

# Audeo Charter School

*DBA – AUDEO CHARTER SCHOOL II • AUDEO CHARTER SCHOOL III • AUDEO VALLEY CHARTER SCHOOL*

*GROSSMONT SECONDARY SCHOOL • SWEETWATER SECONDARY SCHOOL*

**(A California Non-Profit Public Benefit Corporation)**

*Gregg Haggart – Chairman*

*Laura Barreiro - Member, Tim Morton – Member*

## **SPECIAL BOARD OF DIRECTORS MEETING**

**Thursday, September 9, 2021, 8:00 a.m.**

**Via Video Conference and at**

*North Carlsbad RC 3821 Plaza Drive, Suite 401, Oceanside, CA 92056, South Carlsbad RC 6965 El Camino Real, Suite D202, Carlsbad, CA 92009 and Escondido RC 200 E Via Rancho Parkway, Suite 143, Escondido, CA 92025 and Moreno Valley RC 27130 Eucalyptus Avenue, Suite A, Moreno Valley, CA 92555, and El Cajon RC 111 Fletcher Parkway, El Cajon, CA 92020, La Mesa RC 5975 Severin Drive, La Mesa, CA 91942, Paradise Valley RC 123 Worthington Street, Suite D, Spring Valley, CA 91977 and Bonita Office 3252 Bonita Road, Chula Vista, CA 91910, Chula Vista RC 1655 Broadway Street, Suite 13, Chula Vista, CA 91911, Otay Ranch RC 1392 E Palomar Street, Suite 202, Chula Vista, CA 91913, Plaza Bonita RC 3030 Plaza Bonita Road, Suite 1000, National City, CA 91950*

Access to the live video conference will be accessible prior to the start of the meeting at

Audeo II: <https://audeo2.com/board-and-governance/>

Audeo III: <https://audeo3.com/board-and-governance/>

Audeo Valley: <https://audeovalley.com/board-and-governance/>

GSS: <https://grossmontsecondarycharter.com/board-and-governance/>

SSS: <https://sweetwatersecondarycharter.com/board-and-governance/>

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This agenda contains a brief, general description of each item to be considered.

Except as otherwise provided by law, no action shall be taken on any item not appearing in the following agenda.

### **1.0 OPEN SESSION**

- 1.1 Call to Order
- 1.2 Roll Call
- 1.3 Establishment of Quorum
- 1.4 Pledge of Allegiance
- 1.5 Approval of Agenda [P. 1-2](#)

### **2.0 PUBLIC COMMENT**

If you would like to participate in public comment, please complete a speaker card and submit it to Staff. Public comment for items of interest to the public and within the scope of the Audeo Charter School, Inc., Board (non-agenda) shall be no longer than two (2) minutes. Speakers may not yield their time. In accordance with the Brown Act, no discussion or action may occur regarding items that are not on the agenda at this time but it is the Board's prerogative to briefly respond or give direction to staff. All public comment will be heard at this point in the agenda as ordered below. Public comment for agenda items shall be no longer than three (3) minutes. Speakers may not yield their time. Each agenda item being commented on will have a maximum of 20 minutes allotted and each non-agenda item will have a maximum of 10 minutes allotted. If necessary, the Board Chair may equivalently decrease the time for each speaker in order to stay within the allotted maximum.

- 2.1 Non-agenda Public Comment
- 2.2 Agenda Items Public Comment

### 3.0 CONSENT AGENDA

All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or removed from the agenda, there will be no discussion of these items prior to the Board votes on them. The President recommends approval of all consent agenda items.

#### 3.1 Consent Action Items for The Audeo Charter School II, Audeo Charter School III, Audeo Valley Charter School, Grossmont Secondary School and Sweetwater Secondary School for Each School

- 3.1.1 Consider Approval of Meeting Minutes for August 24, 2021 [P. 3-4](#)

### 4.0 ACTION ITEMS

#### 4.1 Action Items for Audeo Charter School II

- 4.1.1 Consider Approval of the MOU Between San Diego County Office of Education and Audeo Charter School II [P. 5-44](#)

### 5.0 BOARD COMMENTS AND ANNOUNCEMENTS

From time to time, the Board has topics of interest that they would like to share with the community. These are informational in nature and do not require action.

### 6.0 ADJOURNMENT

**Next Regular Board Meeting: October 20, 2021**

Meeting Agenda available at:

[www.audeo2.com](http://www.audeo2.com), [audeo3.com](http://audeo3.com), [audeovalley.com](http://audeovalley.com), [grossmontsecondarycharter.com](http://grossmontsecondarycharter.com), [sweetwatersecondarycharter.com](http://sweetwatersecondarycharter.com)

**Accommodation** –Audeo Charter School Non-Profit Board does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Veronica Ballman, has been designated to receive requests for disability-related modifications or accommodations in order to enable individuals with disabilities to participate in open and public meetings. Please notify Veronica Ballman at (858) 678-2050 twenty-four (24) hours or more prior to disability accommodations being needed in order to participate in the meeting. Translation services are available by notifying Hayley Beaupre at (858) 678-3908 twenty-four (24) hours or more prior to the board meeting. In compliance with Government Code Section 54957.5, non-exempt writings that are distributed to a majority or all of the board in advance of a meeting may be viewed at 3252 Bonita Road, Chula Vista, CA 91910; or at the scheduled meeting. In addition, if you would like a copy of any record related to an item on the agenda, please contact Hayley Beaupre at (858) 678 -3908.

#### *Certification of Posting*

*I, Alina Nuno, hereby certify that I posted this agenda on the Audeo Charter School II, Audeo Charter School III, Audeo Valley Charter School, Grossmont Secondary School and Sweetwater Secondary School webpage on September 7, 2021.*

## AUDEO CHARTER SCHOOL

### A California Non-Profit Public Benefit Corporation

*DBA – AUDEO CHARTER SCHOOL II ▪ AUDEO CHARTER SCHOOL III ▪ AUDEO VALLEY CHARTER SCHOOL  
GROSSMONT SECONDARY SCHOOL ▪ SWEETWATER SECONDARY SCHOOL*

*Gregg Haggart – Chairman*

*Laura Barreiro - Member, Tim Morton – Member*

### SPECIAL BOARD OF DIRECTORS MEETING MINUTES

**Tuesday, August 24, 2021, 12:30 p.m.**

#### **Via Video Conference and at**

*North Carlsbad RC 3821 Plaza Drive, Suite 401, Oceanside, CA 92056, South Carlsbad RC 6965 El Camino Real, Suite D202, Carlsbad, CA 92009 and Escondido RC 200 E Via Rancho Parkway, Suite 143, Escondido, CA 92025 and Moreno Valley RC 27130 Eucalyptus Avenue, Suite A, Moreno Valley, CA 92555, and El Cajon RC 111 Fletcher Parkway, El Cajon, CA 92020, La Mesa RC 5975 Severin Drive, La Mesa, CA 91942, Paradise Valley RC 123 Worthington Street, Suite D, Spring Valley, CA 91977 and Bonita Office 3252 Bonita Road, Chula Vista, CA 91910, Chula Vista RC 1655 Broadway Street, Suite 13, Chula Vista, CA 91911, Otay Ranch RC 1392 E Palomar Street, Suite 202, Chula Vista, CA 91913, Plaza Bonita RC 3030 Plaza Bonita Road, Suite 1000, National City, CA 91950*

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SSS: <https://sweetwatersecondarycharter.com/board-and-governance/>

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### **1.0 OPEN SESSION**

#### **1.1 Call to Order**

Haggart called the meeting to order at 12:40 p.m.

#### **1.2 Roll Call**

Members present at the meeting were Gregg Haggart, Laura Barreiro, Tim Morton.

Also in attendance: Lynne Alipio, Mary Bixby, Angela Neri and Tim Tuter.

#### **1.3 Establishment of Quorum**

The following directors, constituting a quorum of the Board were present at the meeting:  
Gregg Haggart, Laura Barreiro and Tim Morton.

#### **1.4 Pledge of Allegiance**

Haggart led all in the Pledge of Allegiance.

#### **1.5 Approval of Agenda**

It was moved by Barreiro and seconded Morton by to Approve the Agenda.  
Ayes – 3, Nays – 0, Absent – 0, Abstain – 0, Motion Approved.

## **2.0 PUBLIC COMMENT**

### **2.1 Non-agenda Public Comment**

There were no comments from the public.

### **2.2 Agenda Items Public Comment**

There were no comments from the public.

## **3.0 CONSENT AGENDA**

All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or removed from the agenda, there will be no discussion of these items prior to the Board votes on them. The President recommends approval of all consent agenda items.

### **3.1 Consent Action Items for The Audeo Charter School II, Audeo Charter School III, Audeo Valley Charter School, Grossmont Secondary School and Sweetwater Secondary School for Each School**

- 3.1.1 Approval of Resolution to Designate Authorized Representative to San Diego County Schools Fringe Benefits Consortium for Fringe Benefits Program
- 3.1.2 Approval of Resolution to Designate Authorized Representative to San Diego County School Risk Management Joint Powers Authority for Workers Compensation, Property and Liability or Any Other Risk or Plan Authorized by Law
- 3.1.3 Approval of Meeting Minutes for July 29, 2021

It was moved by Morton and seconded Barreiro by to Approve the Consent Agenda Items 3.1.1 – 3.1.3.  
Ayes – 3, Nays – 0, Absent – 0, Abstain – 0, Motion Approved.

