
School Business Consulting

MEMORANDUM

Date: February 25, 2013

To: Gay Todd
Mark Allgire

From: Terri Ryland

Subject: Review of YESCA Renewal Petition

District staff received the Yuba Environmental Science Charter Academy (YESCA) on January 8, 2013. Responsibility for reviewing various components of the petition were divided up with the financial portions, Element 9, Miscellaneous Provisions and Appendix 2, addressed herein.

At first glance, the overall financial picture appeared to have stabilized and, if the 2012-13 budget and estimated actuals are as reflected in the submitted petition for the current year, the picture seems to remain stable into the future. Initial concerns and/or questions were submitted to Paul McGovern of YESCA, and the Charter School's responses are summarized below as to the overall financial picture impact.

Two scenarios are submitted with the petition - a "flat line", no growth scenario and a "growing" scenario. Both scenarios assume that the Charter is no longer eligible for K-3 CSR funding, and in fact, that the 2011-12 CSR funding is paid back. To be conservative, the flat line scenario was analyzed in this document.

Revenue

- The assumed Free & Reduced percent for the Charter is 63% and the Free & Reduced rate for the local elementary school is 36%. Lease reimbursement of \$750/student, up to 75% of lease costs, is included in revenue, however, this revenue is only available to the Charter if the Free & Reduced percentage of either the charter school or Dobbins Elementary is >70%. **It does not appear that the Charter is eligible for this annual lease reimbursement of \$41,175.** YES staff must remove this revenue from the budget and inquire of the CDE if prior years' reimbursement must be repaid.
- School Services of California (SSC) dartboard projections as of February 2013 indicates Lottery revenue declining slightly over the next several years, by about \$0.25 per ADA each year. However, the budget scenario for flat growth shows an increase each year in Lottery revenue. Per YESCA staff, a COLA was applied to lottery revenue which is not a practice supported in school district finance. **The unsupported, cumulative increase in revenue is \$1,200 annually.**

- The budget indicates a transfer of SELPA apportionment from the District. However, per discussion below, the District is to provide all special education services, therefore, this revenue would be transferred to the District from the SELPA instead of to the Charter. **In this case, revenue is overstated \$43,440 each year.**

The above exceptions indicate that revenue projections for the Charter are up to \$85,000 overstated in the first year of renewal, and each year thereafter.

Expenses

- The petition indicates that "YES Charter Academy and the sponsoring district agree to enter into a Memorandum of Understanding in which the District may provide services such as Risk Management, Administrative Services, Fiscal Services, Legal Services, Policy Guidance and Special Education Services." The budget provides only a 1% oversight fee, which would certainly not include any of the services listed above. Further clarification indicates that only special education services will be purchased by the Charter.
 - In the Financial Management section, it is indicated that YESCA will purchase Power School Student Information System to track attendance and other statistics. YESCA staff indicate that the cost for this system is included in the back office services portion of the budget.
- Per staff's review of the special education sections of the charter petition, it appears that YESCA is requesting that all special education services be provided by the District. SELPA revenue would accrue to the District, and all services would be provided by the District, generating an encroachment amount per District student (including charter students). The Charter budget does not include any special education certificated staff, so that is consistent with this assumption. However, the budget for special education encroachment is a mere \$5,000, or approximately \$50/student. Actual encroachment in Marysville JUSD for the current year, is approximately \$232/student. **Therefore, the budget for special education seems to be low by a little over \$19,000.**

Given the above, expenses may be understated for special education encroachment at least \$19,000 annually.

Cash Flow

A requirement of charter petition submittals is a multi-year budget projection, and a multi-year cash flow projection. Only a current year cash flow projection was included with the petition. At least two more years' projections must be submitted, reflecting any changes above, and a plan to address any months with negative cash should be included as well. Late Friday afternoon, a five year cash flow projection was submitted. Only one month, May 2013, indicated a negative cash balance. Cash deferrals are indicated for the current year, however, for all projected years, an accrual basis was used for cash with no receivables or payables projected. While this appears to be more conservative in a world of declining cash deferrals (prior year in, current year deferral rolled to next year), it is unrealistic as to timing of receipt of monies and payment of bills. **The ending cash balances dip in the \$40,000 range several times a year, therefore, it will be difficult, if not impossible, to demonstrate positive cash balances with the adjusted, projected negative fund balances.**

Summary

The budgets submitted by the Charter with the petition renewal indicate surpluses in the next three years of \$22,000 to \$30,000 per year. However, the adjustments noted above would result in approximately \$85,000 less each year in revenue and **increased** expenses each year by about \$19,000 resulting in significant annual deficit spending. Deficit spending in the \$70,000-\$80,000 per-year range would result in a negative fund balance and/or inability to meet the reserve for economic uncertainty in just two years. Adjusted budget and fund balance projections are as follows:

YES Charter Academy Budget Summary as Adjusted							
	2012-13 Budget	Adjust per Findings	Notes	2013-14 Budget	2014-15 Budget	2015-16 Budget	2016-17 Budget
Revenue							
State	501,760	(41,175)	1	456,500	463,606	471,420	479,600
Federal	50,750			50,750	51,439	52,214	53,046
Local	203,787	(43,440)	2	160,347	163,492	167,031	170,831
Total Revenue	756,297	(84,615)		667,597	678,537	690,665	703,477
Expenses							
Certificated Salaries	270,352			273,056	275,736	278,493	281,278
Classified Salaries	75,123			75,874	76,216	77,399	78,173
Benefits	84,767			87,489	87,618	88,546	88,963
Books and Supplies	35,150			31,665	38,192	33,833	34,553
Services and Other Operating Exp	264,880	19,360	3	269,106	272,123	275,704	278,511
Capital Outlay	-			-	-	-	-
Other Outgo	10,462			10,462	10,561	10,670	10,786
Total Expenses	740,734	19,360		747,652	760,446	764,645	772,264
Surplus/(Deficit)	15,563	(103,975)		(80,055)	(81,909)	(73,980)	(68,787)
Beginning Fund Balance	181,012			196,575	116,520	34,611	(39,369)
Ending Fund Balance	196,575			116,520	34,611	(39,369)	(108,156)
Reserve for Economic Uncertainty	37,037			37,383	38,022	38,232	38,613
¹ Facilities Lease Reimbursement monies - YESCA not eligible based on Free & Reduced percents ² SELPA revenue is distributed to District who will provide special education services ³ Charter school to reimburse District for per-student share of special education contribution of \$232/student							

Given the above adjustments, the financial integrity of the charter school does not support a renewal. As was mentioned in previous analyses of this charter, once the Federal grant funds expired, the size of the charter school makes it highly doubtful that the school could continue as a going concern.

Thank you for this opportunity to be of service to the District, and please let me know if you have any questions. I will plan on attending the March 12 board meeting and will address the Board if you wish.



MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

LENNIE TATE, EXECUTIVE DIRECTOR, EDUCATIONAL SERVICES
1919 B STREET, MARYSVILLE, CA 95901 (530) 749-6159 FAX (530) 741-7893

Please find below my overall instructional review and recommendation to the Marysville Joint Unified School District Board of Trustees of the Yuba Environmental Science Charter Academy charter petition.

The charter petition in its entirety describes a curriculum focused on environmental awareness. Although it mentions this focus multiple times throughout the document, the petition gives little if any emphasis on other very important core curricular areas such as English language arts, mathematics, and history/social science. In addition, the charter lacks clarification of student learning expectations tied to state standards. Without a clear academic plan, it is impossible to set measurable expectations for student learning and teacher instruction.

The Yuba Environmental Science Charter Academy is in its fifth year of education. At this time, the petition continues to lack any data tied to student performance on the California State Standards. California educational standards describe what students should know and be able to do in each subject in each grade. In California, the State Board of Education decides on the standards for all students, from kindergarten through high school. Since 2010, 45 states have adopted the same standards for English and math called the Common Core State Standards (CCSS). Having the same standards helps all students get a good education, even if they change schools or move to a different state. Teachers, parents, and education experts designed the standards to prepare students for success in college and the workplace. Content standards were designed to encourage the highest achievement of every student, by defining the knowledge, concepts, and skills that students should acquire at each grade level.

The curriculum referred to in the petition is neither on the California State Adoption list for textbook purchase or on the Marysville Joint Unified School District Board of Trustees approved curriculum list. *EC* Section 42605(e)(2) states the following:

(A) Any instructional materials purchased by a local education agency shall be the materials adopted by the state board for kindergarten and grades 1 to 8, inclusive, and for grades 9 to 12, inclusive, the materials purchased shall be aligned with state standards as defined by Section

60605, and shall also meet the reporting and sufficiency requirements contained in Section 60119. (B) For purposes of this section, 'sufficiency' means that each pupil has sufficient textbooks and instructional materials in the **four core areas** as defined by Section 60119, and that all pupils within the local education agency enrolled in the same course shall have identical textbooks and instructional materials, as specified in Section 1240.3. "LEAs may only purchase State Board of Education (SBE) adopted instructional materials from the following adoption lists:

- Foreign Language 2003 and 2005 follow-up
- Health 2004
- History-Social Science 2005
- Science 2006
- Visual and Performing Arts 2006
- Mathematics 2007
- Reading/Language Arts—English-Language Development 2008

LEAs may only purchase standards-aligned, locally adopted instructional materials in the following subject areas:

- History-Social Science
- Science
- Mathematics
- Reading/Language Arts—English-Language Development

Materials from previous standards-aligned SBE adoption lists may be used to meet the requirements for instructional materials sufficiency. LEAs may utilize general funds or Proposition 20 lottery funds to purchase any instructional materials.

All students in the same grade level or course within an LEA must use instructional materials from the same adoption (SBE-adopted for grades K–8; locally adopted for grades 9–12).

English learners must be provided standards-aligned instructional materials. For grades kindergarten through grade eight these may be state-adopted instructional materials in mathematics, science, reading/language arts, and history-social science that are consistent with the content and cycles of the curriculum frameworks and include universal access features that address the needs of English learners. For grades nine through twelve local governing boards should adopt standards-aligned materials for all students that include universal access features.

Curriculum frameworks provide guidance for implementing the content standards adopted by the State Board of Education (SBE). Frameworks are developed by the Instructional Quality Commission, formerly known as the Curriculum Development and Supplemental Materials Commission, which also reviews and recommends textbooks and other instructional materials to be adopted by the SBE.

Issues to be addressed in the Yuba Environmental Science Charter Academy Charter Petition:

1. The above mentioned instructional materials and standards are not evident.
2. The curriculum is vague and shows no balance to all core subjects. Supplemental science material is the only curriculum mentioned.
3. The science material mentioned is not state adopted or MJUSD board approved.
4. The science material mentioned covers a narrow portion of the science standards.
5. There is little to no evidence of instructionally sound teacher built materials tied to state standards.
6. There is no evidence of grade level academic goals tied to state standards.
7. There is no evidence of assessment, data, or accountability of academic goals tied to mastery of standards.
8. There are no set expectations of what students will learn or when students will learn grade level state standards.
9. Instruction does not follow guidelines of current state standards or the Common Core Standards.

