

FIRST AMENDED MEMORANDUM OF UNDERSTANDING

Oversight, Financial and Operational Memorandum of Understanding Between the Santa Clara County Office of Education and Bullis Charter School

I. GUIDING PRINCIPLES OF THIS MEMORANDUM OF UNDERSTANDING:

- *The Santa Clara County Board of Education (SCCBOE), Santa Clara County Office of Education (collectively "SCCOE"), and SCCBOE-authorized charter schools strive to have a partnership that exemplifies best practices with respect to the authorizer-charter relationship.*
- *This First Amended Memorandum of Understanding ("MOU") is an oversight and operational agreement that outlines and defines the Parties' respective operational and reporting responsibilities.*
- *This MOU is aligned with the letter and intent of the California Charter Schools Act: accountability and oversight with minimal bureaucracy, with the primary intent to clarify the monitoring and oversight expectations and responsibilities and clarify Bullis Charter School operations and obligations.*
- *On June 2, 2016, the SCCBOE approved the renewal for Bullis Charter School for a term through and including June 30, 2022.*
- *By approving the charter petition, the SCCOE assumes the oversight of the Charter School in accordance with the Charter Schools Act. The requirements outlined in this MOU allow the SCCOE to effectively oversee charter schools.*
- *The Charter School is operated by The Bullis-Purissima Elementary School, a nonprofit public benefit corporation formed and operated pursuant to California law, and all obligations imposed herein on the Charter School are equally imposed on the nonprofit corporation.*
- *SCCOE and its authorized charter schools recognize that not all requirements governing charter school-charter authorizer relations, reporting, and oversight are memorialized herein, and therefore, the parties to this MOU agree that they are bound by and will comply with applicable provisions of the Education Code, and all other applicable statutes, rules and regulations in addressing any matters not specifically addressed in the Charter and/or this MOU.*
- *The Parties entered into the initial version of this MOU on or about May 7, 2018, and now, at the request of the SCCOE, the Parties agree to amend this MOU effective as of January 1, 2020, in order to modify admission preferences otherwise authorized by the Charter, in light of the SCCOE's position regarding recent legislative changes to the Charter Schools Act. All references herein to the "MOU" shall mean this First Amended Memorandum of Understanding, which shall replace and supersede the prior version in its entirety.*

II. INCORPORATION OF GUIDING PRINCIPLES

The Guiding Principles set forth above are incorporated herein and made part of this MOU.

III. PARTIES

This MOU constitutes an agreement between the SCCOE and **The Bullis-Purissima Elementary School**, a California non-profit public benefit corporation operating Bullis Charter School ("Charter School" or "Bullis"). SCCOE and Bullis are collectively referred to herein as the "Parties."

IV. BACKGROUND

The SCCBOE has approved a district-wide charter petition from Bullis pursuant to the terms of the Charter Schools Act of 1992 ("Charter School Act") (Education Code §47600 *et seq.*). Pursuant to Education Code §47607, The Bullis-Purissima Elementary School submitted a Charter Renewal petition for Bullis Charter School on June 1, 2016. This MOU is intended to outline the Parties' agreements governing their respective fiscal, operational, and administrative responsibilities, their legal relationship, and other matters not otherwise addressed or resolved by the terms of the Charter.

V. TERM

This MOU shall commence on the date upon which it is fully executed by the duly authorized representatives of the parties and shall stay in effect throughout the current term of the Charter School's Charter, which runs through and including June 30, 2022. This MOU may be reviewed annually, and may be amended or augmented by addendum at any time upon mutual written agreement executed by duly authorized representatives of both SCCOE and Bullis. The future renewal of the Charter School's Charter will depend in part on the Charter School's compliance with applicable law. Further, the term of this MOU shall continue in full force and effect during the period of any renewal granted by the SCCBOE or during the pendency of an appeal of a denial of a renewal request unless and until such time as the Parties enter into a replacement MOU or specifically agree in writing that this MOU is terminated.

VI. INCORPORATION INTO CHARTER

This MOU is incorporated into the Charter and made a part thereof as if set forth in full in the Charter. A violation of the MOU shall constitute a violation of the Charter, including for purposes of Education Code Section 47607 controlling charter revocation. In the event of a conflict between the law and the terms of this MOU, the law shall prevail, and any such conflicting terms shall be revised by mutual agreement of the parties or severed from this MOU and nullified. In the event of a conflict between the Charter and this MOU, the terms of the Charter shall prevail.

VII. INTERPRETATION OF TERMS

Throughout this MOU and the Charter and any attachments, exhibits, and/or appendices thereto, any time that the Charter School indicates that it will follow the requirements of a particular Section of the Education Code or other law, it means that the Charter School will comply with these laws in the same manner as required for California noncharter public schools, except where otherwise specified.

VIII. RESPONSIBILITIES OF THE PARTIES

A. The Role of the SCCOE in Overseeing the Charter School

The SCCBOE believes that charter schools provide an opportunity to implement accountability-based school-level reform, support innovation which improves student learning, and provide choice for parents. In order to ensure the effectiveness of this effort, SCCOE will perform oversight functions mandated by state law.

Annually, staff from SCCOE who perform monitoring functions over approved charter schools and representatives of SCCOE-approved charter schools will meet to refine and/or improve monitoring processes and objectives.

For regular charter school monitoring, SCCOE staff will endeavor not to make any untimely or last minute special requests.

Monitoring visits will be made once or twice a year by the SCCOE to the Charter School. The Charter School will make available during these visits any and all documents and information requested by SCCOE that are disclosable under applicable law, in order to permit SCCOE to fulfill its oversight responsibility, either in hard copy or electronically as SCCOE may reasonably request. The Charter School will host the SCCOE in its monitoring visits and work to be as helpful as possible as the SCCOE fulfills its statutorily mandated monitoring duties.

In accordance with Education Code Section 47604.3, the Charter School shall promptly respond to all reasonable inquiries by the SCCOE. The Charter School agrees to permit the SCCOE to inspect and receive copies of all records relating to the operation of the Charter School to the extent it applies to charter schools. The Charter School is subject to the California Public Records Act (CPRA), however, the SCCOE's right to inspect and receive records is not based on the CPRA, but rather on the SCCOE's oversight role.

In accordance with Education Code Section 47607(a)(1), the Charter School acknowledges that the SCCOE may inspect or observe any part of the Charter School at any time. As a courtesy, SCCOE will endeavor to provide advance notice when SCCOE determines that doing so does not limit or negatively impact its ability to carry out its oversight functions and will endeavor to comply with Charter School's visitor policies (which the charter school imposes for the health and safety of staff/students, i.e. signing in, wearing a badge, being subject to removal for violent or disruptive conduct) when SCCOE determines that doing so does not limit or negatively impact its ability to carry out its oversight functions.

B. The Charter School's Responsibilities

It shall be the Charter School's duty and obligation, at the Charter School's expense and cost and under the directive of the Charter School's governing body, to manage, operate, and administer the Charter School. The Parties agree that, at all times, the Charter School remains accountable and subject to the oversight of the SCCOE as provided in the Charter Schools Act, the Charter Petition, and this MOU as appropriate and consistent with applicable state laws.

1. Funding Sources

The Charter School will receive funding from the State directly. External resources of the Charter School will be considered in the Charter School's financial records upon receipt. Funding shortfalls will be the responsibility of the Charter School; however, any debt issuance by or on behalf of the Charter School must be reported to the SCCOE staff assigned for fiscal review and monitoring, including financial details and conditions of such debt.

The Charter School is fully responsible for collecting the funding entitlement generated from in lieu of property taxes directly from its sponsoring local educational agency and/or the district(s) in which the student(s) attending the Charter School reside, and for providing sufficient support documentation to such entity(ies) to ensure the accuracy of the tax billing.

2. Supervisory Oversight Fee

The SCCOE may charge for the actual cost of supervisory oversight of the Charter School, up to any maximum permitted by law (currently described and limited in Education Code Section 47613). The Charter School acknowledges that the SCCOE's actual costs in conducting its oversight obligations will meet or exceed the maximum percentage permitted by law and the SCCOE shall not be required to submit documentation of its actual oversight costs.

3. Other Services Fees

The Charter School may opt to contract with the SCCOE for additional services for a fee, including Financial Services, STRS Enrollment and Report Preparation, Library Resources, Payroll Processing, Professional Development, Program Evaluation, School Plan, and Special Education Services. Whether to provide such services upon request shall be in the SCCOE's sole discretion. The SCCOE will invoice the Charter School for the cost of general oversight and for any additional services on a quarterly basis.

4. Special Education

The Charter School shall comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973 ("Section 504"), the Americans with Disabilities Act of 1992 ("Americans with Disabilities Act"), and the Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq.* "IDEA").

Absent agreement of the parties to the contrary, the Charter School shall be solely responsible, at its own expense, for compliance with Section 504 and the Americans with Disabilities Act with respect to eligible students. Should the Charter School be unable to provide the services necessary to comply with the requirements of Section 504 and/or the Americans with Disabilities Act, the Charter School may request that the SCCOE provide the necessary services at a cost to be negotiated between the SCCOE and the Charter School separate from this MOU and subject to agreement by SCCOE in SCCOE's sole discretion.

