**OUSD District Required Language for Charter School Petitions, Renewals & Material Revisions**

Dear Applicants:

On the following pages, you will find the “District Required Language” (“DRL”) that must be included in a new charter school petition, renewal, and request for a material revision.

**Please follow the instructions below:**

* Place the DRL for each Element at the beginning of the Element under the Element heading. Use the Element headings provided in the DRL, including the statutory language for each Element.
* As shown here, please highlight all DRL in gray to facilitate easy identification of the DRL within the petition.
* **Do not add, delete, or change any provision of the DRL.**
* **Ensure that all other provisions in the charter petition do not contradict and are otherwise consistent with the provisions of the DRL.**
* Note that Element 11 does not include DRL other than its heading.

Please note that use of the DRL does not constitute an assurance or guarantee that the Board of Education will grant the Petition. The Office of Charter Schools will evaluate the Petition according to the criteria set forth in Education Code section 47605, and the Board may deny the petition if it finds any of the following: (1) The charter school presents an unsound educational program for the pupils to be enrolled in the charter school; (2) The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition; (3) The petition does not contain the [required] number of signatures; (4) The petition does not contain an affirmation of each of the conditions described in subdivision [Education Code §§47605] (d); and (5) The petition does not contain reasonably comprehensive descriptions of all of the [criteria set forth in Education Code §§47605(b)(5)(A)-(Q)]; or the petition lacks a declaration of whether or not the charter school shall be deemed the exclusive public school employer of the employees of the charter school for purposes of the Educational Employment Relations Act.

The DRL is the minimum language required by OUSD. Not all elements have DRL. Petitioners are responsible for providing all language required to meet the reasonably comprehensive requirement for every element under Education Code section 47605. The DRL is intended to constitute a minimum threshold for eligibility for submission, not a guarantee that the Petition will be granted.

### Element 1 (Educational Program)

*Add the following text and remove any text to the contrary:*

***1. Annual Goals for All Pupils and Subgroups of Pupils in the State Priorities***

*DRL: “ Under Education Code section 47605(b)(5)(A)(ii), [CHARTER SCHOOL] sets forth the following pupil outcomes related to annual academic achievement goals, set and disaggregated by all numerically significant subgroups as defined in Education Code section 52052( including race/ethnicity, socio-economic status (SES), English Learner status, and Special Education designations), in the state priorities that apply for the grade levels served or the nature of the program operated, as well as the specific annual actions to achieve those goals. [CHARTER SCHOOL] further sets forth any additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those additional goals as follows: [Insert outcomes by pupil subgroups in the applicable state priorities].”*

***2. Local Control Accountability Plan (LCAP)***

*DRL: “[CHARTER SCHOOL] shall annually submit a Local Control and Accountability Plan (LCAP)/annual update to the Office of Charter Schools on or before July 1, in accordance with Education Code section 47604.33. In accordance with Education Code section 47606.5, [CHARTER SCHOOL] shall annually update its goals and annual actions to achieve those goals identified in the charter pursuant to Education Code section 47605(b)(5)(A)(ii), using the Local Control and Accountability Plan template adopted by the State Board of Education, as it may be changed from time to time, including but not limited to the following:*

* *A review of the progress towards the goals included in the charter, an assessment of the effectiveness of specific actions toward achieving those goals, and a description of the changes to the specific actions the charter school will make as a result of the review and assessment.*
* *Listing and description of the expenditures for the fiscal year in implementing the specific actions included in the charter as a result of the reviews and assessments, classified using the California School Accounting Manual.*
* *To the extent practicable, data shall be reported in a manner consistent with how information is reported on the California School Dashboard.*

 *[CHARTER SCHOOL] shall comply with all other requirements of Education Code section 47606.5, including but not limited to the requirement that [CHARTER SCHOOL] “shall consult with teachers, principals, administrators, other school personnel, parents, and pupils in developing the annual update. (Ed. Code § 47606.5(e).)”*

***3. Western Association of Schools and Colleges (WASC) Accreditation***

*DRL: “If [CHARTER SCHOOL] serves students in grades 9-12, [CHARTER SCHOOL] shall obtain Western Association of Schools and Colleges (WASC) accreditation before [CHARTER SCHOOL] graduates its first class of students.”*

***4. Mathematics Placement Policy***

*DRL: “If [CHARTER SCHOOL] serves ninth grade, [CHARTER SCHOOL] shall comply with the requirements of Education Code section 51224.7 with respect to implementing a fair, objective and transparent mathematics placement policy for pupils entering the ninth grade.”*

***5. Student Enrollment and Grade Levels Served***

*DRL: “For the term of the Charter, [CHARTER SCHOOL] projects the following grade levels and enrollment:*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| *Grade Level* | *Year* | *Year* | *Year* | *Year* | *Year* |
| *TK* |  |  |  |  |  |
| *K* |  |  |  |  |  |
| *1* |  |  |  |  |  |
| *2* |  |  |  |  |  |
| *3* |  |  |  |  |  |
| *4* |  |  |  |  |  |
| *5* |  |  |  |  |  |
| *6* |  |  |  |  |  |
| *7* |  |  |  |  |  |
| *8* |  |  |  |  |  |
| *9* |  |  |  |  |  |
| *10* |  |  |  |  |  |
| *11* |  |  |  |  |  |
| *12* |  |  |  |  |  |
| *Other* |  |  |  |  |  |
| *Total* |  |  |  |  |  |

*[CHARTER SCHOOL] acknowledges that it is the position of the District that any deviation from the grade levels listed above served above shall be considered a material revision of the Charter under Education Code section 47607(a). Further, any increase in enrollment exceeding either 5% or 20 students of the total enrollment, shall be considered a material revision of the Charter under Education Code section 47607(a).”*

**Element 2 (Measurable Pupil Outcomes)**

*Add the following text and remove any text to the contrary:*

***1. Pupil Outcome Goals: Increases in Academic Achievement by Subgroup***

*DRL: “In accordance with Education Code section 47607(b)(5)(B), [CHARTER SCHOOL’s] pupil outcomes will be set related to increases in pupil academic achievement both schoolwide and for all* *numerically significant subgroups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of section 47607. The pupil outcomes shall align with state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school*.

*[CHARTER SCHOOL]’s pupil outcomes, related to increases in pupil academic achievement both schoolwide and for all numerically significant subgroups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of section 47607, shall be aligned with state priorities, as described in subdivision (d) of Section 52060, are as follows:”*

*[[CHARTER SCHOOL] to insert pupil outcomes in compliance with Education Code section 47607(b)(5)(B)].*

***2. Application of Education Code section 47607.3***

*DRL: “Under Education Code section 47607.3, if [CHARTER SCHOOL] fails to improve outcomes for 3 or more pupil subgroups (or, if less than 3, all pupil subgroups) in 3 or 4 consecutive school years, the following shall apply:*

* *The chartering authority shall provide technical assistance to the charter school using an evaluation rubric adopted by the State Board.*
* *The Superintendent may assign, at the request of the chartering authority and approval of the State Board, the California Collaborative for Educational Excellence to provide advice and assistance to the charter schools.*
* *The chartering authority shall consider for revocation any charter school to which the California Collaborative for Educational Excellence has provided advice and assistance, and has made findings that: 1) the charter school has failed, or is unable, to implement the recommendations of the California Collaborative for Educational Excellence; or 2) that the inadequate performance of the charter school, based upon the evaluation rubric, is so persistent or so acute so as to require revocation of the charter.”*