10. The charter petition states, "If the Charter School receives apportionment for transitional kindergarten, it will offer transitional kindergarten." Transitional kindergarten is not an option. Transitional kindergarteners are kindergarteners. Funds are provided through the charter grant to serve all eligible kindergarteners.
11. There is reference to state accountability, but no evidence that the charter is successful at meeting accountability requirements.
12. There is no evidence of the five year program being successful in regards to student mastery of standards or college and career readiness.
13. The charter petition is completely lacking in regards to any form of data reflecting student and staff accountability and performance.
14. Core values described in the charter petition are not correlated to mastery of California state standards.
15. Multiple measures are continuously mentioned but are not defined or supported by data.
16. Educational theory and research are often spoken of, but are not defined or supported, just mentioned. There is a large report at the back of the petition, but it is unclear how the report reflects performance of the charter itself.
17. Thematic units are mentioned, but there is no evidence of thematic units covering core standards. The thematic units copied into the petition cover sparse science standards throughout varying grade levels.
18. The petition does not define AB1548 and AB1721 to support "Earth Literacy". I have provided the information from AB 1548 and AB1721 in the following italics. *The EEI Curriculum has been designed to function as a scope and sequence for teaching the Environmental Principles and Concepts. It provides a learning continuum from kindergarten through twelfth grade with clearly defined learning outcomes that are aligned to California's academic content standards and targeted at helping students achieve mastery of those standards at each grade level. Field-tested in Kindergarten to 12th grade classrooms from San Diego to California's North Coast, the 85 EEI Curriculum units cover selected academic content standards in both Science and*

*History-Social Science. Each EEI Curriculum unit is designed to teach **one or more standards** to mastery.*

19. The EEI curriculum is limited and supplemental. I have provided information on the EEI curriculum in the following italics. *Field-tested in Kindergarten to 12th grade classrooms from San Diego to California's North Coast, the 85 EEI Curriculum units cover selected academic content standards in both Science and History-Social Science. Each EEI Curriculum unit is designed to teach **one or more standards** to mastery. The partners leading this groundbreaking effort include the California Environmental Protection Agency (Cal/EPA) and the former California Integrated Waste Management Board, now CalRecycle. They are working in cooperation with the California Department of Education, State Board of Education, Governor's Office of the Secretary for Education, and the California Natural Resources Agency. The EEI Curriculum is designed to work in coordination with the instructional materials that are adopted by the State Board of Education, as well as the educational resources that are offered by the providers of California's diverse environmental curricula and education programs.*
20. There is no evidence this petition meets the needs of English learners. No evidence of English Learner ELD curriculum or instruction.
21. The petition contains errors regarding how students will be served and how differentiated instruction is to be provided to **accelerate students below grade level**.
"Students working below grade level may have reduced performance expectations..."
22. The petition contains no evidence that Individual Learning Plans occur.
23. The petition contains no evidence of how students will perform at the high school level.
24. The petition contains no evidence of reclassification process tied to grades or CSTs.
25. The petition claims to offer English learners an English immersion program and bi-literacy program. There is no such thing as a bi-literacy program. *The petition probably means: Two-way immersion programs integrate language minority students (ELs) and language majority students (English speakers) in order to develop their bilingualism and biliteracy in English and another language. In two-way programs, the model selected generally prescribes the amount of time spent in the target (non-English)*

language. *Dual Language Program or Two-Way Immersion Program is one of the instructional delivery approaches under the alternative program. For more information, please visit <http://www.cde.ca.gov/sp/el/ip>. There is no evidence that this occurs.*

26. *SEI, also known as "Sheltered English Immersion", is an English language acquisition process for young children in which nearly all classroom instruction is in English, but with curriculum and presentation designed for children who are learning the language (EC 306). Typically, SEI includes: (1) English language development (ELD) appropriate to each student's level of English proficiency, (2) content instruction utilizing specially designed academic instruction in English (SDAIE) whenever needed for full access to the core, and (3) may include primary language support. Usually, SEI is for ELs scoring at the beginning through intermediate levels on CELDT. The California Department of Education (CDE) has consistently advised LEAs of their legal obligation to provide the minimum program elements of ELD, formerly known as ESL, and access to the core curriculum (Castaneda v. Pickard, 1981). See question 19 for additional information regarding ELD. An English learner may be re-enrolled in a structured English program not normally intended to exceed one year if the pupil has not achieved a reasonable level of English proficiency unless the parents or guardians of the pupil object to the extended placement (CCR, Title 5, section 11301). SEI may take place in any educational setting where the teacher is qualified to provide it. Districts must ensure that all students meet grade-level core curriculum standards within a reasonable amount of time. If a district chooses to emphasize ELD before full access to the core curriculum or if the student does not comprehend enough English to allow full access to the core curriculum, the district must develop and successfully implement a plan for ELs to recoup any and all academic deficits before the deficits become irreparable (CCR, Title 5, sections 11302[a] and [b]). There is not evidence in the petition of either the Sheltered English Immersion or the Two Way Immersion program being offered.*

27. Measurable pupil outcomes and standards are unacceptable. Outcomes are set well below state and district guidelines. There is no mention of Annual Measurable Objectives or overall state API targets or federal AYP targets. It does not appear the petitioner understands state and federal Academic Accountability. With goal 1 and 2, the site will never meet goal 4. *AYP: A statewide accountability system mandated by the No Child Left Behind Act of 2001 which requires each state to ensure that all schools and districts make Adequate Yearly Progress. The API is used in both state and federal target criteria, but the use of the API differs. Under state requirements, a school must increase its API score by 5 percent of the difference between the school's API and 800 or maintain a score of 800 or above. To meet federal AYP criteria, a school or an LEA must have a minimum API or have at least one point growth in the schoolwide API. This is in addition to the other federal requirements (participation rate, percent proficient, and graduation rate if grade twelve students are enrolled).*

- “The number of students scoring far below basic or basic will decrease by 1% each year.” **Far too low.**
- “The number of YES students, including those in numerically significant pupil subgroups, who read at or above grade level at the end of the year will increase by 1%.” **Far too low.**
- “Yes Charter Academy students will achieve at least 93% student attendance each year.” **This should be 96%.**
- “Yes Charter Academy students will achieve at least 90% student attendance each year.” **This should be 96%.**
- “YES Charter Academy students, including those numerically significant pupil subgroups, will meet the API growth target each year for 2 or 3 years and/ or receive an API state or comparison rank of 4 or above in each year for 2 or 3 years.” **This statement is unclear. Why 2 or 3 years? Why a rank of 4? The scale is from 1 to 10 with 10 being the highest.**
- YES CHARTER ACADEMY will achieve 95% participation in state standardized testing. **Acceptable**

- For non-special needs and non EL students, “mastery” will be defined as a score of **“basic”** or above on the California State Standards Test... **A student scoring at “basic” is not at the mastery level.** “Mastery” for ...EL students will be defined appropriately according to their Individualized Education Plans and English proficiency levels. **All students should be defined by the same set of standards for the “mastery” level.**

28. Yuba Environmental Science Charter Academy dropped 24 API points over the last 3 years (50 points over the last 5 years) while other sites in the area continued to show improvement : YESCA 752 to 728 Dobbins: 765 to 783 Yuba Feather: 720 to 751

	3 Year Growth	Current API
Elementary Schools		
Paragon Collegiate Academy	N/A	700
YESCA/Yuba Environmental Science Charter	-24	728
Loma Rica Elementary	-23	807
Linda Elementary	-18	731
Cedar Lane Elementary	-8	723
Browns Valley Elementary	8	914
Olivehurst Elementary	11	757
Arboga Elementary	15	864
Cordova Elementary	17	841
Dobbins Elementary	18	783
Johnson Park Elementary	20	773
Kynoch Elementary	25	825
Yuba Feather Elementary	31	751
Covillaud Elementary	43	877
Ella Elementary	120	778

This petition is written as though the charter is beginning its first year. Yuba Environmental Science Charter Academy has had five years to prove the program meets the needs of California students. Year after year, a district team has visited the Yuba Environmental Science Charter Academy campus and offered guidance with little or no change to student instruction. Where is the back up data in this charter petition? The entire petition lacks, pacing, goals, schedules, data, results, expectations, and decisions. The focus and representation of this program is so finite, I

cannot recommend it as well rounded and instructionally sound. Approving this charter says MJUSD believes that this program develops well rounded students ready for career and college. This petition has very deep and wide instructional holes detrimental to building students ready for college and career. This petition is not instructionally sound.

The overall instructional plan in the petition is piecemealed around the concept of Environmental awareness. Several supplemental science programs and resources are mentioned, but the overall petition gives little guidance to the greater instructional plan for students. Without measurable goals for student and staff performance tied to state standards and curriculum, it is difficult if not impossible for stakeholders to hold the charter petition accountable for student learning. With ELA and Math the overwhelming focus in district, state, and federal accountability, and student mastery of state standards and college and career readiness at the heart of every decision our school board makes, it is my recommendation that the Marysville Joint Unified School District Board of Trustees not approve the Yuba Environmental Science Charter Academy charter petition.

ANALYSIS OF PETITION FOR RENEWAL OF CHARTER

YES/CA

California Education Code Section 47605(b)

The governing board of a school district shall not deny a renewal petition for a charter school unless the board "makes written factual findings, specific to the particular petition, setting forth specific facts to support one or more of the following findings." Title 5, CCR 11967.5.1 sets forth the criteria for review and approval of charter school petitions by the State Board of Education (SBE), and is used to interpret the requirements of Section 47605(b).

Based on the findings set forth below, the Board of Trustees would be within its discretion, pursuant to Education Code section 47605, to deny the Renewal Petition.

	Education Code (EC)	California Code of Regulations (CCR)	Analysis
1.	The charter school presents an unsound educational program for the pupils to be enrolled in the charter school. 47605(b)(1)		According to staff analysis, the Renewal Petition fails to set forth an appropriate educational plan. The specific failures are set forth within this document. Overall, the Renewal Petition sets forth neither a coherent, structured and appropriate educational program, nor data or evidence demonstrating pupil achievement tied to the educational program. In addition, in its five years of operation, YES/CA has failed to address concerns of the District regarding the educational program, or to implement suggestions or assistance provided by the District to improve the educational program. FINDING: Staff recommends that, due to significant failures in the educational program presented, the program is found "unsound." (See analysis of, below.)

	Education Code (EC)	California Code of Regulations (CCR)	Analysis
		CCR 11967.5.1(a) Charter petition shall be "consistent with sound educational practice" if, in SBE's judgment, it is likely to be of educational benefit to pupils who attend." It need not be designed to meet the educational needs of every student who might possibly seek to enroll in order for the charter to be granted by the California Department of Education (CDE).	For the reasons set forth above and as analyzed below, the Renewal Petition provides an educational program that is not consistent with sound educational practice. Therefore, the Renewal Petition does not meet this requirement.
		CCR 11967.5.1(b) Program shall be "unsound" if: (1) it involves activities that SBE determines would present the likelihood of physical, educational, or psychological harm to the affected pupils; (2) it is not likely to be of educational benefit to the pupils.	For the reasons set forth above and as analyzed below, the Renewal Petition is not likely to be of educational benefit to pupils. Therefore, the Renewal Petition does not meet this requirement.
2.	The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition. 47605(b)(2)		FINDING: The Renewal Petition demonstrates that the petitioners are demonstrably unlikely to successfully implement the program set forth in the charter.
		CCR 11967.5.1(c) Factors in determining if "demonstrably unlikely": (1) petitioners have past history of involvement in charter schools or other educational agencies, history is unsuccessful (i.e., revocation, cessation of operation).	The District has evidence of YES/CA's performance over the previous five years of its existence. Of most concern is YES/CA's failure to demonstrate sufficient student achievement. See 2.(2),

	Education Code (EC)	California Code of Regulations (CCR)	Analysis
		(2) petitioners unfamiliar with content of petition or legal requirements.	The Renewal Petition provides the following evidence that the Petitioners are unfamiliar with the Petition content or legal requirements: 1. The Renewal Petition fails to address SB 1290 (Education Code 47607(a)(3)), which provides that increases in pupil achievement must be the most important factor in the determination of whether to renew a charter petition. 2. The Renewal Petition fails to set forth changes or improvements in its curriculum or delivery of instruction based on District input. 3. The Renewal Petition failed to accurately report revenue and expenditures. 4. The Renewal Petition demonstrates a failure to understand Transitional Kindergarten, "Earth Literacy" curriculum, and two-way immersion programs.
		(3) petitioners have presented an unrealistic financial/operational plan; an unrealistic financial/operational plan is one to which the following applies:	The Renewal Petition presents an "unrealistic financial/operational plan" as set forth below.
		(A) "administrative" - documents do not (1) adequately describe structure for providing administrative services, including personnel transactions, accounting and payroll that reflects understanding of school business practice and expertise, or provide a reasonable plan and timeline to develop and assemble such practices and expertise; (2) for contract services, the	The Renewal Petition provides information regarding its administration in the "Policies" section (XIII). The Administrator (also called "Director/Principal") is responsible for most day-to-day tasks, and has "final right of denial or acceptance for any and all activities related to the school." The Administrator makes daily decisions regarding operation of YES/CA, and supervises teacher assignments. The Administrator also makes day-to-day decisions about purchases and

	Education Code (EC)	California Code of Regulations (CCR)	Analysis
		documents do not describe the criteria for selection of contractor(s) that demonstrate necessary expertise and procedure selection thereof.	repairs, and conducts most employment actions (such as negotiates employee contracts). The Council of Directors makes decisions regarding finances, contracts, discipline, and "more." The "Administrator" has several delegated duties (see Element 4, pages 4 and 5). This includes financial and other activities. It is unclear how much, if any, support this position has, but the position is responsible for almost the entirety of YES/CA's day-to-day operation. The Renewal Petition provides, in the "District Impact Statement," that the District will not be responsible for any YES/CA administrative services. Instead, the Renewal Petition states that YES/CA will contract with a charter school business service to "manage the initial collection, reporting, and development of financial data... for the school." In the section entitled "Accountability, Budgets and Reporting," the Renewal Petition similarly states that YES/CA "will work with a back office service contractor with expertise in finance," but provides no discussion of the criteria for selection or information on whether a contractor has been chosen. Given that YES/CA has been in operation for five years, YES/CA should have already contracted for this service. There appears to be a line item in the budget for this service, but no specifics are provided.
		(B) "financial administration" - documents do not (1) adequately include reasonable estimates of all anticipated revenues and expenditures,	According to staff and consultant recommendations, the financial integrity of YES/CA does not support a renewal of YES/CA. The report details several reasons for this:

Education Code (EC)	California Code of Regulations (CCR)	Analysis
	including special education; (2) include budget notes that clearly describe assumptions on revenue estimates, including the basis for average daily attendance estimates and staffing levels; (3) present a budget that in totality appears viable and over a period of no less than two years, provides for amassing of 3% reserve; (4) demonstrate an understanding of the timing of the receipt of various revenues and their relative relationship to the timing of expenditures that are within reasonable parameters.	1. The Renewal Petition's financial documents stated revenue in the amount of \$41,175 for SB 740 Rent reimbursement. This revenue applies to schools with a student population with at least 70 percent of their pupils eligible for free or reduced price meals, or are physically located in the attendance area of a public elementary school with 70 percent or more of such students. Neither YES/CA nor Dobbins Elementary (the school in whose attendance YES/CA is located) meet this eligibility criteria. Therefore, the Renewal Petition overstates revenue by \$41,175 in this category. 2. The Renewal Petition failed to account for School Services' of California's dashboard estimate of decline in lottery revenue. Therefore, the Renewal Petition overstates revenue by \$1,200 per year in this category. 3. The Renewal Petition's budget documents indicate that SELPA apportionment will be transferred to YES/CA from the District in the amount of \$43,440 per year. The Renewal Petition, itself, however, states that YES/CA intends for the District to provide all special education services. Therefore, the SELPA apportionment will be transferred to the District. As a result, the Renewal Petition overstates revenue by \$43,440 per year in this category. 4. The Renewal Petition fails to list, as an expenditure, appropriate oversight for services which may be sought from the District.