## **4.0 ACTION ITEMS**

### **4.1 Action Items for Audeo Charter School II**

- 4.1.1 Approval of the Resolution to Establish Audeo Charter School II Enterprise Fund (62-00)

It was moved by Morton and seconded Barreiro by to Approve the Resolution to Establish Audeo Charter School II Enterprise Fund (62-00).

Ayes – 3, Nays – 0, Absent – 0, Abstain – 0, Motion Approved

## **5.0 BOARD COMMENTS AND ANNOUNCEMENTS**

From time to time, the board has topics of interest that they would like to share with the community. These are informational in nature and do not require action.

Bixby informed the Board that we are hosting an in-person Graduation Ceremony on September 1, 2021, at Liberty Station.

## **6.0 ADJOURNMENT**

It was moved by Barreiro and seconded by Morton to adjourn the meeting at 12:48 p.m.

Ayes – 3, Nays – 0, Absent – 0, Abstain – 0, Motion Approved.

## MEMORANDUM OF UNDERSTANDING

by and between

San Diego County Board of Education

and Audeo Charter School II

This Memorandum of Understanding ("MOU" or "Agreement") is entered into by and between the San Diego County Office of Education ("SDCOE" or "County Board") and Audeo Charter School, Inc., a nonprofit public benefit corporation operating the Audeo Charter School II ("Audeo II" or "Charter School", together with SDCOE, the "Parties").

### 1. RECITALS

- (a) The San Diego County Board of Education ("County Board") is the governing elected body of the SDCOE, administered by the San Diego County Superintendent of Schools ("SDCSS"). SDCOE and SDCSS are referred to interchangeably herein unless otherwise specified.
- (b) Audeo Charter School, Inc. ("Audeo Charter School, Inc.") is a California non-profit public benefit corporation that operates Audeo Charter School II, a public charter school existing under the laws of the State of California and under the chartering authority oversight of the County Board. Audeo Charter School, Inc., the non-profit public benefit corporation, shall be responsible for, and have all rights and benefits attributable to, the Charter School as further outlined herein. Wherever this Agreement obligates the Charter School to a course of action or prohibits or limits the Charter School from a course of action, Audeo Charter School, Inc. shall also be required to fulfill such obligation and be subject to such prohibition or limitation. No other corporations shall participate in the governance or administration of Audeo II unless a material revision to the Charter is requested and approved pursuant to the requirements of the Charter Schools Act.
- (c) The State Board of Education authorized the Charter School and assigned chartering authority and oversight to the San Diego County Board of Education. This Agreement is intended to outline the agreement of Charter School and the SDCOE governing their respective fiscal and administrative responsibilities, their legal relationships, the provision of special education services and the operation of the Charter School.
- (d) Audeo Charter School II submitted a renewal petition of their charter to the State Board of Education on January 8, 2021. On May 12, 2021, the State Board of Education approved with technical amendments the Charter School's renewal petition ("renewal petition") for the term of July 1, 2021 to June 30, 2026, on May 12, 2021.
- (e) The State Board of Education assigned chartering authority and oversight to the San Diego County Board of Education on May 12, 2021.

- (f) The technical amendments approved with the renewal of the Charter School by the State Board of Education will be resolved by July 1, 2021 to the sole satisfaction of the State Board of Education and California Department of Education.
- (g) Written modifications of this Agreement may be made by agreement as set forth in section 2.(a)(iii) below.
- (h) The terms of this Agreement are intended by both Parties to become part of the conditions, standards and procedures set forth in the Charter document ("Charter").
- (i) The Parties agree that this Agreement is consistent with the approved Charter. If the Parties discover any terms of this Agreement conflict with the terms of the Charter, this Agreement shall control the handling or resolution of the issue in question. To the extent that this Agreement is inconsistent with any of the terms of the Charter, both Parties shall meet to amend the Agreement to reach consistency, if the inconsistency is material to the terms of the Charter. If the Parties do not reach agreement regarding the consistency, the Parties agree to follow the procedures for dispute resolution as stated in the Charter.

## 2. **AGREEMENTS**

### (a) **Term**

- (i) The term of this Agreement shall be coterminous with the term of the Charter granted to the Charter School on May 12, 2021. This Agreement shall be effective on July 1, 2021, upon board approval of the Charter School's Governing Board, and will remain in place through June 30, 2026, or until otherwise terminated in accordance with this Agreement.
- (ii) If the County Board revokes or does not renew the Charter, this Agreement is terminated automatically after completion of required closure activities, irrespective of whether the Charter receives approval by the State Board of Education ("SBE"), or any other authorizing entity. This Agreement shall terminate automatically upon closure of the Charter School for any reason, after closure activities have been completed. "Closure" means that all legally required closure processes are completed, including completion of a final audit as required by law. Only the indemnification clauses in this Agreement survive closure.
- (iii) No oral or other agreements or understanding shall be effective to modify or alter the written terms of the Agreement. This Agreement may be amended or modified only by mutual written agreement, executed by duly authorized representatives of both Parties. Such modification must specifically indicate the Parties' intent to modify or amend this Agreement.
- (iv) The duly authorized representative of the County Board is the SDCSS or any designee thereof. In order to ensure consistency in communications, all communication regarding any aspect of the operation of the Charter School shall be initiated by the designated representative of the Charter School with the SDCSS, unless the SDCSS delegates this function to another officer of the SDCOE.

The duly authorized representative of the Charter School is the President or designee.

- (v) Failure to meet and comply with the terms of the Agreement shall constitute a material violation of the conditions, standards, or procedures set forth in the Charter within the meaning of Education Code section 47607(f).

(b) **State Funding under the Local Control Funding Formula**

- (i) The Charter School will be funded in accordance with the Local Control Funding Formula ("LCFF"). Charter School will receive base funding and may receive supplemental, and concentration grants. Charter School will be responsible for providing the California Department of Education ("CDE") with all data required for funding and will comply with all laws and regulations as developed by the Legislature and SBE. All information provided by Charter School shall be truthful and accurate.
- (ii) LCFF includes accountability requirements. The Charter School is required to develop, adopt, and annually update a Local Control and Accountability Plan ("LCAP") using a template adopted by the SBE.
- (iii) The Charter School shall comply with the requirements of law in developing its LCAP including but not limited to:
  - (1) Consultation with teachers, principals, administrators, other school personnel, parents, and pupils in developing the LCAP and annual update;
  - (2) Hold at least one public hearing to solicit recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP or annual update. The agenda for the public hearing shall be posted at least 72 hours before the public hearing, and the LCAP and annual update shall be made available for public inspection at each site operated by the Charter School;
  - (3) On or before July 1 of each year, hold a public hearing to adopt the LCAP.
  - (4) Submit the LCAP and annual update to the SDCSS by or before July 1 of each year, and post on the Charter School's website.
- (iv) The Charter School shall comply with all accountability measures, including the LCAP evaluation rubrics as may be revised by SBE from time to time, as well as the following:
  - (1) SBE regulations including but not limited to all requirements "to increase and improve" services for targeted students.
  - (2) Address all California Priority Areas and required metrics.

- (3) Comply with Education Code section 47607.3 and cooperate with SDCOE, the SDCSS, and the California Collaborative for Education Excellence if technical assistance is necessary.
    - (4) Charter School shall ensure that all LCFF funds are spent in accordance with the requirements of the law.
  - (v) The Charter School shall comply with any and all Common Core State Standards (“CCSS”) requirements currently in effect, or which go into effect during the period of Charter School’s operation.
  - (vi) The Charter School shall elect to receive funding from the State directly, pursuant to Education Code section 47651.
  - (vii) Grants written by and obtained by Charter School will come directly to Charter School and not go through the SDCOE.
  - (viii) The Charter School agrees to comply with all applicable laws and regulations related to receipt and expenditures of funds.
  - (ix) Charter School agrees that all revenue allocated to the Charter School by any federal, state, local agency by Charter School shall only be used to provide educational services and support for school age children enrolled in and attending the Charter School consistent with its Charter and shall not be used for purposes inconsistent with the approved Charter, this Agreement or any duly approved and authorized amendments to the Charter or this Agreement.
    - (1) Educational services and support do not include fee-based preschool services, after school programs, or childcare services.
  - (x) The Charter School agrees that any material change in the governance of the Charter School requires a material revision, approved by the County Board at a duly noticed meeting.
  - (xi) Should the Charter School, as an entity separate from Audeo Charter School, Inc., cease to exist (by revocation or nonrenewal of its charter or by voluntary closure), and upon a final audit and the payment of, or provision for payment of, all debts and liabilities of the Charter School, any public funds held by or for the Charter School and any assets of the Charter School purchased with public funds shall be distributed in accordance with the terms of the Charter.
- (c) **Legal Relationship**
- (i) The Parties recognize that the Charter School is a separate legal entity that operates under the supervisory oversight of the SDCOE. The Charter School is operated as a non-profit public benefit corporation. The Charter School shall maintain its status in good standing and compliance with its Bylaws.