**Element 3 (Method of Measuring Pupil Outcomes)**

*Add the following text and remove any text to the contrary:*

***1. Statewide Testing***

*DRL: “Pursuant to the implementation of California’s Common Core and the California Assessment of Student Performance and Progress (CAASPP) System, [CHARTER SCHOOL] will establish baseline performance in the first year of testing administration and will demonstrate growth in performance each year thereafter.”*

*DRL: “If [CHARTER SCHOOL] does not test with the District, [CHARTER SCHOOL] hereby grants authority to the State of California to provide a copy of all test results directly to the District as well as the charter school.*

*Test results for the prior year, if not provided directly to the District by the State, will be provided by the [CHARTER SCHOOL] to the District no later than September 1 of each year.”*

**Element 4 (Governance)**

*Add the following text and remove any text to the contrary*:

***1. Operation by or as a Nonprofit Public Benefit Corporation***

*DRL: “As an independent charter school, [CHARTER SCHOOL], operated as or by its nonprofit public benefit corporation, is a separate legal entity and shall be solely responsible for the debts and obligations of [CHARTER SCHOOL]. [CHARTER SCHOOL] shall comply with the provisions of Education Code section 47604(b)(1) and shall not operate as, or be operated by, a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization. A for-profit educational management organization and a for-profit charter management organization are entities that manage or operate a charter school.*

*[CHARTER SCHOOL] shall ensure that, at all times throughout the term of the Charter, the bylaws of its governing board and/or nonprofit corporation are and remain consistent with the provisions of this Charter. In the event that the governing board and/or nonprofit corporation operating [CHARTER SCHOOL] amend the bylaws, [CHARTER SCHOOL] shall provide a copy of the amended bylaws to the OCS within 30 days of adoption.*

***2. Indemnification of District***

*DRL: “[CHARTER SCHOOL] through this Charter agrees to defend, and indemnify and hold harmless the District, its officers, directors, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter “District” and “District Personnel”) from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, [CHARTER SCHOOL]’s performance under this Agreement or the Charter, the condition or use of its facilities, or any acts, errors, negligence, omissions or intentional acts by [CHARTER SCHOOL], its Governing Board, administrators, employees, agents, representatives, volunteers, successors and assigns.”*

***3. Governing Board Operation***

*DRL: “[CHARTER SCHOOL] shall follow Education Code section 47604.1, and comply with the Ralph M. Brown Act (Government Code section 54950 et seq.*); the *California Public Records Act (Government Code section 6250 et seq.); Government Code section 1090 et seq.; and the Political Reform Act (Government Code section 81000 et seq.) [CHARTER SCHOOL] shall also comply with the provisions of Education Code section 47604.1(c) with respect to the location of its meetings, and broadcasting its meetings on a two-way teleconference where required.*

*[CHARTER SCHOOL] shall send to the OCS copies of all governing board meeting agendas at the same time that they are posted in accordance with the Brown Act. [CHARTER SCHOOL] shall also send to the OCS copies of all board meeting minutes within one week of governing board approval of the minutes. Timely posting of agendas and minutes on [CHARTER SCHOOL]’s website will satisfy this requirement.*

*The District reserves the right, but is not obligated, to appoint a single representative of the District’s choosing to the [CHARTER SCHOOL] governing board pursuant to Education Code section 47604(b).”*

***4. Required Notifications to the District***

*DRL: “[CHARTER SCHOOL] shall notify the OCS in writing of any citations or notices of workplace hazards; investigations by outside regulatory or investigative agencies, lawsuits, changes in corporate or legal status (e.g. loss of IRS 501(c)(3) status), or other formal complaints or notices, regarding any aspect of [CHARTER SCHOOL]’s operations, within one week of receipt of such notices by [CHARTER SCHOOL]. Unless prohibited by law, [CHARTER SCHOOL] shall notify the OCS in writing of any internal investigations within one week of commencing investigation. [CHARTER SCHOOL] shall notify the OCS within 24 hours of any dire emergency or serious threat to the health and safety of students or staff.”*

***5. Charter School Records***

*DRL: “STUDENT RECORDS*

*Upon receiving a records request from a receiving school/school district, [CHARTER SCHOOL] shall transfer a copy of the student’s complete cumulative record within ten (10) school days in accordance with Education Code section 49068. [CHARTER SCHOOL] shall comply with the requirements of California Code of Regulations, title 5, section 3024, regarding the transfer of student special education records. In the event [CHARTER SCHOOL] closes, [CHARTER SCHOOL] shall comply with the student records transfer provisions in Element 15. [CHARTER SCHOOL] shall comply with the requirements of Education Code section 49060 et seq., regarding rights to access student records, and Education Code section 49069.3 and 49069.5 regarding transfer of records for youth in foster care.*

*[CHARTER SCHOOL] acknowledges that pursuant to Article XVI section 8.5(e) of the California Constitution, sections 2(e), 6, and 8 of Proposition 98, and sections 33126.1(b), 35256(c), and 35258 of the Education Code require schools, including [CHARTER SCHOOL] to provide certain information in certain formats in certain ways to the general public and specifically to parents of students at [CHARTER SCHOOL] and of the District. [CHARTER SCHOOL] further acknowledges that it has the obligation to provide all of such information to the District that is required by these referenced authorities in a timely manner so that the District may meet its obligations under those authorities as well. To the extent that there is information that the District has, but that [CHARTER SCHOOL] does not have that [CHARTER SCHOOL] needs in order to meet its obligations, the District shall provide the same to [CHARTER SCHOOL] in a reasonably timely manner upon request under Education Code section 47604.3.*

 *[CHARTER SCHOOL] in accordance with Education Code Section 47604.3, shall promptly respond to all reasonable inquiries, including but not limited to, inquiries regarding financial records, from the District and shall consult with the District regarding any such inquiries. [CHARTER SCHOOL] acknowledges that it is subject to audit by OUSD. If OUSD seeks an audit of [CHARTER SCHOOL], OUSD shall assume all costs of such audit. This obligation for the District to pay for an audit only applies if the audit requested is specifically requested by the District and is not otherwise required to be completed by [CHARTER SCHOOL] by law or charter provisions.”*

**Element 5 (Employee Qualifications)**

*Add the following text and remove any text to the contrary:*

***1. Nondiscrimination***

*DRL: “EQUAL EMPLOYMENT OPPORTUNITY*

*[CHARTER SCHOOL] acknowledges and agrees that all persons are entitled to equal employment opportunity. [CHARTER SCHOOL] shall not discriminate against applicants or employees on the basis of race, color, religion, sex, gender, gender expression, gender identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, genetic information, military and veteran status, or any other characteristic protected by California or federal law. Equal employment opportunity shall be extended to all aspects of the employer-employee relationship, including recruitment, selection, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and dismissal from employment.”*

***2. Teacher Credentialing Requirements***

*DRL: “CREDENTIALING REQUIREMENTS*

*[CHARTER SCHOOL] shall adhere to all State and federal requirements that are applicable to teachers and paraprofessional employees. [CHARTER SCHOOL] shall ensure that all teachers meet applicable state requirements for certificated employment, including the provisions of Education Code section 47605(l). [CHARTER SCHOOL] shall maintain current copies of all teacher credentials and make them readily available for inspection.”*