SCCOE is responsible for the hiring, training, and employment of site staff necessary to provide special education services to Charter School's students. For purposes of the provision of special education services, the Charter School is deemed a public school of SCCOE. Any change in the Charter School's status (from a school of a local educational agency to a local educational agency SELPA member) for purposes of special education shall require written notification to

the SCCOE a year and a day preceding the change (SELPA Policy 14.1) and as described in this paragraph. The change to become its own LEA shall only be effective at the start of a fiscal year. The Charter School may apply to any Special Education Local Plan Area (SELPA) in the state to operate as a local educational agency within the SELPA. By February 1, or soon thereafter as reasonably feasible, of the fiscal year preceding the fiscal year in which it desires to become its own LEA, the Charter School must provide the SCCOE with verifiable written assurances that Charter School has been accepted to and will participate in a SELPA approved by the State Board of Education in accordance with Education Code Section 47641(a).

At any time that Charter School becomes its own LEA for the purposes of special education, the SCCOE shall have no further responsibility for the coordination or provision of special education services to Charter School students, regardless of school district or county of residence of such students, and Charter School shall be exclusively responsible for the coordination and provision of special education services to Charter School students and for any and all other obligations of a school or school district relative to services for students with special needs. If the Charter School submits the required notice, is accepted to a SELPA and timely submits the required evidence, the Charter School shall be designated as a local educational agency within that SELPA for the following school year. Otherwise, the Charter School shall be designated as a public school of the SCCOE for purposes of compliance with the IDEA.

So long as Bullis remains a school of SCCOE for special education purposes, the SCCOE shall retain authority to review the Charter School's special education files, records, service delivery records and actual practices, attend IEP meetings, attend SST meetings, and review minutes and documents from all such meetings. The Charter School shall notify SCCOE in writing reasonably in advance of each upcoming IEP meeting to allow SCCOE to attend. Whenever possible, the Charter School shall consult with relevant SCCOE team members' schedules prior to setting IEP dates.

So long as Bullis remains a school of SCCOE for special education purposes, the Charter School is designated a public school of the SCCOE for the purposes of special education services and funding, and the following apply:

- a. The Charter School shall adhere to the policies, procedures and other requirements of the Local Plan for Special Education and of the SCCOE regarding the provision of services to students with exceptional needs.
- b. The special education staffing ratios provided by SCCOE at the Charter School will meet or exceed those used by SCCOE.
- c. The Charter School will cooperate with SCCOE to implement the programs and services, including providing related services, required by the IEPs of the students enrolled in the Charter School, at the Charter School's own expense, utilizing state and federal funds allocated to the Charter School. SCCOE shall either directly employ or contract for any credentialed or licensed service provider personnel necessary to provide special education services to students at the Charter School. With mutual agreement, the Charter School may provide services utilizing its own staff or by hiring or contracting with credentialed or licensed service providers through private agencies or independent contractors at the Charter School's sole expense. The Charter School shall provide reasonable notice to SCCOE when requesting appropriate staffing support.

- d. Should SCCOE provide administrative and/or other support services, including but not limited to specialized academic instruction, speech and language therapy, psychological services, occupational therapy, and/or physical therapy to Charter School related to compliance with the IDEA, Charter School shall pay for such services at SCCOE's hourly or per diem rates as charged by SCCOE's special education department. Any Charter School concerns regarding SCCOE employees shall be directed to the attention of a SCCOE special education administrator.
- e. The SCCOE shall obtain state and federal special education funding allocated for Charter School students through the SELPA. Once obtained, the SCCOE will pass on all applicable state and federal special education funding to the SELPA, and the Charter School shall submit to the SCCOE special education office and/or SELPA invoices for special education expenses incurred by the Charter School. At the end of the fiscal year, the SCCOE shall obtain from the SELPA any remaining special education funds attributable to the Charter School and shall pass on those remaining funds less any payments due to the SCCOE for services provided to the Charter School. Should there not be enough remaining special education funds to cover all costs owed by the Charter School to the SCCOE, the Charter School shall remit payment within thirty (30) days of receipt of an invoice from the SCCOE.
- f. The Charter School shall ensure at all times that it directly employs, for no less than .4 FTE, an administrator to oversee its special education program and the Charter School's coordination with SCCOE. The administrator's duties include meeting regularly with special education staff operating at the Charter School to ensure all aspects of student IEPs are followed, attending all IEP meetings, communicating with SCCOE about requests for assessment, ensuring compliance with statutory timelines concerning special education, and generally overseeing the day-to-day operations of the special education program. The Charter School's special education administrator does not have oversight of SCCOE special education personnel or contractors operating at the Charter School site.
- g. SCCOE shall ensure that its special education personnel or contracted personnel operating at the Charter School are appropriately credentialed, licensed, or on waiver consistent with California laws and regulations. SCCOE shall ensure at all times that it directly employs at least one (1) special education teacher with a mild/moderate credential to oversee the provision of special education and related services as necessary to entitle the Charter School to receive apportionment pursuant to California Education Code Section 47612.5(e). Should any student who requires moderate/severe services seek admittance, Charter School shall promptly notify SCCOE. The Charter School and SCCOE shall collaborate to ensure moderate/severe services are available to the student, either by hiring an employee with a moderate/severe credential or by offering an alternative placement at the Charter School's sole expense. In no event shall any student with a disability be turned away or denied admission to Charter School because Charter School does not have an employee(s) with the appropriate credential to provide services to the student.
- h. The Charter School shall be responsible for all costs incurred in the provision of special education services in excess of special education funding allocated for Charter School student through the SELPA, as part of the equitable share it contributes pursuant to Section 4i of this MOU. These costs may include, but are not limited to, assessments, placements, (including placements in SCCOE operated programs and

nonpublic school placements), related services as defined by the IDEA, complaints, due process hearings, and attorney's fees.

- i. Pursuant to California Education Code Section 47646(c), the Charter School shall contribute an equitable share of resources for SELPA-wide special education expenditures toward the operation of the SELPA Administrative Unit. These SELPA Administrative Unit charges are calculated annually by the SELPA and charged by the SELPA on a per unit of average daily attendance basis.
- j. SCCOE is responsible for all school site implementation of IEP services. The Charter School shall work with the SCCOE to arrange and notice IEP meetings, as required by law. The Charter School shall work with the SCCOE to ensure that each IEP meeting includes all legally required members, including a representative of the Charter School and a general education teacher of the student with exceptional needs, in accordance with the IDEA. The required members of an IEP team may include, but are not limited to: the parent/guardian; the student, if appropriate, the Principal, at least one special education teacher, a general education teacher who is familiar with the curriculum appropriate to that student, if the student is, or may be, participating in the general education environment, current service provider(s), and, if the child was recently assessed, the individual who conducted the assessment or who is qualified to interpret the assessment results. SCCOE shall provide an administrative designee to attend each triennial IEP, and a SCCOE administrator will be made available to attend other IEPs upon reasonable and timely request from the Charter School. In the event a SCCOE administrator is unavailable to attend either in person or by phone, the Charter School has the authority to designate an administrator for the IEP meeting. The SCCOE shall collaborate with the Charter School to ensure appropriate documentation of the IEP process and ensure compliance with all parent and student rights. The Charter School will use SCCOE/SELPA forms to develop, maintain, and review assessments and IEPs in the format required by the SCCOE/SELPA and in accordance with the SCCOE/SELPA policies and procedures. Decisions regarding eligibility, goals/objectives, program, placement, services, and exit from special education shall be the decision of the IEP team. The full continuum of services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the SCCOE and of the Local Plan for Special Education. Any services required by the student's IEP shall be provided by SCCOE or its contractors, at the sole expense of the Charter School, unless the Charter School has elected to hire or contract for the service directly.
- k. The SCCOE may initiate due process hearings if the SCCOE determines that such action is legally necessary to ensure compliance with federal and state special education laws and regulations. Both the SCCOE and the Charter School shall be named in due process proceedings and any appeals. If a parent or guardian initiates a due process hearing but fails to name both agencies, the SCCOE and the Charter School, the named agency will join the other without objection. If the parent or guardian fails to name the Charter School and the administrative law judge fails to join the Charter School, any liability of the SCCOE, (programmatic as well as financial) shall be discharged in accordance with obligations defined by this MOU. The Charter School shall be solely responsible for any prospective special education and related services, compensatory education, reimbursement, and/or attorney's fees awarded by a due process hearing officer, or court for any time period a student was

enrolled in the Charter School. The SCCOE and the Charter School will work in good faith to attempt to resolve the matter at an early stage. If the SCCOE determines that legal representation is needed during due process proceedings and any other legal proceedings or actions involving special education, the SCCOE's legal counsel may jointly represent the SCCOE and the Charter School unless it is determined that there is a conflict of interest. In this case, the cost of said legal counsel shall be equally shared by the SCCOE and the Charter School. If the Charter School objects to the joint representation and retains its own legal representation for a due process proceeding or action, the Charter School will be solely responsible for the cost of such legal representation.