- (ii) The Charter School shall be wholly and independently responsible for Charter School's operations and shall manage its operations efficiently and economically as described in the Charter and its annual budget. The SDCOE, SDCSS, and County Board shall not be liable for the debts or obligations of the Charter School, for claims arising from the debts or obligations of the Charter School or for claims arising from the performance of acts, errors, or omissions by the Charter School, and the Charter School agrees to indemnify County Board, SDCSS, and SDCOE, its employees, and agents against any such claims as set forth in the Charter and this Section. The Charter School will not in any case attempt to avoid a debt, liability or obligation or otherwise shift any debt, liability, or obligation to SDCOE, SDCSS, and County Board, regardless of whether SDCOE, SDCSS, and County Board have performed the oversight responsibilities described in Education Code Sections 47604.32 and 47605(m).
- (iii) It is agreed that it is the Parties' intent that the SDCOE shall not incur unreimbursed costs or expenses of any type whatsoever as a result of its relationship with the Charter School.
- (iv) The Charter School shall not have the authority to enter into a contract that would bind the SDCOE, SDCSS, or County Board, nor to extend the credit of the SDCOE, SDCSS, or County Board to any third person or party. The Charter School shall clearly indicate to vendors and other entities and individuals outside the SDCOE, SDCSS, or County Board with which or with whom the Charter School enters into an agreement or contract, that the obligations of the Charter School under such agreement or contract are solely the responsibility of Charter School and are not the responsibility of the SDCOE, SDCSS, or County Board.
- (v) The Charter School shall notify the SDCOE in writing before it incurs a debt or sells receivables in an amount greater than twenty-five thousand dollars (\$25,000), setting forth the amount of debt, the lender, and the general terms of the agreement. Advance notice shall include the amount of the loan or sale of receivables, a description of the need for the loan or sale or receivables, the terms, the plan for repayment if a loan, and a cash flow schedule. It is agreed that all loans and sales of receivables sought by the Charter School shall be authorized in advance by the governing board of the Charter School and shall be the sole responsibility of the Charter School. Upon request, the Charter School shall provide information regarding any such loan to the requesting agency pursuant to Education Code section 47604.3.
- (vi) It is further agreed that all loans distributed by the Charter School to any other entity, including Audeo Charter School, Inc., shall be authorized in advance by the governing board of the Charter School and shall be the sole responsibility of the Charter School. The Charter School shall notify SDCOE, in writing, no later than ten (10) days prior to providing loan funding to any other entity. Advance notice shall include the amount of the loan, a description of terms of the loan, and the plan for repayment, including a cash flow schedule. Upon request, the Charter School shall provide information regarding any such loan to the requesting agency pursuant to Education Code section 47604.3.

- (vii) The Charter School shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the SDCOE, SDCSS, or County Board, its officers, directors, employees, attorneys, agents, representatives, volunteers, successors and assigns from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against SDCOE and/or County Board Personnel, that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, the 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 the Charter School, its Board of Directors, administrators, employees, agents, representatives, volunteers, successors and assigns. This indemnity and hold harmless provision shall exclude actions brought by third persons against the SDCOE, SDCSS, or County Board arising out of any intentional acts of the personnel of the SDCOE, SDCSS, or County Board or solely out of any acts or omissions of the personnel of the SDCOE, SDCSS, or County Board that are not otherwise related to or connected with the Charter School and/or its personnel. This indemnification clause shall survive termination of this Agreement.
- (viii) The Charter School will comply with all applicable state and federal laws, including, without limitation, Education Code section 47604.1, the Ralph M. Brown Act (Gov. Code, § 54950 et seq.), the California Public Records Act (Gov. Code, § 6250 et seq.), and conflict of interest laws applicable to charter schools in California, including without limitation, the Political Reform Act (Gov. Code, § 87100) and Government Code section 1090 et seq.
- (ix) The Charter School shall also comply with all applicable federal and state laws concerning the maintenance and disclosure of student records, including, without limitation, the Family Education Rights and Privacy Act of 1974 (20 U.S.C.A. §1232g), all applicable state and federal laws and regulations concerning the improvement of student achievement, including, without limitation, applicable provisions of the Elementary and Secondary Education Act of 1965 (20 U.S.C.A. § 6301, et seq.) and agrees to take appropriate remedial action if notified by the SDCOE, State of California, and/or Office of Civil Rights or other federal or state administrative agency charged with enforcement of these laws, of a violation of any of the foregoing.
- (x) To the extent necessary to discharge its reasonable supervisory oversight activities, the Charter School hereby designates the employees of the SDCOE as having a legitimate educational interest such that they are entitled upon request access to the Charter School's education records under the Federal Educational Rights and Privacy Act ("FERPA") and related state laws regarding student records. At a minimum, such records include emergency contact information, health and immunization data, attendance summaries, and academic performance data from all statewide student assessments pursuant to Education Code sections 60600, et seq. and 60851.

Any complaints or concerns (including complaints filed with OCR, CDE, EEOC, or FEHA) received by the SDCOE about any aspect of the operation of the Charter School or about the Charter School shall be forwarded by the SDCOE to the Charter School for the Charter School to attempt to resolve. The SDCOE may request that Charter School inform the SDCOE of how such concerns or complaints are being addressed, and the Charter School shall provide such information. The Charter School shall handle its own uniform complaints pursuant to a Uniform Complaint Procedure adopted in accordance with California Code of Regulations, Title 5, sections 4600 et seq. The SDCOE retains the authority to investigate any complaints received, in its sole discretion.

(d) **Oversight Obligations.**

SDCOE oversight obligations include, but are not limited to, the following:

- (i) Review and revision of this Agreement and any subsequent agreements to clarify and interpret the Charter, material revisions to the Charter, and the relationship between the Charter School and the County Board.
- (ii) Monitoring performance and compliance with the Charter and with applicable laws, including, without limitation, by way of the following:
  - (1) Identifying at least one staff member as a contact person for the Charter School. The SDCSS identifies the Senior Director of Charter School Services as said representative;
  - (2) Visiting the Charter School at least once per year;
  - (3) Ensuring that the Charter School submits the reports and documents required in this Agreement; and
  - (4) Monitoring the fiscal condition of the Charter School.
- (iii) **Site Visits**
  - (1) The SDCOE will conduct a site visit prior to the opening of a new school and at least one visit during the school year. The site visits will consist of the following:
    - a. Periodic Site Visits.
      - i. The SDCOE will conduct at least one site visit annually in order to assess the Charter School's progress in governance and organizational management, educational performance, fiscal operations, and fulfillment of the terms of the Charter. SDCOE shall

provide the Charter School at least 48-hour notice prior to the annual site visit.

- ii. The site visits may include review of the facility, review of records maintained by the Charter School, interviews with the director of the Charter School and staff, and observation of instruction in the classroom, including voluntary and non-disruptive student and parent discussion. The evaluations for each year will be considered in any renewal decision made at the end of the term of the charter. Any deficiencies will be reviewed with the Charter School administration. Charter School shall rectify any deficiencies identified, to the satisfaction of SDCOE.
- iii. In addition to annual site visits, the SDCOE may also make unannounced visits to the Charter School.

(iv) **Responding to Inquiries/Requests for Information:**

- (1) The Charter School agrees to promptly respond to all reasonable inquiries of the SDCOE, including, but not limited to, inquiries regarding its financial records. The SDCOE will be reasonable in its request for information, including both timing and substance.
- (2) For purposes of oversight by the County Board, the SDCOE may require the Charter School to provide information and explanation of that information. The Charter School shall provide all information and documentation in the form and at the times specified by the SDCOE.

(v) **STRS/PERS:**

- (1) The SDCOE may, upon request, process Charter School STRS and PERS in accordance with Education Code section 47611.3 on behalf of the Charter School. To do so, the Charter School will contact SDCOE and enter into a separate agreement specifying the service and cost.
- (2) Data required to be submitted pursuant to this Section shall be submitted in electronic form if requested by the County Board, to extent it is available in electronic form.

(vi) **Reserves:**

The Charter School shall comply with Generally Accepted Accounting Principles (GAAP) applicable to public school finance and fiscal management. The Charter School shall maintain a minimum reserve for economic uncertainties (designated fund balance) in accordance with the following:

Size of Charter School	Amount of Reserve for Economic Uncertainty
ADA 0 to 300	The greater of 5% of total expenditures or \$69,000
ADA 301 to 1,000	The greater of 4% of total expenditures or \$69,000
ADA 1,001 to 30,000	3% of total expenditures
ADA 30,001 to 400,000	2% of total expenditures
ADA 400,001 and over	1% of total expenditures

(vii) **Insurance and Risk Management:**

- (1) The Charter School will obtain its own insurance coverage to cover the operations of the Charter School and shall supply the SDCOE certificates of insurance, with proof of insurance of at least the types and amounts recommended by the SDCOE's insurer based upon the standard coverage for a school of similar size and location, as initially outlined below, which may change annually based on, among other factors, size, and location of the Charter School subject to SDCOE agreement to such change. The Charter School agrees to name SDCOE as an additional insured on all certificates of insurance.
  - a. Comprehensive or commercial general liability insurance with limits not less than Five Million Dollars (\$5,000,000) each occurrence combined single limit for bodily injury and property damage and with tail coverage for a period of 10 years after termination of the Charter School's charter.
  - b. Comprehensive or Business Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage including coverage for Owned, Non-owned and Hired Vehicles, as applicable.
  - c. Workers' Compensation, at statutory limits, with Employer's Liability limits (including employment practices coverage) not less than One Million Dollars (\$1,000,000) each occurrence.
  - d. Professional Liability (Errors and Omissions) Insurance (including employment practices coverage) with limits not less than Five Million Dollars (\$5,000,000) each occurrence.