***3. Reports of Educator Misconduct to C.C.T.C.***

*DRL: “OBLIGATION TO REPORT TO CALIFORNIA COMMISSION ON TEACHER CREDENTIALING*

*[CHARTER SCHOOL] shall comply with Education Code section 44030.5 with respect to reporting the change in employment status to the California Commission on Teacher Credentialing where the change of employment status is a result of an allegation of misconduct, or while an allegation of misconduct is pending, and with Education Code section 44939.5 regarding the re porting of egregious misconduct.”*

***4. Employment of Felons***

*DRL: “EMPLOYMENT OF FELONS*

*The [CHARTER SCHOOL] shall comply with the provisions of Education Code section 44830.1 and 45122.1 with respect to the submission of fingerprints to the Department of Justice and the employment of persons convicted of violent or serious felonies.”*

**Element 6 (Health and Safety)**

***1. Site Safety Plan***

*Add the following text and remove any text to the contrary:*

DRL: “*[CHARTER SCHOOL] shall develop a school safety plan, which shall include the following topics set forth in Education Code section 32282(a)(2), and which shall be updated by March 1 every year:*

*(A) Child abuse reporting procedures;*

*(B) Disaster procedures, routine and emergency, including adaptations for pupils with disabilities;*

*(C) Policies pursuant to subdivision (d) of Section 48915 for pupils who committed an act listed in subdivision (c) of Section 48915 and other school-designated serious acts that would lead to suspension, expulsion, or mandatory expulsion recommendations;*

*(D) Procedures to notify teachers of dangerous pupils pursuant to Section 49079;*

*(E) A discrimination and harassment policy consistent with the prohibition against discrimination set forth in Education Code section 200;*

*(F) The provisions of any schoolwide dress code, pursuant to Section Education Code 35183 that prohibits pupils from wearing “gang-related apparel,” if the school has adopted that type of a dress code;*

*(G) Procedures for safe ingress and egress of pupils, parents, and school employees to and from school;*

*(H) A safe and orderly environment conducive to learning at the school;*

*(I) The rules and procedures on school discipline adopted pursuant to Education Code sections 35291, 35291.5, 47605, and 47605.6;*

*(J) Procedures for conducting tactical responses to criminal incidents, including procedures related to individuals with guns on school campuses and at school-related functions. The procedures to prepare for active shooters or other armed assailants shall be based on the specific needs and context of each school and community.”*

***2. Pupil Safety***

DRL: “VISION, HEARING AND SCOLIOSIS

*[CHARTER SCHOOL] shall comply with all federal and state legal requirements related to student immunization, health examination, and health screening, including but not limited to screening for vision, hearing, and scoliosis, to the same extent as would be required if the students were attending a non-charter public school. [CHARTER SCHOOL] shall maintain student immunization, health examination, and health screening records on file.*

EPINEPHRINE AUTO-INJECTORS

*[CHARTER SCHOOL] shall stock and maintain the required number and type of emergency epinephrine auto-injectors onsite and provide training to employee volunteers in the storage and use of the epinephrine auto-injector, and shall comply with the requirements of Education Code section 49414..*

*COMPETITIVE ATHLETICS*

*[CHARTER SCHOOL] shall comply with the requirements of Education Code section 221.9 with respect to the posting and/or disclosure requirements regarding pupil participation in competitive athletics, and shall comply with the requirements of Education Code section 33479 et seq. regarding recognition of signs of sudden cardiac arrest with respect to any athletic program that if offers.*

*CONCUSSIONS/HEAD INJURIES*

*[CHARTER SCHOOL] shall comply with the requirements of Education Code section 49475 regarding concussions/head injuries with respect to any athletic program (as defined in Education Code § 49475) offered by or on behalf of [CHARTER SCHOOL].”*

*SAFE PLACE TO LEARN ACT*

*[CHARTER SCHOOL] shall comply with all applicable requirements of the Safe Place to Learn Act, Education Code section 234 et seq.*

*Gun-Free Schools Act*

*[CHARTER SCHOOL]*  shall comply with the federal Gun-Free Schools Act.

*TOBACCO USE PREVENTION*

*[CHARTER SCHOOL] shall enact policies to prohibit the use of Tobacco near its school site in accordance with the provisions of California Health and Safety Code section 104495.”*

*SUICIDE PREVENTION POLICY (GRADES 7-12)*

*[CHARTER SCHOOL] shall adopt, at a regularly scheduled meeting, a policy on pupil suicide prevention in Grades 7 through 12 inclusive, that meets the requirements of Education Code section 215, if it serves any of those grade levels. The policy shall be developed in consultation with school and community stakeholders, school-employed mental health professionals, and suicide prevention experts and shall, at a minimum, address procedures relating to suicide prevention, intervention, and postvention, and shall shall specifically address the needs of high-risk groups, including, but not limited to, all of the following: Youth bereaved by suicide; Youth with disabilities, mental illness, or substance use disorders; Youth experiencing homelessness or in out-of-home settings, such as foster care; and Lesbian, gay, bisexual, transgender, or questioning youth.*

*TRANSPORTATION*

*The [CHARTER SCHOOL] shall meet the requirements of Education Code section 39831.3 with respect to any transportation services provided to or from school or a school activity.*

*FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)*

*[CHARTER SCHOOL], including its employees and officers, shall comply with the Family Educational Rights and Privacy Act (FERPA) and Education Code section 49060 et seq. at all times.*

*DATA PRIVACY*

*[CHARTER SCHOOL] shall take the required steps to protect the data privacy of its pupils, including but not limited to compliance with Education Code section 49073-49079.7, as well as complying with the requirements of Education Code section 49073.6 with respect to any maintenance of any information obtained from social media in its pupil records.*

*OTHER REQUIREMENTS*

*[CHARTER SCHOOL] shall comply with the requirements of Education Code section 33133.5 with respect to notifying pupils of the appropriate telephone number to call to report child abuse or neglect, and Education Code section 51900.6 with respect to the age-appropriate content in sexual abuse and sexual assault awareness and prevention.”*

***3. Employee Training***

DRL: “*[CHARTER SCHOOL] shall ensure that all staff members receive annual training on [CHARTER SCHOOL]’s health, safety, and emergency procedures, including but not limited to training on blood borne pathogens, and shall maintain a calendar for, and conduct, emergency response drills for students and staff. Charter School shall also ensure that its employees receive the required sexual harassment training under Govt. Code 12950.1.*

*[CHARTER SCHOOL] shall provide all employees, and other persons working on behalf of [CHARTER SCHOOL] who are mandated reporters, with annual training on child abuse detection and reporting, which shall occur within the first six weeks of each school year, or within the first six weeks of a person’s employment if employed after the beginning of the school year, in accordance with the requirements of Education Code section 44691.).”*

**4. Employee Background/Tuberculosis Check**

DRL: “*CRIMINAL BACKGROUND CLEARANCES AND FINGERPRINTING*

*[CHARTER SCHOOL] shall comply with all requirements of Education Code sections 44237, 44830.1 and 45125.1. [CHARTER SCHOOL] shall designate and maintain at all times at least one Custodian of Records duly authorized by the California Department of Justice.*