- l. The County Superintendent of Schools or designee shall represent the Charter School's special education interests and needs as it represents the needs of all schools in the SCCOE at all SELPA meetings. The SCCOE shall communicate to the Charter School relevant special education issues, including SELPA decisions and policies, in the same way that it communicates such information to all other schools in the SCCOE. SCCOE and/or SELPA information and training opportunities regarding special education shall be available and publicized to Charter School staff to the same extent that such information and opportunities are available and publicized to site staff at all other schools in the SCCOE. The Charter School commits to attend at least three trainings per year presented by the SCCOE to review special education fundamentals, legal requirements, and best practices. The SCCOE shall provide the Charter School staff the opportunity to represent their school at committee meetings of the SELPA to the same extent that such opportunities are available to the SCCOE site staff.
- m. The Charter School shall be solely responsible for the identification and referral of students who have or may be suspected of having exceptional needs that qualify them to receive special education services to meet its Child Find Obligation under the IDEA. The Charter School shall collaborate with SCCOE and follow the SCCOE policies and procedures to ensure identification and referral of students who have, or may be suspecting of having, such exceptional needs. These policies and procedures will accord with applicable state and federal laws and regulations. The Charter School shall collaborate with SCCOE to determine which special education assessments are necessary, including assessments for all referred students, annual assessments and triennial assessments, in accordance with the SCCOE's general practices and procedures, and applicable laws and regulations. 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. The Charter School will make decisions regarding eligibility, goals, program, placement, and exit from special education through the IEP process according to federal state, and SCCOE timelines. The Charter School will promptly notify SCCOE of any parent/guardian requests for independent educational evaluations ("IEE"), and respond to IEE requests in collaboration with SCCOE. Any IEEs granted by the Charter School will be solely funded by the Charter School.
- n. The Charter School will ensure that it makes the necessary adjustments to comply with the mandates of state and federal laws, including the IDEA and Section 504, regarding discipline of students with disabilities. Discipline procedures will include

positive behavioral interventions. Prior to recommending expulsion and/or prior to the eleventh day of consecutive suspension or a change of placement pursuant to 34 CFR Section 300.536, for a student with a disability, the Charter School will convene a manifestation determination IEP or Section 504 meeting. The Charter School will collect data pertaining to the number of students with disabilities who are suspended or expelled.

- o. The Charter School is solely responsible for obtaining the cumulative files, prior and/or current IEPs and other special education information for any student enrolling from a non-SCCOE operated program. The SCCOE shall ensure that the Charter School receives notification and relevant files of all students with an existing IEP who transfer to the Charter School from an SCCOE operated program.
- p. The Charter School will develop, maintain and implement policies and procedures to ensure that all parents/guardians are fully informed of their rights and those families of students with exceptional needs are given copies of the document, *Special Education Rights of Parents and Children: Notice of Procedural Safeguards* (Revised January 2009). The link for this document is <http://www.cde.ca.gov/sp/se/qa/documents/pseng.doc>.

5. Data Reporting

a. Average Daily Attendance (ADA)

The Charter School shall develop an attendance-reporting calendar and maintain an attendance system to record and account for student attendance and average daily attendance (ADA), which meets the requirements of the law. ADA is the total number of actual apportionment student days of attendance divided by the number of school days to determine the amount of revenue that is generated. "Attendance" shall mean the attendance of the Charter School pupils while engaged in educational activities required of them by the Charter School, as defined in Section 11960 of Title 5 of the California Code of Regulations and other applicable law. The Charter School shall report its ADA summary figures to the SCCOE on a monthly basis, and the SCCOE will report the ADA data to the California Department of Education (CDE) as required to enable the Charter School to receive the funding specified in this MOU. Monthly reports are due from the Charter School two weeks after the school month ending date. The Charter School shall provide SCCOE with the district-of-residence for all enrolled students.

Reporting Requirements
Month 1 – ADA summary report
20 Day Attendance Report (only applicable to schools that are new or adding one or more grade levels)
Month 2 – ADA summary report
Month 3 – ADA summary report
Month 4 – ADA summary report
P-1 ADA Report
Month 5 – ADA summary report
Month 6 – ADA summary report
Month 7 – ADA summary report
Month 8 – ADA summary report
P-2 ADA Report
Month 9 – ADA summary report
Month 10 – ADA summary report

Month 11 – ADA summary report
P-Annual ADA Report

The Charter School shall make available for SCCOE review and audit all supporting attendance documents, including approved weekly site-based attendance sheets, and evidence of contact made with parents or guardians when students are absent from school, e.g. parent contact logs, absence notes, phone logs, etc., as requested.

b. Enrollment

The Charter School has obtained a CDS code number from the CDE and shall complete and submit enrollment and other necessary demographic information to the SCCOE, to the California Longitudinal Pupil Achievement Data System (CALPADS), and to the California Basic Education Data System (CBEDS) consistent with State timelines and requirements.

c. Recruitment and Enrollment

The Charter School's recruitment and enrollment processes shall be as described in its Charter. The Charter School shall maintain on its website instructions for applying and information on the public random drawing and enrollment processes, including all pertinent dates and deadlines, and hardcopies of all such instructions and information shall be provided upon request. Any procedures used to verify student residency must comply with state and federal law, and must not discriminate against students or prospective students based on disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, or any other characteristic protected by law, or association with persons with any of these characteristics.

d. Reporting to Public Agencies

The Charter School shall submit to the SCCOE a copy of all reports or other documents that the Charter School is required to submit to the State or other public agency in the State, including, but not limited to:

- 1) P-1 Attendance Report to be submitted to the State each January 15th and reflecting attendance through the last full school month ending prior to December 31;
- 2) P-2 Attendance Report to be submitted to the State each May 1st and reflecting attendance through the last full school month ending prior to April 15;
- 3) Annual P-3 Attendance Report to be submitted to the State each July 15th and reflecting the entire fiscal year's attendance (July 1 – June 30).

Such reports will be submitted to the SCCOE concurrently with submittal to the State or other public agency.

e. **Notification to SCCOE Regarding Governing Body Composition**

The Charter School shall annually (on or before July 1) send to the SCCOE a list of its directors and officers. The SCCOE shall be provided with notice of any change in the composition of these directors or officers within 10 business days.

f. **School Calendar and Schedules**

The Charter School shall provide to SCCOE by July 1 of each year the school calendar and bell schedule for the following school year, including calculation of instructional minutes. If summer school, extended day or intersession is offered, the Charter School shall provide calendars and bell schedules for such programs.

g. **Performance Assessments**

The Charter School shall forward results, excepting individual student results, from all statewide assessments, to the SCCOE promptly upon receipt by the Charter School, but in no event later than thirty (30) days after such receipt, except that results of the California English Learner Development Test ("CELDT") shall be submitted to the SCCOE no later than two (2) weeks after receipt of test results.

h. **Annual Report to the Santa Clara County Board of Education**

The Charter School shall post the School Accountability Report Card (SARC) to its website by February 1st and submit an electronic copy of the SARC to the SCCOE's Charter Schools Department. The Charter School will also provide an Annual Report presentation to the SCCBOE inclusive of the template of topics identified by the SCCOE, which will be provided to the Charter School in writing no later than 30 days before the presentation date. The SCCBOE-approved charter schools will provide input and suggestions on template topics as desired.

6. **Employee Retirement Systems**

The Charter School has elected to allow qualified full-time employees to participate in the California State Teachers' Retirement System (STRS), the Charter School shall indicate if it chooses to use the SCCOE fee-for-service option to prepare service credit and remittance reports to be transmitted to SCCOE District Business Advisory Services (DBAS). DBAS will in turn process and transmit to STRS required information and remittances. If however, the Charter School elects to develop the required reports for submittal to SCCOE DBAS, it shall indicate in writing this decision. Further, in a separate agreement, the Charter School may elect to have SCCOE DBAS journal voucher transfers of required remittances to STRS. SCCOE DBAS will provide appropriate back-up documentation to verify amounts remitted. The Charter School has elected to have other employees participate in the federal social security system and, the Charter School shall be responsible for the monthly remittance directly to the plan.

7. **Governance Structure, Board Agendas and Minutes**

The SCCBOE shall be entitled to a single representative on the board of directors of the nonprofit public benefit corporation and the SCCBOE or its designee, at its discretion, shall appoint the SCCBOE representative, but it will be within the SCCBOE or designee's sole

discretion whether or not to appoint such a representative at any time. Further, any SCCBOE representative shall be a full, voting member of the corporate board of directors and the corporate Bylaws shall not include any restrictions or limitations on the authority of any SCCBOE representative except the Bylaws may specify that the SCCBOE representative may not serve as an officer of the corporation. Should the SCCBOE exercise its option to appoint a representative, the Charter School/Corporation may choose to expand the number of directors by one in order to maintain an odd number of directors. Notwithstanding any conflict in the corporate Articles of Incorporation or Bylaws or the law controlling non-profit corporations, all business of the Charter School and its Board of Directors shall comply with all laws controlling charter schools and the Charter School, its Board of Directors, administrators, managers and employees, and any other committees of the school, shall comply with all applicable federal and state laws and nonprofit integrity standards regarding ethics and conflicts of interest, and all provisions of law generally applicable to "charter" agencies, including, but not limited to the Public Records Act (Government Code section 6250 *et seq.*), the Political Reform Act of 1974 (Gov. Code Section 81000 *et seq.*), the Brown Act (Government Code sections 54950 *et seq.*), and any attendant regulations as they may be amended from time to time, and any other applicable conflict of interest prohibitions, including prohibitions applicable to California non-profit corporations.

The Charter School has adopted the Fair Political Practices Commission's Model Conflict of Interest Code, pursuant to California Code of Regulations, title 2, Section 18739, including the formal designation of reporters and reporting categories and the forms to be filed thereunder, and shall review, revise and maintain that Code as current throughout the term of the Charter, and shall provide a copy of that Conflict of Interest Code and the documentation of Board action adopting it (and any revisions thereto) to the SCCOE by September 1, 2017, in addition to its code reviewing body, and require all affected Charter School officers, employees, representatives, consultants, and governing board members to comply therewith.

