

Sacramento City USD

Exhibit

Charter Schools

E 0420.4

Philosophy, Goals, Objectives and Comprehensive Plans

Appendix A

ANNUAL CERTIFICATION

Annual Certification for the _____ Charter School ("Charter School").
[name]

WHEREAS the Sacramento City Unified School District ("district") granted a charter to Charter School pursuant to the California Charter Schools Act (Education Code 47600-47664) on _____;
[date]

WHEREAS district has certain supervisory duties and responsibilities, pursuant to Education Code 47607 and 47613, over Charter School operations and activities;

WHEREAS district supervisory oversight is an important element in helping to assure that Charter School operations and activities are in accordance with the district granted Charter provisions, legal requirements, and generally accepted accounting principals; and

WHEREAS Charter School desires to fully cooperate with and otherwise assist district in fulfilling district's supervisory oversight duties and responsibilities for the benefit of Charter School.

THEREFORE, upon conducting a careful and comprehensive investigation and review of relevant Charter School records, activities, practices and procedures, Charter School certifies and warrants that for the period beginning July 1, _____ through June 30, _____, the Charter School:

- Initials
1. Teacher Certification:

Has at all times only employed teachers who hold a Commission on Teacher Credentialing Certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold and that such teachers at all times had all necessary education in core subjects as required by Education Code 47605(e), except as follows:

[If none, write "None"]

[describe]

2. Accounts/Notes Payable:

Has fully made all payments due and owing of any kind in a timely manner without extension, penalty, dispute, or other special circumstances, except as follows:

[describe]

3. Brown Act:

Has at all times properly agendized, noticed, and conducted all meetings, including committee meetings subject to the Brown Act, in accordance with the provisions of the Brown Act, except as follows:

[describe]

4. Monetary Reserve:

Has at all times, adopted, implemented, and maintained a monetary reserve in a restricted account equal to 2% of the Charter School's total budget, except as follows:

[describe]

Initials

5. Sites:

Has not established operations at any additional sites other than, except as follows:

[describe]

6. Grade Level:

Has not served or proposed to serve students in a grade level not served by the district, except as

follows:

[describe]

7. Program Implementation:

Has thoroughly and systematically evaluated the educational program as described in the Charter School petition and determined that it has been successfully implemented, except as follows:

[describe]

8. Parent Information:

Has fully informed Charter School parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements, except as follows:

[describe]

Initials

9. Student Progress:

Has implemented and maintained methods by which student progress in meeting student outcomes is measured, except as follows:

[describe]

10. Student Outcomes:

Has measured student outcomes (the extent to which students demonstrate that they have attained skills, knowledge, and attitudes specified as goals in the school's educational program), except as follows:

[describe]

11. Parental Involvement:

Has implemented and maintained a process to ensure parental involvement, except as follows:

[describe]

12. Staff Qualifications:

Has established and maintained qualifications for all Charter School employees, except as follows:

[describe]

Initials

13. Students and Staff Health and Safety:

Has implemented and maintained healthy and safety procedures for students and staff, including procedures regarding criminal record summaries, except as follows:

?
[describe]

14. Racial and Ethnic Balance:

Has implemented means to achieve a racial balance among Charter School students reflective of the district's general population, except as follows:

[describe]

15. Admission Requirements:

Has implemented and maintained student admission requirements which allows the admittance of all students who wish to attend, except as follows:

[describe]

16. Financial Audits:

Has conducted an independent financial audit employing generally accepted accounting principles and practices, except as follows:

[describe]

Initials

17. Audit Exceptions:

Has had no audit exceptions, except as follows:

[describe]

18. Resolution of Audit Exceptions:

Has fully and satisfactorily resolved all audit exceptions to the satisfaction of the district, except as follows:

[describe]

19. Student Suspension and Expulsion:

Has implemented and maintained student suspension/expulsion procedures which are in full compliance with constitutional, due process, and equal protection standards, except as follows:

[describe]

20. Employee PERS/STRS/Social Security Coverage:

Has fully complied with PERS/STRS/Social Security reporting, coverage, and payment requirements, except as follows:

[describe]

Initials

21. Employee Return Rights:

Has fully implemented and maintained procedures providing for Charter School employees' right of return to district employment, except as follows:

[describe]

22. Disputes:

Has implemented, maintained, and adhered to dispute resolution procedures between Charter School and district, except as follows:

[describe]

23. Assets:

Has not disposed of any Charter School assets valued as more than \$1,000, except as follows:

[describe]

24. Contracts:

Has not entered into any contracts obligating the Charter School to pay more than \$5,000 annually, except as follows:

[describe]

Initials

25. Student Assessments and Statewide Standards:

Is familiar with and has met all statewide academic content standards and conducted applicable student assessments, except as follows:

[describe]

26. Parent/Teacher Consultation:

Has regularly consulted with students' parents and teachers regarding the school's educational programs.