*[CHARTER SCHOOL] shall maintain on file and available for inspection evidence that (1) [CHARTER SCHOOL] has performed criminal background checks and cleared for employment all employees prior to employment; (2) [CHARTER SCHOOL] has obtained certification from each of its contracting entities/independent contractors that the entity/contractor has conducted required criminal background clearances for its employees prior to provision of school site services and/or any contact with students and has requested subsequent arrest notification service; and (3) [CHARTER SCHOOL] has performed criminal background checks and cleared for service all volunteers not directly supervised by staff and who may have contact with students. [CHARTER SCHOOL] shall also ensure that it requests and receives subsequent arrest notifications from the California Department of Justice for all employees and volunteers not directly supervised by staff. Upon request, [CHARTER SCHOOL] shall provide a copy of Department of Justice confirmation of Custodian of Records status for each Custodian of Records.*

*IMMUNIZATION AND HEALTH SCREENING REQUIREMENTS*

*[CHARTER SCHOOL] shall require all employees, and any volunteer or vendor/contracting entity employee who may have frequent or prolonged contact with students, to undergo a risk assessment and/or be examined and determined to be free of active tuberculosis (TB) within the period of 60 days prior to employment/service, in accordance with Education Code section 49406. [CHARTER SCHOOL] shall maintain TB clearance records and certifications on file.*

**Element 7 (Race and Ethnic Balance)**

*No DRL. Please provide a reasonably comprehensive description of “[T]he means by which the charter school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.”*

**Element 8 (Admissions Policies and Procedures)**

*Add the following text and remove any text to the contrary:*

***1. Admissions Lottery***

*DRL: “DOCUMENTATION OF ADMISSIONS AND ENROLLMENT PROCESSES*

*As part of the Fall Information Update, [CHARTER SCHOOL] will notify the District in writing of the application deadline and proposed lottery date. [CHARTER SCHOOL] will ensure that all application materials will reference these dates as well as provide complete information regarding application procedures, key dates, and admissions preferences and requirements consistent with approved charter.*

*[CHARTER SCHOOL] shall maintain complete and accurate records of its annual admissions and enrollment processes, including but not limited to documentation of implementation of lottery and waitlist criteria and procedures in accordance with the terms of the Charter, and a record of all written communications with parents related to admissions. These records shall be made available to the District upon request.*

*[CHARTER SCHOOL] shall also comply with the following requirements of Education Code section 47605(d)(2)(B)(i)-(iv):*

*(i) Each type of preference shall be approved by the chartering authority at a public hearing.*

*(ii) Preferences shall be consistent with federal law, the California Constitution, and Section 200.*

*(iii) Preferences shall not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation.*

*(iv) Preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.”*

 *[Add additional provisions showing how [CHARTER SCHOOL] will comply with the above requirements, including how the preferences “shall not result in limiting enrollment access for pupils listed in Education Code section 47605(d)(2)(B)(ii).]*

***2. Homeless and Foster Youth***

*DRL: “HOMELESS AND FOSTER YOUTH*

*[CHARTER SCHOOL] shall adhere to the provisions of the McKinney-Vento Homeless Assistance Act and ensure that each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education as provided to other children and youths. [CHARTER SCHOOL] shall provide specific information, in its outreach materials, websites, at community meetings, open forums, and regional center meetings, that notifies parents that [CHARTER SCHOOL] is open to enroll and provide services for all students, and provides a standard District contact number for access to additional information regarding enrollment. [CHARTER SCHOOL] shall comply with all applicable provisions of Education Code sections 48850 – 48859 with respect to foster children and homeless youth.”*

***3. Non-Discrimination***

*DRL: “NON-DISCRIMINATION*

*[CHARTER SCHOOL] shall not require a parent/legal guardian/student to provide information regarding a student’s disability, gender, gender identity, gender expression, nationality, legal or economic status, primary language or English Learner status, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, or any other information that would violate federal or state law, prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment. [CHARTER SCHOOL] may request, at the time of, and as part of, conducting its lottery process, the provision of information necessary to apply specific admissions preferences set forth in this Charter.*

*[CHARTER SCHOOL] shall not request or require submission of a student’s IEP, 504 Plan, or any other record or related information prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment.”*

***4. Parent Engagement***

*DRL: “PARENT ENGAGEMENT*

*[CHARTER SCHOOL] shall not require a parent or legal guardian of a prospective or enrolled student to perform volunteer service hours, or make payment of fees or other monies, goods, or services in lieu of performing volunteer service, as a condition of his/her child’s admission, continued enrollment, attendance, or participation in the school’s educational activities, or otherwise discriminate against a student in any manner because his/her parent cannot, has not, or will not provide volunteer service to [CHARTER SCHOOL].”*

**Element 9 (Independent Financial Audits)**

*No DRL. Please provide a reasonably comprehensive description of “[t]he manner in which annual, independent financial audits shall be conducted” pursuant to Education Code section 47605(b)(5)(I).*

**Element 10 (Procedures by which Pupils Can Be Suspended or Expelled)**

***1. Student Due Process Protections***

*DRL:* “*The [CHARTER SCHOOL]’s student discipline procedures, at a minimum, shall comply with federal and state constitutional procedural and substantive due process requirements as follows:*

*(i) For suspensions of fewer than 10 days, the [CHARTER SCHOOL] shall provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present his or her side of the story.*

*(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, the [CHARTER SCHOOL] shall provide both of the following:*

*(I) Timely, written notice of the charges against the pupil and an explanation of the pupil’s basic rights.*

*(II) A hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.*

*(iii) No pupil shall be involuntarily removed by the [CHARTER SCHOOL] for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil’s parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil’s educational rights holder, and shall inform him or her of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil’s parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the [CHARTER SCHOOL] issues a final decision. For purposes of this clause, “involuntarily removed” includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).”*

[*Insert other procedures designed to ensure that the [CHARTER SCHOOL]’s disciplinary procedures comply with federal and state constitutional procedural and substantive due process requirements.]*

***2. Required Notifications***

*REQUIRED NOTIFICATIONS*

*DRL: “[CHARTER SCHOOL] shall notify, within 30 days, the superintendent of the school district of any pupil who is expelled or leaves [CHARTER SCHOOL] without graduating or completing the school year for any reason. The school district notified shall be determined by the pupil’s last known address. [CHARTER SCHOOL]shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information, pursuant to Education Code Section 47605(d)(3).”*

***3. Compliance with OCS Student Discipline Guidelines***

*DRL: “[CHARTER SCHOOL] shall comply with the District’s “Disciplinary and Expulsion Documentation Policy,” which can be accessed at* [*https://www.ousdcharters.net/expulsions.html*](https://www.ousdcharters.net/expulsions.html)*, and whose terms are incorporated by reference as if set forth expressly in this Charter. The purpose of this policy is to outline the notification requirements to families and to the Office of Charter Schools.”*

**Element 11 (Employee Retirement Systems)**

*No DRL. Please provide a reasonably comprehensive description of “[t[he manner by which staff members of the charter schools will be covered by the State Teachers’ Retirement System, the Public Employees’ Retirement System, or federal social security” pursuant to Education Code section 47605(b)(5)(K).*

**Element 12 (Pupil Attendance Alternatives)**

*Add the following text and remove any text to the contrary*:

*DRL: “Pupils who choose not to attend the [CHARTER SCHOOL] may choose to attend other public schools in their district of residence or pursue inter-district transfers in accordance with existing enrollment and transfer policies of the District. Parents or guardians of each pupil enrolled in the [CHARTER SCHOOL] shall be informed that the pupil has no right to admission in a particular school of any local educational agency (LEA) (or program of any LEA) as a consequence of enrollment in the [CHARTER SCHOOL], except to the extent that such a right is extended by the District.”*