By September 1, 2017, the Charter School Board shall adopt the rules and policies necessary to implement the provisions of Government Code Section 1126 at the Charter School.

Although otherwise exempt, the Charter School shall comply with the provisions of Education Code Section 52176(b) for the establishment and operation of an English Language Advisory Committee (ELAC). If Bullis meets the criteria set forth in Education Code Section 52176(a) for the establishment of a District English Language Advisory Committee (DELAC), it shall also establish a DELAC.

Should the provisions of the Charter or this MOU conflict with the policies, practices, or terms of any collective bargaining agreement or other agreement of the Charter School, the provisions of the Charter and this MOU shall prevail.

The Board of Directors and the Charter School administration shall undergo training regarding conflict of interest, specifically including the PRA and the Brown Act on an annual basis throughout the term of the Charter. The training shall be conducted by an individual or entity with demonstrated or professional knowledge and expertise in the law, regulations, and rules governing conflicts of interests, specifically including the PRA and the Brown Act. Any new Board member or new Executive Director shall undergo such training within 90 days of taking the position with the Charter School or as soon as practicable.

The Charter Board, and all other “legislative bodies” of the Charter School, as that term is defined in the Brown Act, shall hold meetings only in accordance with the requirements of the Brown Act, including, but not limited to, the agenda posting requirements, including concurrent posting on the Charter School’s website. All approved meeting minutes will be posted on the Charter School’s website.

On or before September 1, 2017, the Bylaws shall be revised as necessary to prohibit any actions, including those described as “self-dealing transactions” or “acceptable transactions,” which would violate the Brown Act and/or the Political Reform Act.

8. Admissions Applications

In order for students to be included in the public random drawing for admission to the Charter School (if a public random drawing is necessary), families must submit an application that includes only the student’s name, grade, birthdate, and contact information for the family, including address, the current school that the student may attend, and whether a sibling attends the Charter School and information necessary for consideration of any other admission preference in order to establish whether the student is entitled to admission preference. The admission application submitted prior to any public random drawing and before a student is offered a space at the Charter School shall specifically be limited only to the above-listed general information and in no event shall any application/registration/enrollment materials that are requested or required prior to the student being offered a place at the Charter School include any information concerning any protected characteristic of the student or his/her parent/guardian, including, but not limited to, mental or physical disability or current or prior eligibility for services pursuant to the IDEA or Section 504.

9. Admission Priorities and Preferences

The Charter specifies admission preferences to be used in the event that there are more applicants than places for students at the Charter School in any year. The admission priorities specified in the Charter have been approved by the SCCBOE in accordance with Education Code Section 47605(e)(2)(B), and those preferences may not be amended or deviated from without prior approval of a material revision to the Charter by the SCCBOE in accordance with the procedures specified in Education Code Sections 47605 and 47607, except as provided herein. The SCCOE believes that in light of recent legislation, it must require that the Charter School suspend the geographic preference formerly applied to students residing within the former Bullis-Purissima attendance area for the remainder of the current term of the Charter, and instructs Bullis to implement that suspension. Bullis agrees to fully suspend that geographic preference in all instances, and to not reinstitute or implement that preference without the explicit approval of the SCCOE or the SCCBOE. In light of this suspension, the approved admission preferences are as follows beginning for enrollment for the 2020-2021 school year, applied in the following order, notwithstanding the preferences set forth in the Charter:

1. Siblings of Bullis Charter School students who reside within the boundaries of the Los Altos School District.
2. Children of Bullis staff members who reside within the boundaries of the Los Altos School District.
3. Children who reside within the boundaries of the Los Altos School District.

4. Siblings of Bullis Charter School students who reside outside the boundaries of the Los Altos School District but within California.
5. Children of Bullis staff members who reside outside the boundaries of the Los Altos School District but within California.
6. All other applicants who reside within California.

10. Dispute Resolution

As specified in the Charter, the dispute resolution provision set forth therein was only a starting point for discussion, and is replaced in its entirety by this section of this MOU.

Disputes Between the SCCOE and the Charter School

The Charter School and the SCCOE will always attempt to resolve any disputes between them amicably and reasonably without resorting to formal procedures. All timelines and procedures in this section may be revised upon mutual written agreement of authorized representatives of the SCCOE and the Charter School.

If either the Charter School or SCCOE determines that a violation of the Charter or MOU or any other applicable law may have occurred or a problem has arisen related to the operation of the Charter School and/or the SCCOE's oversight obligations, or a dispute otherwise arises between the SCCOE and the Charter School, the following procedures shall be followed to resolve the dispute:

- (1) Should either party determine in writing that the violation or issue in question constitutes a severe and imminent threat to the health or safety of the pupils, it shall not be bound by any portion of this dispute resolution process and the SCCOE may commence revocation proceedings immediately in accordance with Education Code Section 47607 and its implementing regulations, or take action as it deems necessary.
- (2) In the event that the SCCOE believes that the dispute relates to an issue that could lead to revocation of the Charter under Education Code Section 46707, participation in the dispute resolution procedures outlined herein shall not be interpreted to impede or act as a pre-requisite to the SCCOE's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations. Rather, the SCCOE may choose, in its sole discretion, to proceed directly with the revocation procedures as set forth in Education Code Section 47607 and its implementing regulations or may choose to participate in all or part of the dispute resolution procedures set forth below.
- (3) If the violation or issue in question does not constitute a severe and imminent threat and the SCCOE has not decided to commence revocation procedures without following this dispute resolution procedure, either party will provide written notification of the violation or issue ("the Dispute Statement") and refer the issue to the SCCOE Superintendent and Charter School Regional Director, or their respective designees. The date that this written notice is provided or sent shall be the "Notice Date." Upon issuance of the Dispute Statement, a meeting will be scheduled to discuss and possibly resolve the dispute. Both parties must have representatives present at this meeting and the meeting shall be held within five (5) calendar days after the Notice Date, or as mutually agreed upon by both parties. The SCCOE

representative at the meeting will be the Superintendent or the Superintendent's designee, and the Charter School representative will be the Charter School's Regional Director or Regional Director's designee. If the dispute is not resolved at this meeting, or in strict accordance with any plan for resolution agreed upon at this meeting, the parties may proceed to step 4 or take any other action they deem appropriate in response to the dispute.

- (4) If the dispute is not resolved in accordance with the procedures through Step 3, either Party will have been deemed to have exhausted the administrative remedies within the Charter and this MOU and may pursue any alternative legal options for resolution, including, the SCCOE may commence revocation of the Charter and/or other appropriate action in accordance with Education Code Section 47607 or applicable law.

Internal Disputes

The Charter School will utilize their internal dispute resolution process as stated in the petition.

The SCCOE will refer all disputes or complaints it receives not related to a possible violation of the Charter, the MOU or law or the SCCOE's oversight obligations to the Charter School's Superintendent or designee for resolution according to the Charter School's internal dispute resolution process. Should the SCCOE receive a complaint regarding the Charter School that is referred to the Charter School for investigation and/or resolution, the Charter School shall provide the SCCOE with updates regarding the Charter School's investigation and resolution of the matter upon request from SCCOE and upon resolution of the complaint or issue. In the event that the Charter School's adopted policies and processes fail to resolve the dispute, the SCCOE agrees not to intervene in the dispute without the consent of the Charter School's Board unless the matter relates to a possible violation of the Charter the MOU or law or to the operation of the Charter School or the SCCOE's oversight obligations.

11. Budget and Finance

The Charter School is required to fully comply with California Education Code section 47604.33. This includes preparing and submitting annually all required reports on or before the respective due date, along with any appropriate supporting documentation (i.e. Assumptions, FCMAT LCFF Calculator, and any other information SCCOE as the Chartering Authority might request for review purposes). The adopted budget, interim reports, and unaudited actuals reports shall be certified and submitted using the SACS or Alternative Form format and must be approved by the Charter School's governing board at its next regularly-scheduled board meeting.

In addition to the statutorily required reports listed above, SCCOE as the Authorizer requires additional information to be submitted, by LEA, as part of its ongoing fiscal monitoring.

- Monthly by the 20th day of each month –Complete bank statements with details of checks and deposits (can be a printout of the ledger), if funds are not held by the Santa Clara County Treasurer.
- Monthly by the 20th day of each month – Reconciliation report of the monthly bank statements.
- Monthly by the 20th day of each month – Financial system-generated balance sheet.
- At Budget and Interim Reporting Period Periods – Cash-flow projections for the

subsequent 12 months.