Education Code (EC)	California Code of Regulations (CCR)	Analysis
		5. The Renewal Petition's budget fails to accurately account for special education encroachment. Therefore, the Renewal Petition overstates revenue by over \$19,000 in this category. 6. The Renewal Petition's cash flow projections are unrealistic as to timing of receipt of monies and payment of bills. 7. The overstatement of revenue and understatement of expenses is expected to result in deficit of spending of \$70,000 - \$80,000 per year.
	(C) "insurance" - documents do not provide for acquisition of and budgeting for general liability, workers' compensation and other necessary insurance of a type and in amounts required.	The Renewal Petition provides, in the Affirmations, that it will maintain all necessary and appropriate insurance coverage. In the District Impact Statement (Appendix III), the Renewal Petition states that insurance will be managed by the "director." (Presumably, this refers to the Administrator.)
	(D) "facilities" - documents do not (1) describe type and location of facilities that are or may be available; (2) reflect reasonable costs for acquisition of facilities to house charter school; (3) do not have necessary expertise and do not have a plan to secure services of individuals who do (a) curriculum instruction, assessment, finance and business management.	In the District Impact Statement (Appendix III), the Renewal Petition states that YES/CA intends to occupy the facility located at 9841 Texas Hill Road, Oregon House, CA. In addition, the Affirmations state that YES/CA will comply with any jurisdictional limitations to locations of its facilities. A new charter petition would require additional information about the facilities. Given that YES/CA has occupied and operated its facilities for some years, however, the Renewal Petition meets this requirement with the information provided.
	(4) petitioners personally lack the necessary background in areas critical to the charter school's success, and do not have a plan	The Members of the Council of Directors have a combination of backgrounds in education and business/finance. Only one (1) Director, Kathryn

	Education Code (EC)	California Code of Regulations (CCR)	Analysis
		to secure the services of individuals who have the necessary background in these areas: (A) Curriculum, instruction, and assessment. (B) Finance and business management.	Smith, has a strong education background, however. Based on the failure of the Renewal Petition to meet requirements in the areas of curriculum and finance, it appears that the Petitioners personally lack the background in areas critical to the charter school's success.
3.	The renewal petition does not contain the number of signatures required by subdivision (a). 47605(b)(3) <i>Note: 47605(a)(1) requires: (A) petition has been signed by a number of parents/guardians equal to one-half of the number of pupils that the charter school estimates will enroll in the school the first year; or (B) the petition has been signed by the number of teachers equal to one-half the number of teachers that the charter school estimates will be employed at the school during its first year.</i> <i>Also, the petition shall include a prominent statement that a signature thereon means that the parent/guardian is meaningfully interested in having his/her child attend the charter school, or for teachers, that the teacher is meaningfully interested in teaching at the charter school. The proposed charter shall be attached to the petition. (47605(a)(3)).</i>		The Renewal Petition does not contain any of the signatures required by Education Code section 47605(b)(3). However, the Education Code is silent on whether or not a Petition requires such signatures in the same manner as an initial petition. FINDING: It is likely, therefore, that the Renewal Petition meets this requirement.
		CCR 11967.5.1(d) For purposes of Education Code section 47605(b)(3), a charter petition that "does not contain the number of signatures required by subdivision (a)" of Education Code section 47605 shall be a petition that did not contain the requisite	The Renewal Petition does not contain any of the signatures required by Education Code section 47605(b)(3). However, the Education Code is silent on whether or not a Petition requires such signatures in the same manner as an initial

	Education Code (EC)	California Code of Regulations (CCR)	Analysis
		number of signatures at the time of its submission to a school district pursuant to Education Code section 47605(a). The State Board of Education shall not disregard signatures that may be purported to have been withdrawn or to have been determined to be invalid after the petition was denied by the school district.	petition. It is likely, therefore, that the Renewal Petition meets this requirement.
4.	The renewal petition does not contain an affirmation of each of the conditions described in Education Code section 47605(d). 47605(b)(4) (a) The charter school will be nonsectarian in its programs, admission policies, employment practices, and all other operations. (b) The charter school will not charge tuition. (c) The charter school will not discriminate against any pupil on the basis of ethnicity, national origin, gender or disability. (d) Admission shall not be determined according to the place of residence of the pupil, or of his or her parent or guardian, within the state, except that any existing public school converting partially or entirely to a charter school under this part shall adopt and maintain a policy giving admission preference to pupils who reside within the former attendance area of that public school.		FINDING: The Renewal Petition meets the requirement set forth in Sections 47605(b)(4) and 47605(d). (See also Affirmations and Appendix III, District Impact Statement [Student Population].)

	Education Code (EC)	California Code of Regulations (CCR)	Analysis
		CCR 11967.5.1(e) For purposes of Education Code section 47605(b)(4), a charter petition that "does not contain an affirmation of each of the conditions described in subdivision (d)" of Education Code section 47605 shall be a petition that fails to include a clear, unequivocal affirmation of each such condition, not a general statement of intention to comply. Neither the charter nor any of the supporting documents shall include any evidence that the charter will fail to comply with the conditions described in Education Code section 47605(d).	The Renewal Petition meets this requirement.
5.	The renewal petition does not contain a reasonably comprehensive description of the 16 required charter elements. 47605(b)(5)(A)-(P)		FINDINGS: The renewal Petition <i>does not</i> contain a reasonably comprehensive description of the following charter elements: 1. Description of the Educational Program. (47605(b)(5)(A)(i). 2. Measurable Pupil Outcomes. (47605(b)(5)(B).) 3. Method of Measurement of Pupil Progress. (47605(b)(5)(C). 4. Means to Achieve Racial and Ethnic Balance. (47605(b)(5)(G).) 5. Dispute Resolution Procedures. (47605(b)(5)(N).)

	Education Code (EC)	California Code of Regulations (CCR)	Analysis
			The Renewal Petition contains a reasonably comprehensive description of the following charter elements: 1. Governance Structure of the School. (47605(b)(5)(D) (Note, however, that the Renewal Petition fails to include a copy of YES/CA's conflict of interest policy.) 2. Employee Qualifications. (47605(b)(5)(E).) 3. Procedures to Ensure the Health and Safety of Pupils and Staff. (47605(b)(5)(F).) 4. Admission Requirements. (47605(b)(5)(H).) 5. Annual Audits. (47605(b)(5)(I).) 6. Procedures by Which Pupils Can Be Expelled. (47605(b)(5)(J).) 7. Manner By Which Staff Members are Covered by Retirement Systems. (47605(b)(5)(K).) 8. Public School Attendance Alternatives. (47605(b)(5)(L).) 9. Description of Rights of Charter Employees to Return to District Employment. (47605(b)(5)(M).) 10. Declaration of Public School Employer of Charter School Employees Pursuant to EERA. (47605(b)(5)(O).) 11. Procedures for Closing Charter School. (47605(b)(5)(P).)

	Education Code (EC)	California Code of Regulations (CCR)	Analysis
(A) (i)	A description of the educational program of the school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners.		1. The Renewal Petition fails to place sufficient emphasis on core curricular areas other than environmental science. 2. The Renewal Petition lacks clarification of student learning expectations tied to state standards, and lacks data tied to student performance on California State Standards. 3. The Renewal Petition's academic plan is unclear. 4. There is little to no evidence in the Renewal Petition of instructionally sound teacher built materials tied to state standards. 5. The science material described in the Renewal Petition covers only a narrow portion of the science standards. 6. The Renewal Petition contains no evidence of grade level academic goals tied to state standards. 7. The Renewal Petition contains no evidence of assessment, data, or accountability of academic goals tied to mastery of standards. 8. The Renewal Petition contains no expectations of what students will learn or when students will learn grade level state standards. 9. Instruction, as set forth in the Renewal Petition, does not follow guidelines of current state standards or Common Core Standards. 10. The Renewal Petition contains no evidence of the YES/CA program being successful with regard to student mastery of standards or college and career readiness.

	Education Code (EC)	California Code of Regulations (CCR)	Analysis
			11. Core values described in the Renewal Petition are not correlated to mastery of California State Standards. 12. The Renewal Petition lacks any form of data reflecting student and staff accountability and performance. 13. References to educational theory in the Renewal Petition are not supported with data or research. 14. The Renewal Petition fails to define multiple measures or support them by data. 15. Thematic units are referenced in the Renewal Petition, but do not cover core standards. 16. The EEI curriculum referenced in the Renewal Petition is not adequately described. 17. The Renewal Petition contains no evidence that Individual Learning Plans occur. 18. The Renewal Petition contains no evidence of the reclassification process tied to grades or CST scores. 19. Measureable pupil outcomes standards are unacceptable, as they are set well below state and district guidelines. FINDING: According to staff analysis and recommendations, the Renewal Petition fails to set forth an appropriate educational plan.

	Education Code (EC)	California Code of Regulations (CCR)	Analysis
	(ii) If the proposed school will serve high school pupils, a description of how the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the CSU as creditable under the "A" to "G" admissions criteria may be considered to meet college entrance requirements.		FINDING: This element is not applicable, as YES/CA is a K-8 school.
		CCR 11967.5.1(f)(1) The description of the educational program of the school, as required by Education Code section 47605(b)(5)(A), at a minimum:	
		(A) Indicates the proposed charter school's target student population, including, at a minimum, grade levels, approximate numbers of pupils, and specific educational interests, backgrounds or challenges.	The Renewal Petition meets this requirement.
		(B) Specifies a clear, concise school mission statement with which all elements and programs of the school are in alignment and which conveys the petitioner's definition of an "educated person in the 21st century," a belief of how learning best occurs, and a goals consistent with enabling pupils to become or remain self-motivated, competent, and lifelong learners.	The Renewal Petition provides a clear, concise mission statement. See above, however, for demonstrated concerns regarding whether the implementation of the educational program proposed will meet the mission statement.

	Education Code (EC)	California Code of Regulations (CCR)	Analysis
		(C) Includes a framework for instructional design that is aligned with the needs of the pupils that the charter school has identified as its target student population.	As set forth above, the Renewal Petition does not meet this requirement.
		(D) Indicates the basic learning environment or environments (e.g., site-based matriculation, independent study, community-based education, technology-based education).	The Renewal Petition meets this requirement.
		(E) Indicates the instructional approach or approaches the charter school will utilize, including, but not limited to, the curriculum and teaching methods (or a process for developing the curriculum and teaching methods) that will enable the school's pupils to master the content standards for the four core curriculum areas adopted by the SBE pursuant to Education Code section 60605 and to achieve the objectives specified in the charter.	As set forth above, the Renewal Petition does not meet this requirement.
		(F) Indicates how the charter school will identify and respond to the needs of pupils who are not achieving at or above expected levels.	The Renewal Petition contains errors regarding how such students will be served and how differentiated instruction is to be provided to accelerate students who are below grade level. Therefore, the Renewal Petition does not meet this requirement.
		(G) Indicates how the charter school will meet the needs of students with disabilities, English learners, students achieving substantially above or below grade level expectations, and other special student populations.	There is no evidence that the Renewal Petition meets the needs of English Learners. No evidence of English Learner ELD curriculum or instruction is provided. Therefore, the Renewal Petition does not meet this requirement.