- e. Property Insurance insuring real and personal property of the named insured with a blanket limit applying to all property of owned, rented, leased, or borrowed by the Charter School.
- f. Commercial Crime / Faithful Performance / Fidelity Bond coverage shall be maintained by the Charter School to cover all Charter School employees who handle, process, or otherwise have responsibility for Charter School funds, supplies, equipment and/or other assets. Minimum amount of coverage shall be One Million Dollars (\$1,000,000) per occurrence, with no self-insured retention. The bond/policy deductible shall not exceed Five Thousand Dollars (\$5,000).
- g. Cyber Coverage for both electronic and non-electronic data breach of One Million Dollars (\$1,000,000) per occurrence with an aggregate limit of not less than Two Million Dollars (\$2,000,000).
- h. If any policies are written on a claims-made form, the Charter School agrees to maintain such insurance continuously in force for ten (10) years following termination or revocation of the Charter or extend the period for reporting claims for ten (10) years following the termination or revocation of the Charter to the effect that occurrences which take place during this time, but are reported later, shall be insured.
- i. The Charter School shall be responsible, at its sole expense, for separately insuring its personal property.
- j. The Charter School shall add the SDCOE, SDCSS, and County Board, and its officers, officials, employees, agents, and volunteers, as named additional insured on all of its insurance policies.
- k. The Charter School must have adopted a resolution with administrative rules and regulations in regard to risk management and safety.
- l. The Charter School must adhere to established claim reporting guidelines, especially as they relate to timeliness and completeness of reporting, and providing assistance requested by or its representative in the investigation and defense of a claim.
- m. The Charter School must follow established guidelines in regard to obtaining appropriate certificates of insurance, additional insured endorsements and hold harmless and indemnification agreements.

- n. The Charter School waives all rights against SDCOE, SDCSS, and the County Board, and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.
- o. The Charter School shall establish and institute risk management policies and practices to address reasonably foreseeable occurrences. Copies of all policies of insurance and memoranda of coverage shall be provided by the Charter School to the SDCOE upon request. If the Charter School makes changes to its insurance policies, it must notify the SDCOE within ten (10) days of doing so.
- p. Should insurance expire or lapse for any reason, the Charter School shall not operate unless and until full coverage as set forth herein is reinstated.
- q. The County Board reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement at any time.
- r. The charter school agrees to indemnify and hold harmless the SDCOE and its agents, employees, assigns against any and all claims, losses, damages, monetary awards and expenses, including all costs and attorneys' fees, incurred in connection with any and all claims of negligence, or willful misconduct on the part of the Charter School, its employees and agents and volunteers, brought by any entity or person for any injury, death, illness, disease, or damage to property, arising from or connected with the operation of Charter School included but not limited to the delivery of special education services.

(viii) **Governance**

**(1) Posting of Information.**

At all times it is operational, the Charter School will have the following information posted on its website and will update the posting within thirty (30) days, whenever the information changes:

- a. Articles of Incorporation and Bylaws for Audeo Charter School, Inc.
- b. Roster and biographies of current governing board members of Audeo Charter School, Inc.

- c. The annual calendar of governing board meetings, including a description of how parents and community members will be notified of the meetings.
- d. The audio recording, video recording, or both of all governing board meetings, if Audeo Charter School, Inc., manages two or more charter schools that are not located in the same county, in accordance with Education Code Section 47604.1(c)(4).

**(2) Governing Board Composition**

- a. The Governing Board members of Audeo Charter School, Inc. shall not have a financial interest in Charter School transactions as defined by Government Code Section 1090 et. seq.
- b. The Governing Board of Audeo Charter School, Inc. shall reserve and make best efforts to always fill a parent member seat on the Board. If the seat remains vacant for a period over sixty (60) days after the first day of school, Audeo Charter School II must provide correspondence to the SDCOE of its outreach efforts to secure a parent board member. The board member must be a current parent at the time appointed or elected and may not be appointed or elected for subsequent terms after their child is no longer a student at the charter school.
- c. The Charter School shall immediately provide notice to SDCOE of any change in the composition of board members and officers.
- d. The Charter School must comply with this section in order to open under the authorization of the SDCOE.

**(3) Governing Board Meetings**

- a. The Audeo Charter School, Inc.'s Governing Board shall conduct public meetings at such intervals, and not less than once per quarter, as necessary to ensure that they are providing sufficient direction to the Charter School through implementation of effective policies and procedures.
- b. The Audeo Charter School, Inc.'s governing board meeting(s) will be conducted at a location within San Diego County and in accordance with Education Code Section 47604.1.
- c. All governing board meetings of Audeo Charter School, Inc. will be conducted in compliance with the requirements of Education Code section 47604.1 and the Ralph M. Brown Act (Govt. Code §§ 54950 – 54963).



- d. The Charter School shall post all meeting agendas, agenda attachments and minutes regarding Audeo Charter School, Inc. on the Audeo II website. A direct link for a current Audeo Charter School, Inc. governing board meeting agenda shall be placed on the Audeo Charter School II website's homepage at the time they are required to be distributed to the public pursuant to the Brown Act. The current agenda shall be retrievable, downloadable, indexable, and electronically searchable, and shall comply with the electronic format requirements of Education Code section 54954.2(a)(2).
- e. Copies of meeting minutes of Audeo Charter School, Inc. shall be posted on Audeo II's website within thirty (30) days after their approval by the governing board.
- f. A two-way teleconference location shall be established at each school site, and, if applicable, each resource center.
- g. Copies of all approved governing board meeting minutes will be maintained by the Charter School and shall be provided to the SDCOE within 30 days of approval of the governing board.
- h. To the extent Audeo Charter School, Inc. elects to have and is approved to have a Sole Statutory Member, whenever a decision by the Sole Statutory Member impacts Audeo II, Audeo Charter School II must post an agenda and minutes of its Sole Statutory Member at its facility and on its website.

**(4) Brown Act Training.**

- a. The Charter School will provide annual Brown Act training to its governing board members and administrators.

**(5) Governing Board Policies:**

The Charter School's Governing Board will adopt policies and procedures to guide the operation of the Charter School. The policies and procedures will include, but not be limited to, the following:

- a. *Conflicts of Interest.*
  - i. The Charter School and its employees shall adhere to its conflicts of interest code which shall include provisions indicating the Charter School will adhere to the Political Reform Act and Government Code section 1090. The Charter School will train board members and impacted Charter School employees regarding its conflict of interest policy. Upon request, the Charter School will provide verification that all board members and

impacted Charter School employees have participated in conflict of interest training.

b. *Internal Fiscal Controls.*

- i. The Charter School will develop and maintain internal fiscal control policies governing all financial activities. Prior to opening (or as policies are revised), a copy of the Charter School's internal control policies and procedures approved by the Charter School's governing board will be submitted to the SDCOE. Such policies and procedures are subject to review during site visits to see that they are being implemented.
- ii. Such policies will include, but not be limited to the following:
  - 1) Expenditures shall be made in accordance with amounts specified in the annual budget or budgetary revisions adopted by the Charter School's Governing Board;
  - 2) The Charter School's funds shall be managed and held in a manner that provides a high degree of protection of the Charter School's assets; and
  - 3) All transactions shall be recorded and documented in an appropriate manner that allows reporting to CDE and SDCOE.

c. *Campus Supervision.*

- i. Policies must include, but not be limited to, the supervision of students before and after school, and while on campus, student pick-up, as well as a procedure for visitors to enter and leave the campus, when applicable.

d. *Discipline Policies.*

- i. Policies must include, but not be limited to, lists of the offenses for which students may (and must) be suspended or expelled, and the procedures for suspension or expulsion for disciplinary reasons or involuntary removal for any reason, including an explanation of how the Charter School will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with the requirements of Education Code section 47605.

- ii. The procedures shall include the way in which a student will be provided schoolwork, if requested, for a suspension of two (2) or more school days, and the following statements:

- 1) Upon the request of a parent, a legal guardian or other person holding the right to make an education decision for the pupil, or the affected pupil, a teacher shall provide to a pupil in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more schooldays, the homework that the pupil would otherwise have been assigned.
- 2) If a homework assignment that is requested and turned into the teacher by the pupil either upon the pupil's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the pupil's overall grade in the class.

e. *Admissions.*

- i. Policies and procedures regarding admission, lottery enrollment, non-discrimination, and admission preferences in accordance with the Charter Schools Act.

f. *Parent/Student Handbook.*

- i. Handbook must include, at a minimum, detailed expectations for student attendance, behavior, and discipline, as well as policies and consequences for bullying and harassment, due process rights related to discipline (including suspension, expulsion, and special education), and a description of both informal and formal complaint procedures that parents may pursue in the event of disagreements. In addition to posting this document on the school's website, the Charter School will provide a hardcopy of the parent/student handbook to each family at the beginning of each school year and if applicable, comply with all legally required annual notifications.

g. *Health and Safety Plan.*

- i. At all times it is operational, the Charter School will have the following information posted on the Charter School

website and will update the posting as quickly as possible whenever the information changes:

- 1) A copy of the health, safety, and emergency plan for students and employees.
  - 2) A statement informing the public that staff has been trained in health, safety, and emergency procedures.
- ii. The health and safety plan will be consistent with the requirements of Education Code section 32282, and will address at a minimum, an assessment of the current status of school crime committed on school campuses and at school-related functions; child abuse reporting procedures; disaster and emergency procedures, including fire emergencies, earthquakes and other natural disasters, civil disorder, accidents, injuries, and other threats to the health and safety of students and staff; procedures to notify teachers of dangerous pupils; policies for pupils who committed an act listed in Education Code of section 48915(c) and other school-designated serious acts that would lead to suspension, expulsion, or mandatory expulsion recommendation; a discrimination and harassment policy; and provisions of any schoolwide dress code that prohibits pupils from wearing "gang-related apparel," if the school has adopted that type of a dress code. The Charter School will provide training for staff in responding to emergencies and conduct emergency response drills for its students.
  - iii. The health and safety plan will be reviewed and updated by March 1 of each school year. A copy of the health and safety plan will be forwarded to the SDCOE on or before March 1 of each school year, and within ten (10) business days of receipt of a written request from SDCOE.
  - iv. The procedures regarding pupil and staff safety and health shall require that each employee of the Charter School furnish the Charter School with a criminal record summary as described in Education Code section 44237.