For a list of fiscal reports required to be submitted by SCCOE-authorized Charter Schools, please refer to **Exhibit 1**. As the Charter School's authorizing and oversight agency, SCCOE is entitled to and may request any additional documentation from the Charter School that SCCOE deems necessary for or helpful to conduct a thorough review and analysis of the financial reports (e.g. a general ledger detail, trial balance, evidence of enrollment, copies of contracts, etc.). Nothing in this MOU, including Exhibit 1, shall serve as a limitation on SCCOE's authority to require additional information or documentation from the Charter School, including, but not limited to, SCCOE's authority pursuant to Education Code Section 47604.3.

a. Year-End Closure Policies and Procedures

By January 15, 2018, the Charter School shall submit to SCCOE its Board-adopted, detailed, written year-end closing policies and procedures over the Charter School's financial records, which shall be revised as necessary to be satisfactory to the County Superintendent or designee. Further, the Charter School may not revise its year-end closing policies and procedures without prior approval from the County Superintendent or designee. The Charter School's year-end closing policies and procedures shall include all of the following:

- Designation by title/job duties of all personnel involved in the process.
- A year-end closing checklist to be followed for closing out financial records by August 30 following the end of each fiscal year, which checklist shall follow Generally Accepted Accounting Principles for booking all necessary accruals and/or estimates of accruals.
- Specification that the Charter School's accounting records shall be closed out and no further adjustments made to those records no later than two months after the end of the fiscal year.
- Specification that no adjustments to the financial records may be made by the Charter School following submission of the Unaudited Actuals to SCCOE for review and submission to the California Department of Education, and at the time of submission to SCCOE that all necessary adjustments for the fiscal year must be reflected in the Charter School's financial records. From the time of that submission to SCCOE to the submission of the Charter School's audit report to external parties, the only adjustments to the financial records that are permitted are those proposed by the external audit engagement team after completion of the audit team's fieldwork.

b. Cash Flow and Reserve

Bullis Charter School shall, at all times, maintain a reserve of four percent or greater of expenditures in each respective fiscal year.

c. Banking Arrangements

The Charter School will reconcile the ledger(s) with its bank accounts or accounts in the County Treasury on a monthly basis and prepare a balance sheet. A cash flow statement will be submitted using the same time frame as the SCCOE. The Charter School will deposit all funds received as soon as practical upon receipt. A petty cash fund, not to exceed five hundred dollars (\$500), may be established with an appropriate ledger to be reconciled quarterly.

d. Property Inventory

The Charter School's Executive Director or designee shall establish and maintain an inventory of all Charter School non-consumable goods and equipment according to a policy established by the Charter School's governing board that shall comport with all relevant statutory requirements.

e. Payroll

The Charter School or its business services provider will prepare payroll checks, tax and retirement withholdings, tax statements and perform other payroll support functions. The Charter School's Executive Director or designee and the Charter School's business service manager will review payroll statements monthly to ensure that (1) the salaries are consistent with staff contracts and personnel policies and (2) the proper tax, retirement, disability, and other withholdings have been deducted and forwarded to the appropriate authority. All staff expense reimbursements will be on checks separate from payroll checks.

12. Employee Qualifications

a. Flexibility

In utilizing the "flexibility" referenced in Education Code Section 47605(l), the Charter School takes full and complete responsibility for the application of "flexibility" regarding teacher credentialing requirements and its interpretation of that terminology as used in Education Code Section 47605(l), including any impacts its use of such "flexibility" may have on the Charter School's funding, and the insurance and indemnification provisions of this MOU shall apply with full force and effect to protect the SCCOE from any and all potential claims or liabilities that may arise from the application of "flexibility" in credential requirements for non-core, non-college preparatory classes at the Charter School.

b. Business Services

The Charter School shall engage the services of a Business/Financial Professional to carry out the business and fiscal functions of the Charter School. Such services may be provided either by an employee of the Charter School or by a consultant (or consultant group) hired by the Charter School.

c. Americans with Disabilities Act/Fair Employment and Housing Act Compliance

The Charter School shall comply fully with all laws prohibiting discrimination in employment, including discrimination on the basis of physical or mental disability, including, but not limited to, the Americans with Disabilities Act and the California Fair Employment and Housing Act. ("FEHA"). While the Charter purports to summarize the process the Charter School will follow in considering whether to provide employees with accommodations, that discussion is incomplete and/or inaccurate, and the Charter School shall at all times fully comply with the requirements of the Americans with Disabilities Act and FEHA, including reasonable accommodation and the interactive process, and the requirements of those laws shall supersede any contrary information in the Charter. Further, on or before June 1, 2017, the Charter School shall consult with human resources and/or legal counsel experts in the areas of Americans with

Disabilities Act and FEHA compliance in order to ensure that the Charter School's practices comport with the law and make any necessary modifications.

13. Health and Safety Procedures

The Charter describes documentation that all employees must submit prior to the first day of employment, including what is referred to as the "I-9 Proof of American citizenship form." The required I-9 form, however, is the Employment Eligibility Verification form, and potential employees of the Charter School are not required to prove that they are American citizens, but, rather that they are legally eligible to work in the United States.

14. Audit

The annual independent audit of the Charter School required by Education Code Section 47605, subdivision (b)(5)(I) and (m) shall be performed. Any findings, recommendations, or deficiencies shall be reported to the SCCOE and resolved pursuant to the terms of the Charter, and the Charter School agrees to resolve outstanding issues from the audit prior to completion of the auditor's final report. The Charter School shall immediately forward a copy of the audit to the SCCOE upon receipt of the final audit findings in accordance with state timelines.

The auditor will verify the accuracy of the Charter School's financial statements, attendance and enrollment, accounting practices, revenue-related data collection and reporting practices and will review the Charter School's internal controls. The audit will include a review of ADA as reported by the Charter School. Moreover, the audits will address whether the Charter School's money is being handled responsibly and that its financial statements conform to generally accepted accounting principles.

In the case that the Charter School either does not pay for or have an independent audit completed within one month of the applicable timelines, the SCCOE, may, at its option, pay for an audit to be completed and invoice the Charter School for the expense, which shall be immediately due and payable, or subtract such payment from any funds due to the Charter School.

Further, the SCCBOE shall have the right to request or conduct an audit at any time of the year. The cost for such audit shall be borne by the SCCOE.

15. Insurance

No coverage shall be provided to the Bullis by the SCCOE, including self-insured programs or commercial insurance policies. In the event the Charter School adds locations (which may only be done through an approved material revision to its Charter), each Charter School location shall meet the below insurance requirements individually. It shall continue to be the Bullis' responsibility, not the SCCOE's, to monitor its vendors, contractors, partners, or sponsors for compliance with the insurance requirements.

Bullis shall purchase and maintain in full force and effect at all times during the term of this MOU and/or its Charter insurance in amounts and types and subject to the terms approved by the SCCOE's risk manager and as specified below. Bullis' obligations to acquire and maintain insurance as provided in this section of the MOU shall survive the revocation, expiration, termination, or cancellation of this MOU or the Charter or any other act or event that would end

Bullis' right to operate as a charter school pursuant to its Charter or cause Bullis to cease operations until Bullis has fully complied with the Closure Protocol set forth in its Charter and/or this MOU and any additional closure procedures required by law, regulation, or required by the California Department of Education.

Without limiting this MOU or the Charter and/or the defense, indemnity, and hold-harmless obligations of Bullis, throughout the life of the Charter, Bullis shall obtain, pay for, and maintain in full force and effect insurance policies issued by an insurer or insurers admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A or A-VII" by A.M. Best Insurance Rating Guide, or, in the case of self-insurance, with a California Joint Powers Authority, a memorandum or memoranda of coverage providing coverage as follows:

COMMERCIAL GENERAL LIABILITY insurance and/or coverage, which shall include coverage for: "bodily injury," "property damage," "advertising injury," and "personal injury," including, but not limited to, coverage for products and completed operations, with combined single limits of not less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate. This coverage will be on an occurrence basis. Additionally, Excess Liability coverage shall be procured in the amount of \$15,000,000 per occurrence.

- A. General Liability Insurance Endorsement Negligence Related to **Sexual Abuse or Molestation** providing coverage for allegations of wrongful acts or negligence should an injury occur as a result of sexual abuse with liability coverage of \$15,000,000 per occurrence. Such insurance must include coverage for sexual abuse perpetrated by a student, students in supervised internship program, employed school psychologists and counselors, employee, officer or director, business invitee, volunteer or representative, and agent for whose conduct the insured entity is responsible.
- B. General Liability Insurance Endorsement Negligence Related to **Corporal Punishment** providing coverage for allegations of wrongful acts or negligence should an injury occur as a result of corporal punishment. Such coverage shall provide for defense with liability coverage of \$15,000,000 per occurrence. Such insurance must include coverage for corporal punishment perpetrated by a student in supervised internship program, employed school psychologists and counselors, employee, officer or director, business invitee, volunteer or representative, and agent for whose conduct the insured entity is responsible.

EMPLOYEE BENEFITS LIABILITY insurance and/or coverage which shall include coverage for errors and omissions in the administration of an employee benefit program. Such coverage shall be in an amount not less than \$ 1,000,000 per occurrence and \$1,000,000 in the aggregate.

PROPERTY insurance and/or coverage, which shall include: (a) coverage for real property on an "all risk" basis with full replacement cost coverage and code upgrade coverage, (b) Fire Legal Liability, to protect against liability for portions of premises leased or rented, and (c) Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of the Charter School. If any

SCCOE property is leased, rented or borrowed, it shall also be insured by Bullis in the same manner as (a), (b), and (c) above.

COMMERCIAL AUTO LIABILITY insurance and/or coverage, which shall include coverage for owned, non-owned, and hired autos, with bodily injury and property damage liability limits not less than \$5,000,000 per person and per occurrence.

WORKER'S COMPENSATION insurance and/or coverage, as required by applicable law, with not less than statutory limits.

ERRORS AND OMISSIONS insurance and/or coverage providing coverage for educators' legal liability and error and omissions in an amount not less than \$1,000,000 per "claim" with an aggregate policy limit of \$15,000,000.

FIDELITY BOND coverage shall be maintained by Bullis to cover all Bullis employees who handle, process or otherwise have responsibility for Bullis funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$1,000,000 per occurrence.