	Education Code (EC)	California Code of Regulations (CCR)	Analysis
		(H) Specifies the charter school's special education plan, including, but not limited to, the means by which the charter school will comply with the provisions of Education Code section 47641, the process to be used to identify students who qualify for special education programs and services, how the school will provide or access special education programs and services, the school's understanding of its responsibilities under law for special education pupils, and how the school intends to meet those responsibilities.	The Renewal Petition indicates that YES/CA expects the District to be responsible for all special education obligations. If the District is to provide special education services, the parties will need to enter into an MOU regarding YES/CA's funding of those services. (The Renewal Petition indicates approval would be contingent upon the parties entering an MOU for various services.) Under the Charter Schools Act, the chartering district is generally responsible for much of the charter school's special education program, unless the charter school applies to be, and becomes its own LEA. At one time, YES/CA agreed to "Continue to diligently and in good faith make every reasonable effort to obtain independent LEA status for the purpose of special education." It does not appear that YES/CA has met that requirement.
		<u>CSBA Recommendation:</u> CSBA recommends that a "reasonably comprehensive description" would address the following: • Mission and goals of the proposed charter school. • Description of the educational program, including how instructional resources will be provided. • Description of instruction methodology to be used.	The Renewal Petition does not meet this recommendation. The Renewal Petition does not meet this recommendation. The Renewal Petition does not meet this recommendation.

	Education Code (EC)	California Code of Regulations (CCR)	Analysis
		• Description of curriculum plan, including method of curriculum planning and process by which best practices can be exchanged (pursuant to charter law intent to create innovative programs). • Description of the valid evidence provided that supports the program's objectives and how learning best occurs or, if such evidence is not available, an explanation for the theoretical basis supporting the program's approach to learning. • Clear identification of which students the charter is attempting to educate and why. • Description of support and intervention systems that will be available to assist struggling students. • Description of how the charter school will accomplish the goal that students become "self-motivated, competent and lifelong learners." • Description of how any federal dollars will be utilized as a component of the charter's program. • Description of how the proposed school uniquely provides for unmet needs of students in the district. • Empirical evidence to support successes of the educational program.	The Renewal Petition does not meet this recommendation. The Renewal Petition does not meet this recommendation. The Renewal Petition meets this recommendation. The Renewal Petition does not meet this recommendation. The Renewal Petition does not meet this recommendation. This recommendation is not applicable to the YES/CA Renewal Petition. The Renewal Petition does not meet this recommendation. The Renewal Petition does not meet this recommendation.

	Education Code (EC)	California Code of Regulations (CCR)	Analysis
		Description of how a charter school that will serve high school pupils will inform parents about the transferability and eligibility of courses to other public high schools and about how students can meet college entrance requirements.	This recommendation is not applicable, as YES/CA will not serve high school students.
(B)	The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program.		1. As more fully discussed at pages 17 and 18, below, the renewal petition fails to specify skills, knowledge, and attitudes that reflect the school's educational objectives. The Renewal Petition also fails to demonstrate how the educational program assists students with mastering state standards. 2. The Renewal Petition meets API growth requirements for renewal charter petitions. (47607(b).) FINDING: The Renewal Petition fails to meet this requirement.
		CCR 11967.5.1(f)(2) Measurable pupil outcomes, as required by Education Code section 47605(b)(5)(B), at a minimum:	
		(A) Specify skills, knowledge, and attitudes that reflect the school's educational objectives and can be assessed, at a minimum, by objective means that are frequent and sufficiently detailed enough to determine whether pupils are making satisfactory progress. It is intended that the frequency of objective means of measuring pupil outcomes vary according to such factors as grade level, subject matter, the outcome of previous	The Renewal Petition fails to meet this requirement as follows: 1. The Renewal Petition lacks clarification of student learning expectations tied to state standards, and lacks data tied to student performance on California State Standards. 2. There is little to no evidence in the Renewal Petition of instructionally sound teacher built materials tied to state standards.

	Education Code (EC)	California Code of Regulations (CCR)	Analysis
		objective measurements, and information that may be collected from anecdotal sources. Sufficiently detailed, objective means of measuring pupil outcomes must be capable of being used readily to evaluate the effectiveness of, and to modify instruction for, individual students and for groups of students.	3. The Renewal Petition contains no evidence of grade level academic goals tied to state standards. 4. The Renewal Petition contains no evidence of assessment, data, or accountability of academic goals tied to mastery of standards. 5. The Renewal Petition contains no expectations of what students will learn or when students will learn grade level state standards. 6. The Renewal Petition contains no evidence of the YES/CA program being successful with regard to student mastery of standards or college and career readiness. 7. Core values described in the Renewal Petition are not correlated to mastery of California State Standards. 8. The Renewal Petition lacks any form of data reflecting student and staff accountability and performance. 9. References to educational theory in the Renewal Petition are not supported with data or research. 10. The Renewal Petition fails to define multiple measures or support them by data.
	(B)	Include the school's Academic Performance Index growth target, if applicable.	This requirement is specifically applicable to a Renewal Petition. At Part C to the Introduction of the Renewal Petition, the Renewal Petition states that YES/CA "has met or exceeded its API growth target in last [sic] year." For 2012, the growth target was 5, and the actual growth was 11.

	Education Code (EC)	California Code of Regulations (CCR)	Analysis
		<i>Note: Education Code 47607(b) provides certain API score requirements for the renewal of a charter school that has been in operation for at least four (4) years.</i>	A review of the California Department of Education website confirms this data. In addition, the California Department of Education reports that the growth target was met both school wide and for all groups. (See Education Code § 47607(b).) Therefore, the Renewal Petition meets this requirement. For additional discussion of pupil achievement requirements, <i>see endnote 11.</i>
		<u>CSBA Recommendation:</u> CSBA recommends that a “reasonably comprehensive description” would address the following: • Identification of the measurable student outcomes, including baseline goals, that will be utilized. • Description of how the outcomes are consistent with the skills, knowledge and attitudes expected of the students as described in the program’s goals. • Evidence that the school’s academic standards meet or exceed statewide standards, as required by Education Code § 47605.	The Renewal Petition does not meet this recommendation. The Renewal Petition does not meet this recommendation. The Renewal Petition does not meet this recommendation.
(C)	The method by which pupil progress in meeting those pupil outcomes is to be measured.		FINDING: The Petition fails to meet this requirement, see (A), immediately below (pages 18 and 19).

	Education Code (EC)	California Code of Regulations (CCR)	Analysis
		CCR 11967.5.1(f)(3) The method by which pupil progress is to be measured, as required by Education Code section 47605(b)(5)(C), at a minimum:	
		(A) Utilizes a variety of assessment tools that are appropriate to the skills, knowledge, or attitudes being assessed, including, at a minimum, tools that employ objective means of assessment consistent with paragraph (2)(A) of subdivision (f) of this section.	The Renewal Petition fails to meet this requirement as follows: 1. The Renewal Petition lacks clarification of student learning expectations tied to state standards, and lacks data tied to student performance on California State Standards. 2. There is little to no evidence in the Renewal Petition of instructionally sound teacher built materials tied to state standards. 3. The Renewal Petition contains no evidence of grade level academic goals tied to state standards. 4. The Renewal Petition contains no evidence of assessment, data, or accountability of academic goals tied to mastery of standards. 5. The Renewal Petition contains no expectations of what students will learn or when students will learn grade level state standards. 6. The Renewal Petition contains no evidence of the YES/CA program being successful with regard to student mastery of standards or college and career readiness 7. Core values described in the Renewal Petition are not correlated to mastery of California State Standards.

	Education Code (EC)	California Code of Regulations (CCR)	Analysis
			8. The Renewal Petition lacks any form of data reflecting student and staff accountability and performance. 9. References in the Renewal Petition to educational theory are not supported with data or research. 10. Multiple measures are not defined in the Renewal Petition or supported by data. 11. Measureable pupil outcomes standards set forth in the Renewal Petition are unacceptable, as they are set well below state and district guidelines.
		(B) Includes the annual assessment results from the Statewide Testing and Reporting (STAR) program.	Evidence of test scores in the Renewal Petition is not sufficient to meet this recommendation.
		(C) Outlines a plan for collecting, analyzing, and reporting data on pupil achievement to school staff and to pupil's parents and guardians, and for utilizing the data continuously to monitor and improve the charter school's educational program.	The Renewal Petition meets this requirement.
		<u>CSBA Recommendation</u> CSBA recommends that a "reasonably comprehensive description" would address the following: Description of the method(s) for measuring stated student outcomes and clear, attainable goals and criteria for judging whether pupil outcomes and baseline goals have been achieved.	The Renewal Petition does not meet this recommendation.

	Education Code (EC)	California Code of Regulations (CCR)	Analysis
		- Description of how often progress will be measured. - Description of assessment instruments (e.g., standardized tests, AP tests, portfolios, etc.). - Description of how the school will comply with testing requirements under the Academic Performance Index and how students will be assessed to ensure that they are meeting state standards in required subject areas (Education Code § 47605(c)(1)). - Description of how the school will meet the requirements of the federal No Child Left Behind Act with regard to "adequate yearly progress."	The Renewal Petition does not meet this recommendation. The Renewal Petition does not meet this recommendation. The Renewal Petition does not meet this recommendation. The Renewal Petition fails to address Annual Measurable Objectives or federal AYP targets. It does not appear that the Petitioners understand state and federal Academic Accountability. Therefore, the Renewal Petition does not meet this recommendation.
	(D) The governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parental involvement.		FINDING: The Renewal Petition meets this requirement, with one exception. The Renewal Petition fails to include a copy of YES/CA's conflict of interest policy.

	Education Code (EC)	California Code of Regulations (CCR)	Analysis
		CCR 11967.5.1(f)(4) The governance of the structure of the school, including, but not limited to, the process to be followed by the school to ensure parental involvement in supporting the school's effort on behalf of the school's pupils, as required by Education Code section 47605(b)(5)(D), at a minimum:	The Renewal Petition provides for a Council of Directors made up of community members, parents, and one teacher. The District may, at its discretion, have a member on the Council, although we would advise against this. It appears that the District has not exercised this right in the past.
		(A) Includes evidence of the charter school's incorporation as a non-profit public benefit corporation, if applicable.	The Renewal Petition meets this requirement.
		(B) Includes evidence that the organizational and technical designs of the governance structure reflect a seriousness of purpose necessary to ensure that:	YES/CA's organizational structure is similar to that of many other independent charter schools operating in the State. YES/CA will be directly funded, and deemed an independent charter school, subject to oversight from the District.
		1. The charter school will become and remain a viable enterprise.	The Renewal Petition appears to provide a governance structure which will assist in maintaining the School as a viable enterprise. YES/CA's "Submittal Cover Letter" states that YES/CA's enrollment has increased, but that it can maintain fiscal solvency with an enrollment of 90. Enrollment numbers should be carefully reviewed prior to approval of the renewal, however.
		2. There will be active and effective representation of interested parties, including, but not limited to parents (guardians).	The governance structure provides for representation of community members, parents and the District.

Education Code (EC)	California Code of Regulations (CCR)	Analysis
	3. The educational program will be successful.	The representation of varied interest in the governance structure helps to ensure that the educational program will be successful.
	<u>CSBA Recommendation</u> CSBA recommends that a "reasonably comprehensive description" would address the following: • The status of the charter school as a nonprofit public benefit corporation or public school. • If the charter school will operate as a nonprofit public benefit corporation, provisions for the liability for the debts and obligations of the charter school and a description of school's governance structure under the nonprofit public benefit corporation model. • If the charter school will be run by a management company, description of the company's role in the school's operation and oversight. • Description of the school's governing board, including how many will sit on the board, the selection process, the decision-making process, the length of board members' terms, and how they will be removed, if necessary. The chartering board's official duties in the governance structure of the charter school, if any, should be delineated. Methods for resolving issues of conflict of interest for members of the governing body should also be addressed.	The Renewal Petition meets this recommendation. The Renewal Petition meets this recommendation. This recommendation is not applicable, as YES/CA is not run by a management company. The Renewal Petition provides that there will be seven (7) directors, and for the composition of the Council. A copy of the Bylaws is attached at Appendix 8. The Renewal Petition provides for the Councils' official duties. The Renewal Petition does not satisfactorily address conflicts of interest, as an adopted conflict of interest code is not included (though the Renewal Petition states one is included at Appendix 8). The Renewal Petitioners provided a draft conflict of interest code in a previous Petition, however, so one may have been adopted by YES/CA previously.

