

Warner Unified School District

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16th September 2019

**County of San Diego
550 Corporate Center
550 W C Street, Suite 860
San Diego, CA 92101-3513**

Attention: Rose Orcino Madruga, Foreperson

RECEIVED
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SAN DIEGO
COUNTY GRAND JURY

Dear Ms. Madruga and members of the San Diego Grand Jury,

After spending the morning with the Grand Jury and watching the newsworthy events that have unfolded in other school districts, Warner Unified has started to implement significant improvements to its processes involving oversight of our Charters. We have evaluated the Grand Jury's findings and recommendations with the help of our attorneys and have made changes as outlined in this letter.

Finding 01: All four authorizing school districts studied are found to be in compliance with the minimum oversight requirements for their charters

Response: The district agrees with this finding.

Finding 02: The authorizing district visits are too short and too infrequent for competent oversight.

Response: The district agrees with this finding and has made substantial efforts to improve. See the Recommendations Section below.

Finding 03: Limited oversight visits to home schools, primarily virtual or exclusively virtual schools are ineffective.

Response: The district agrees with this finding and has made substantial efforts to improve. See the Recommendations Section below.

Finding 04: Oversight visits to the charter schools lack direction and criteria based plans.

Response: The district agrees with this finding and has made substantial efforts to improve. See the Recommendations Section below.

Response to Recommendations:

Based on the aforementioned circumstances, starting in 2018, Warner USD had our legal counsel rewrite our memorandums of understandings (MOUs) to better outline our relationships with and our expectations of our Charters. We have talked to and compared our practices to other charter sponsoring districts and have identified areas where we are doing well and areas where improvement can be made. We will take a hard look at each of our Charters when it is time for renewal to ensure that they are educating students effectively and that they represent Warner's values and goals and values.

Warner Unified has made great effort to support our Charters through resources, facilities, and consultation. We have opened our district's unique resources to our Charters. We have set up secure storage areas for curriculum and library books for all of our Charters to take advantage of. We have recently opened our new Community Education Center, which is a learning center that is open to our Charters, local home-schooled students and community members. We are promoting our adult education charter programs to community members who need to get a high school diploma but have transportation and technology barriers and welcome them to use the facility to complete school work. These Charters are a service to our entire community which is meaningful and needed in our rural, low-income surroundings. We have also opened our newly modernized library and upcoming STEM and Makerspace labs to Charter School field trips. Our Charters have been invited to utilize our access to the Pacific Crest Trail and to take field trips to our area for educational outings and cultural presentations with our local Native American tribes. The district has also agreed to allow our Charters to use our buses for transportation as our Charters are all online, homeschool charters without transportation infrastructure.

19-37: Increase the duration and frequency of their visits to their charters beginning with the next (2019-20) school year.

Starting in July, we have hired a Charter Liaison whose primary job will be to provide adequate communication and assist the charters in meeting expectations and to monitor communication with the County Office of Education. Gabbie Osuna is our new Charter Liaison. Gabbie's attention to detail will be an asset as we provide meaningful oversight to our Charters. The District has notified our charters that we will now make at least quarterly visits to the Charters and one visit per year will be impromptu and unplanned.

We will look at the educational program, school governance, special education, facilities, operations, finances, and personnel. As an example, Gabbie will pull randomly selected employee files and verify that teaching credentials and appropriate personnel documents are present. Gabbie Osuna will present her findings to the charter schools with recommendations

for improvement as well as report periodically to the Warner USD school board. We will ask that the Charter respond to any recommendations with plans for improvement.

19-38: Create and implement a formal, structured, criteria-based plan for guidance during their visits to their charters by the 2019-20 school year and continue these practices into the future.

Gabbie will coordinate time throughout the year to audit various aspects of the charter programs and will log each visit using the attached rubric. These visits will be structured differently than before. In addition to our Charter Liaison, our visiting staff will include some combination of the Superintendent, the Chief Business Official, our CalPads/Student Services staff, and the Special Education Director. This will provide depth to the knowledge base as we take a look at our charter school operations.