All of the insurance and/or coverage required by the foregoing provisions of this MOU shall: (a) be endorsed to name the SCCOE, the SCCBOE, the County Superintendent, SCCBOE members, officers, SCCBOE or Superintendent appointed groups, committees, boards, and any other SCCBOE or Superintendent appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors, and assigns (collectively hereinafter the "SCCOE and the SCCOE Personnel") as additional insureds; (b) shall be primary insurance, and any insurance and/or self-insurance or coverage maintained by the SCCOE and/or by the SCCOE Personnel shall be in excess of Bullis' insurance and/or coverage required by the foregoing provisions of this MOU and shall not contribute with the primary insurance and/or coverage to be provided by Bullis; (c) shall be on an "occurrence" basis rather than a "claims made" basis, excepting only educators' legal liability and errors and omissions insurance and/or coverage, which shall be on a "claims made" basis; and (d) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of liability set forth in the applicable policy or memorandum of coverage.

In the event the Charter suspends, rescinds, voids, cancels, reduces in coverage or in limits, or options not to renew, or materially changes for any reason the policy(ies) of insurance and/or memorandum of coverage required by the foregoing provisions of this MOU, the Charter shall, simultaneously notify the insurance company and, by certified mail (return receipt requested), the SCCOE.

In addition Bullis shall also provide the SCCOE with five (5) days' written notice, by certified mail, return receipt requested, of the suspension, recession, voiding, cancellation, reduction in coverage or limits, non-renewal, or material change for any reason, of any policy of insurance or memorandum of coverage required by the foregoing provisions of this MOU.

If at any time any policy of insurance or memorandum of coverage required by the foregoing provisions of this MOU is suspended, rescinded, voided, canceled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, Bullis shall cease operations until such policy of insurance and/or memorandum of coverage is restored or replacement coverage is

obtained, and if the required insurance and/or coverage is not restored within two (2) business days, the SCCOE may evoke its options under Education Code 47607.

The acceptance by the SCCOE of the insurance and/or coverage required by the foregoing provisions of this MOU shall in no way limit the liability or responsibility of Bullis or of any insurer or joint powers authority to the SCCOE.

Each policy of insurance and/or memorandum of coverage required by the foregoing provisions of this MOU shall be endorsed to state that all rights of subrogation against the SCCOE and/or the SCCOE Personnel are waived.

VERIFICATION OF COVERAGE

Bullis shall provide to the SCCOE duplicate originals of each policy of insurance and/or each memorandum of coverage required by the foregoing provisions of this MOU, including all declarations, forms, and endorsements, which shall be received and approved by the SCCOE risk manager within thirty (30) days of the approval of this MOU and by July 1 and/or January 7 of each year thereafter, and at any other time that a policy of insurance and/or memorandum of coverage is changed and at any other time a request is made by the SCCOE for such documents. The duplicate originals and original endorsements required by this provision shall be signed by a person authorized by the insurer and/or joint powers authority to bind coverage on its behalf. The procuring of such insurance and/or coverage or the delivery of copy of the originals and endorsements evidencing the same shall in no way be construed as a limitation of the obligation(s) of Bullis to defend, indemnify, and hold harmless the SCCOE and the SCCOE Personnel.

DEDUCTIBLES AND LIMITS OF LIABILITY

The limits of liability applicable to the policies of insurance and/or memoranda of coverage required by the foregoing provisions of this MOU shall not reduce or limit the obligation(s) of Bullis to defend, indemnify, and hold harmless the SCCOE and the SCCOE Personnel.

The limits of liability applicable to the policies of liability insurance and/or memoranda of coverage in place of liability insurance required by the foregoing provisions of this MOU shall not be reduced by or apply to defense costs or attorney's fees incurred to defend against covered claims.

Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverages required by the foregoing provisions of this MOU must be declared to and approved by the SCCOE.

Bullis shall promptly respond to all inquiries from the SCCOE regarding any claims against Bullis and/or any obligation of Bullis under the foregoing provisions of this MOU.

16. Indemnification

To the fullest extent permitted by law, Bullis School agrees to promptly, fully and completely indemnify, defend through counsel reasonably acceptable to SCCOE and hold harmless the SCCOE, the SCCBOE, the County Superintendent and each of their members, officers, SCCBOE appointed groups, committees, boards, and any other SCCBOE or Superintendent

appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors, and assigns ("Indemnitees") from and against any and all claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities of whatever nature or kind, including, but not limited to, attorney's fees and litigation costs, that in any way arise out of or relate to any actual or alleged act or omission on the part of Bullis and/or on the part of the board of directors, officers, board appointed groups, committees, boards, and any other Bullis appointed body, and administrators, employees, attorneys, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns of Bullis in any way related to the performance of and/or to the failure to perform in whole or in part any obligation under this MOU and/or in any way related to the operation or operations of Bullis or of any other facility, program, or activity, including but not limited to Bullis' compliance with all requirements of state and federal law relative to the provision of services to students with special needs and free appropriate public education.

The obligations of Bullis to defend the SCCOE and the other Indemnitees identified herein is not contingent upon there being an acknowledgement of or a determination of the merit of any claim, demand, action, cause of action, or suit, and those obligations will be deemed to be triggered immediately upon the assertion of any claim, demands, actions, cause of action, or suit within the scope of this paragraph. However, nothing in this paragraph shall be constructed to obligate Bullis to indemnify Indemnitees for any claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities resulting from an Indemnitee's sole negligence or from an Indemnitee's willful misconduct where such sole negligence or willful misconduct has been adjudged by the final and binding findings of a court of competent jurisdiction; except, in instances where the sole negligence or willful misconduct of an Indemnitee accounts for only part of the loss(es) involved, the indemnity obligations of Bullis shall be for that portion of the loss(es) not due to the sole negligence or the willful misconduct of such Indemnitee(s).

Bullis further specifies that its indemnification, defense, and hold harmless obligations pursuant to this MOU extend to indemnify, defend, and hold the SCCOE Indemnitees harmless from any and all financial obligations in the event of an unbalanced budget.

Bullis' obligation to indemnify, defend, and hold harmless the SCCOE Indemnitees, as set forth in this section of the Charter, shall survive the revocation, expiration, termination, or cancellation of this MOU or the Charter School's Charter or any other act or event that would end Bullis' right to operate as a charter school pursuant to its Charter or cause Bullis to cease operations.

Pursuant to Education Code Section 47604(c), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school, or for claims arising from the performance of acts, errors, or omissions by the charter school, if the authorizing entity has complied with all oversight responsibilities required by law.

The Charter School shall at all times be operated by or as a nonprofit public benefit corporation. Nothing in this paragraph shall serve to reduce or excuse Bullis' obligations to obtain and maintain the insurance required by this MOU and/or its obligation to indemnify, defend, and hold harmless the SCCOE Indemnitees, as set forth in this MOU.

17. Litigation

The Charter School shall notify the SCCOE of any litigation or legal action taken by any party against the Charter School or any employee in his or her capacity as employee of the Charter School, including any Special Education complaint, or due process hearing within 30 calendar days of the Charter School's receiving said notice.

18. School Name

The Charter School shall be known as **Bullis Charter School**. The Charter School may not change its name, nor operate under any other name, without the prior express written approval of the SCCOE.

19. Free Schools

The Charter School shall at all times comply with the terms and requirements of the free schools guarantee of the California Constitution, Article IX, Section 5, Education Code Section 49010-49013, Government Code Section 905, and California Code of Regulations, Title 5, Section 350, in all aspects of the Charter School program. Under no circumstances shall any student be adversely impacted, in any manner, in admission, registration, offers of course credit or educational activities for financial reasons, including without limitation a failure to make a financial contribution of any kind or for failure to make donations of goods or services, including in-kind or volunteer services, to the Charter School, nor shall any course credit or privileges related to Charter School education activities be provided in exchange for money or donations of goods or services, including in-kind and/or volunteer services. Any and all volunteer policies, documents, or other communications requesting or encouraging parents/guardians to volunteer shall clearly specify that any such volunteering is purely optional and not required as a condition of admission, continued enrollment, or any other privilege offered by the Charter School. Any complaints alleging unlawful pupil fees shall be processed by the Charter School in accordance with Education Code Section 49013 and the Uniform Complaint Procedures.

20. Dismissal from Charter School

Compliance with the procedures for expulsion set forth in the Charter shall be the only processes for the Charter School to involuntarily dismiss, remove, or otherwise exclude a student who attends the Charter School from further attendance at the Charter School for any reason, including but not limited to, disciplinary and academic causes. Revisions to the causes or procedures for suspension or expulsion beyond those necessary to comport with current laws as applicable to charter schools or to reflect changes in Education Code Section 48900 *et seq.* shall constitute a material revision to the Charter.

Students expelled from any school for the offenses listed in Education Code Section 48915(a) or 48915(c) shall not be permitted to enroll in the Charter School during the period of their expulsion.

The Charter specifies that Bullis Charter School shall immediately notify SCCOE and coordinate the procedures for disciplining any student with a disability who is suspended for more than 10 days in a school year.

21. Transportation

Transportation to and from school is the sole responsibility of the families who choose to attend the Charter School, except as voluntarily offered by the Charter School or as required by law, including, but not necessarily limited to, the IDEA and the McKinney-Vento Homeless Education Assistance Act.

22. Closure Procedures

In addition to the procedures specified in the Charter, the Charter School shall comply with all of the requirements of California Code of Regulations, Title 5, Sections 11962 and 11962.1 and any other applicable legal requirements for closure of a charter school and the following requirements. The closure procedures set forth in the Charter and in this section of this MOU shall be collectively referred to as the "Closure Protocol." The official action by the Charter School's Board documenting the closure of the school for any reason will be referred to as the "Closure Action." In the case of any conflict between the closure procedures described in the Charter and those described in this MOU, the procedures set forth in the Charter shall prevail.