	Education Code (EC)	California Code of Regulations (CCR)	Analysis
		• Description of how the school will be run on a day-to-day basis, including descriptions of decision-making processes, financial permissions and restraints, parental involvement. • Assurances that the school will regularly consult with parents and teachers regarding the school's educational program, as required by Education Code 47605. • Protocol for governing board meetings, such as the Brown Act and Robert's Rules of Order.	The Renewal Petition provides a satisfactory description of the duties and obligations of both the Board of Directors and the Administrator (or Director/Principal) The Renewal Petition meets this recommendation. The Renewal Petition states that Council of Directors meetings will be governed by The Brown Act. The Renewal Petition also provides information regarding the necessary votes to take action, and that YES/CA will abide by the Brown Act. The Renewal Petition meets this recommendation.
(E)	The qualifications to be met by individuals to be employed by the school.	CCR 11967.5.1(f)(5)	FINDING: The Renewal Petition meets this requirement.
		The qualifications to be met by individuals to be employed by the school, as required by Education Code section 47605(b)(5)(E), at a minimum: (A) Identify general qualifications for the various categories of employees the school anticipates (e.g., administrative, instructional, instructional support, non-instructional support). The qualifications	The Renewal Petition meets this requirement.

	Education Code (EC)	California Code of Regulations (CCR)	Analysis
		shall be sufficient to ensure the health, and safety of the school's faculty, staff, and pupils.	
		(B) Identify those positions that the charter school regards as key in each category and specify the additional qualifications expected of individuals assigned to those positions.	The Renewal Petition meets this requirement.
		(C) Specify that the all requirements for employment set forth in applicable provisions of law will be met, including, but not limited to credentials as necessary.	The Renewal Petition meets this requirement.
		<u>CSBA Recommendations</u> CSBA recommends that a "reasonably comprehensive description" would address the following: - The types of credentials, if any, the teachers will be required to hold (i.e., professional clear, preliminary, permit, waiver). Teachers in core subjects must hold a valid teacher credential, permit or other equivalent document required by public schools. - The process to be used to provide for the inspection of credentials, i.e., a description of the process for handling credential checking and other personnel matters. - The credentials/qualifications of other charter school staff (e.g., counselors, librarians, administrators, and others).	The Renewal Petition provides, in the Assurances, that teachers will hold the required credentials. Therefore, it meets this recommendation. The Renewal Petition meets this recommendation. This recommendation is not applicable.

	Education Code (EC)	California Code of Regulations (CCR)	Analysis
		• Verification that teachers and para-professionals are "highly qualified" as required by the federal No Child Left Behind Act. • Statement of acknowledgment that all employees, even if not public, are subject to state and federal employment laws.	The Renewal Petition meets this recommendation. The Renewal Petition meets this recommendation.
(F)	The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirements that each employee of the school furnish the school with a criminal record summary as described in Section 44237.		FINDING: The Renewal Petition meets this requirement.
		CCR 11967.5.1(f)(6) The procedures that the school will follow to ensure the health and safety of pupils and staff, as required by Education Code section 47605(b)(5)(F), at a minimum: (A) Require that each employee of the school furnish the school with a criminal record summary as described in Education Code section 44237. (B) Include the examination of faculty and staff for tuberculosis as described in Education Code section 49406. (C) Require immunization of pupils as a condition of school attendance to the same extent as would apply if the pupils attended a non-charter public school.	The Renewal Petition meets this requirement. The Renewal Petition meets this requirement. The Renewal Petition meets this requirement.

	Education Code (EC)	California Code of Regulations (CCR)	Analysis
		(D) Provide for the screening of pupils' vision and hearing and the screening of pupils for scoliosis to the same extent as would apply if the pupils attended a non-charter public school.	The Renewal Petition meets this requirement.
		CSBA recommends that a "reasonably comprehensive description" would address the following: • Method for conducting criminal background checks on employee candidates, as required by Education Code §§ 44830.1 and 45122.1, to ensure that the charter school does not hire any person who has been convicted of a violent or serious felony. • Requirement of a health check for all employees pursuant to district personnel policies, where applicable. • Assurance that the charter school's facilities meet state and local building codes. • Assurance that the charter facilities meet federal requirements, including the Americans with Disabilities Act (ADA). • Description of the charter's safety plan and disaster plan, if any. • Description of efforts to comply with state and federal laws regarding food safety and environmental protection.	The Renewal Petition meets this recommendation. The Renewal Petition meets this recommendation. The Renewal Petition meets this recommendation. The Renewal Petition meets this recommendation. The Renewal Petition meets this recommendation. The Renewal Petition meets this recommendation.

	Education Code (EC)	California Code of Regulations (CCR)	Analysis
		Description of efforts to comply with state and federal laws designed to protect children, including but not limited to the proper administration of medication and drugs to students in schools and the reporting of child abuse.	The Renewal Petition meets this recommendation.
(G)	The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.		The "Means to Achieve Racial and Ethnic Balance" element of the Renewal Petition contains the identical methods listed in YES/CA's 2010 and 2011 Renewal Petition submissions. For a Renewal Petition for a charter school that has been in operation for five years, the District should expect to see a description of how the recruitment efforts have succeeded (or failed), and any changes implemented to encourage additional recruitment. FINDING: The Petition does not contain any such information and, therefore, does not meet this requirement.
		CCR 11967.5.1(f)(7) Recognizing the limitations on admissions to charter school imposed by Education Code section 47605(d), the means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted, as required by Education Code section 47605(b)(5)(G), shall be presumed to have been met, absent specific information to the contrary.	The "Means to Achieve Racial and Ethnic Balance" element of the Renewal Petition contains the identical methods listed in YES/CA's 2010 and 2011 Renewal Petition submissions. For a Renewal Petition for a charter school that has been in operation for five years, the District should expect to see a description of how the recruitment efforts have succeeded (or failed), and any changes implemented to encourage additional recruitment. The Petition does not contain any such information and, therefore, does not meet this requirement.

	Education Code (EC)	California Code of Regulations (CCR)	Analysis
		<u>CSBA Recommendation</u> CSBA recommends that a “reasonably comprehensive description” would address the following: • Description of efforts to ensure racial and ethnic balance. Note that if a charter school is started in a district that operates under a Title VI desegregation plan approved by the Office of Civil Rights, or under a court order requiring desegregation, the charter school must be operating in a way that is consistent with those regulations. The establishment of a charter school cannot adversely affect the racial composition of the schools from which the charter school students will be taken.	The Petition does not meet this recommendation, as set forth above.
	(H) Admission requirements, if applicable. Section 47605 (d)(2). Must admit all. If not enough capacity, use random drawing. Preference to kids currently attending the charter school and to those who reside in the district. In event of drawing, chartering authority shall make reasonable efforts to accommodate growth of charter school.		FINDING: The Renewal Petition meets this requirement.
		CCR 11967.5.1(f)(8) To the extent admission requirements are included in keeping with Education Code section 47605(b)(5)(H), the requirements shall be in compliance with the requirements of Education Code section 47605(d) and any other applicable provision of law.	The Renewal Petition meets this requirement.

	Education Code (EC)	California Code of Regulations (CCR)	Analysis
		<u>CSBA Recommendation</u> CSBA recommends that a “reasonably comprehensive description” would address the following: - Description of the specific admissions requirements, if any, of the proposed charter, except that selection must not be based on academic or athletic ability or on place of residence except that a conversion school shall give admission preference to students who reside within the former attendance area of the public school. (Note: Community school and independent study average daily attendance shall be claimed by school districts, county superintendents of schools and charter schools only for pupils who are residents of the county in which the apportionment claim is reported, or who are residents of a county immediately adjacent to the county in which the apportionment claim is reported. (Education Code § 51747.3(b).) Also, the petitioner must provide assurance that the charter school shall admit all students who wish to attend. - Method to be used to conduct a public random drawing for admission if more students wish to attend than space permits (Education Code § 47605). - Description of how the admissions requirements are consistent with laws regarding discrimination.	The Renewal Petition meets this recommendation. The Renewal Petition meets this recommendation. The Renewal Petition meets this recommendation.

	Education Code (EC)	California Code of Regulations (CCR)	Analysis
		Note that with regard to student recruitment, charter schools cannot recruit students in any way that discriminates against students on the basis of race, gender, color, national origin, or disability. In advertising for students, charter schools are required by federal law to distribute materials in ways that effectively reach all segments of the parent community. Charter schools must also be sure to safeguard the rights of parents who are limited-English proficient, providing materials in languages other than English in order to communicate effectively with all parent groups. Similarly, in recruiting students of parents with disabilities, outreach materials should be available upon request in various alternative formats (such as Braille or large print, or in public meetings where interpreters are available).	
(I)	The manner in which annual, independent, financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.		FINDING: The Renewal Petition meets this requirement.
		CCR 11967.5.1(f)(9) The manner in which annual, independent, financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority, as required by Education Code section 47605(b)(5)(I), at a minimum: (A) Specify who is responsible for contracting and overseeing the independent audit.	The Renewal Petition meets this requirement. The Renewal Petition meets this requirement.

Education Code (EC)	California Code of Regulations (CCR)	Analysis
	(B) Specify that the auditor will have experience in education finance.	The Renewal Petition meets this requirement.
	(C) Outline the process of providing audit reports to the State Board of Education, or California Department of Education, or other agency as the State Board of Education may direct, and specifying the time line in which audit exceptions will typically be addressed.	The Renewal Petition meets this requirement.
	(D) Indicate the process that the charter school will follow to address any audit findings and/or resolve any audit exceptions.	The Renewal Petition meets this requirement.
	<u>CSBA Recommendation</u> CSBA recommends that a "reasonably comprehensive description" would address the following: • Manner in which the audit will be made public. • Description of the manner in which the charter school will provide the district with regular financial updates. • Description of services the charter intends to contract out to the district or another provider (if not included in a memorandum of understanding). • Manner in which audit exceptions and deficiencies will be resolved to the satisfaction of the chartering board.	The Renewal Petition meets this recommendation. The Renewal Petition meets this recommendation. The Renewal Petition meets this recommendation. The Renewal Petition meets this recommendation.

	Education Code (EC)	California Code of Regulations (CCR)	Analysis
(J)	The procedures by which pupils can be suspended or expelled.		FINDING: The Renewal Petition meets this requirement.
		CCR 11967.5.1(f)(10) The procedures by which pupils can be suspended or expelled, as required by Education Code section 47605(b)(5)(J), at a minimum: (A) Identify a preliminary list, subject to later revision pursuant to subparagraph (E), of the offenses for which students in the charter school must (where non-discretionary) and may (where discretionary) be suspended and, separately, the offenses for which students in the charter school must (where non-discretionary) or may (where discretionary) be expelled, providing evidence that the petitioners' reviewed the offenses for which students must or may be suspended or expelled in non-charter public schools.	The Renewal Petition meets this requirement.
		(B) Identify the procedures by which pupils can be suspended or expelled.	The Renewal Petition meets this requirement.
		(C) Identify the procedures by which parents, guardians, and pupils will be informed about reasons for suspension or expulsion and of their due process rights in regard to suspension or expulsion.	The Renewal Petition meets this requirement.
		(D) Provide evidence that in preparing the lists of offenses specified in subparagraph (A) and the procedures specified in subparagraphs (B) and (C), the petitioners reviewed the lists of offenses and	The Renewal Petition meets this requirement.

	Education Code (EC)	California Code of Regulations (CCR)	Analysis
		procedures that apply to students attending non-charter public schools, and provide evidence that the charter petitioners believe their proposed lists of offenses and procedures provide adequate safety for students, staff, and visitors to the school and serve the best interests the school's pupils and their parents (guardians).	
		(E) If not otherwise covered under subparagraphs (A), (B), (C), and (D): 1. Provide for due process for all pupils and demonstrate an understanding of the rights of pupils with disabilities in regard to suspension and expulsion. 2. Outline how detailed policies and procedures regarding suspension and expulsion will be developed and periodically reviewed, including, but not limited to, periodic review and (as necessary) modification of the lists of offenses for which students are subject to suspension or expulsion.	The Renewal Petition meets this requirement. The Renewal Petition meets this requirement.
		<u>CSBA Recommendations</u> CSBA recommends that a "reasonably comprehensive description" would address the following: • Description of discipline steps to be taken prior to suspension or expulsion. • Grounds for suspension and expulsion and how these are consistent with federal law.	The Renewal Petition meets this recommendation. The Renewal Petition meets this recommendation.