[describe]

27. Nonsectarian:

Is nonsectarian in its:

- programs
- admission policies
- employment practices
- all other operations

28. Tuition:

Has not charged any tuition or fees, except as follows:

[describe]

29. Discrimination:

Has not discriminated on the basis of:

- Ethnicity
- National Origin
- Gender
- Disability
- Sexual Orientation

Initials

30. Admission Based on Residence:

Has not determined student admission according to place of residence within the State, except as follows:

[describe]

31. Admission:

Has admitted all students who wish to attend, except as follows:

[describe]

32. Cash flow:

Has no cash flow problems of any kind or to any extent as determined in accordance with generally accepted accounting principles and practices, except as follows:

[describe]

33. Financial Projects:

Has made and updated a current year financial projection in accordance with generally accepted accounting principles and practices, except as follows:

[describe]

Initials

34. Certification of ADA:

Fully understands, upon a thorough review, all requirements necessary as a precondition for certification of Charter School ADA (including the keeping and maintaining of contemporaneous and accurate attendance records) and has met such requirements, except as follows:

[describe]

35. Debt:

Has not incurred (and does not propose to incur) any debt or loan of any kind at any time, except as follows:

[describe]

36. One-Time Funds:

Has not utilized (and does not propose to utilize) one-time nonrecurring funds to fund ongoing operations, except as follows:

[describe]

37. Capitalization:

Has carefully and continually evaluated and monitored capital needs and determined that its capital resources are adequate in accordance with generally accepted accounting principles and practices, except as follows:

[describe]

Initials

38. Litigation:

Has carefully evaluated and determined that there is no potential or pending litigation, lawsuit, dispute, claim, or demand of any kind involving the Charter School or any of its officers, agents, employees, or representatives in their official capacity which exceeds \$1,000 in potential damages to Charter School, except as follows:

[describe]

39. Location and Adequacy of Facilities:

Has determined that its current facilities are adequate and no additional or alternative facilities

are needed, except as follows:

[describe]

40. Field Act Compliance:

For Charter Schools housed in district facilities, no structural changes, have been made, no new facilities have been installed, and no action has been taken that would cause the facilities to be out of compliance with or in violation of the Field Act.

[describe]

41. The only changes or modifications made to the district facilities during the past school year were approved by the district and consisted of:

[describe]

Initials

42. Access to Information and Documents:

Has had no requests for information, documents, records, writings, or other materials in any form, electronic or otherwise, under the California Public Record Act or otherwise, which were either unusual or denied, except as follows:

[describe]

43. Charter Cooperation:

Has had no complaints, charges, or criticisms against the Charter School from any individual, group or organization, including the district and parents, which reasonably could be interpreted or perceived to be a failure in whole or in part, of the Charter School to fully cooperate with such individual, group, or organization, except as follows:

[describe]

44. Growth and Development:

Has made no new or different plans for Charter School growth and development, except as follows:

[describe]

45. Religious Affiliation:

Has made no agreements, nor had any understanding with any religious group, organization, or individual, either formally or informally, except as follows:

[describe]

Initials

46. Religious Indicia and Symbols:

Has not placed, used, or permitted any religious paraphernalia, symbols, or other indicia to be used in any way, directly or indirectly, in connection with the Charter School, its programs, or activities, except as follows:

[describe]

47. Conflicts of Interest:

Has no conflicts of interest nor potential conflicts of interest in its contracting, human resource, financial, or other activities and operations, by any of its officers, employees, staff, agents, or representatives as determined by someone familiar with Charter School activities and operations who has reviewed and is familiar with the basic requirements of Government Code section 1090, the Fair Political Practices Act, and common law conflict of interest standards, except as follows:

[describe]

48. Nepotism:

Has not engaged in any activities which might be suspected of constituting nepotism of any kind, except as follows:

[describe]

49. Board/Administrator Turnover or Reassignment:

Has had no board or administrative turnover or reassignment of any sort, except as follows:

[describe]

Initials

50. Teacher or Staff Turnover or Reassignment:

Has had no unusual (by quantity or otherwise) teacher/staff turnover of any sort, except as follows:

[describe]

51. Financial Errors:

Has made no financial error of any type, no matter if characterized as a mistake, transposition, miscalculation, or otherwise, as reflected in any written document intended for public distribution or otherwise, in excess of \$5,000, except work product or as follows:

[describe]

I have personally conducted a careful and comprehensive review of documents and information supporting the statements contained herein and hereby certify and swear under penalty of perjury that the forgoing is true and correct.

Name and Title Date

CHARTER SCHOOLS

Appendix B

[Date]

[Charter School name and address]

Re: Notice of Violation

Dear [Name]:

The Sacramento City Unified School District has determined that the [Name of the Charter School] has taken action that gives the district authority to revoke the Charter School's charter pursuant to the Charter Schools Act.

Specifically, the [Name of the Charter School] [Insert one of the four bases for revoking a charter school: committed a material violation of the conditions, standards, or procedures set forth in the charter; failed to meet or pursue any of the student outcomes identified in the charter; failed to meet generally accepted accounting principles or engaged in fiscal mismanagement; or violated a provision of law] when it _____[Insert specific facts of action]_____ .

Please be advised that this letter serves as notice to [Name of the Charter School] of its violation of the Charter Schools Act, pursuant to Education Code section 47607(c). [Name of the Charter School] has 30 days from the date of this letter to cure this violation. If the violation is not cured to the satisfaction of the district within 30 days, then the district will proceed with revocation of the [Name of the Charter School] charter.

Please contact me if you have any questions concerning the above.

Sincerely,

[District representative]
Sacramento City Unified School District

Exhibit SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Version: 2005 Sacramento, California