**Element 13 (Employee Rights of Return)**

*Add the following text and remove any text to the contrary*:

*DRL*: “*Employees of the District who choose to leave the employment of the District to work at [CHARTER SCHOOL] shall have no automatic rights of return to the District after employment at [CHARTER SCHOOL] unless specifically and explicitly granted by the District through a leave of absence or other agreement or policy of the District as aligned with the collective bargaining agreements of the District. Leave and return rights for District union-represented employees and former employees who accept employment with [CHARTER SCHOOL], if any, will be administered in accordance with applicable collective bargaining agreements and any applicable judicial rulings.”*

**Element 14 (Dispute Resolution)**

*Add the following text and remove any text to the contrary*:

***1. Procedures for Complaints against Charter School***

*DRL: “[CHARTER SCHOOL] will establish complaint procedures that address both complaints against the Charter School alleging discrimination or violations of law and complaints regarding other areas. [CHARTER SCHOOL] will not, at any time, refer such complaints to the District* *for handling.*

*The complaint procedures will include the clear information with respect to the response timeline of the school, whether the school’s response will be in writing, the party identified to respond to complaints, the party identified and charged with making final decisions regarding complaints, and whether the final decision will be issued in writing. The procedures will also identify an impartial and neutral ombudsperson for situations in which the school leader is the subject of the complaint. The complaint procedures will be clearly articulated in the school’s student and family handbook or distributed widely.*

*[CHARTER SCHOOL] will designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under Title IX of the Education Amendments of 1972 (Title IX) and Section 504 of the Rehabilitation Act of 1973 (Section 504) including any investigation of any complaint filed with [CHARTER SCHOOL] alleging its noncompliance with these laws or alleging any actions which would be prohibited by these laws. [CHARTER SCHOOL] will notify all its students and employees of the name, office address, and telephone number of the designated employee or employees.*

*[CHARTER SCHOOL] shall comply with the requirements of Education Code section 221.61 with respect to posting information regarding the filing complaints under Title IX, including but not limited to the following: 1) the name and contact information of the Title IX coordinator; 2) the rights of the pupil and the public and the responsibilities of the [CHARTER SCHOOL] under Title IX; 3) a description of how to file a complaint under Title IX, including an explanation of the statute of limitations, how the complaint will be investigated and how the complainant may further pursue the complaint; and a link to the United States Department of Education Office for Civil rights complaint form.”*

*DRL: “ [CHARTER SCHOOL] will implement specific and continuing steps to notify applicants for admission and employment, students and parents of elementary and secondary school students, employees, sources of referral of applicants for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements with the recipient, that it does not discriminate on the basis of sex or mental or physical disability in the educational program or activity which it operates, and that it is required by Title IX and Section 504 not to discriminate in such a manner.”*

***2. Complaints by Students and Employees***

*DRL: “ [CHARTER SCHOOL] will adopt and publish grievance procedures providing for prompt and equitable resolution of student and employee complaints alleging any action, which would be prohibited by Title IX, or Section 504.”*

***3. Disputes between the District and the Charter School***

DRL: *“The staff and Governing Board members of [CHARTER SCHOOL] agree to attempt to resolve all disputes between the District and [CHARTER SCHOOL] regarding this charter pursuant to the terms of this section. Both will refrain from public commentary regarding any disputes until the matter has progressed through the dispute resolution process.*

*Any controversy or claim arising out of or relating to the charter agreement between the District and [CHARTER SCHOOL], except any controversy or claim that in any way related to revocation of this charter, shall be handled first through an informal process in accordance with the procedures set forth below.*

*(1) Any controversy or claim arising out of or relating to the Charter, except any controversy or claim that in any way related to revocation of the Charter, must be put in writing (“Written Notification”) by the party asserting the existence of such dispute. If the substance of a dispute is a matter that could result in the taking of appropriate action, including, but not limited to, revocation of the charter in accordance with Education Code section 47607(c), the matter will be addressed at the District's discretion in accordance with that provision of law and any regulations pertaining thereto. The Written Notification must identify the nature of the dispute and all supporting facts known to the party giving the Written Notification. The Written Notification may be tendered by personal delivery, by facsimile, certified mail, or electronic mail. The Written Notification, and all subsequent notifications under this procedure, shall be deemed received (a) if personally delivered, or sent by electronic mail, upon date of delivery to the address of the person to receive such notice if received by the District by 5:00 PM; (b) if by facsimile, upon electronic confirmation of receipt; (c) if by mail, two (2) business days after deposit in the U.S. Mail. All written notices shall be addressed as follows:*

*To [CHARTER SCHOOL], c/o School Director:*

*[CHARTER SCHOOL]*

*Oakland, CA*

*To Director, Office of Charter Schools:*

*1000 Broadway, 3rd Floor, Suite 398*

*Oakland, CA 94607*

*(2) A written response (“Written Response”) shall be tendered to the party providing the Written Notification within twenty (20) business days from the date of receipt of the Written Notification. The Written Response shall state the responding party’s position on all issues stated in the Written Notification and set forth all facts which the responding party believes supports its position. The Written Response may be tendered by personal delivery, by facsimile, certified mail, or electronic mail.*

*The parties agree to schedule a conference to discuss the claim or controversy (“Issue Conference”). The Issue Conference shall take place within fifteen (15) business days from the date the Written Response is received by the other party.*

*(3) If the controversy, claim, or dispute is not resolved by mutual agreement at the Issue Conference, then either party may request that the matter be resolved by mediation. Each party shall bear its own costs and expenses associated with the mediation. The mediator’s fees and the administrative fees of the mediation shall be shared equally among the parties. Mediation proceedings shall commence within 60 calendar days from the date of the Issue Conference. The parties shall mutually agree upon the selection of a mediator to resolve the controversy or claim at dispute. If no agreement on a mediator is reached within 30 days after a request to mediate, the parties will use the processes and procedures of the American Arbitration Association (“AAA”) to have an arbitrator appointed...*

*(4) If the mediation is not successful, the parties agree that each party has exhausted its administrative remedies and shall have any such recourse available by law.”*

**Element 15 (Closure Procedures)**

*Add the following text and remove any text to the contrary:*

*DRL: “CLOSURE ACTION*

*The decision to close [CHARTER SCHOOL], either by the governing board of [CHARTER SCHOOL] or by the OUSD Board of Education, must be documented in a “Closure Action.” A Closure Action shall be deemed to have been automatically taken when any of the following occur: the Charter is revoked (subject to the provisions of Education Code section 47607(i)) or non-renewed by the OUSD Board of Education, and the Charter has exhausted any appeals procedures the Charter pursued; the governing board of [CHARTER SCHOOL] votes to close [CHARTER SCHOOL]; or the Charter lapses or is surrendered.*

*CLOSURE PROCEDURES*

*The procedures for charter school closure set forth below are guided by Education Code sections 47604.32, 47605, and 47607 as well as California Code of Regulations, title 5, sections 11962 and 11962.1, and are based on “Charter School Closure Requirements and Recommendations (Revised 08/2009)” posted on the California Department of Education website. All references to “Charter School” apply to [CHARTER SCHOOL], including its nonprofit corporation and governing board.*

*A) Designation of Responsible Person(s) and Funding of Closure*

*Prior to or at the time of the taking of a Closure Action by either the governing board of [CHARTER SCHOOL] or the OUSD Board of Education, the governing board of [CHARTER SCHOOL] shall designate a person or persons responsible for conducting and overseeing all closure-related procedures and activities, and allocate sufficient funding for, or otherwise determine how [CHARTER SCHOOL] will fund, these activities.*