	Education Code (EC)	California Code of Regulations (CCR)	Analysis
		• Suspension and expulsion policies for special education students and how these are consistent with federal law. • Appeal process, if any. • Educational alternative, if any, to be provided for students who are suspended/expelled. • Assurance that the district will receive notice of expulsions.	The Renewal Petition meets this recommendation. The Renewal Petition meets this recommendation. The Renewal Petition meets this recommendation. The Renewal Petition meets this recommendation.
(K)	The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.		FINDING: The Renewal Petition meets this requirement.
		CCR 11967.5.1.(f)(11) The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security, as required by Education Code section 47605(b)(5)(K), at a minimum, specifies the positions to be covered under each system and the staff who will be responsible for ensuring that appropriate arrangements for that coverage have been made.	The Renewal Petition meets this requirement.

	Education Code (EC)	California Code of Regulations (CCR)	Analysis
		<u>CSBA Recommendations</u> CSBA recommends that a "reasonably comprehensive description" would address the following: • Description of which staff will be covered by which retirement system.	The Renewal Petition meets this recommendation.
(L)	The public school attendance alternatives for pupils residing within the district who choose not to attend charter schools.	CCR 111967.5.1.(f)(12) The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools, as required by Education Code section 47605(b)(5)(L), at a minimum, specify that the parent or guardian of each pupil enrolled in the charter school shall be informed that the pupils has no right to admission in a particular school of any local education agency (or program of any local education agency) as a consequence of enrollment in the charter school, except to the extent that such a right is extended by the local education agency.	FINDING: The Renewal Petition meets this requirement.
			The Renewal Petition meets this requirement.
		<u>CSBA Recommendation</u> CSBA recommends that a "reasonably comprehensive description" would address the following: • Description of attendance alternatives that is consistent with district policy relative to intradistrict attendance.	The Renewal Petition meets this recommendation.

	Education Code (EC)	California Code of Regulations (CCR)	Analysis
(M)	A description of the rights of any employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school.		FINDING: The Renewal Petition meets this requirement.
		CCR 11967.5.1(f)(13) The description of the rights of any employees of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school, as required by Education Code section 47605(b)(5)(M), at a minimum, specifies that an employee of the charter school shall have the following rights:	The Renewal Petition meets this requirement.
		(A) Any rights upon leaving the employment of a local education agency to work in the charter school that the local education agency may specify.	The Renewal Petition meets this requirement.
		(B) Any rights of return to employment in a local education agency after employment in the charter school as the local education agency may specify.	The Renewal Petition meets this requirement.

	Education Code (EC)	California Code of Regulations (CCR)	Analysis
		(C) Any other rights upon leaving employment to work in the charter school and any rights to return to a previous employer after working in the charter school that the State Board of Education determines to be reasonable and not in conflict with any provisions of law that apply to the charter school or to the employer from which the employee comes to the charter school or to which the employee returns from the charter school.	The Renewal Petition meets this requirement.
		<u>CSBA Recommendation</u> CSBA recommends that a "reasonably comprehensive description" would address the following: • Relevant provisions of applicable statutes, district policy and/or the district collective bargaining agreement relative to separation of employment from the district.	The Renewal Petition meets this recommendation.
(N)	The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter.		The Renewal Petition contains dispute resolution procedures for both internal disputes and disputes with the District. Internal disputes will be addressed by the Administrator, with appeal to the Council of Directors where necessary. The Renewal Petition fails to provide an internal complaint procedure, however.

	Education Code (EC)	California Code of Regulations (CCR)	Analysis
			For disputes with the District, informal resolution will be attempted. This includes a meeting between two Council members, two District Board members, the District Superintendent and the YES/CA Administrator. If this informal process fails, the Parties will utilize the services of a neutral, third-party mediator. If mediation fails, either party may use any legal remedy available to resolve the issue. This provision also states that it is not a prerequisite to revocation of the Charter where deemed necessary by the District. FINDING: The Renewal Petition meets this requirement, with the exception of the failure to include an internal complaint policy.
		CCR 11967.5.1.(f)(14) The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter, as required by Education Code section 47605(b)(5)(N), at a minimum:	The Renewal Petition meets this requirement, except that it fails to include a complaint policy for internal complaints.
		(A) Include any specific provisions relating to dispute resolution that the State Board of Education determines necessary and appropriate in recognition of the fact that the State Board of Education is not a local education agency.	Not applicable. (This provision only applies to charter schools chartered by the State Board of Education.)
		(B) Describe how the costs of the dispute resolution process, if needed, would be funded.	The Renewal Petition meets this requirement. The parties will share the costs equally.

	Education Code (EC)	California Code of Regulations (CCR)	Analysis
		(C) Recognize that, because it is not a local education agency, the State Board of Education may choose resolve a dispute directly instead of pursuing the dispute resolution process specified in the charter, provided that if the State Board of Education intends to resolve a dispute directly instead of pursuing the dispute resolution process specified in the charter, it must first hold a public hearing to consider arguments for and against the direct resolution of the dispute instead of pursuing the dispute resolution process specified in the charter.	Not applicable. (This provision only applies to charter schools chartered by the State Board of Education.)
		(D) Recognize that if the substance of a dispute is a matter that could result in the taking of appropriate action, including, but not limited to, revocation of the charter in accordance with Education Code section 47604.5, the matter will be addressed at the State Board of Education's discretion in accordance with that provision of law and any regulations pertaining thereto.	Not applicable. (This provision only applies to charter schools chartered by the State Board of Education.)
		<u>CSBA Recommendation</u> CSBA recommends that a "reasonably comprehensive description" would address the following: • The dispute procedure, including whether it includes an outside, third party. • Relevant timelines for the dispute resolution.	The Renewal Petition meets this recommendation. The Renewal Petition does not provide timelines for mediation, only for the informal dispute process. Timelines are required.

	Education Code (EC)	California Code of Regulations (CCR)	Analysis
		Method, if any, for appeals.	The Renewal Petition does not meet this recommendation.
(O)	A declaration whether or not the charter school shall be deemed the exclusive public school employer of the employees of the charter school for the purposes of the Educational Employment Relations Act (Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code).		FINDING: The Renewal Petition meets this requirement. YES/CA will be the exclusive public school employer. (See "Affirmations.")
		CCR 11967.5.1(f)(15) The declaration of whether or not the charter school shall be deemed the exclusive public school employer of the employees of the charter school for the purposes of the Educational Employment Relations Act (Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code), as required by Education Code section 47605(b)(5)(O), recognizes that the State Board of Education is not an exclusive public school employer and that, therefore, the charter school must be the exclusive public school employer of the employees of the charter school for the purposes of the Educational Employment Relations Act (Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code).	The Renewal Petition meets this requirement.
		<u>CSBA Recommendation</u> CSBA recommends that a "reasonably comprehensive description" would address the following:	

	Education Code (EC)	California Code of Regulations (CCR)	Analysis
		• A declaration of whether charter school employees will be part of the collective bargaining unit in the charter school's sponsoring district. • Statement that charter school employees who are part of the sponsoring district's or county's employee union will be employed under the terms of the district or county collective bargaining agreement. • If the petitioners elect not to have charter school employees join the sponsoring district's or county's employee union, a declaration as to whether petitioners intend to organize and bargain as a separate unit. Note that charter employees are not required to engage in collective bargaining, but they have that right if they choose as a group to do so.	The Renewal Petition meets this recommendation. The Renewal Petition meets this recommendation. The Renewal Petition meets this recommendation.
(P)	A description of the procedures to be used if the charter school closes. The procedures shall ensure a final audit of the school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records.		FINDING: The Renewal Petition meets this requirement. It includes a description of process of closing the School including the necessary financial audit, the disposition of assets and liabilities, and the maintenance and transfer of pupil records.
		<u>CSBA Recommendation</u> CSBA recommends that a "reasonably comprehensive description" would address the following: • Description of the final audit of the school to determine the disposition of all assets and liabilities of the charter school.	The Renewal Petition meets this recommendation.

Education Code (EC)	California Code of Regulations (CCR)	Analysis
	Plans for disposing of any net assets and for the maintenance and transfer of pupil records.	The Renewal Petition meets this recommendation.

Additional Requirements:

1. The School District must require Petitioners to provide information regarding the proposed operation and potential effects of the School, including but not limited to:

- (a) The facilities to be used by the School.

In the District Impact Statement (Appendix III), the Renewal Petition states that YES/CA intends to occupy the facility located at 9841 Texas Hill Road, Oregon House, CA. In addition, the Affirmations state that YES/CA will comply with any jurisdictional limitations to locations of its facilities.

A new charter petition would require additional information about the facilities. Given that YES/CA has occupied and operated in its facilities for some years, however, the Renewal Petition meets this requirement with the information provided.

- (b) The manner in which administrative services are to be provided.

The Renewal Petition provides information regarding its administration in the "Policies" section (XIII). The Administrator is responsible for most day-to-day tasks, and has "final right of denial or acceptance for any and all activities related to the school." The Administrator makes daily decisions regarding operation of YES/CA, and supervises teacher assignments. The Administrator also makes day to day decisions about purchases and repairs, and conducts most employment actions (such as negotiate employee contracts). The Council of Directors makes decisions regarding finances, contracts, discipline, and "more." The "Administrator," also called "Director/Principal" throughout the Renewal Petition, has several delegated duties (see Element 4, Page 4 and 5). This includes financial and other activities. It is unclear how much, if any, support this position has, but the position is responsible for almost the entirety of YES/CA's day to day operation.

The Renewal Petition provides, in the "District Impact Statement," that the District will not be responsible for any YES/CA administrative services. Instead, the Renewal Petition states that YES/CA will contract with a charter school business service to "manage the initial collection, reporting, and development of financial data... for the school." Presumably, YES/CA already contracts with a vendor for these services. The Renewal Petition should have included that information, as well as any contract between the entities.

- (c) Potential civil liability effects, if any, upon the School and upon the School District.

The Renewal Petition meets this requirement.

- (d) The description of the facilities to be used by the charter school shall specify where the School intends to locate. (47605(g).)

The Renewal Petition meets this requirement (see above).

2. Petitioners are required to provide financial statements that include;

- (a) A proposed first-year operational budget.

The Renewal Petition provides this information. Please see above for analysis.

- (b) Start-up costs.

Not applicable.

- (c) Cash-flow and financial projections for the first three years of operation. (47605(g).)

The Renewal Petition provides this information. Please see above for analysis.

3. A charter school shall admit all pupils who wish to attend the School. (47605(d)(2).)

The Renewal Petition meets this requirement.

4. In reviewing petitions, the district shall give preference to petitions that demonstrate the capability to provide comprehensive learning experiences to pupils identified by the petitioner as academically low achieving pursuant to the standards established by the CDE under Section 540332. (47605(h).)

Nothing in the Renewal Petition indicates that YES/CA has demonstrated the capability to provide comprehensive learning experiences to pupils identified by the Petitioner as academically low achieving pursuant to the Standards established by the CDE under Section 540332

5. No charter shall be granted that authorizes the conversion of any private school to a charter school. (47602(b).)

The Renewal Petition does not authorize the conversion of a private school to a charter school.

6. The proposed charter shall be attached to the Petition. (47605(a)(3).)

Not applicable.

7. Cannot require employee to work in charter school; cannot require student to attend charter school. (47605 (e), (f).)

The Renewal Petition meets these requirements.

8. Must locate within boundaries of chartering authority unless an exception applies. (47605.1.)

The Renewal Petition meets this requirement.

9. Analysis of Renewal Petition Section Entitled "Policies":

a. *Dress and Appearance Policy*

The dress and appearance policy fails to provide exceptions for religious or other free expression which may be expressed through clothing or other adornments. While charter schools are not subject to the Education Code provisions regarding student free speech, they are subject to both the State and Federal Constitutional guarantees of free speech. The Renewal Petition must either provide for exceptions in its Dress and Appearance Policy, or must implement a separate "free expression" policy.

b. *Acceptable Use of Technology*

The Renewal Petition fails to set forth an appropriate Acceptable Use of Technology Policy. The Policy fails to address bullying and harassment. In addition, the policy must clearly state the following:

- *No user has an expectation of privacy in his or her use of any technological resources which are owned and operated by YES/CA; and*
- *Any document or data which is created, accessed, stored or used on YES/CA's technical resources is the property of YES/CA and is subject to search and viewing by the Director and/or the Council of Directors.*

10. Analysis of Renewal Petition Section Entitled "Additional Considerations – Written Amendments to Charter"

The Renewal Petition states that "[a]ll amendments to this Charter must be in writing and approved by a 2/3's majority of the Council of Directors." The Renewal Petition fails to indicate, however, that the Charter Schools Act requires that all "material revisions" to the Charter must be approved by the District and its Board (Ed Code §47607(a)(1).)