*h. Future Laws.*

The Charter School will comply with all future federal, state, and local laws and regulations that apply to charter schools and update their policies accordingly.

**(6) Closure Procedures.**

- a. If the Charter School ceases operating for any reason, closure procedures must be conducted in a manner compliant with requirements contained in California Code of Regulations, Title 5, section 11962, and at a minimum, must include the following:
  - i. Identification of a responsible person(s) – e.g. Executive Director, Chief Financial Officer, President/Chief Executive Officer of the Charter School to oversee and conduct the closure process. This provision shall include a process to ensure that it is updated no less than annually or when any change is made.
  - ii. Notification of students and families, SDCOE, the SELPA of which the Charter School is a member, the retirement systems in which Charter School employees participate, and the California Department of Education of school closure. The notice must include:
    - 1) The effective date of the closure,
    - 2) The name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure,
    - 3) The pupils' school districts of residence, and
    - 4) The manner in which parents (guardians) may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.
  - iii. Provision of a list of pupils in each grade level and the classes they have completed, together with information on the pupils' district of residence, to the responsible person overseeing and conducting the closure.
  - iv. Security of student and business records, including:
    - 1) Transfer and maintenance of all pupil records, all state assessment results, and any special education records to the SDCOE, and
    - 2) Transfer and maintenance of personnel records in accordance with applicable law.
  - v. Processing of final employee payroll and benefits.

- vi. Identification of all assets and liabilities and plan for transfer/disposal as detailed in the Charter, this Agreement, and in accordance with law and funding or gift restrictions, including but not limited to:
  - 1) The return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlements grants and the filing of any required final expenditure reports and final performance reports, and
  - 2) The return of any donated materials and property in accordance with the conditions established when the donation of such materials or property was accepted.
- vii. Completion and filing of any annual reports required pursuant to Education Code section 47604.33
- viii. Completion of a final independent close-out audit within six (6) months after the closure of the Charter School, to be paid for by the Charter School, that includes the following:
  - 1) An accounting of all financial assets, including cash and accounts receivable, and an inventory or property, equipment, and other items of material value,
  - 2) An accounting of the liabilities, including accounts payable and any reduction of apportionments as a result of audit findings and other investigations, loans, and unpaid staff compensation, and
  - 3) An assessment of the disposition of any restricted funds received by or due to the Charter School.
- ix. Identification of a source of funding to be used for closeout expenses, including the final audit.
- x. Dissolution of the Charter School and/or nonprofit corporation.

- b. If the Charter School is to close permanently for any reason (i.e., voluntary surrender, non-renewal, or revocation), the Charter School will serve written notice that the closure procedures have been invoked.

**(7) Administration**

a. **Enrollment and Admissions Documentation.**

- i. At all times it is operational, the Charter School will have the following information posted on the Charter School website and will update the posting as quickly as possible whenever the information changes:
  - 1) Procedures for application, the public random drawing, enrollment, and admission
  - 2) A copy of any application and enrollment forms and information provided to prospective families
  - 3) The notice developed by CDE regarding legal requirements of enrollment and disenrollment ("CDE Enrollment Notice").
- ii. The CDE Enrollment Notice shall also be provided upon the following, in accordance with the Charter School Act:
  - 1) When a parent, guardian, or pupil inquires about enrollment,
  - 2) Before conducting an enrollment lottery, and before disenrollment of a pupil.

b. **Business Services Contracts.**

- i. The Charter School must provide the SDCOE a copy of its agreement, with any vendor that will provide business services to the Charter School, including but not limited to, payroll, accounting and budgeting, attendance accounting, fiscal reporting, contracts management, and purchasing, specifying the exact services that will be provided, the cost, and the term of the contract.
- ii. The charter school must provide the SDCOE a copy of its agreements with any vendor that either individually or collectively exceed \$50,000.

**(8) Facilities:**

a. **Facilities Agreement.**

- i. The Charter School is responsible to secure its own facilities, including any additional agreements necessary to secure it. In order to operate under the SDCOE authorization, the Charter School must demonstrate by no later than sixty (60) days, or with a waiver, thirty (30) days, prior to the start of each school year that it has possession and use of facility capable of housing its education program as described in the Charter. The Charter School will notify SDCOE as soon as possible if an extension/waiver is needed. SDCOE shall have the discretion to deny the request but shall not unreasonably withhold granting the Charter School's waiver request. The Charter School must provide the SDCOE with documentary evidence of its legal right to use its site and any ancillary facilities identified by the Charter School for at least the first year of the Charter School's operation, including the lease agreement if applicable, and evidence that the facility will be adequate for the Charter School's needs.
- ii. The Charter School shall not change facilities without a material revision to the Charter, unless necessitated by emergency circumstances. The Charter School must demonstrate that the new facilities are capable of housing its educational program and will be adequate for the Charter School's needs and must provide a copy of the proposed lease agreement, if applicable.
- iii. In the event of emergency circumstances necessitating a temporary change of facilities, the Charter School shall notify the SDCOE of the emergency circumstances, in writing, within three (3) days, along with the address of the temporary location and anticipated duration of stay.
- iv. The Charter School shall not establish additional sites or facilities without a material revision to the Charter.

b. **Zoning and Occupancy.**

- i. The Charter School shall maintain documentation on file or know where to access all local approvals including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections and approved zoning variances. The Charter School shall make such documents available to the SDCOE if requested, to the extent the Charter School has access to



such documents. The Charter School may not exempt itself from applicable/local zoning or building code ordinances.

c. **Facility Safety.**

- i. Charter School shall comply with Education Code section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the State Building Code as enforced by the local planning jurisdiction. The facilities shall meet the requirements of the Americans with Disabilities Act and shall be approved by the local fire marshal for the use intended. The Charter School agrees to ensure sprinkler systems, fire extinguishers, and fire alarms are tested annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills monthly and shall maintain records of such drills.

**(9) Transportation**

- a. All responsibility for transportation services, if offered, will be provided by the Charter School, including transportation for field trips. If parents will transport students, all parents must comply with the criminal background check provisions and Tuberculosis clearance as provided in Education Code sections 45125.1 and 49406.

**(10) Nutritional Services**

- a. Absent a separate written agreement to the contrary, the Charter School will be responsible for providing its own food services. The Charter School shall provide each needy student, as defined in Education Code Section 49552, with one nutritionally adequate free or reduced-price meal, as defined in Education Code Section 49553(a), during each school day in accordance with Education Code Section 47613.5.

**(11) Student Data**

- a. The Charter School shall submit student enrollment projections of the preceding school year to the SDCOE by June 1 of each year. These projections should be consistent with the Charter School's budget for the following year.
- b. The Charter School shall maintain contemporaneous written records of enrollment and ADA and make these records available to the SDCOE for inspection and audit upon request. The Charter

School shall provide copies of the P-1, P-2, and annual state attendance reports to the SDCOE prior to each report's deadline submission date. Copies of amended state attendance reports, if any, shall be provided to the SDCOE within three (3) weeks of discovery of the need for making such an amendment. The Charter School shall be responsible for reporting all necessary information for the California Basic Education Data System ("CBEDS") to the CDE. Such reports must be generated using the Attendance Reporting software as applicable to charter schools.

- c. The Charter School's student discipline policies shall be provided to the SDCOE annually, by August 15 of each year, and as updated.
- d. The Charter School shall provide written notice to the SDCOE of each San Diego County resident student that leaves the Charter School at any time without completing the school year, including when the student has ceased attending the Charter School for disciplinary reasons and any other involuntary disenrollment for any reason. The Charter School may not otherwise involuntarily disenroll a student. This section will report all students, including special education students.
- e. Regarding San Diego County students leaving the Charter School, the Charter School shall inform the SDCOE, the student's last known school district of residence and the SELPA in writing as soon as practicable, but in no event later than thirty (30) days (as set forth in Ed. Code section 47605(d)(3)) of the date any student ceases to attend the Charter School for any reason during the school year, along with the date the student was disenrolled by the Charter School, and the reason for disenrollment if known. No student may be involuntarily dis-enrolled or dismissed from the Charter School without compliance with the Charter School Suspension/Expulsion policy.

**(12) Personnel Data/Credential Data**

- a. Staffing data, including a list of all teachers, along with associated credentials, permits, and clearances, shall be provided to the SDCOE on a semi-annual basis, on October 1 and March 1 of each school year. Teacher credentials, clearances, and permits shall be maintained on file at the Charter School and shall be subject to periodic inspection by the SDCOE if needed.
- b. All teachers shall be appropriately credentialed for their teaching assignment. Teachers who are not appropriately credentialed, and who taught at a California charter school during the 2019-20

school year, have until June 30, 2025 to secure the appropriate credential.

