Date (all dates prior to school opening)
Procedures to be used in event of school closure	Plan for school closure, consistent with charter provisions	July 1 st
Identification of point of contact for closure activities	Name, phone, email, fax and postal address for primary contact in event of school closure	July 1 st
Accounting services	Signed contract with back-office or financial services provider; or identification of individual/s responsible for providing service	July 1 st
Bank information for fund transfers	Completed SCSOS forms for transfer of funds from SCSOS to charter school	June 1 st
Start-up grant	Public Charter School Grant Program application and subsequent correspondence re: status	July 1 st

SUTTER COUNTY OFFICE OF EDUCATION
SCHEDULE D
Charter-Specific Conditions

The conditions under which the Charter was granted were specified in the adopted motion of the Sutter County Board of Education approving the charter. Should the County Board determine that the Charter has failed to comply with these conditions, the action granting the Charter shall be nullified and the Charter deemed not to have been granted.

Item	Description	Due Date
MOU	Finalize a Memorandum of Understanding (MOU) among [charter school non-profit], the County Board of Education and the County Superintendent	
Revised charter	Submission of a revised charter petition with language consistent with the charter having been authorized by the Sutter County Board of Education;	
Prior to opening of the Charter for the 2018-2019 School Year, AeroSTEM will:	<ol style="list-style-type: none"> 1. Lease a building which meets all the legal requirements to support learning and be safe for students and staff within the boundaries of the Yuba City Unified School District; 2. Provide evidence of a Memorandum of Understanding (“MOU”) outlining the terms of the loan from CORE to AeroSTEM; 3. Update the budget to reflect the cost of Special Education Services provided under the Sutter County SELPA fiscal model; 4. Execute an MOU between Sutter County Superintendent of Schools Office and AeroSTEM Charter to address the following matters: <ol style="list-style-type: none"> a) Address PERS/STRS liability for employees of AeroSTEM; b) Agree to additional buildings/facilities are considered material revisions to the Petition which will require approval by the authorizer; and c) Agree that AeroSTEM will provide to Sutter County Superintendent of Schools agendas and meeting minutes for Board of Directors meetings; and d) Agree to provide a board approved copy of the Employee Handbook. 5. Make changes to the original petition to reflect the Sutter County Superintendent of Schools Board of Education as the authorizing agent and delineate SELPA membership. 	