11. Increases in Pupil Academic Achievement (47607(a).)

Section 47607(a)(3)(A) states,

The authority that granted the charter shall consider increases in pupil academic achievement for all groups of pupils served by the charter school as the most important factor in determining whether to grant a charter renewal.

As set forth in Lennie Tate's analysis of the Renewal Petition, YES/CA's API scores dropped twenty-four (24) points over the last three (3) years, and fifty (50) points over the last five (5) years. While the Renewal Petition meets the minimum qualification of meeting its API growth target for 2012 both school wide and for subgroups (Education Code §47607(b)), the Renewal Petition has failed to demonstrate overall "increases in pupil academic achievement for all groups of pupils served by the charter school."

There is one caveat to this analysis, however. The Education Code defines "all groups of pupils served by the charter school" in a particular manner. Specifically, section 47607(a)(3)(B) states,

For purposes of this section, "all groups of pupils served by the charter school" means a numerically significant pupil subgroup, as defined by paragraph (3) of subdivision (a) of Section 52052, served by the charter school.

A review of API reports for YES/CA demonstrate that YES/CA has no "numerically significant pupil subgroups," due to YES/CA's relatively low enrollment numbers. Therefore, none of YES/CA's scores fall within the statutory definition of "all groups of pupils served by the charter school." Because of the lack of numerically significant subgroups, YES/CA may challenge whether the District is required to utilize increases in pupil achievement "as the most important factor" in determining whether to grant the renewal.

A review of the legislative history of SB 1290 demonstrates, however, that the intent of the definition was to ensure that the review of a charter school's API score included all numerically significant subgroups (e.g., socioeconomically disadvantaged, pupils with disabilities and pupils with limited English proficiency), rather than excluding them. It appears that the intent was not to excuse from this requirement those charter schools which have no numerically significant subgroups.

Given that there are several other areas of concern that would support denial of the Renewal Petition, however, it is unlikely that such a challenge would affect any determination to deny renewal. Moreover, based on legislative intent, at a minimum, the District must weigh pupil achievement, or lack thereof, heavily.

**SPECIAL EDUCATION SERVICES MEMORANDUM OF UNDERSTANDING
BETWEEN MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
AND YUBA ENVIRONMENTAL SCIENCE CHARTER ACADEMY**

This Memorandum of Understanding ("MOU" or "Agreement") is executed between the Marysville Joint Unified School District ("District") and Yuba Environmental Science Charter Academy (the "Charter School"), a California nonprofit public benefit corporation.

A. RECITALS:

1. The District is a school district existing under the laws of the State of California.
2. The Charter School is an independent public charter school existing under the laws of the State of California.

B. AGREEMENT

1. Terms and Definitions

- a) The Recitals set forth above are incorporated herein and are a part of this Agreement as if fully set forth.
- b) If the terms of this Agreement conflict with the terms of the Charter, this Agreement will control. The Charter School will bring any material revisions to the Charter to the District's governing Board to achieve consistency. This Agreement shall be affixed to and incorporated by reference into the Charter.
- c) This Agreement will govern the relationship between the District and the Charter School regarding Special Education, as defined in California Education Code section 56031, and related services for students enrolled in the Charter School.
- d) Whenever applicable, the definitions set forth in Article 2 of Chapter, Part 30, Division 4, Title 2 of the Education Code, commencing with section 56020, et seq., shall apply to this Agreement, unless expressly stated otherwise in this Agreement.

2. Term of Agreement

The term of this Agreement shall commence on [DATE] and terminate on [DATE].

3. Renewal

This Agreement may be renewed in writing with the agreement of both parties.

4. Board Approval

This entire Agreement is subject to approval by the respective governing Boards of the District and Charter School.

5. Termination

- a) This Agreement shall terminate automatically upon closure of the Charter School for any reason, except as may be specified otherwise herein. "Closure" means that all legally required closure processes are completed.
- b) The District may terminate this Agreement immediately if the Charter School, its agents, Board members, employees, representatives, affiliates, partners, or persons under its control: (i) fail to conduct themselves in the highest ethical manner; (ii) engage in any action that would endanger the District's reputation, integrity or good will; or (iii) fail to comply with any lawful rules, regulations, ordinances, or statutes.
- c) The District may terminate this Agreement for any reason by giving the Charter School a sixty (60) day notice of termination.
- d) This Agreement shall terminate as set forth in subsection (c) of Section 7 of this Agreement should the Charter School becomes its own LEA for Special Education and/or join a SELPA that is not the Yuba County SELPA.

6. Modification

Any modification of this Agreement must be in writing and executed by duly authorized representatives of both parties indicating an intent to modify or amend this Agreement.

7. Special Education Services

- a) The Charter School shall be categorized as a public school within the District in conformity with Education Code section 47641, subdivision (b) for purposes of Special Education, and will be treated as any other public school in the District with respect to the provision of Special Education services, including the allocation of duties between on-site staff and resources and District staff and resources, except as otherwise set forth in this Agreement.
- b) Pursuant to Education Code section 47641, the Charter School has not elected to participate as an independent Local Education Agency ("LEA") for Special Education services; and therefore, pursuant to Education Code

section 47641, the Charter School is deemed a public school of the LEA granting the charter, here the District, for Special Education purposes.

- c) The Charter School may seek to become its own LEA and join a SELPA within California at any time after the first year of operation, subject to the following conditions:
 - i. The Charter School must give notice to the District of its intent to seek to become its own LEA and/or join a SELPA that is not the Yuba County SELPA no later than January 1 of the calendar year in which the Charter School intends to seek such change in status.
 - ii. If the Charter School is approved as its own LEA and/or joins a SELPA that is not the Yuba County SELPA, the Charter School must give the District notice of its change in status no later than February 1 immediately following such approval and/or change in status.
 - iii. This Agreement shall terminate at 11:59 p.m. on June 30 immediately following the Charter School's approval as its own LEA and/or joining a SELPA that is not the Yuba County SELPA. The Charter School shall be liable for all costs and responsibilities set forth in this Agreement until such termination.
 - iv. Should the Charter School fail to give the District the notices required under this subsection (c) of Section 7, the Charter School shall bear the cost of any District staff, services or other costs incurred by the District as a result of this Agreement for both of the following:
 - a. the period immediately following the Charter School's change in status through June 30 of the same fiscal year in which the Charter School became its own LEA and/or joined a SELPA other than the Yuba County SELPA; **AND**
 - b. the period commencing with July 1 through June 30 immediately following the fiscal year in which the Charter School became its own LEA and/or joined a SELPA other than the Yuba County SELPA.
- d) In the event the Charter School is accepted as an LEA-member of a SELPA, the Charter School shall provide the District verifiable, written assurances pursuant to Education Code section 47641 of the Charter School's acceptance and intention to operate as an independent LEA for Special Education purposes. The Charter School shall thereafter comply with the rules and procedures of the SELPA it joins, and the provisions of this Section shall be revised to reflect the Charter School's operation as

an LEA separate and independent from the District for Special Education purposes. As a separate and independent LEA for Special Education purposes, the Charter School shall become solely responsible for the provision of Special Education services and compliance IDEIA and California Education Code section 56000, et seq. Until such time as the Charter School is approved and operating as an LEA member of a SELPA, the above provisions of this Section shall continue to apply.

- e) It is understood that all children will have access to the Charter School and no student shall be denied admission due to disability.

8. Compliance

- a) The Charter School will comply with all applicable federal, state and local laws.
- b) The Charter School shall obtain from the Yuba County SELPA the Policies, Procedures and Forms regarding Special Education, and update the Policies, Procedures and Forms as needed. At least annually, and as further required by District, the Charter School shall review pertinent information with pertinent Charter School staff at a staff meeting. The District may request additional information review staff meetings as it deems necessary. The Charter School will collaborate with District and SELPA representatives as needed and may request their attendance at the staff meeting. District representatives may attend the information review staff meeting even if the Charter School does not request District attendance. The Charter School, however, shall be solely responsible for the preparation of materials and for conducting the review.
- c) The Charter School shall comply with Yuba County SELPA Policies, Procedures and other requirements.
- d) The Charter School shall utilize Yuba County SELPA Forms.
- e) The Charter School shall obtain from the District the District Board Policies and Administrative Regulations relating to Special Education. At least annually, and as further required by District, the Charter School shall be responsible for reviewing pertinent information with pertinent Charter School staff at a staff meeting. The Charter School will collaborate with District representatives as needed and may request their attendance at the staff meeting. District representatives may attend the information review staff meeting even if the Charter School does not request District attendance. The Charter School, however, shall be solely responsible for the preparation of materials and for conducting the staff review.

- f) The Charter School shall adhere to all District Board Policies and Administrative Regulations relating to Special Education.
- g) The Charter School shall provide the District Director of Special Education copies of sign-in sheets from staff meetings where Yuba County SELPA and District Policies, Administrative Regulations and forms are reviewed.

9. Student Study Team Process

The Charter School will implement a Student Study Team Process ("SST"), a regular education function, to monitor and guide referrals for Special Education services. The Charter School agrees that the SST and any interventions prior to referrals for Special Education services shall be the sole responsibility of the Charter School.

10. Division and Coordination of Responsibility

- a) The District and the Charter School agree to allocate responsibility for the provision of services (including but not limited to identification, evaluation, Individualized Education Program ("IEP"), development and modification, and educational services) in a manner consistent with their allocation between the District and its local public school sites, except as otherwise set forth below.
- b) Where particular services are generally provided by staff at the local school site level, the Charter School will be responsible for providing said staff and programming; where particular services are provided to the school by the central District office, those services will be made available to the Charter School in a similar fashion.
- c) The Charter School and District shall meet annually to facilitate a common understanding of the allocation of responsibilities in accordance with District practice. District may request additional meetings with the Charter School to address the allocation of responsibilities as the District deems necessary.
- d) Except as otherwise provided in this Agreement, the Charter School shall assume responsibility for selecting and hiring its own Special Education teachers and Paraprofessionals, and shall assume all costs related to the hiring, supervision and employment of Special Education teachers and Paraprofessionals.
- e) The Charter School's Special Education teachers and Paraprofessionals shall be subject to oversight by the District in the same manner as Special Education Teachers and Paraprofessionals hired by the District.

- f) Special Education teachers and Paraprofessionals hired by the Charter School shall be treated as employees of the Charter School, not the District.
- g) The District will provide basic Special Education services to the Charter School as set forth in the Section of this Agreement titled "Basic Services Provided by District."

11. Basic Services Provided by District

The District will provide the Charter School with the following basic Special Education services:

- a) Speech and language services for students with qualifying IEPs.
- b) Occupational Therapy services for students with qualifying IEPs.
- c) Special education assessments, including psycho-educational, academic, speech and language, and occupational therapy, for students referred through appropriate procedure.
- d) Adaptive P.E. services.

12. Exceptional Cost Services

- a) Any Special Education services provided by the District to the Charter School in addition to the basic services described above will be considered Exceptional Cost Services. The Charter School shall pay or reimburse the District for the costs associated with the Exceptional Cost Services.
- b) Exceptional Cost Services shall include, by way of illustration and not limitation, the following:
 - i. Services listed in Education Code section 56363;
 - ii. Placement in service specific classes, i.e., moderate-severe SDC, counseling enriched special day classes (CEC) as well as non-public school (NPS) and residential placements;
 - iii. Special Circumstance Paraprofessionals;
 - iv. Behavior Specialists;
 - v. Full Inclusion Specialists;
 - vi. Adaptive P.E. Teachers (other than the Adaptive P.E. services provided by the District as part of basic services);
 - vii. Speech and Language Therapists (other than Speech and Language services provided by the District as part of basic services);
 - viii. Occupational Therapists (other than the Occupational Therapy services provided by the District as part of basic services);

- ix. Vision Specialist services;
 - x. Orientation and Mobility Training;
 - xi. Services for the Deaf/Hard of Hearing; and
 - xii. Low-incidence or specialized equipment purchases.
 - xiii. Assistive Technology Assessment/evaluation.
- c) Prior to providing Exceptional Cost Services, the District and the Charter School will develop and execute an "Agreement to Provide Exceptional Cost Services to Special Education Students" ("ECS Agreement").
- i. The ECS Agreement will specify the Exceptional Cost Services to be provided and the additional costs incurred by providing those services. The Charter School shall be responsible for all costs associated with Exceptional Cost Services.
 - ii. Following execution of the ECS Agreement by the parties, the services will commence and the District will notify the Charter School on a quarterly basis of costs incurred by services provided.
- d) The Charter School and the District intend that they will jointly ensure that all students entitled to services under the Individuals with Disabilities in Education Improvement Act of 2004, 20 U.S.C. section 1400 et seq., as amended ("IDEIA") and California Education Code section 56000, et seq. will receive Exceptional Cost Services.