19-39: Investigate methods for observing and evaluating virtual learning as an extension of their charter visits by the 2019-20 school year.

Our Charter Programs are required to have homeschooled students meet with their assigned teacher once every 20 days to show their work and earn credit. At that time, the teacher takes a work sample and assigns credit to the student. During her oversight visits, Gabbie will select and pull random student files and verify learning and credit for the work samples in those files. She will then compare the Average Daily Attendance of that student in an effort to ensure that appropriate attendance is being claimed. This is a new practice and we believe this is the best way to provide meaningful oversight in the virtual learning environment.

In summary, we take oversight of our Charters very seriously. While we have always had regular communication and oversight with our Charters, we are aware of the changing legal landscape concerning charter schools and are adjusting our practices to maintain compliance. We believe our charters fill a need in San Diego County and wholeheartedly support them in serving children and young adults. If we can be of further assistance to the Grand Jury, please let us know.

Sincerely,



David MacLeod, Superintendent
Warner Unified School District
(760) 782-3517

[FOR CHARTER SCHOOL USE]

All Tribes American Indian Charter School (Grades 6-12)

Charter School's Annual Deadlines

***[Note: This checklist is provided for the convenience of the Charter School only.
Please see relevant provisions in the MOU for additional information.]***

MOU Page and Location	Duty / Responsibility	Charter's Responsibility	Person Responsible	Due Date	Completion Date / Initials
p. 10, #11 (d) and (e)	Required Documentation: see list on page 10, which includes: copies of the curriculum and educational plan, grading policies, organizational chart, verification of Brown Act training, proof of non-profit status, nonprofit's articles of incorporation and corporate bylaws, roster listing non-profit's directors and officers, health, safety, and emergency plan and verification of staff training, parent/student handbook, employee handbook, proof of teacher credentials, estimated enrollment by grade level and proof of sufficient student-teacher ratios, operational budget and cash-flow analysis.	YES	Charter School Administrator	Within 30 days of the MOU's effective date and within 30 days of the beginning of each school year, to the extent any documentation has changed since the prior year. Notice of any changes to the non-profit's corporate bylaws or the composition or its governing board are due within 10 business days of the effective dates of such changes	Date Initials

p. 11, #11 (f)	Charter School Policies: all policies and regulations, including, but not limited to, the list on page 11, must be provided to the District.	YES	Charter School Administrator	Within 30 days of the MOU's effective date and within 30 days of the beginning of each school year, to the extent any policies have been modified, adopted or rescinded since the prior year.	_____ Date _____ Initials
p. 9, #11 (a)	Estimated Maximum Enrollment Plans, Anticipated Grade Level Offerings for the Next School Year, and the Current Number and Percentage, by Grade Level, of Students who Live Within and Outside of District Boundaries: to the District.	YES	Charter School Administrator	Annually, on or before January 15	_____ Date _____ Initials
p. 10, #11 (b)	CBEDS Enrollment and Demographic Information: Charter School to submit to CBEDS	YES	Charter School Administrator	As required by the CDE	_____ Date _____ Initials
p. 2, #4(b)	SARC: post SARC on the charter school's website	YES	Charter School Administrator	Annually, on or before February 1	_____ Date _____ Initials
p. 5, #8 (a)(6) and p. 7,	Second Interim Financial Report: submit 1 electronic copy and two hard copies with wet signatures to the	YES	Charter School Administrator	Annually, on or before March 20	_____ Date