*B) Notification of Closure Action*

*Upon the taking of a Closure Action, [CHARTER SCHOOL] shall send written notice of its closure to:*

*1. The OUSD OCS. [CHARTER SCHOOL] shall provide the OCS with written notice of the person(s) designated to be responsible for conducting and overseeing all closure activities and the funding for such activities. If the Closure Action is an act of [CHARTER SCHOOL], [CHARTER SCHOOL] shall provide the OCS with a copy of the governing board resolution or minutes that documents its Closure Action.*

*2. Parents/guardians of all students, and all majority age and emancipated minor students, currently enrolled in [CHARTER SCHOOL] within 72 hours of the Closure Action. [CHARTER SCHOOL] shall simultaneously provide a copy of the written parent notification to the OCS.*

*3. Alameda County Office of Education (ACOE). [CHARTER SCHOOL] shall send written notification of the Closure Action to ACOE by registered mail within 72 hours of the Closure Action. [CHARTER SCHOOL] shall simultaneously provide a copy of this notification to the OCS.*

*4. The Special Education Local Plan Area (SELPA) in which [CHARTER SCHOOL] participates. [CHARTER SCHOOL] shall send written notification of the Closure Action to the SELPA in which [CHARTER SCHOOL] participates by registered mail within 72 hours of the Closure Action. [CHARTER SCHOOL] shall simultaneously provide a copy of this notification to the OCS.*

*5. The retirement systems in which [CHARTER SCHOOL]’s employees participate. Within fourteen (14) calendar days of the Closure Action, [CHARTER SCHOOL] shall notify, as applicable, the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), the Social Security Administration, and the Alameda County Office of Education of the Closure Action, and follow their respective procedures for dissolving contracts and reporting. [CHARTER SCHOOL] shall provide a copy of this notification and correspondence to the OCS.*

*6. The California Department of Education (CDE). [CHARTER SCHOOL] shall send written notification of the Closure Action to the CDE by registered mail within 72 hours of the Closure Action. [CHARTER SCHOOL] shall provide a copy of this notification to the OCS.*

*7. Any school district that may be responsible for providing education services to the former students of [CHARTER SCHOOL]. [CHARTER SCHOOL] shall send written notification of the Closure Action within 72 hours of the Closure Action. This notice must include a list of potentially returning students and their home schools based on student residence. [CHARTER SCHOOL] shall provide a copy of these notifications, if any, to the OCS.*

*8. All [CHARTER SCHOOL] employees and vendors within 72 hours of the Closure Action. [CHARTER SCHOOL] shall simultaneously provide a copy of the written employee and vendor notification to the OCS.*

*Notification of all the parties above, with the exception of employees and vendors, must include but is not limited to the following information:*

*1. The effective date of the closure of [CHARTER SCHOOL]*

*2. The name(s) and contact information for the person(s) handling inquiries regarding the closure*

*3. The students’ school districts of residence*

*4. How parents/guardians of all students, and all majority age and emancipated minor students, may obtain copies of student records and transcripts, including specific information on completed courses and credits that meet graduation requirements*

*In addition to the four required items above, notification of the CDE shall also include:*

*1. A description of the circumstances of the closure*

*2. The location of student and personnel records*

*In addition to the four required items above, notification of parents/guardians of all students, and all majority age and emancipated minor students, shall also include:*

*1. Information on how to enroll or transfer the student to an appropriate school*

*2. A certified packet of student information that includes closure notice, a copy of the student’s cumulative record, which will include grade reports, discipline records, immunization records, completed coursework, credits that meet graduation requirements, a transcript, and state testing results*

*3. Information on student completion of college entrance requirements, for all high school students affected by the closure*

*Notification of employees and vendors shall include:*

*1. The effective date of the closure of [CHARTER SCHOOL]*

*2. The name(s) and contact information for the person(s) handling inquiries regarding the closure*

*3. The date and manner, which shall be no later than 30 days from the effective date of the closure of [CHARTER SCHOOL], by which [CHARTER SCHOOL] shall provide employees with written verification of employment*

*Within 30 days of the effective date of closure, [CHARTER SCHOOL] shall provide all employees with written verification of employment. [CHARTER SCHOOL] shall send copies of such letters to the OCS.*

*C) Records Retention and Transfer*

*[CHARTER SCHOOL] shall comply with all applicable laws as well as District policies and procedures, as they may change from time to time, regarding the transfer and maintenance of Charter School records, including student records. These requirements include:*

*1. [CHARTER SCHOOL] shall provide the District with original student cumulative files and behavior records, pursuant to District policy and applicable District handbook(s) regarding cumulative records for secondary and elementary schools, for all students, both active and inactive, of [CHARTER SCHOOL]. Transfer of the complete and organized original student records to the District, in accordance with District procedures applicable at the time of closure, shall occur within seven (7) calendar days of the effective date of closure.*

*2. [CHARTER SCHOOL]’s process for transferring student records to receiving schools shall be in accordance with OUSD procedures for students moving from one school to another.*

*3. [CHARTER SCHOOL] shall prepare and provide an electronic master list of all students to the [CHARTER SCHOOL]s Division in accordance with the District procedures applicable at the time of closure. This list shall include the student’s identification number, Statewide Student Identifier (SSID), birthdate, grade, full name, address, home school/school district, enrollment date, exit code, exit date, parent/guardian name(s), and phone number(s). If the [CHARTER SCHOOL] closure occurs before the end of the school year, the list also shall indicate the name of the school to which each student is transferring, if known. This electronic master list shall be delivered to the OCS in the form of a CD or otherwise in accordance with District procedures.*

*4. [CHARTER SCHOOL] must organize the original cumulative files for delivery to the District in two categories: active students and inactive students. [CHARTER SCHOOL] will coordinate with the OCS for the delivery and/or pickup of student records.*

*5. [CHARTER SCHOOL] must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.*

*6. [CHARTER SCHOOL] must provide to the OCS a copy of student attendance records, teacher gradebooks, [CHARTER SCHOOL] payroll and personnel records, and Title I records (if applicable). Personnel records must include any and all employee records including, but not limited to, records related to performance and grievance.*

*7. [CHARTER SCHOOL] shall ensure that all records are boxed and clearly labeled by classification of documents and the required duration of storage in accordance with District procedures.*

*8. [CHARTER SCHOOL] shall provide to the responsible person(s) designated by the governing board of [CHARTER SCHOOL] to conduct all closure-related activities a list of students in each grade level and, for each student, a list of classes completed and the student’s district of residence.*

*D) Financial Close-Out*

*After receiving notification of closure, the CDE will notify [CHARTER SCHOOL] and the authorizing entity of any liabilities [CHARTER SCHOOL] owes the state, which may include overpayment of apportionments, unpaid revolving fund loans or grants, and/or similar liabilities. The CDE may ask the County Office of Education to conduct an audit of the charter school if it has reason to believe that the school received state funding for which it was not eligible.*

*[CHARTER SCHOOL] shall ensure completion of an independent final audit within six months after the closure of [CHARTER SCHOOL] that includes:*

*1. An accounting of all financial assets. These may include cash and accounts receivable and an inventory of property, equipment, and other items of material value.*

