

Substantive Additions based on new Boilerplate

- Slimmed down version of assurances and affirmations (p.23):
- Element 3: If the Charter School does not test (i.e., STAR, CELDT, CAHSEE) with the District, the Charter School hereby grants authority to the state of California to provide a copy of all test results directly to the District as well as the Charter School. (WE DO THIS NOW)
- Element 4:
 - Larchmont Charter School and/or its non-profit corporation is a separate legal entity and will be solely responsible for the debts and obligations of the Charter School.
 - If an allegation of waste, fraud or abuse related to the Charter School operations is received by the District, the Charter School shall be expected to cooperate with any investigation undertaken by the District and/or the Office of the Inspector General, Investigations Unit.
- Element 5:
 - Larchmont Charter School believes that all persons are entitled to equal employment opportunity. Charter School shall not discriminate against qualified applicants or employees on the basis of race, color, religion, sex, gender identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, or any other characteristic protected by California or federal law. Equal employment opportunity shall be extended to all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and dismissal from employment.
 - Larchmont Charter School, its employees and officers will comply with the Family Educational Rights and Privacy Act (FERPA) at all times.
 - Larchmont Charter School shall require all employees of the Charter School, and all volunteers who will be performing services that are not under the direct supervision of a Charter School employee, and any onsite vendors having unsupervised contact with students to submit to criminal background checks and fingerprinting. Larchmont Charter School will maintain on file and available for inspection evidence that the Charter School has performed criminal background checks for all employees and documentation that vendors have conducted required criminal
- Element 7:

- As a recipient of federal funds, including federal Title I, Part A funds, Larchmont Charter School has agreed to meet all of the programmatic, fiscal and other regulatory requirements of the No Child Left Behind Act of 2001 (NCLB) and other applicable federal grant programs. Larchmont Charter School understands that it is a local educational agency [LEA] for purposes of federal compliance and reporting purposes. Larchmont Charter School agrees that it will keep and make available to the District any documentation necessary to demonstrate compliance with the requirements of NCLB and other applicable federal programs, including, but not limited to, documentation related to funding, required parental notifications, appropriate credentialing of teaching and paraprofessional staff, the implementation of Public School Choice and Supplemental Educational Services, where applicable, or any other mandated federal program requirement. The mandated requirements of NCLB, Title I, Part A include, but are not limited to, the following:
 - Notify parents at the beginning of each school year of their “right to know” the professional qualifications of their child’s classroom teacher including a timely notice to each individual parent that the parent’s child has been assigned, or taught for four or more consecutive weeks by, a teacher who is not highly qualified
 - Develop jointly with, and distribute to, parents of participating children, a school-parent compact
 - Hold an annual Title I meeting for parents of participating Title I students
 - Develop jointly with, agree on with, and distribute to, parents of participating children a written parent involvement policy
 - Submit biannual Consolidated Application to California Department of Education (CDE) requesting federal funds
 - Complete and submit Local Education Agency (LEA) Plan to CDE
 - Complete reform planning process with stakeholders and submit to CDE all appropriate documents for Title I schoolwide status, if applicable; otherwise, identify and maintain roster of eligible students for the Title I Targeted Assistance School Program
 - Maintain inventory of equipment purchased with categorical funds, where applicable
 - Maintain appropriate time-reporting documentation, including semi-annual certification and personnel activity report, for staff funded with categorical resources, where applicable
- The District receives neither average daily attendance allocations nor Court-ordered Integration Program cost reimbursements for charter school students. Instead, the District now receives the Targeted Instruction Improvement Grant (TIIG) for its Court-ordered Integration Program. The District retains sole discretion over the allocation of TIIG funding, where available, and cannot guarantee the availability of this Funding.

- Element 9

- Balance Reserves - Additionally, the charter will at all times maintain a funds balance (reserve) of its expenditures as required by section 15450, Title 5 of the California Code of Regulations.
- Special Education Revenue Adjustment/Payment for Services - In the event that the Charter School owes funds to the District for the provision of agreed upon or fee for service or special education services or as a result of the State's adjustment to allocation of special education revenues from the Charter School, the Charter School authorizes the District to deduct any and all of the in lieu property taxes that the Charter School otherwise would be eligible to receive under section 47635 of the Education Code to cover such owed amounts. The Charter School further understands and agrees that the District shall make appropriate deductions from the in lieu property tax amounts otherwise owed to the Charter School. Should this revenue stream be insufficient in any fiscal year to cover any such costs, the Charter School agrees that it will reimburse the District for the additional costs within forty-five (45) business days of being notified of the amounts owed.
- Audit and Inspection of Records
 - Charter School agrees to observe and abide by the following terms and conditions as a requirement for receiving and maintaining their charter authorization:
 - Charter School is subject to District oversight.
 - The District's statutory oversight responsibility continues throughout the life of the Charter and requires that it, among other things, monitors the fiscal condition of the Charter School.
 - The District is authorized to revoke this Charter for, among other reasons, the failure of the Charter School to meet generally accepted accounting principles or if it engages in fiscal mismanagement.
 - Accordingly, the District hereby reserves the right, pursuant to its oversight responsibility, to audit Charter School books, records, data, processes and procedures through the District Office of the Inspector General or other means. The audit may include, but is not limited to, the following areas:
 - Compliance with terms and conditions prescribed in the