- A. Charter School shall identify an entity and person(s) responsible for closure-related activities and each notice required below shall include information on the responsible person and entity and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure.
- B. The Charter School Board shall provide written notification to the SCCOE of the determination of the Closure Action and of the effective date of the closure, and the contact information for the person(s) to whom reasonable inquiries may be made regarding the closure as a charter school within 72 hours of the Closure Action.
- C. Charter School shall provide written notification to the home districts of the list of returning students within 10 calendar days.
- D. Charter School shall provide written notification of the Closure Action and the effective date of closure of Charter School to the California Department of Education, the Charter School's SELPA, and the retirement systems in which Charter School's employees participate by registered mail within 10 calendar days.
- E. On closure, Charter School shall remain solely responsible for all liabilities arising from the operation of the Charter School.
- F. This notice to the parents and students will be provided within 10 calendar days of the Closure Action. The written notification shall include information on assistance in transferring each student to another appropriate school, and a process for the transfer of all student records. Parents/guardians will also be provided with student information that includes grade reports, discipline records, immunization records, and specific information on completed courses and credits that meet graduation requirements.

- G. Charter School will provide parents, students and the receiving school districts with copies of all appropriate student records. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. Section 1232g. As permitted by each student's district of residence, the Charter School shall transfer all appropriate student records to the district of residence, or the district to which the student is transferring if requested by the parent/guardian. Charter School will ask the SCCOE to store original records of Charter School students for which the district of residence/district of attendance is not known or will not accept the records. If the SCCOE will not or cannot do so, Charter School will ask the SCCOE to determine a suitable alternative location for storage. All state assessment results, special education records, and personnel records will be transferred and maintained in accordance with applicable law.
- H. As soon as is reasonably practical, but no later than 90 days after the latter of the Closure Action or the effective date of the closure, Charter School shall prepare final financial records. The Charter School's independent audit completed by an independent auditor who meets the qualifications to perform Charter School's annual audits, as soon as is reasonably practical, but in no case later than six months after closure, and provide the audit report to the SCCOE promptly upon completion. The auditor and audit shall comply with all of the requirements for Charter School's annual audit as set forth in the Charter. Any costs for the audit incurred by the SCCOE shall remain a liability of Charter School until repaid in full. The final audit will delineate the disposition of all assets and liabilities. Any liability or debt incurred by Charter School shall be the responsibility of Charter School and not the SCCOE. Charter School understands and acknowledges that Charter School will cover the outstanding debts or liabilities of Charter School. Any unused monies at the time of the audit will be returned to the appropriate funding source. By January 15, 2018, Charter School shall create a "Closure Review Policy," which shall be approved by SCCOE.
- I. For six calendar months from the latter of the Closure Action or the effective date of the closure, sufficient staff as deemed appropriate by the Charter School Board will maintain employment to take care of all necessary tasks and procedures required for smooth closing of the Charter School and student transfers.
- J. In addition to the final audit, Charter School shall also submit any required year-end financial reports to the California Department of Education and the SCCOE in the form and timeframe required.
- K. If Bullis-Purissima Elementary does not operate any other charter school other than the Charter School, the corporation will be dissolved according to its Bylaws.

Notwithstanding any rule, regulation, Charter provision, corporate Bylaw or document to the contrary, on closure of the Charter School, all assets of the Charter School – including but not limited to all leaseholds, personal property, intellectual property developed or acquired using state or federal funds, and all ADA apportionments and other revenues generated by students attending the Charter School – which have been determined to have been generated exclusively through state and federal apportionment funds for Charter School students, after payment of all

debts and liabilities and refunds to applicable agencies, shall be distributed to another Bullis school within Santa Clara County or if there are no other Bullis schools in Santa Clara County to a California public school or school district, which identity shall to be determined by mutual agreement between Bullis Charter School and SCCOE. Any assets acquired from the SCCOE or SCCOE property will be promptly returned to the SCCOE upon the Charter School's closure. The distribution shall include the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted. All remaining assets of Charter School will be liquidated and all creditors will be paid first.

Upon the winding up and dissolution of the corporation, if applicable, after paying or adequately providing for the debts and obligations of the corporation (including any obligations requiring the return of grant funds on the dissolution of the corporation), any capital assets, including facilities or property, purchased in whole or part with public funds may be distributed to the SCCOE, Bullis Charter School, or another California public school, school district, or county office of education, subject to applicable legal requirements. Any remaining assets of the corporation shall be distributed to either (i) such organization organized and operated exclusively for educational purposes which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, (or the corresponding provision of any future United States Internal Revenue Law), or (ii) a state or political subdivision of a state of the United States to be used exclusively for public purposes.

This Closure Protocol and the Closure Protocol set forth in the Charter shall survive the revocation, expiration, termination, or cancellation of this MOU or the Charter or any other act or event that would end the Charter School's right to operate as a charter school pursuant to the Charter or cause the Charter School to cease operation. The Charter School and the SCCOE agree that, due to the nature of the property and activities that are the subject of this MOU, the SCCOE and public shall suffer irreparable harm should the Charter School breach any obligation under its Closure Protocol. The SCCOE, therefore, shall have the right to seek equitable relief to enforce any right arising under the Closure Protocol or any provision of the Closure Protocol or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the SCCOE. Such legal relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

The Charter School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

23. Business and Operations Management

The Charter School shall at all times operate as a distinct and separate LEA and shall maintain its own set of financial records, distinct from any other school(s) that may be operated by or related to the Charter School and/or the Bullis-Purissima Elementary corporation or any other related entity including, but not limited to, any existing charter schools or additional or new charter schools that may be approved after the effective date of this MOU. The Charter School shall maintain its own separate and distinct financial records and account code(s) (i.e. Site Code).

At all times the Charter School shall submit financial reports for the Charter School as a distinct LEA and have audits performed on the financial statements of the Charter School. By September 1, 2017, the Charter School shall develop and submit to the SCCOE, Fiscal Policies and Procedures governing its operations, which Fiscal Policies and Procedures may be revised as

necessary. A copy of the Charter School's Fiscal Policies and Procedures shall be submitted to the SCCOE annually on or before September 1 for the following fiscal year and any time that the Charter School desires to revise its Fiscal Policies and Procedures. In areas where overlap in purchasing or resource allocation might occur between the Charter School and any other school(s) or entities that might be operated by or associated with Bullis or any other related entity, the Charter School's Fiscal Policies and Procedures shall be revised as necessary to describe how allocations will occur between distinct LEAs and entities and the Charter School shall provide the Fiscal Policies and Procedures covering such issues involving related entities to the SCCOE. In no event shall the Charter School develop or revise its Fiscal Policies and Procedures or its practices in any manner which would be inconsistent or in conflict with the terms of its Charter and/or this MOU or other agreement between the Charter School and the SCCOE. The Fiscal Policies and Procedures shall specify whether there will be shared costs, resources, services, staff, etc., and the methodology that will be used to ensure a fair and appropriate distribution of services and costs.

The Financial Policies and Procedures shall include a means of ensuring that all funds generated by and attributable to the charter school authorized pursuant to the Charter will be maintained and expended for the educational benefits of the students at this charter school.

Should Bullis or any other related entity obtain approval of or otherwise open another charter school or any other entity in addition to the Charter School authorized pursuant to the Charter, prior to such other school/entity commencing operation and prior to the commencement of each fiscal year thereafter, the Charter School shall provide to the SCCOE a calculation of all costs projected to be shared between the Charter School and any other Bullis related entity-operated school(s)/entity(ies) that deviate from the Financial Policies and Procedures described above, including the factual and fiscal basis on which the projected cost share has been calculated. Should there be a significant deviation from the projections during the fiscal year, the Charter School shall immediately provide the SCCOE with an updated calculation, including the factual and fiscal basis for the revisions. Any shared costs shall be clearly accounted for in the Charter School's financial records and reviewed as part of Charter School's annual fiscal audit.

24. Term and Renewal

The Charter School and SCCOE differ in their understanding of the time at which the Charter School may submit a request for renewal pursuant to the Charter Schools Act, and both reserve their rights to pursue enforcement of their respective positions on that issue, though, unless otherwise agreed to by the Parties, Charter School shall not submit a renewal petition prior to April 1, 2021. The Parties mutually agree that the Charter Schools Act does not permit "evergreen" terms or the "stacking" of terms, meaning that the maximum number of full years that a charter school may have in its term at any time is five.

The availability of current statewide student performance data will provide information regarding the Charter School's compliance with Education Code Section 47607's standards for approval of renewal. The SCCOE encourages the Charter School to submit its request for renewal only after receiving documentation of its statewide testing results from its fourth year of operation pursuant to the current renewal term.

Any renewal request shall include all of the following materials:

1. At least 1 hard copy (in notebooks or otherwise bound) of the entire renewal Charter, with the entire document (including any appendices, exhibits, or attachments) sequentially numbered from the first through the last page (including any appendices, exhibits, or attachments), and also including a table of contents which includes references to all appendices/exhibits/attachments;
2. A redline comparing the renewal Charter to the current Charter included in the notebook;
3. An electronic (Word) version of both the clean and redline versions of the renewal Charter.