- c. All teachers shall have a certificate of clearance and satisfy the requirements for professional fitness pursuant to Education Code sections 44339, 44340, and 44341 beginning July 1, 2020.
- d. All employees of the Charter School, volunteers (including parents) who will be performing services that are not under the direct supervision of a Charter School employee, and onsite vendors having unsupervised contact with students, such as vendors performing school and classroom janitorial services, school site administrative services, school site grounds and landscape maintenance, pupil transportation, and school site food-related services, will submit to background checks and fingerprinting in accordance with Education Code sections 45125 and 45125.1. The Charter School will maintain on file, and available for inspection, evidence that clear criminal records summaries based on criminal background checks were conducted and received for all employees prior to employment and volunteers prior to assignment, and documentation that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students. The Charter School shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements. No individual may begin employment or be in contact with students that has not received full clearance.
- e. All employees of the Charter School and volunteers (including parents) shall submit to a tuberculosis risk assessment prior to employment or assignment in accordance with Education Code section 49406.
- f. The Charter School shall report employment status changes for credentialed employees based on allegations of misconduct to the Commission on Teacher Credentialing ("CTC") within thirty (30) days pursuant to Education Code sections 44030.5. The SDCSS shall be provided a copy of such report concurrently with its submittal to CTC.
- g. All staff working at the Charter School are employees or contractors of the Charter School. The Charter School shall have sole responsibility for employment, management, salary, benefits, dismissal, and discipline of its employees. The Charter School is the public-school employer of all Charter School employees pursuant to the Educational Employment Relations Act. The Charter School agrees to comply with applicable federal

statutory and regulatory requirements for qualified teachers and paraprofessionals used for instructional support as set forth in federal and state law.

- h. If any Charter School staff are employees of a related corporation, as defined under the IRS Code, such employment relationship should be disclosed to the Charter School Governing Board at a public open session, and the Charter School must provide notice to the SDCOE of the employees and their positions.
- i. The Charter School shall provide, at the request of the SDCOE, SDCSS, or County Board, a copy of the Charter School's Employee Handbook (e.g. personnel and payroll policies) within a reasonable time. If the Charter School makes any changes to the Employee Handbook or other personnel policies, it will provide a copy to the SDCOE. The employee handbook must detail expectations for employee performance and behavior, due process rights of employees related to disciplinary actions (including termination), compensation and benefit information, and a description of both informal and formal complaint procedures that employees may pursue in the event of disagreements.

**(13) Financial Reporting**

a. **Budget**

- i. The Charter School shall submit the following financial reports to SDCOE in accordance with Education Code section 47604.33 using state approved SACS reporting forms:
  - 1) A preliminary budget on or before July 1 of each year.
  - 2) An LCAP and annual update on or before July 1 of each year.
  - 3) A first interim report on or before December 15 of each year.
  - 4) A second interim report on or before March 15 of each year.
  - 5) Unaudited Actuals report for the prior fiscal year, on or before September 15 of each year.

- ii. The preliminary budget and each of the reports mentioned in 13(a)(i) will contain the following financial documents:
  - 1) All key budget variables and assumptions, including revenue, expenditure, debt, beginning and ending balance variables shall be defined. Certificated and classified employee salary data, and health benefit plans and policies will be made available upon request.
  - 2) Local Control Funding Formula (LCFF) Calculator used for the reporting period.
  - 3) Multiyear Financial Projections including the current fiscal year and two (2) subsequent fiscal years.
  - 4) Cash Flow projections for all twelve (12) months of the current or proposed fiscal year.
  - 5) Copies of budget revisions shall be provided to the SDCOE within two (2) weeks of revision, upon approval by the Charter School's Board of Directors.
- iii. To the extent that it appears the Charter School builds or sustains reserves in excess of 30% of total expenditures, the Charter School shall provide detailed reporting of how it built such reserves while providing the educational program promised in the Charter, and its intended use, if requested by the SDCOE.
- iv. A copy of any revisions to Charter School budget guidelines, policies, and internal controls shall be provided to the SDCOE within four (4) weeks of adoption of revisions.
- v. The Charter School shall provide a copy of the budget guidelines, policies, and internal controls at the request of the authorizer.
- vi. The Charter School shall provide budget data required by this Section for its sole statutory member and all related contracting corporations as defined by the IRS Code.

b. **Cash Flow Data / Long Term Debt:**

- i. The Charter School shall notify SDCOE in writing, within fifteen (15) days of requesting additional funds, anytime the Charter School has to borrow money from any source to meet cash flow obligations or long-term debt obligations. This includes any time the Charter School sells its receivables.
  - ii. Financing documents shall be made available for SDCOE review.
- c. **Financial Data:**
  - i. Bank account reconciliations for the Charter School will be the responsibility of the Charter School.
- d. **Financial Audit:**
  - i. The Charter School's Governing Board will annually appoint an external fiscal auditor, subject to the approval of SDCOE. Said external fiscal auditor must be listed on the State Controller's Office website as approved to conduct such audits. The audit shall include, but not be limited to:
    - 1) An audit of the accuracy of the Charter School's financial statements;
    - 2) An audit of the Charter School's attendance accounting and revenue claims practices; and
    - 3) An audit of the Charter School's internal control practices.
  - ii. The Charter School shall provide a copy of the Charter School's Audited Financial Report to the SDCOE, the SDCSS, the State Controller, and the CDE by December 15 of each year.
  - iii. The Charter School's Executive Director will review any audit exceptions or deficiencies and report to the Charter School's Board with recommendations on how to resolve them.
  - iv. The Charter School's Representative will submit a report to the SDCSS describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the SDCSS along with an anticipated timeline for the same.

- v. Any disputes regarding the resolution of audit exceptions and deficiencies will be resolved through the process described in the Charter.
- vi. The Charter School shall, upon request by the SDCOE, present a report to the County Board on its fiscal solvency. This presentation shall be made at an agenda meeting of the County Board and the report shall include review of the Charter School's ADA, revenue, expenditures, debt, audit findings, and compliance with revenue-based programs and grants such as the National School Lunch Program and the Public Charter Schools Grant Program.

**(14) Programmatic Reporting:**

a. Instructional Materials

- i. A list of core instructional materials by grade and content will be maintained by the Charter School and shall be made available to the SDCOE within ten (10) business days of receipt of a written request from the SDCOE.

b. Calendar:

- i. The Charter School's calendar shall be submitted annually to the SDCOE for review and verification of compliance with instructional day and minutes requirements. Any calendar changes will be provided to the SDCOE by May 1 prior to the beginning of a new school year.

c. Other:

- i. The Charter School shall provide such other documents, data and reports as may be reasonably requested or required by the SDCOE.

**(ix) Fees for Oversight and Other Services:**

- (1) The Parties agree that the SDCOE will incur costs in connection with its performance of supervisory oversight of the Charter School as required by law, and that it is not in the best interests of either Party to require a mechanical assessment, accounting, and billing process to compensate the SDCOE for such costs.
- (2) The Parties agree that the actual cost of the SDCOE's supervisory oversight of the Charter School is one percent (1%) of all "Charter School revenue." The Charter School shall pay the County Board one percent

(1%) of its revenue to cover the actual cost of oversight. "Charter School revenue" means the amount received in the current fiscal year from the local control funding formula calculated pursuant to Education Code section 47613, or as modified by the Legislature. "Cost of supervisory oversight" includes, but is not limited to, costs incurred pursuant to Education Code section 47607.3.

- (3) The Charter School shall pay for separately purchased administrative or other services as defined within this MOU or as agreed upon separately.
- (4) The Charter School has the obligation to provide all administrative services necessary to operate the Charter School. The Charter School may provide these services directly or may contract with a third party to provide services, including the SDCOE. If the Charter School purchases administrative services from a third party other than the SDCOE it shall ensure that the SDCOE is able to access the Charter School's documents held by the third-party service provider.
- (5) Should the Charter School desire to purchase additional administrative or business services not included in this MOU from the SDCOE, the Charter School shall request administrative services in writing. If the Charter School requests administrative services from the SDCOE in writing, the Parties shall execute an administrative services contract delineating their agreement. Any such contract is incorporated by reference herein and shall govern the Parties' entire relationship with respect to the SDCOE's provision of administrative services.
- (6) If SDCOE applies for additional sources of funding in the form of grants and/or categorical funding at the request of and for the benefit of the Charter School, SDCOE will receive one percent (1%) of such funds at the time they are paid to the Charter School. Such funds shall not be considered revenue for purposes of the SDCOE's oversight fee.

(e) **Special Education and Related Services**

(i) **Legal Relationship**

The following provisions govern the application of special education to students of the Charter School:

- (1) It is the intent of the Parties that the Charter School shall be its own local educational agency ("LEA"), pursuant to California Education Code section 47641, subdivision (a). The Charter School has obtained membership as an independent LEA in the El Dorado SELPA ("SELPA"). The Charter School has provided the District with verifiable written assurances that they have been accepted to participate as an LEA in the SELPA.



- (2) The Charter School will serve as its own LEA for the purposes of special education, and as such, the Charter School is solely responsible, at its own expense, for ensuring that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in conformity with their individualized education programs and in compliance with the IDEA (20 U.S.C. § 1400 et seq.), its implementing regulations and all applicable state and federal law. (34 C.F.R. § 300.209(c); Ed. Code, § 47646(a).)