- Charter agreement,
 - Internal controls, both financial and operational in nature,
 - The accuracy, recording and/or reporting of school financial information,
 - The school's debt structure,
 - Governance policies, procedures and history,
 - The recording and reporting of attendance data,
 - The school's enrollment process,
 - Compliance with safety plans and procedures, and
 - Compliance with applicable grant requirements.
- The Charter School shall cooperate fully with such audits and shall make available any and all records necessary for the performance of the audit upon 30 days notice to Charter School. When 30 days notice may defeat the purpose of the audit, the District may conduct the audit upon 24 hours notice.
- The Larchmont Charter School will develop and maintain internal fiscal control policies governing all financial activities.
- Element 10 - Charter School shall ensure the appropriate interim placement of students during and pending the completion of the Charter School's student expulsion process. If the student receives or is eligible for special education, the Charter School shall identify and provide special education programs and services at the appropriate interim educational placement, pending the completion of the expulsion process, to be coordinated with the LAUSD Support Unit, Division of Special Education.
 - Charter School shall utilize alternatives to suspension and expulsion with students who are truant, tardy, or otherwise absent from compulsory school activities.
 - If a student is expelled from the Charter School, the Charter School shall forward student records upon request of the receiving school district in a timely fashion. Charter School shall also submit an expulsion packet to the Innovation and Charter Schools Division immediately or as soon as practically possible, containing:
 1. pupil's last known address
 2. a copy of the cumulative record
 3. transcript of grades or report card
 4. health information
 5. documentation of the expulsion proceeding, including specific facts supporting the expulsion
 6. student's current educational placement
 7. copy of parental notice expulsion

8. copy of documentation of expulsion provided to parent stating reason for expulsion, term of expulsion, rehabilitation plan, reinstatement notice with eligibility date and instructions for providing proof of student's compliance for reinstatement, appeal process and options for enrollment.
9. if the Student is eligible for Special Education, the Charter School must provide documentation related to expulsion pursuant to IDEA including conducting a manifestation determination IEP prior to expulsion. If the student is eligible for Section 504 Accommodations, the Charter School must provide evidence that it convened a Link Determination meeting to address two questions: A) Was the misconduct caused by, or directly and substantially related to the students disability: B) Was the misconduct a direct result of the Charter's failure to implement 504 Plan?
 - Outcome Data - Charter School shall maintain all data involving placement, tracking, and monitoring of student suspensions, expulsions, and reinstatements, and make such outcome data readily available to the District upon request.
 - Gun Free Schools Act: The Charter School shall comply with the federal Gun Free Schools Act.

- Element 13

Leave and return rights for union-represented employees who accept employment with the charter school will be administered in accordance with applicable collective bargaining agreements between the employee's union and the District and also in accordance with any applicable judicial rulings.

- Element 14

The staff and governing board members of [Charter School] agree to resolve any claim, controversy or dispute arising out of or relating to the Charter agreement between the District and Larchmont Charter School, except any controversy or claim that is in any way related to revocation of this Charter, ("Dispute") pursuant to the terms of this Element 14.

- Element 16 – Revised Closure Procedures to include the following:

- a. The written notification will also include information on assistance in transferring each student to another appropriate school, and a process for the transfer of all student records. The charter school will provide the District with original cumulative files pursuant to District policy for all students both active and inactive at the charter school. Parents will be provided with a copy of their child's cumulative records from the charter school.
- b. The process for transferring student records to the receiving schools shall

- be in accordance with LAUSD procedures for students moving from one school to another as indicated above.
- c. Parents will also be provided with student information that includes closure notice, a copy of their child's cumulative record which will include grade reports, discipline records, immunization records, completed coursework, credits that meet graduation requirements and a transcript, and State testing results.
 - d. The charter school will prepare an electronic master list of all students to the Innovation and Charter Schools Division. This list will include the student's identification number, Statewide Student Identifier (SSID), birthdate, grade, full name, address, home school, enrollment date, exit code, exit date . If the Charter School closure occurs before the end of the school year, the list should also indicate the name of the school that each student is transferring to, if known.
 - e. The original cumulative files should be organized for District pick up in two categories: active students and inactive students. The ICSD will coordinate with the Charter School for the pickup of the student records.
 - f. The charter school must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.
 - g. The Charter school will provide to the ICSD a copy of student attendance records, teacher grade books, school payroll records, and Title I records (if applicable)
3. Written notification to LAUSD of the list of returning students and their home schools, to be made within 72 hours of the determination of the Closure Action.
 4. Transfer of student records to the receiving schools, within seven calendar days from the determination of an Action to Close.
 5. Written notification to the California Department of Education, the Los Angeles County Office of Education, and the Special Education Local Planning Area (SELPA) in which the Charter School participates, of the Closure Action shall be made by Larchmont Charter School by registered mail within 72 hours of the decision to Closure Action. Charter School shall provide a copy of these correspondences to the ICSD.
 12. The Charter School shall provide LAUSD within fourteen (14) calendar days of closure action prior written notice of any outstanding payments to staff and the method by which the school will make the payments.
 13. The Charter School will within fourteen (14) calendar days of closure action contact the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), and the Los Angeles County office of Education and