#10 (d)(3)	District. Should reflect changes through January 31.			(MOU deadline)	Initials
p. 1, #2	Charter Renewal Request	YES	Charter School Administrator	April 1 during the current Charter term (April 1, 2020)	Date Initials
p. 2, #4(a)	LCAP: updated LCAP must be provided to the District and County Superintendent	YES	Charter School Administrator	Annually, on or before June 15	Date Initials
p. 2, #4(c)	Annual Programmatic Audit: Charter School information due to the District includes at a minimum: (1) data regarding the number of staff and their qualifications; (2) information showing measures taken to achieve racial and ethnic balance among its students that reflects the general population living within the District's territorial jurisdiction; (3) enrollment and waiting list data by grade level; (4) student discipline report, including number of students suspended, expelled or involuntarily removed; (5) graduation rates; and (6) data on the number and	YES	Charter School Administrator	Annually, w/in 90 days of the last day of instruction for the regular school year [With 90 days' prior written notice to the Charter School, the District may revise the content of the Annual Programmatic Audit.]	Date Initials

	resolution of disputes and complaints, including Uniform Complaints.				
p. 7, #10(d)(1) and p. 5, #8 (a)(6)	Preliminary Budget: submit 1 electronic copy and two hard copies with wet signatures to the District.	YES	Charter School Administrator	Annually, on or before June 20 (MOU deadline)	Date Initials
p. 7, #10 (d)(4) and p. 5, #8 (a)(6)	Final Unaudited Report for the Full Prior Fiscal Year: submit 1 electronic copy and two hard copies with wet signatures to the District.	YES	Charter School Administrator	Annually, on or before September 20 (MOU deadline)	Date Initials
p. 11, #11(h)	Statewide Performance Assessments: Charter School must forward results to the District.	YES	Charter School Administrator	Promptly upon receipt by the Charter School, but no later than October 1	Date Initials
p. 7, #10 (d)(2) and p. 5, #8 (a)(6)	First Interim Financial Report: submit 1 electronic copy and two hard copies with wet signatures to the District. Must reflect changes through October 31.	YES	Charter School Administrator	Annually, on or before December 20 (MOU deadline)	Date Initials

p. 7, #10(c)	Annual Financial Audit: Charter's board must appoint an external fiscal auditor. Audit must be completed within 90 days of the end of the fiscal year. A copy of the audit report must be submitted to the District within 30 days of completion and no later than December 15.	YES	Charter School's Board	Annually, on or before December 15	_____ Date _____ Initials
p. 3, #5(a)	Apply for LCFF Funding	YES	Charter School Administrator	As required by the CDE	_____ Date _____ Initials
p. 4, #7	Complaints: copies of complaints must be provided to the District (includes UCP and complaints filed with any government entity)	YES	Charter School Administrator	Due to District w/in 5 business days of receipt	_____ Date _____ Initials
p. 4, #7	Complaints re: issues that may be grounds for revocation of the charter: District may request that the Charter School report on how such complaints are being addressed	YES	Charter School Administrator	Upon request, the Charter School must make the information available or deliver to the District w/in 10 business days any requested records or information	_____ Date _____ Initials
BP 0420.4 p. 2	Annual Review of MOU	YES, by the Charter School	District and Charter School Governing Boards	Annually, MOU must be reviewed and amended as necessary	_____ Date

		Governing Board				Initials
p. 5, #8(b)	Pay Oversight Fee	YES	Charter School Administrator	Annually, within 30 business days of receiving District's invoice(s)	Annually, within 30 business days of receiving District's invoice(s)	Date Initials
p. 7, #10(d)	Budget Formation Documents, Including Budget Assumptions and LCFF (Revenue) Calculator: full and complete copies are due to the District	YES	Charter School Administrator	Due upon budget adoption. Any changes to the budget assumptions are due along with the Interim Reports and any material changes to the budget assumptions are due as soon as they arise.	Due upon budget adoption. Any changes to the budget assumptions are due along with the Interim Reports and any material changes to the budget assumptions are due as soon as they arise.	Date Initials
p. 9, #10(l)	Other Fiscal Control Policies (as recommended by independent CPAs retained by the Charter School): updated policies must be provided to the District annually.	YES	Charter School Administrator	Annually	Annually	Date Initials
p. 8, #10(i)	Balance Sheet, Comparison of Budgeted to Actual Revenues and Expenditures to Date, and Cash Flow Statement: Charter School must reconcile with its bank accounts and/or accounts in the County Treasury on a monthly basis and submit to the	YES	Charter School's Business Officer or designee	Reconcile Monthly and submit to District: • By March 20 (with Second Interim Financial Report)	Reconcile Monthly and submit to District: • By March 20 (with Second Interim Financial Report)	Date Initials