(ii) **Section 504 and ADA**

The Charter School shall comply with Section 504 of the Rehabilitation Act of 1973 (“Section 504”) and the Americans with Disabilities Act (“ADA”). The Charter School understands that it is solely responsible for its compliance with Section 504 and the ADA, at its own expense and that these are not special education services for which special education funds may be used.

(iii) **IDEA:**

The Charter School shall ensure that no student is denied enrollment on the basis of special education status or disability. The Charter School shall be solely and independently responsible for compliance with the Individuals with Disabilities in Education Act (“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 SDCOE solely operates as the chartering authority pursuant to the California Charter Schools Act.

(iv) **Program, Policies and Procedures:**

The Charter School must develop, adopt, and comply with policies and procedures regarding the identification, assessment, individualized education program (“IEP”) development, placement and provision of services to students with disabilities. The Charter School’s program, policies and procedures must in any case comply with SELPA policies and procedures and all applicable state and federal laws.

(v) **FAPE:**

Charter School shall ensure that a free appropriate public education (“FAPE”) is provided to all children with disabilities eligible for special education under the IDEA and enrolled or seeking to enroll in the Charter School, in accordance with state and federal legal mandates. The Charter School will ensure that an IEP is developed and implemented for each student enrolled in or seeking to enroll in the Charter School and eligible therefore, in accordance with state and federal legal mandates, and SELPA policies. The Charter School must make a full continuum of special education programs and related services available, and provide those programs and services to students eligible for such who are seeking to enroll or enrolled in the Charter School, as required by state and federal law

and students' respective IEP. The Charter School must make such services and placements available regardless of the type of instructional program or service delivery ordinarily or otherwise offered by the Charter School.

(vi) **Expertise and Responsibility of Charter School:**

The Charter School is responsible for the management of its special education budgets, personnel, programs and services. Charter School shall employ highly qualified, credentialed employees or contract with highly qualified third-party providers to provide all necessary and appropriate special education placement and services to its students. Those individuals shall understand, accept responsibility, and provide services for:

- (1) Child Find;
- (2) Interim Programs;
- (3) Referral;
- (4) Assessment;
- (5) Placement
- (6) Special Education Instruction;
- (7) Related Services;
- (8) Due process;
- (9) Discipline/manifestation determination;
- (10) Transportation.

(vii) **Contract for Services:**

The Charter School may contract with the SDCOE to provide any of these services, on a fee for service basis, pursuant to the fee schedule governing the assigned SELPA.

(viii) **Child Find ("Search and Serve" Notices):**

The Charter School must include a notice at the beginning of the year and at the semester in a publication to parents of Charter School students notifying them of the responsibility to "search and serve" students who need or are believed to need special education services.

(ix) **Pre-Referral Interventions:**

The Charter School must implement a process (e.g. a "Student Study Team") to monitor and guide referrals of general education students for special education evaluation and services, such that general education interventions, where appropriate, are utilized and exhausted before the Charter School refers the student for a special education evaluation. The Charter School understands that this process and any other interventions employed prior to a referral for special education evaluation are not a special education service.

(x) **Identification and Referral:**

The Charter School shall have responsibility to identify and refer students who have an actual or suspected disability to receive assessment for special education eligibility under the IDEA. The Charter School will maintain and implement policies and procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with federal law, California law, and SELPA policy. The Charter School shall be solely responsible for obtaining the cumulative files, prior and/or current IEPs and other special education information from the student's prior LEA. The Charter School acknowledges that under the IDEA, a child shall not be determined to be a child with a disability eligible for special education if the determinant factor for such determination is: (a) lack of appropriate instruction in reading, including in the essential components of reading instruction as referenced in the IDEA; (b) lack of instruction in math; or (c) limited English proficiency. (20 U.S.C. § 1414, subd. (b)(5)(A-C).)

(xi) **Assessments:**

The Charter School will conduct any and all necessary assessments to determine eligibility for special education programs and related services of students suspected of having qualifying disabilities and may seek assistance from SDCOE on a fee for service basis. If the Charter School concludes that there are suspected disabilities that warrant assessment, the school must develop an assessment plan, using SELPA forms, for each student with suspected disabilities within the fifteen (15) day timeline. The assessment plan will describe the types of assessments that may be used to determine the eligibility of students for special education instruction and services. Assessments will be conducted, within legal timelines, after receiving the parents' written consent. The Charter School shall conduct an IEP team meeting that includes required team members within mandated timelines for each student assessed to discuss results, determine eligibility and (if eligible) specify special education instruction and services. All decisions regarding eligibility, goals, program, placement, and exit from special education must be done through the IEP process according to federal and state timelines.

(xii) **Individualized Education Program (IEP):**

The Charter School shall be responsible for scheduling IEP meetings and having a designated Charter School administrator, Charter School general education teacher(s), any special education providers who is/are knowledgeable about the student's education program and parent(s) in attendance at all IEP meetings. Decisions regarding identification, determination or change in eligibility, areas of needs, goals/objectives, services, program, placement and exit from special education shall be made by the IEP team.

(xiii) **Forms, Reports and Records:**

The Charter School will maintain copies of assessments, IEP materials, and other special education records and reports for SDCOE review upon SDCOE's request pursuant to its general oversight obligations.

(xiv) **Implementation and Progress Reporting:**

The Charter School shall ensure that each Charter School student's IEP, and all services, accommodations, modifications, supports for instruction, goals and objectives, behavioral supports, data collection and progress reporting called for therein, are fully implemented, including by all Charter School staff who work with the student. The Charter School will ensure that the teachers and other persons who provide services to a student with disabilities are knowledgeable of the content of the student's IEP and implementing that IEP appropriately. The Charter School is responsible for monitoring and reporting progress towards IEP goals for the student with special needs at least in the same interval as progress is reported to general education students.

(xv) **Interim Placements for Students Transferring into the Charter School:**

For students transferring to the Charter School with IEPs, the Charter School shall provide the special education instruction and related services required and consistent with their IEPs upon enrollment. The Charter School acknowledges that it is obligated to implement the IEP the student transfers in with regardless of whether the level and types of services called for in that IEP are currently available or otherwise being provided at the Charter School. IEP team meetings for such students to develop an ongoing IEP will be held within thirty (30) days of the student's enrollment, in accordance with state and federal law.

(xvi) **Revocation of Consent:**

The Charter School will ensure that it receives a written revocation of consent from an eligible Charter School student's parent or guardian if, at any time subsequent to the initial provision of special education and related services to the student, the parent or guardian of that student wishes to withdraw that student from special education. Such revocation of consent for the continued provision of special education and related services must be in writing. Should a parent or guardian revoke consent to special education and related services in writing, the Charter School understands that the Charter School may not continue to provide special education and related services to the child after providing prior written notice to the parent in accordance with section 300.503 of the Title 34 of the Code of Federal Regulations.

(xvii) **Policies and Procedures:**

The Charter School shall obtain all SELPA policies, procedures and forms regarding special education. At least annually, the Charter School shall be responsible for reviewing the policies, procedures, and forms with all Charter School staff at a staff meeting, including explanation of any updates or revisions thereto. The Charter School shall be solely responsible for preparation of materials, for

conducting their staff review annually, and ensuring Charter School staff understands special education policies, procedures and forms.

(xviii) **Student Withdrawal from Charter School:**

As soon as practicable but within one (1) school day of any special education student's expulsion, withdrawal, or disenrollment from the Charter School for any reason during the school year, the Charter School shall notify the district of residence and the SDCOE's Director of Special Education of the student's name, date of expulsion, withdrawal or disenrollment, the reason for such separation, and the student's next school/LEA of attendance. The Charter School shall comply with Education Code section 47605(d)(3) in terms of providing notice of expulsion, withdrawal, or disenrollment of students who reside in other school districts. If the Charter School expels a special education student, it is obligated to pay any costs of that student's placement and services during the term of expulsion.

(xix) **Complaints:**

The Charter School shall address /respond to/investigate all complaints it receives involving special education. The Charter School shall notify the SDCOE in writing within two (2) business days of receiving any complaint, whether oral or in writing, regarding special education. Also, within two (2) business days of receiving any written complaints or concerns in any way to special education, the Charter School shall provide copies to the SDCOE's Director of Special Education, or designee.

(xx) **Due Process Hearings:**

The Charter School shall notify the SDCOE's Special Education Director of any due process proceedings filed against the Charter School under IDEA, and of any complaints to state or federal agencies relating to special education and/or students with qualifying disabilities within two (2) business days of receipt by the Charter School. The Charter School shall bear all financial responsibility and procure and provide its own legal representation for such due process proceedings and/or complaints. When the SDCOE or County Board is named as a party to a due process filing involving the Charter School, the SDCOE shall have the right to provide its own legal defense and/or representation, initially at its own expense, but it will be entitled to indemnification by Charter School as provided herein.

(xxi) **Student Discipline:**

Charter School acknowledges it is obligated to and will ensure that its student discipline procedures for suspension and expulsion of students with disabilities are in full compliance with state and federal law. Charter School understands and acknowledges that prior to imposing any discipline on a student with a disability that would constitute a change in placement, or prior to imposing such discipline on a student for whom the charter school has a basis of knowledge that the

student is a student with a disability, a manifestation determination must first be convened to determine whether the violative conduct was a manifestation of the student's disability or caused by a failure to implement the student's IEP or Section 504 Plan, as applicable.

