## Appendix E: Statement of Assurances

This form or other similar form must be signed by a duly authorized representative of the petitioner group and submitted with the petition. A petition will be considered incomplete if it is not accompanied by the Statement of Assurances or does not otherwise contain these assurances. The most up-to-date version of this form can be found on our website.

As the authorized representative of the applicant group, I hereby certify under the penalties of perjury that the information submitted in this petition for a charter for (name of school) to be located at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_is true to the best of my knowledge and belief; and further, I certify that, if granted a charter, the school:

1. Will not charge tuition, fees, or other mandatory payments for attendance at the charter school or for participation in programs that are required for students.

2. Will enroll any eligible student who submits a timely and complete application, unless the school receives a greater number of applications than there are spaces for students, in which case a lottery will take place in accordance with California charter laws and regulations.

3. Will be non-sectarian in its curriculum, programs, admissions, policies, governance, employment practices, and all other operations.

4. Will be open to all students, on a space available basis, and shall not discriminate on the basis of the characteristics included in Education Code section 220, including but not limited to race, color, national origin, creed, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, athletic performance, special need, proficiency in the English language or a foreign language, or academic achievement.

5. Will not exclude admission based on the student’s or parent’s/guardian’s place of residence, except that a conversion school shall give admission preference to students who reside within the former attendance area of the public school.

6. Will meet all statewide standards and conduct the pupil assessments required pursuant to Education Code Sections 60605 and 60851 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in noncharter public schools.

7. Will comply with all applicable portions of the 2001 reauthorization of the Elementary and Secondary Act (also known as “No Child Left Behind”). (20 U.S.C. § 6319.)

8. Will consult, on a regular basis, with parents, guardians and teachers regarding its educational programs, as required by Education Code section 47605(c)(2).

9. Will offer at least the minimum amount of instructional time at each grade level as required by law, and comply with Title 5, California Code of Regulations, section 11960(b) with respect to the legally required minimum school days.

10. Will comply with the conditions of apportionment set forth in Education Code section 47612(b) that average daily attendance not be generated by a pupil who is not a California resident, and that “a pupil over 19 years of age shall be continuously enrolled in public school and make satisfactory progress towards award of a high school diploma,” to remain eligible for generating charter school apportionments.

11. Will provide to the Office of Charter Schools information regarding the proposed operation and potential effects of the school, including, but not limited to, the facilities to be used by the school, including where the school intends to locate, the manner in which administrative services will be provided, and potential civil liability effects, if any, upon the school and authorizing board.

12. Will adhere to all applicable provisions of federal law relating to students with disabilities, including the Individuals with Disabilities Education Act; section 504 of the Rehabilitation Act of 1974; and Title II of the Americans with Disabilities Act of 1990.

13. Will comply with the requirement set forth in Education Code section 47605(d)(3) that “[i]f a pupil is expelled or leaves the charter school without graduating or completing the school year for any reason, the charter school shall notify the superintendent of the school district of the pupil's last known address within 30 days, and 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.”

14. Will adhere to all applicable provisions of federal law relating to students who are English language learners, including Title VI of the Civil Rights Act of 1964; the Equal Educational Opportunities Act of 1974; MGL c. 76, §5; and MGL c. 89, 71 § (f) and (I).

15. Will comply with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99).

16. Will comply with all other applicable federal and state laws and regulations, including the California Code of Regulations.

17. Will submit an annual report and annual independent audits to the OUSD Office of Charter Schools by all required deadlines.

18. Will maintain written contemporaneous records that document all pupil attendance and make these records available for audit and inspection, as required by Education Code section 47612.5(a)(2).

19. Will submit required enrollment data each March to the OUSD Office of Charter Schools by the required deadline.

20. Will comply with “[a]ll laws establishing minimum age for public school attendance,” as required by Education Code section 47610(c).

21. Will operate in compliance with generally accepted government accounting principles.

22. Will maintain separate accountings of all funds received and disbursed by the school.

23. Will participate in the California State Teachers’ Retirement System, and/or the California Public Employees’ Retirement System, and/or other retirement systems, as applicable.

24. Will obtain, keep current, and make available for inspection all necessary permits, licenses, and certifications related to fire, health and safety within the building(s) and on school property.

25. Will obtain, keep current, and make available for inspection all necessary teacher certifications, permits or other documents as required under EC Section 47605(l).

26. Will at all times maintain all necessary and appropriate insurance coverage.

27. Will submit to the OUSD Office of Charter Schools the names, mailing addresses, and employment and educational histories of proposed new members of the Board of Trustees prior to their service.

28. Will, in the event the Board of Trustees intends to procure substantially all educational services for the charter school through a contract with another person or entity, provide for approval of such contract by the Board of Education in advance of the beginning of the contract period.

29. Will require the Charter School Board to comply with the provisions of the Ralph M. Brown Act (California Government section Code 54950 et seq.)

30. Will comply with the provisions of the California Public Records Act (California Government Code section 6250 et seq.).

31. Will provide financial statements that include a proposed first-year operational budget with start-up costs and anticipated revenues and expenditures necessary to operate the school, including special education; and cash-flow and financial projections for the first three years of operation.

32. Will provide to the Office of Charter Schools a school code of conduct, Board of Trustee bylaws, an enrollment policy, and an approved certificate of building occupancy for each facility in use by the school, according to the schedule set by the Office of Charter Schools but in any event prior to the opening of the school.

33. Will be located within the geographical boundaries of the District in locating its site, or otherwise comply with the requirements in Education Code section 47605 and 47605.1.

34. Will agree to defend, indemnify and hold harmless the District against any and all liability and claims arising out of the Charter School’s acts, errors and omissions.

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Signature Date

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Print Name