13. Transportation

- a) The Charter school shall be responsible for any and all transportation costs associated with students enrolled in Special Education services at the Charter School. The Charter School shall pay for such costs directly.
- b) If, for any reason, the District incurs costs associated with the transportation of any student enrolled in Special Education services at the Charter School, the Charter School shall reimburse the District for any such costs upon request for reimbursement from the District.

14. Identification and Referral

- a) The Charter School shall have the same responsibility as any other public school in the District to work cooperatively with the District in identifying and referring students who have, or may have, exceptional needs that qualify them to receive Special Education services in accordance with District and SELPA policy.

- b) The Charter School shall be solely responsible for obtaining the cumulative files, prior and/or current IEPs and other Special Education information on any student enrolling from a non-District school.
- c) The District shall provide the Charter School with any assistance that it generally provides its other public schools in the identification and referral processes.
- d) The District will ensure that the Charter School is provided with notification and relevant files of all students transferring to the Charter School from a District school, who have an existing IEP, in the same manner that it ensures the forwarding of such information between District schools. If required, the signed permission of the parent/guardian shall be obtained prior to release of student records and files.
- e) The District shall make the determination as to which assessments are necessary, including assessments for all referred students, annual assessments, and tri-annual assessments, in accordance with the District's Policies and Administrative Regulations and with applicable law. The Charter School shall not conduct unilateral independent assessments without prior written approval of the District.

15. IEP Meetings

The Charter School shall arrange necessary IEP meetings in accordance with the District's Policies and Administrative Regulations and applicable law. The Charter School shall be responsible for having a designated Charter School administrator, Special Education teacher, and Charter School general education teacher(s) who are knowledgeable about the student's regular education program at the Charter School in attendance at all IEP meetings.

16. IEP Team

- a) The District and the Charter School shall establish an IEP Team. Team membership shall be in compliance with any applicable federal, state and local law and shall include the designated representative of the Charter School (or designee) and the designated representative of the District (or designee).
- b) Decisions regarding eligibility, goals/objectives, program, placement, and exit from Special Education shall be the decision of the IEP team.
- c) Services and placements shall be provided to all eligible Charter School students in accordance with the Policies, Administrative Regulations and requirements of the District, Yuba County SELPA, and state and federal law.

17. Restrictions on Designation of Disability

The Charter School acknowledges that under the IDEIA, a child shall not be determined to be a child with a disability eligible for Special Education if the determinant factor for such determination is:

- a) Lack of appropriate instruction in reading, including in the essential components of reading instruction as referenced in the IDEIA;
- b) Lack of instruction in math; or
- c) Limited English proficiency. (20 U.S.C., § 1414, subd. (b)(5)(A-C).)

18. Students with Current IEP

- a) For students who enroll in the Charter School with a current IEP, the District and the Charter School shall conduct an IEP meeting in accordance with applicable law.
- b) The Charter School shall notify the District of such students prior to their enrollment in the Charter School.
- c) For such students who were previously enrolled in the District, the District agrees to forward the student's cumulative file including all Special Education files to Charter School within ten (10) days of District receipt of notice of the student's intention to enroll in the Charter School.
- d) The District will consult with the Charter School to facilitate student transitions.

19. Services by Non-Charter School Staff and District Services

- a) To the extent that the agreed upon IEP requires educational or related services to be delivered by staff other than the Charter School staff, the District shall provide and/or arrange for such services in the same manner as at other District schools.
- b) District services shall include direct and/or consultative services by District staff to Charter School staff in the same manner that District staff consults with staff at other District schools, with the exception of the Charter School's hiring of its own Special Education teachers and Paraprofessionals as set forth in this Agreement.

- c) The Charter School and District shall meet annually to ensure a common understanding of the allocation of responsibilities in accordance with District practice.

20. Complaints

- a) The Charter School will address informal complaints in a timely manner.
- b) Upon receipt of a Uniform Complaint, the Charter School will consult with the District in order to address/respond to/investigate all complaints received under the Uniform Complaint Procedure involving Special Education.

21. Due Process Hearings

- a) In consultation with the Charter School, the District may initiate a due process hearing on behalf of a student enrolled in Charter School as the District determines is legally necessary to meet responsibilities under federal and state law.
- b) The District and Charter School shall work together to prepare, file and prosecute the case.
- c) In the event that the District determines that legal counsel representation is needed, the District and Charter School shall be jointly represented by the District's legal counsel.
- d) The Charter School shall cooperate in the defense as needed.
- e) In case the Charter School determines the need for separate counsel, the Charter School may select such counsel, and shall be responsible for the costs of its legal counsel.

22. Actions Filed Against the Charter School and/or District

- a) The District and Charter School shall work together to prepare and defend any case filed against the Charter School and/or District regarding a Special Education placement or services provided to a student enrolled in the Charter School.
- b) In the event that the District determines that representation from legal counsel is needed, the District and Charter School shall be jointly represented by the District's legal counsel.

- c) Charter School staff and administrators shall cooperate in the defense as needed.
- d) In case the Charter School determines the need for separate counsel, the Charter School may select such counsel, and shall be responsible for the costs of its legal counsel.

23. SELPA

- a) The District Superintendent or designee shall represent the Charter School at all Yuba County SELPA meetings as it represents the needs of all schools in the District.
- b) Reports to the Charter School regarding Yuba County SELPA decisions, policies and other relevant information shall be communicated to the Charter School as they are to all other schools within the District.
- c) To the extent that the District and/or Yuba County SELPA provide training opportunities and/or information regarding Special Education to site staff, such opportunities/information shall be made available to Charter School staff.
- d) To the extent that District site staff has the opportunity to participate in committee meetings of the Yuba County SELPA as representatives of their school, such opportunities shall be made available to Charter School staff.

24. Transfer of Special Education Apportionment Directly to District

- a) The parties agree that, pursuant to the division of responsibilities set forth in this Agreement, the Charter School has elected the status of any other public school in the District for the purposes of Special Education services and funding, and the District has agreed to provide Special Education services for the Charter School, consistent with the services it provides at its public schools, except as specifically set forth in this Agreement. Consistent with this division of responsibility, all funds apportioned to and received by the Charter School for Special Education services, including any and all funds apportioned to the Charter School through the Yuba County SELPA and any and all state or federal funds for Special Education services otherwise apportioned to the Charter School, shall be forwarded by the Charter School to the District with the following exception:
 - i. The District shall, each fiscal year, allocate to the Charter School funds for Special Education services otherwise apportioned to the Charter School in a sum equaling the Charter School's actual annual cost (base salary plus benefits) for employing [INSERT

NUMBER] Special Education teachers and [INSERT
NUMBER] Paraprofessionals.

- b) For purposes of determining the allocation to the Charter School for the employment of additional Special Education teachers and Paraprofessionals, the District shall use the same student to teacher ratio as it does for District schools, including the initial [INSERT NUMBER] Special Education teachers and [INSERT NUMBER] Paraprofessionals described in Section 24(a)(i) of this Agreement. In exchange, the Charter School shall receive an equitable share of funding and services consisting of either or both of the following:
 - i. State and federal funding provided to support Special Education instruction or designated instruction and services or both provided or procured by the Charter School that serve pupils enrolled in and attending the Charter School.
 - ii. Any necessary Special Education services including administrative and support services and itinerant services that are provided by the local educational agency on behalf of pupils with disabilities enrolled in the Charter School.

25. Charter School Contribution to Encroachment

- a) Each school year, the Charter School shall owe the District an amount of funding equal to the District's total excess cost of Special Education (hereafter "encroachment") per unit of District-wide general education ADA, for each unit of the Charter School's general education ADA. The excess costs are commonly referred to as encroachment.
- b) The formula for calculating the Charter Schools contribution is as follows:

Total District encroachment divided by District-wide attendance
("E-1") x Total Charter School attendance ("CSA").
- c) For the purpose of calculating encroachment, "District-wide attendance" includes the students enrolled in both the District and Charter School.
- d) No prorated adjustment will be made for students who leave or who enroll during the academic year after P2 counts.
- e) The Charter School's contribution to encroachment shall be billed to the Charter School and payable to the District in two (2) installments.

- i. An estimated payment of fifty percent (50%) of the contribution to encroachment shall be invoiced to the Charter School as a first installment on or about December 31 of each year and shall be payable to the District within thirty (30) days of receipt.
- ii. A second and final installment shall be invoiced to the Charter School on or about June 30 of each year and shall be payable within thirty (30) days of receipt.

26. Correspondence Regarding Special Education

Within 24 hours of the time any correspondence related in any way to Special Education is sent or received by the Charter School, the Charter School shall provide the District Director of Special Education copies of such correspondence.

27. Special Education Services Based on IEP

Special Education services will be offered at the Charter School or elsewhere in the District or Yuba County SELPA based upon each student's IEP.

28. Contracts with Other Entities

If needed, due to limited Special Education staff, the District may seek out contracts with other school districts, companies, or organizations to serve Charter School students. The Charter School shall assist the District in providing such services at no additional cost to the Charter School.

29. Training

The Charter School administrative staff will attend appropriate administrative trainings and appropriate Charter School staff will attend District Special Education training sessions.

30. Section 504 of the Rehabilitation Act of 1973

- a) The Charter School shall be solely responsible for its compliance with Section 504 of the Rehabilitation Act of 1973 ("Section 504"). The Charter School recognizes its sole legal responsibility to ensure that no qualified person with a disability shall, on the basis of the disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to, discrimination under any program of the Charter School. Any student who has an objectively identified disability which substantially limits a major life activity such as learning is eligible for accommodation by the Charter School.

- b) The Charter School shall adopt a Section 504 policy, procedure and forms.
- c) By September 1 of each year, the Charter School shall designate a Charter School employee responsible for Section 504 compliance and notify the District's Director of Student Services in writing of the responsible individual.

31. Representatives

- a) The duly authorized representative of the Charter School is the Executive Director or designee.
- b) The duly authorized representative of the District is the Superintendent or any designee thereof. In order to ensure consistency in communications, all communication regarding any aspect of the operation of the Charter School shall be initiated by the designated representative of the Charter School with the Superintendent of the District, unless the Superintendent delegates this function to another officer of the District and gives written notice of the delegation to the Charter School pursuant to Section 34 of this Agreement.

32. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.

33. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to conflict of law rules. Venue shall be in Yuba County, California.

34. Notice

Any and all Notices or other communications required or permitted by this Agreement or by law to be delivered to, served on, or given to either party to this Agreement shall be in writing and shall be deemed properly delivered to such party at the earliest of: (i) the date actually received; (ii) three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, addressed to the respective party at the address identified below; or (iii) one (1) business day after deposit with the courier if delivered by a commercial service which guarantees next-business-day delivery. Permitted delivery methods include personal delivery, commercial delivery services, facsimile transmission, or certified, registered, or postage prepaid United States Mail. Either party may change its address for purposes of Notice by giving written Notice of such change of address.

Notice to District shall be sent to:

[CONTACT INFORMATION]

Notice to the Charter School shall be sent to:

[CONTACT INFORMATION]

35. Indemnification

The Charter School shall defend, indemnify, and save and hold harmless the District, its officers, agents, and employees from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person, or damage to property, resulting from or arising out of any negligent act or omission or willful misconduct of the Charter School, its officers, agents, employees or persons under its control while engaged in the performance of obligations or exercise of rights created by this Agreement.

36. Waiver

The waiver by either party of any term, covenant, or condition of this Agreement, or any breach of the same, shall not be deemed to be a permanent waiver of such term, covenant, or condition or any subsequent breach of the same, or any other term, covenant, or condition herein contained.

37. Severability

If any portion of this Agreement is determined to be illegal or unenforceable by a court of law or by later enacted legislation, this determination shall not affect any other provision of this Agreement, and all other provisions shall remain in full force and effect.

38. Attorneys' Fees

In the event of a claim or action, including, but not limited to, litigation as a result of breach or default under this Agreement, or if the Charter School or the District otherwise uses an attorney to secure compliance with these provisions, to recover damages, or to terminate this Agreement, then the prevailing party shall be entitled to be reimbursed, upon demand, for all reasonable attorneys' fees, costs and expenses incurred in successfully pursuing the matter.

39. Attachments

Any Attachments specified in this Agreement, or in any Attachment to this Agreement, are attached to this Agreement and by this reference made a part of it.

40. Warranty of Authority

Each person below warrants and guarantees that s/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of the Agreement.

Dated: _____
Superintendent of Marysville Joint Unified School District

Dated: _____
Executive Director of Yuba Environmental Science Charter Academy