(f) **Special Education Funding**

The Charter School shall comply with the funding model adopted by the assigned SELPA. Charter School shall only spend special education funds as allowed by law, and shall document that all state and federal special education funds are used for the sole purpose of providing special education instruction and/or services to identified students with disabilities. The Charter School assures the SDCOE that it understands how to properly expend and account for its use of special education funds.

(g) **Charter School Payment For Special Education Services Delivered to Students in Juvenile Court and Community Schools:**

For each student enrolled at the Charter School who subsequently attends or is enrolled at an SDCOE Juvenile Court and Community School (JCCS), on either a temporary or long-term basis, the Charter School shall owe SDCOE reimbursement for SDOE's actual special education costs incurred to provide special education services to that student, for the duration of that student's attendance at a JCCS.

During each fiscal year, on a quarterly basis, SDCOE shall calculate the Charter School's share of the special education costs for each Charter School student who has attended a JCCS during that quarter. This calculation shall include all students who were enrolled at the Charter School for any length of time immediately prior to attending a JCCS, regardless of home district. The Charter School shall pay SDCOE for the invoiced costs as set forth above, within 60 days of the date of said invoice. In the event that the COE and Charter School cannot agree as to the amount owed pursuant to the calculations, the matter shall be resolved pursuant to the dispute resolution provision in the Charter School's charter. However, the Charter School shall pay any undisputed amount based on the timelines prescribed in this section.

(h) **Additional Provisions**

(i) **Non-Assignment:**

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 advanced written consent of the other Party. Any assignment in violation of this provision shall be void.

(ii) **Enforceability:**

The Charter School understands and acknowledges that violations of any laws could subject its charter to revocation, pursuant to section 47607, subdivision (f). Charter School further understands that the County Board and the SDCSS, or designee, have the authority to compel compliance with this Agreement, in their

sole discretion. Should the County Board or SDCSS, or designee, determine that the Charter School has failed to comply with a condition of this agreement, or is violating or has violated law, SELPA policies, or any provision of this Agreement, the SDCOE may impose corrective action plans or utilize any of the other mechanisms it deems appropriate to enforce this Agreement and/or bring about proper conduct.

(iii) **Renewal.**

- (1) The Parties recognize that renewal of the Charter for subsequent terms will require consideration of academic performance and other criteria set forth in Education Code sections 47607, 47607.2 and/or 52052.
- (2) If the Charter School intends to apply for a renewal of its Charter, it must submit its petition in accordance with the Charter Schools Act.
- (3) The Charter School may not submit a petition for renewal more than twelve (12) months in advance of its current charter term end date.
- (4) The Charter School is designated as a Dashboard Alternative School Status (DASS), in which the Charter School serves a special student population.
- (5) Education Code Section 47607(c)(7) which states, Education Code sections 47607.2(a)(2) and 47607.2(b)(2), shall not apply to a charter school that is eligible for alternate methods for calculating the state and local indicators pursuant to Education Code Section 52064.5(d). In determining whether to grant a charter renewal for such a charter school, the chartering authority shall consider, in addition to the charter school's performance on the state and local indicators included in the evaluation rubrics adopted pursuant to Education Code Section 52064.5(c), the charter school's performance on alternative metrics applicable to the charter school based on the pupil population served. The chartering authority shall meet with the charter school during the first year of the charter school's term to mutually agree to discuss alternative metrics to be considered pursuant to this paragraph and shall notify the charter school of the alternative metrics to be used within 30 days of this meeting. The chartering authority may deny a charter renewal pursuant to this paragraph only upon making written findings, setting forth specific facts to support the findings, that the closure of the charter school is in the best interest of pupils.
- (6) The following will be used for renewal criteria for the Charter School:
  - a. Smarter Balanced Assessments Distance from Standard – English Language Arts (Students enrolled as of CBEDS) as reported on the California School Dashboard
    - i. The Charter School will meet this in one of two ways:

- 1) Exceed the county DASS schools average (charter and non-charter)
  - 2) Exceed the state DASS schools average (charter and non-charter)
- b. Smarter Balanced Assessments Distance from Standard – Mathematics (Students enrolled as of CBEDS), as reported on the California School Dashboard
- i. The Charter School will meet this in one of two ways:
    - 1) Exceed the county DASS schools average (charter and non-charter)
    - 2) Exceed the state DASS schools average (charter and non-charter)
- c. Smarter Balanced Assessments Proficiency Results – English Language Arts, as reported on the California Department of Education (CDE) CAASPP results website.
- i. The Charter School will meet this in one of two ways:
    - 1) Exceed the county DASS schools average (charter and non-charter)
    - 2) Exceed the state DASS schools average (charter and non-charter)
- d. Smarter Balanced Assessments Proficiency Results – Mathematics, as reported on the CDE CAASPP results website.
- i. The Charter School will meet this in one of two ways:
    - 1) Exceed the county DASS schools average (charter and non-charter)
    - 2) Exceed the state DASS schools average (charter and non-charter)
- e. Meet all Local Indicators on the California School Dashboard
- i. The Charter School will meet this by receiving a “Met” performance level on all Dashboard Local Indicators.
- f. Northwest Evaluation Association (NWEA) Measures of Academic Progress (MAP)



- i. The Charter School will meet this with an average of 60 percent or higher in Reading, Language Usage and Math schoolwide and by all significant student subgroups.
- g. DASS Graduation Rate as reported on the California School Dashboard
  - i. The Charter School will meet this in one of two ways:
    - 1) Exceed the county DASS schools average (charter and non-charter)
    - 2) Exceed the state DASS schools average (charter and non-charter)
- h. 1-Year Dropout Rate as reported through CDE DataQuest
  - i. The Charter School will meet this by maintaining a dropout rate of 5% or less
- i. Student Participation Rate (Attendance), as reported by the Charter School's attendance reporting
  - i. The Charter School will meet this by achieving 84% participation rate schoolwide and by significant student group.
- j. Suspension Rate Indicator as reported on the California School Dashboard
  - i. The Charter School will meet this by achieving a schoolwide suspension rate of 1.5% or less.
- k. Expulsion Rate as reported through CDE DataQuest
  - i. The Charter School will meet this by achieving a schoolwide expulsion rate of 1% or less.
- l. English Learner Progress Indicator as reported on the California School Dashboard
  - i. The Charter School will meet this in one of two ways:
    - 1) Exceed the county DASS schools average (charter and non-charter)
    - 2) Exceed the state DASS schools average (charter and non-charter)
- m. Student Confidence Survey as reported by the Charter School

- i. The Charter School will meet this by achieving 90% or higher on Confidence Survey of new students
- n. Student Safety Survey as reported by the Charter School through the Annual LCAP Engagement Survey.
  - i. The Charter School will meet this by achieving 90% or higher on Student Safety Survey.
- o. Parent Safety Survey as reported by the Charter School through the Annual LCAP Engagement Survey.
  - i. The Charter School will meet this by achieving 90% or higher on the Parent Safety Survey.
- p. Post-secondary Outcomes as measured by college enrollment, persistence and completion rates.
  - i. The Charter School will meet this in one of two ways:
    - 1) Meet or Exceed the county DASS schools' post-secondary outcomes (charter and non-charter)
    - 2) Meet or Exceed the state DASS schools' post-secondary outcomes (charter and non-charter)

(iv) **Notices.**

Any notice, documentation, and/or information required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, or received by e-mail, addressed as follows:

If to the County Board: County Superintendent of Schools  
 San Diego County Office of Education  
 Attn: Kristin Armatis, Sr. Director Charter School Services  
 6401 Linda Vista Rd,  
 San Diego, CA 92111

If to the Charter School: Wade Aschbrenner  
 Audeo Charter School II  
 3821 Plaza Drive, Suite 402  
 Oceanside, CA 92056

(v) **Material Revisions to Charter.**

Changes to the Charter that are material may not be made without the County Board's consideration and approval. Amendments to the Charter considered to be material include, but are not limited to, the following:

- (1) Substantial changes to the educational program (including the addition or deletion of an educational program), mission, or vision
- (2) Changing to (or adding) a non-classroom-based program, if originally approved as a classroom-based program
- (3) Proposed changes in enrollment that differs by more than twenty-five (25) percent +/- of the enrollment originally projected in the Charter, or as approved by the County Board
- (4) Addition or deletion of grades or grade levels to be served
- (5) Admissions preferences changes
- (6) Governance structure changes
- (7) Expansion of operations to one or more additional site
- (8) Change of Charter School's location and facilities
- (9) Change of Charter School's name

The replacement of the Charter School with any other non-profit corporation or 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.

(vi) **Severability.**

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

(vii) **Entire Agreement.**

This Agreement represents the entire Agreement and understandings of the Parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed, such Parties acting by their representatives being thereunto duly authorized.

**AUDEO CHARTER SCHOOL II**

Dated \_\_\_\_\_

By: \_\_\_\_\_  
Gregg Haggart, Chairman of the Board

Approved by the governing board of the Charter School on September 9, 2021.

Dated \_\_\_\_\_

By: \_\_\_\_\_  
Timothy Morton, Board Secretary,  
Audeo Charter School Corp.

**SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS**

Dated \_\_\_\_\_

By: \_\_\_\_\_  
San Diego County Superintendent of  
Schools