*2. An accounting of all liabilities. These may include accounts payable or reduction in apportionments due to loans, unpaid staff compensation, audit findings, or other investigations.*

*3. An assessment of the disposition of any restricted funds received by or due to Charter School.*

*This audit may serve as [CHARTER SCHOOL]’s annual audit, if so permitted by the California Department of Education, California State Controller, and/or the State Superintendent of Public Instruction.*

*[CHARTER SCHOOL] shall pay for the financial closeout audit of [CHARTER SCHOOL]. This audit will be conducted by a neutral, independent licensed CPA who will employ generally accepted accounting principles. Any liability or debt incurred by [CHARTER SCHOOL] will be the responsibility of [CHARTER SCHOOL] and not OUSD. [CHARTER SCHOOL] understands and acknowledges that [CHARTER SCHOOL] will cover the outstanding debts or liabilities of [CHARTER SCHOOL]. Any unused monies at the time of the audit will be returned to the appropriate funding source. [CHARTER SCHOOL] understands and acknowledges that only unrestricted funds will be used to pay creditors. Any unused AB 602 funds or other special education funding will be returned to the District SELPA or the SELPA in which [CHARTER SCHOOL] participates, and other categorical funds will be returned to the source of funds.*

*[CHARTER SCHOOL] shall ensure the completion and filing of any annual reports required. These reports include but are not necessarily limited to:*

*1. Preliminary budgets*

*2. Interim financial reports*

*3. Second interim financial reports*

*4. Final unaudited reports*

*These reports must be submitted to the CDE and the authorizing entity in the form required. If [CHARTER SCHOOL] chooses to submit this information before the forms and software are available for the fiscal year, alternative forms can be used if they are approved in advance by the CDE. These reports should be submitted as soon as possible after the Closure Action, but no later than the required deadline for reporting for the fiscal year.*

*For apportionment of categorical programs, the CDE will count the prior year average daily attendance (ADA) or enrollment data of the closed [CHARTER SCHOOL] with the data of the authorizing entity. This practice will occur in the first year after the closure and will continue until CDE data collection processes reflect ADA or enrollment adjustments for all affected LEAs due to the charter closure.*

*E) Disposition of Liabilities and Assets*

*The closeout audit must identify the disposition of all liabilities of [CHARTER SCHOOL]. [CHARTER SCHOOL] closure procedures must also ensure appropriate disposal, in accordance with [CHARTER SCHOOL]’s governing board bylaws, fiscal procedures, and any other applicable laws and regulations, of any net assets remaining after all liabilities of [CHARTER SCHOOL] have been paid or otherwise addressed. Such disposal includes, but is not limited to:*

*1. [CHARTER SCHOOL], at its cost and expense, shall return to the District any and all property, furniture, equipment, supplies, and other assets provided to [CHARTER SCHOOL] by or on behalf of the District. The District discloses that the California Education Code sets forth the requirements for the disposition of the District’s personal property and [CHARTER SCHOOL] shall bear responsibility and liability for any disposition in violation of statutory requirements.*

*2. The return of any donated materials and property in accordance with any terms and conditions set when the donations were accepted.*

*3. The return of any grant and restricted categorical funds to their sources according to the terms of the grant or state and federal law.*

*4. The submission of final expenditure reports for any entitlement grants and the filing of Final Expenditure Reports and Final Performance Reports, as appropriate.*

*If [CHARTER SCHOOL] is operated by a nonprofit corporation, and if the corporation does not have any functions other than operation of [CHARTER SCHOOL], the corporation shall be dissolved according to its bylaws.*

*[CHARTER SCHOOL] shall retain sufficient staff, as deemed appropriate by the [CHARTER SCHOOL] governing board to complete all necessary tasks and procedures required to close the school and transfer records in accordance with these closure procedures.*

*[CHARTER SCHOOL]’s governing board shall adopt a plan for wind-up of [CHARTER SCHOOL] and, if necessary, the corporation, in accordance with the requirements of the Corporations Code.*

*[CHARTER SCHOOL] shall provide OUSD within fourteen (14) calendar days of the Closure Action with written notice of any outstanding payments due to staff and the time frame and method by which [CHARTER SCHOOL] will make the payments.*

*Prior to final close-out, [CHARTER SCHOOL] shall complete all actions required by applicable law, including but not limited to the following:*

*a. File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines.*

*b. File a Federal Notice of Discontinuance with the Department of Treasury (Treasury Form 63).*

*c. Make final federal tax payments (employee taxes, etc.)*

*d. File its final withholding tax return (Treasury Form 165).*

*e. File its final return with the IRS (Form 990 and Schedule).*

*This Element 15 shall survive the revocation, nonrenewal, expiration, termination, cancellation of this Charter, or any other act or event that would end [CHARTER SCHOOL]’s authorization to operate as a charter school or cause [CHARTER SCHOOL] to cease operation. [CHARTER SCHOOL] agrees that, due to the nature of the property and activities that are the subject of this Charter, the District and public shall suffer irreparable harm should [CHARTER SCHOOL] breach any obligation under this Element 15. The District therefore reserves the right to seek equitable relief to enforce any right arising under this Element 15 or any provision of this Element 15 or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District. Such legal relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.”*

**ADDITIONAL REQUIREMENTS UNDER EDUCATION CODE SECTION 47605(G)**

**A. FACILITIES**

*Add the following text and remove any text to the contrary:*

***1. Use of District Facilities***

DRL: *“[CHARTER SCHOOL] and the District shall execute an agreement for the use of the District facilities prior to occupancy and commencing use. [CHARTER SCHOOL] shall implement and otherwise comply with the terms of any and all applicable facilities use agreements between [CHARTER SCHOOL] and the District.*

*Unless otherwise stated in an existing, Board-approved agreement for the use of District facilities, no agreement for the use of District facilities shall automatically renew or extend its term with the renewal of the charter petition. The circumstances of [CHARTER SCHOOL]’s occupancy of District facilities may change over time such as, but not limited to, enrollment, programs, and the conditions of facilities, and the District has a vested interest in having an agreement that is appropriate for the situation.*

*In the event of an emergency, all District facilities (i.e. schools) are available for use by the American Red Cross and public agencies as emergency locations, which may disrupt or prevent [CHARTER SCHOOL] from conducting its educational programs. If [CHARTER SCHOOL] will share the use of District facilities with other District user groups, [CHARTER SCHOOL] agrees it will participate in and observe all District safety policies (e.g., emergency chain of information and participation in safety drills).*

*Co-Location: If [CHARTER SCHOOL] is co-locating or sharing the District facilities with another user, the [CHARTER SCHOOL] shall pay the applicable Pro Rata Share.*

*Sole Occupant: If [CHARTER SCHOOL] is a sole occupant of District facilities, the District shall allow [CHARTER SCHOOL], at its sole cost and expense, to provide some operations and maintenance services for the District facilities in accordance with applicable laws and OUSD’s policies on operations and maintenance services for facilities and F&E. NOTWITHSTANDING THE FOREGOING, the District shall provide all services for regulatory inspections which as the owner of the real property it is required to submit.,*