	District with the required Financial Reports listed on p. 7, #10(d).			• By June 20 (with Preliminary Budget) • By September 20 (with Final Unaudited Report) • By December 20 (with First Interim Financial Report)	
p. 9, #10(k)	Payroll Statements Monthly Review: to ensure that: (1) salaries are consistent with staff contracts and personnel policies; and (2) the proper tax, retirement, disability, and other withholdings have been deducted and forwarded to the proper authority. Property Inventory: of all purchases of non-consumable goods and equipment that were: (1) valued at \$1,000 or more; (2) made in that fiscal year; and (3) were made in whole or in part with public funds.	YES	Charter School's Business Officer or designee	Monthly	_____ Date _____ Initials
p. 9, #10(j)		YES	Charter School's head of school or designee	Within 30 days of receipt of District's written request	_____ Date _____ Initials
p. 12, #12(b)	Section 504 and ADA Compliance Training: to Charter School Staff	YES	Charter School Administrator	Annually	_____ Date _____ Initials
p. 12, #12(c)	ELPAC or Other English Learner Assessments: to all eligible students	YES	Charter School Administrator	Annually	_____ Date

					Initials
p. 12, #13(b)	Background Checks and Fingerprinting Requirements: charter school must provide certification to the District that all employees, and all volunteers and vendors having unsupervised contact with students, have been cleared prior to their unsupervised contact with students.	YES	Charter School Administrator	Prior to unsupervised contact with students Charter School must maintain criminal background check documentation and have the documentation available for inspection during District site visits.	Date Initials
p. 10, #11(c)	Required Reports or Other Documents to Any State or Other Public Agency: must be submitted simultaneously to the District.	YES	Charter School Administrator	Due to the District at the same time reports or other documents are submitted to the state or other public agency.	Date Initials

SPECIAL EDUCATION MOU DUTIES AND DEADLINES

***[Note: This checklist is provided for the convenience of the Charter School only.
Please see relevant provisions in the MOU for additional information.]***

SPED MOU Page	Duty / Responsibility	Charter's Responsibility	Person Responsible	Due Date	Completion Date / Initial
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and Location						
p. 3, VII	Section 504 and the ADA: Charter School is solely responsible, at its own expense, for compliance with Section 504 and the ADA with respect to eligible students.	YES	Charter School's Designee	Ongoing		 Date Initials
p. 5, IX, A., 3 and p. 6, IX, B, 2	Special Education and Related Services: Subject to District approval, Charter School is responsible for providing all SPED and related services to eligible Charter School students, including, but not limited to, identification and referral, evaluation, IEP development and modification, and educational services.	YES	Charter School's Designee	Ongoing		 Date Initials
p. 6, IX, B, 2	Policies and Procedures For Identification and Referral: Charter School must develop, maintain, and implement policies and procedures to ensure identification and referral of students who have or may have exceptional needs. All referrals must be immediately delivered to the Charter School's SPED case manager or contracted service provider for consultation, identification and assessment.	YES	Charter School's Designee	Ongoing		 Date Initials