The renewal process shall be governed by the provisions of Education Code Sections 47605 and 47607 and California Code of Regulations, Title 5, Section 11966.4, or the provisions of law that may supersede, modify, amend, or succeed that provision. Each renewal of the Charter shall be for the time period specified by law applicable at the time of the renewal.

The Charter School is encouraged to consult with the SCCOE Charter Schools Office, and SCCOE is encouraged to timely and cooperatively reply, regarding submittal of a draft of the renewal request prior to the formal submittal of any renewal request in order to provide additional time for SCCOE review and comment, and for the parties to work cooperatively on any outstanding issues relative to the Charter School's operations or the Charter document. Any review of or comment on the proposed renewal Charter prior to the formal submittal will be at the SCCOE's sole discretion.

The SCCBOE delegates to the Superintendent or designee and the Charter School Board delegates to the Executive Director or designee authority to waive or extend the timelines in this MOU, the Charter, law, or applicable regulation for consideration or action on material revisions and/or renewal of the Charter.

25. Debts and Obligations

The Charter School shall be solely responsible for all costs and expenses related to the Charter and its operation, including, but not limited to, costs of insurance, reserves, staff and operations.

The Charter School shall have no authority to enter contracts for or on behalf of the SCCOE. Any contracts, purchase orders, or other documents to which SCCOE is not a party and/or which are not approved or ratified by the SCCBOE or County Superintendent as required by law, shall be unenforceable against the SCCOE and shall be the Charter School's sole responsibility.

To the extent practicable, the Charter School shall include a term in any agreements/contracts it enters into with any vendors and other entities and individuals outside of SCCOE that the obligations of the Charter School under such agreement or contract are solely the responsibility of the Charter School and are not the responsibility of any of its authorizers and are not enforceable against any of its authorizers, which include but are not limited to SCCOE.

26. Independent Entity

The Charter School and its officers, board members, employees and volunteers, shall operate and provide the school services pursuant to this MOU and the Charter as a wholly independent entity. The Charter School and the SCCOE shall not in any way or for any purpose become or be deemed to be agents, partners, joint venturers, or a joint enterprise. The SCCOE shall not be liable for the actions or liabilities of Charter School.

27. Compliance with Laws Applicable to Public Agencies.

The Charter School agrees to comply at all times with laws which generally apply to charter schools and to comply with applicable federal or state laws (which may be amended from time to time), including but not limited to the following:

- The Brown Act (Cal. Gov. Code, § 54950 *et seq.*);
- The Public Records Act (Cal. Gov. Code, § 6250 *et seq.*);
- State conflict of interest laws: the Political Reform Act (Gov. Code, § 87100 *et seq.*; Gov. Code § 1126);
- The Child Abuse and Neglect Reporting Act (Cal. Penal Code, § 11164 *et seq.*);
- The Individuals with Disabilities Education Act ("IDEA") (20 U.S.C. § 1400 *et seq.*);
- The Americans with Disabilities Acts (42 U.S.C. § 12101 *et seq.*).
- The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;
- The California Fair Employment and Housing Act ("FEHA") Cal. Gov. Code, § 12900 *et seq.*);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 794 *et seq.*);
- The Uniform Complaint Procedure (5 Cal. Code Regs., tit. 5, § 4600 *et seq.*);
- The Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g *et seq.*); and
- The Elementary and Secondary Education Act ("ESEA") as reauthorized and amended by the Every Student Succeeds Act ("ESSA").

IX. CONSTRUCTION AND SEVERABILITY

A. Amendments

This agreement may be amended or modified, in whole or in part, only by a negotiated, signed, written agreement executed by a duly authorized representative of SCCOE and the Charter School. In the event that any applicable law mentioned herein is amended or modified by

legislative action, administrative interpretation and/or otherwise to allow the Charter School greater flexibility in its operations and/or obligations, the Parties may amend this MOU by mutual written agreement.

B. Interpretation; Severability

The terms of this MOU shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this MOU or any other rule of construction which might otherwise apply. The section headings are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this MOU. If any provision or any part of this MOU is, for any reason, held to be invalid or unenforceable or contrary to law, statute and/or ordinance, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this MOU remain legal and enforceable, the remainder of this MOU shall not be affected thereby and shall remain valid and fully enforceable.

B. Notifications

All notices, requests, and other communications under this agreement shall be in writing and mailed to the proper addresses as follows:

To the Superintendent at:
County Superintendent of Schools
Santa Clara County Office of Education
1290 Ridder Park Drive
San Jose, California 95131

To the Charter School at:
Superintendent
«Charter_School_Name»
102 W Portola Ave.
Los Altos, CA 94022

X. NOTICE OF VIOLATION, OPPORTUNITY TO REMEDY AND REVOCATION

SCCOE may provide notice of violation, opportunity to remedy, and revoke the Charter as set forth in Education Code §47607 and its implementing Regulations.

This MOU shall be interpreted and applied in concert with the Charter, though in the case of a conflict the Charter shall prevail. The Charter and this MOU contain the entire agreement of the parties with respect to the matters covered hereby, and supersede any oral or written understandings, agreement or agreements between the parties with respect to the subject matter of the Charter and this MOU. No person or party is authorized to make any representation or warranties except as set forth in the Charter or this MOU, and no agreement, statement, representation or promise by any party hereto which is not contained in the Charter or this MOU shall be valid or binding. The parties further recognize that this MOU shall only be modified in writing by the mutual agreement of the parties.

IN WITNESS WHEREOF, the parties to this MOU have duly executed it on the day and year set forth below:

By: Mary Ann Dewan Date: 12/24/19
Mary Ann Dewan, Ph.D., County Superintendent
On Behalf of the SCCOE

By: [Signature] Date: 12/23/19
Brian Köhn, Interim Superintendent
On Behalf of The Bullis-Purissima Elementary School

EXHIBIT 1

Charter School Financial Reporting Fiscal Year Timeline		
Report Requirement	Due Date	Description
Monthly Financial Reports	By the 20th day of the month for the prior month	Monthly reports submitted to SCCOE <ol style="list-style-type: none"> 1. Complete bank and investment statements with details of checks and deposits (can be a printout of the ledger), if funds are not held by the Santa Clara County Treasurer. 2. Reconciliation report of the monthly bank and investment statements. 3. Financial system-generated balance sheet. 4. If cash demands for next 12 months cannot be met, submit a Monthly Cash Flow Projection for the upcoming 12 months along with approved Board Resolution and minutes.
Adopted Annual Budget	July 1	Adopted Budget for the new fiscal year submitted to SCCOE <ol style="list-style-type: none"> 1. Excel File of Alternative Form 2. Cash Flow 3. Assumptions 4. PDF or hard copy of Alternative Form w/ signed certification 5. LCFF calculator 6. Board Approved Minutes no later than the first Board Meeting after July 1
PENSEC Report	July 15	New/Significantly expanding Charter schools are required to submit <ol style="list-style-type: none"> 1. Submit PENSEC Report electronically to the CDE 2. Send a copy of PENSEC Data Certification with original, wet signature and hard copy of the report to the SCCOE 3. Mail or hand deliver to the SCCOE
Actual Enrollment or "In-seat" Report	September 15	Actual Enrollment or "In-seat" counts by grade span Required of all County approved charter schools for internal reporting This is separate from the 20-Day attendance report mentioned above.
20 Day Attendance Report Only if submitted PENSEC Report	October 15	The following can be either mailed or delivered to SCCOE: <ol style="list-style-type: none"> 1. A copy of 20 Day Attendance report with original, wet signature.
First Interim Report	December 15	First Interim Report for current year submitted to SCCOE. This report contains actuals as of October 31. <ol style="list-style-type: none"> 1. Excel File of Alternative Form 2. Cash Flow 3. Assumptions 4. PDF or hard copy of Alternative Form w/ signed certification 5. LCFF calculator 6. Board Approved Minutes no later than the first Board Meeting after December 15
Second Interim Report	March 15	Second Interim Report for current year submitted to SCCOE. This report contains actuals as of January 31. <ol style="list-style-type: none"> 1. Excel File of Alternative Form 2. Cash Flow 3. Assumptions 4. PDF or hard copy of Alternative Form w/ signed certification 5. LCFF calculator 6. Board Approved Minutes no later than the first Board Meeting after March 15
Final Unaudited Actuals	September 15	Final Unaudited Actuals Financial Report submitted to the SCCOE. <ol style="list-style-type: none"> 1. Excel File of Alternative Form 2. PDF or hard copy of Alternative Form w/ signed certification 3. Board Approved Minutes no later than the first Board Meeting after September 15
Final Audit Report	December 15	Audit Report for prior fiscal year submitted to SCCOE, CDE, and State Controller's Office (SCO).

Marko Mosunic
 Financial Administrator
 Charter Schools Office
 1290 Ridder Park Drive, MC 243
 San Jose, CA
Marko_Mosunic@sccoe.org
 408-453-3609

Christine Carbone
 Financial Administrator
 Charter Schools Office
 1290 Ridder Park Drive, MC 243
 San Jose, CA
Christine_Carbone@sccoe.org
 408-453-3604

Charter School Attendance Reports Fiscal Year Timeline	
Attendance Reports submitted to: Angela Uyeda - Accountant Internal Business Services-SCCOE angela_uyeda@sccoe.org 1290 Ridder Park Drive MC 245 San Jose, CA 95131 Reports can be faxed to (408) 453-6720.	
Report Requirement	Due Date
Monthly Attendance Reports	By the 15th day of the month for the prior month
P-1	January 7th
P-2	April 20th
P- Annual	July 7th