***2. Non-District-Owned Facilities***

***A. Certificate of Occupancy***

*Occupancy and Use of the Site: Prior to occupancy or use of any school site or facility, [CHARTER SCHOOL] shall provide the OCS with a current Certificate of Occupancy or equivalent document issued by the applicable permitting agency that allows [CHARTER SCHOOL] to use and occupy the site as a charter school. [CHARTER SCHOOL] shall not exceed the operating capacity of the site and shall operate within any limitations or requirements provided by the Certificate of Occupancy and any applicable permit. [CHARTER SCHOOL] may not open or operate without providing a copy of an appropriate Certificate of Occupancy to the OCS. If [CHARTER SCHOOL] intends to move or expand to another facility during the term of this Charter, [CHARTER SCHOOL] shall adhere to any and all District policies and procedures regarding charter material revision and non-material amendment. Prior to occupancy or use of any such additional or changed school site, [CHARTER SCHOOL] shall provide an appropriate Certificate of Occupancy to the OCS for such facility. Notwithstanding any language to the contrary in this Charter, the interpretation, application, and enforcement of this provision are not subject to the Dispute Resolution Process outlined in Element 14.*

*If [CHARTER SCHOOL]] fails to submit a certificate of occupancy or other valid documentation to the District verifying that the intended facility in which the school will operate complies with Education Code Section 47610, not less than 30 days before the school is scheduled to begin operation pursuant to the first year of this renewal term, it may not commence operations unless an exception is made by the OCS and/or the local planning department or equivalent agency.  If [CHARTER SCHOOL] moves or expands to another facility during the term of this charter, [CHARTER SCHOOL]] shall provide a certificate of occupancy or other valid documentation to the District verifying that the intended facility in which the school will operate complies with Education Code Section 47610, to the District for each facility at least 30 days before school is scheduled to begin operations in the facility or facilities.  [CHARTER SCHOOL] shall not begin operation in any location for which it has failed to timely provide a certificate of occupancy to the District, unless an exception is made by the OCS and/or the local planning department or equivalent agency.*

*Notwithstanding any language to the contrary in this charter, the interpretation, application, and enforcement of this provision are not subject to the Dispute Resolution Process.”*

***B. Facility Compliance***

*Prior to occupancy or use of any school site or facility, [CHARTER SCHOOL] shall provide documentation to the OCS that the facility complies with all applicable building codes, standards and regulations adopted by the city and/or county agencies responsible for building and safety standards for the city in which [CHARTER SCHOOL] is to be located. This requirement shall also apply to the construction, reconstruction, alteration of or addition to the facility. [CHARTER SCHOOL] shall resolve in a timely manner any and all corrective actions, orders to comply, or notices issued by the authorized building and safety agency or the District. [CHARTER SCHOOL] cannot exempt itself from applicable building and zoning codes, ordinances, and ADA/Section 504 requirements. [CHARTER SCHOOL] shall maintain on file readily accessible records that document facilities compliance and provide such documentation to the OCS upon request.*

***C. Other Requirements***

*Pest Management: [CHARTER SCHOOL] shall comply with the Healthy Schools Act, Education Code section 17608, which details pest management requirements for schools.*

*Asbestos Management: [CHARTER SCHOOL] shall comply with the asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40 C.F.R. part 763. AHERA requires that any building leased or acquired that is to be used as a school or administrative building shall maintain an asbestos management plan.*

**B. ADMINISTRATIVE SERVICES**

*Add the following text and remove any text to the contrary:*

*DRL: “The District may charge for the actual costs of supervisorial oversight of [CHARTER SCHOOL] not to exceed 1% of the charter school’s revenue, or the District may charge for the actual costs of supervisorial oversight of the [CHARTER SCHOOL] not to exceed 3% if [CHARTER SCHOOL] is able to obtain substantially rent free facilities from the District. Notwithstanding the foregoing, the District may charge the maximum supervisorial oversight fee allowed under the law as it may change from time to time.”*

**C. DISTRICT IMPACT STATEMENT/CIVIL LIABILITY EFFECTS**

*Add the following text and remove any text to the contrary:*

*The District hereby reserves the right, pursuant to its oversight responsibility, to audit [CHARTER SCHOOL’s] books, records, data, processes and procedures through the Office of Charter Schools, or in coordination with FCMAT, or in coordination with a mutually agreed upon third party. The audit may include, but is not limited to, the following areas:*

* *Compliance with terms and conditions prescribed in the charter,*
* *Internal controls, both financial and operational in nature,*
* *The accuracy, recording and/or reporting of school financial information,*
* *The school’s debt structure,*
* *Governance policies, procedures and history,*
* *The recording and reporting of attendance data,*
* *The school’s enrollment process, suspension and expulsion procedures, and parent involvement practices,*
* *Compliance with safety plans and procedures, and*
* *Compliance with applicable grant requirements.*

*[CHARTER SCHOOL] shall cooperate fully with such audits and to make available any and all records necessary for the performance of the audit upon 30 day’s notice to [CHARTER SCHOOL]. When 30 days notice may defeat the purpose of the audit, the District may conduct the audit upon 24 hour’s notice.*

*In addition, if an allegation of waste, fraud or abuse related to [CHARTER SCHOOL] operations is received by the District, [CHARTER SCHOOL] shall be expected to cooperate with any investigation undertaken by the Office of Charter Schools*

*[CHARTER SCHOOL], through this Charter agrees to defend, and indemnify and hold harmless the District, its officers, directors, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter “District” and “District Personnel”) from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, [CHARTER SCHOOL]’s performance under this Agreement or the Charter, the condition or use of its facilities, or any acts, errors, negligence, omissions or intentional acts by [CHARTER SCHOOL], its Governing Board, administrators, employees, agents, representatives, volunteers, successors and assigns.*

**D. FISCAL MATTERS**

*Add the following text and remove any text to the contrary:*

***1. Third Party Contracts***

*[CHARTER SCHOOL] shall ensure that all third party contracts, whether oral or written, for supplies, equipment, goods and/or services, for the direct or indirect benefit of, or otherwise related to the operation of, [CHARTER SCHOOL], require compliance with and otherwise conform to all applicable local, state, and federal policies, regulations, laws, and guidelines, including but not limited to licensing and permit requirements as well as requirements related to protection of health and safety. [CHARTER SCHOOL] shall notify all parties with whom it enters into a contract that the District is a separately legal entity and is not responsible for performing any of the Charter School’s obligations under the contract, including payment for services.*

***2. Offset for Special Education Revenue Adjustment/Payment for Services***

*In the event that [CHARTER SCHOOL] owes funds to the District for the provision of agreed upon or fee for service or special education services or as a result of the State’s adjustment to allocation of special education revenues from [CHARTER SCHOOL], [CHARTER SCHOOL] authorizes the District to deduct any and all of the in lieu property taxes that [CHARTER SCHOOL] otherwise would be eligible to receive under section 47635 of the Education Code to cover such owed amounts. [CHARTER SCHOOL] further understands and agrees that the District shall make appropriate deductions from the in lieu property tax amounts otherwise owed to [CHARTER SCHOOL]. Should this revenue stream be insufficient in any fiscal year to cover any such costs, [CHARTER SCHOOL] agrees that it will reimburse the District for the additional costs within forty-five (45) business days of being notified of the amounts owed.*

***3. Exclusive Employer***

*[CHARTER SCHOOL] shall be deemed the exclusive public school employer of the employees of the charter school for the purposes of the Educational Employment Relations Act. (Government Code section 3540 et seq.) [CHARTER SCHOOL] shall comply with all applicable requirements of the EERA, and the exclusive employer shall comply with the duties and obligations of the exclusive employer under the EERA. In accordance with the EERA, employees may join and be represented by an organization of their choice for collective bargaining purposes.”*