follow their procedures for dissolving contracts and reporting. Copy the LAUSD on all correspondence.

14. Prior to final closure, the Charter School shall do all of the following on behalf of the school's employees, and anything else required by applicable law:
 - a. File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines.
 - b. File the Federal Notice of Discontinuance with the Department of Treasury (Treasury Form 63).
 - c. Make final federal tax payments (employee taxes, etc.)
 - d. File the final withholding tax return (Treasury Form 165).
 - e. File the final return with the IRS (Form 990 and Schedule).

- District Owned Facilities

District-Owned Facilities: If Charter School is using LAUSD facilities as of the date of the submittal of this charter petition or takes occupancy of LAUSD facilities prior to the approval of this charter petition, Charter School shall execute an agreement provided by LAUSD for the use of the LAUSD facilities as a condition of the approval of the charter petition. If at any time after the approval of this charter petition Charter School will occupy and use any LAUSD facilities, Charter School shall execute an agreement provided by LAUSD for the use of LAUSD facilities prior to occupancy and commencing use. Charter School agrees that occupancy and use of LAUSD facilities shall be in compliance with applicable laws and LAUSD policies for the operation and maintenance of LAUSD facilities and furnishings and equipment.

The use agreements provided by LAUSD for LAUSD facilities shall contain terms and conditions addressing issues such as, but not limited to, the following:

- Use. Charter School will be restricted to using the LAUSD facilities for the operation of a public school providing educational instruction to public school students consistent with the terms of the charter petition and incidental related uses. LAUSD shall have the right to inspect LAUSD facilities upon reasonable notice to Charter School.
- Furnishings and Equipment. LAUSD shall retain ownership of any furnishings and equipment, including technology, (“F&E”) that it provides to Charter School for use. Charter School, at its sole cost and expense, shall provide maintenance and other services for the good and safe operation of the F&E.
- Leasing; Licensing. Use of the LAUSD facilities by any person or entity other than Charter School shall be administered by LAUSD. The parties may agree to an alternative arrangement in the use agreement.
- Minimum Payments or Charges to be Paid to LAUSD Arising From the Facilities.

- (i) Pro Rata Share. LAUSD shall collect and Charter School shall pay a Pro Rata Share for facilities costs as provided in the Charter School Act of 1992 and its regulations. The parties may agree to an alternative arrangement regarding facilities costs in the use agreement; and
 - (ii) Taxes; Assessments. Generally, Charter School shall pay any assessment or fee imposed upon or levied on the LAUSD facilities that it is occupying or Charter School's legal or equitable interest created by the use agreement.
- Maintenance & Operations Services. In the event LAUSD agrees to allow Charter School to perform any of the operation and maintenance services, LAUSD shall have the right to inspect the LAUSD facilities and the costs incurred in such inspection shall be paid by Charter School.
 - (i) Co-Location. If Charter School is co-locating or sharing the LAUSD facilities with another user, LAUSD shall provide the operations and maintenance services for the LAUSD facilities and Charter School shall pay the Pro Rata Share. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such in the use agreement.
 - (ii) Sole Occupant. If Charter School is a sole occupant of LAUSD facilities, LAUSD shall allow the Charter School, at its sole cost and expense, to provide some operations and maintenance services for the LAUSD facilities in accordance with applicable laws and LAUSD's policies on operations and maintenance services for facilities and F&E. NOTWITHSTANDING THE FOREGOING, LAUSD shall provide all services for regulatory inspections, which as the owner of the real property is required to submit, and deferred maintenance and Charter School shall pay LAUSD for the cost and expense of providing those services. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such services in the use agreement.
- Real Property Insurance. Prior to occupancy, Charter School shall satisfy those requirements to participate in LAUSD's property insurance or, if Charter School is the sole occupant of LAUSD facilities, obtain and maintain separate property insurance for the LAUSD facilities. Charter School shall not have the option of obtaining and maintaining separate property insurance for the LAUSD facility IF Charter School is co-locating or sharing the LAUSD facility with another user.