p. 7, IX, D, 1	Eligibility and Placement: Decisions regarding eligibility, goals/objectives, program, placement and exit from SPED shall be the decision of the IEP team. Services and placements must comply with the policies, procedures and requirements of the District, North Inland SELPA and applicable law and whenever feasible, should be provided at the Charter School. Parents/guardians must receive prior written notice whenever the Charter School proposes or refuses to initiate or change the identification, evaluation or educational placement of a Charter School student. When either the District or Charter School believes that placement in a District program is needed in order to provide FAPE, such placement must be made by an IEP team comprised of Charter School and District representatives.	YES	IEP Team	Ongoing	Date Initials
p. 5, IX, 4 and 5	Days of Service and Staffing Requirements: SPED services must be provided to an eligible Charter School student for the number of days specified in the student's IEP. All SPED and related services must be provided by qualified personnel meeting	YES	Charter School's Designee	Ongoing	Date Initials

	state certification, licensing, registration and other applicable requirements.					
p. 5, IX, A, 8	Notice of Procedural Safeguards: Charter School to provide to parents/guardians.	YES	Charter School's Designee	Due: • when parent asks for a copy • the first time a child is referred for SPED assessment • each time a child is reassessed • each time a parent requests a due process hearing • each time a change of placement is implemented because of a student code of conduct violation	Date Initials	
p. 5, IX, A, 6	Contracting with Third Party Providers: District's prior written approval is required.	YES	Charter School's Designee	Ongoing	Date Initials	

p. 8, IX, D, 3	Referral to Nonpublic or Private Schools: Charter School may not make referrals for placement at nonpublic schools, private schools or residential placements without consultation with and prior written approval of the District. The IEP team is responsible for making the decision to refer a student to a nonpublic or private school. The Charter School must immediately notify the District if a parent unilaterally places a student at a nonpublic school, private school or in a residential placement.	YES	Charter School's Designee and IEP Team			Date Initials
p. 8, IX, D, 4	Transition Services: Charter School must ensure the provision of appropriate transition services to students in conformity with state and federal law and District and SELPA policy. Transition services must be addressed in each student's IEP no later than age 16.	YES	Charter School's Designee	No later than SPED student's 16th birthday		Date Initials
p. 8, IX, D, 5	Transportation: If required by a student's IEP, Charter School must provide transportation for that student.	YES	Charter School's Designee	Ongoing		Date Initials
p. 8, X, A	Discipline of SPED Students: Charter School must have discipline policies that	YES	Charter School's Designee	Policies are due to the District within 30 days of		

	comply with state and federal law, as well as District policy. Discipline policies must cover suspension, expulsion, conducting functional analysis assessments, drafting and reviewing behavior intervention plans, and conducting manifestation determination reviews. District must be notified immediately if a student is suspended for more than 10 days in any school year and/or commits an expellable offense.			the MOU's effective date and annually thereafter if such policies have been modified or rescinded or if new policies have been adopted. Notify the District immediately if a student is suspended for more than 10 days in any school year and/or commits an expellable offense.	Date Initials
p. 9, XI, A	Parent Concerns Regarding SPED and Related Services: Charter School must inform parents/guardians of their right to raise concerns to Charter School staff. Charter School must inform the District of any such concerns within 5 business days. Upon request, Charter School must provide District with information and documentation regarding how they are responding to and addressing parents'/guardians' concerns.	YES	Charter School's Designee	Charter School must inform the District of any parent's/guardian's concerns within 5 business days	Date Initials

p. 9, XI, B	Complaints Involving SPED: Charter School must address, respond to, and investigate all complaints received under, among other things, the Uniform Complaint procedure, involving special education. The Charter School shall inform the District of all such complaints within five (5) business days of receipt of the complaint, and shall cooperate fully with reasonable requests from the District for information and documentation related to such complaints.	YES	Charter School's Designee	The Charter School must inform the District of complaints within five (5) business days of receipt of the complaint	Date Initials
p. 9, XI, C	Due Process Hearings: In consultation with the District, the Charter School may initiate a due process hearing related to the provision of FAPE if the Charter School determines it is legally necessary to meet the Charter School's responsibilities under federal and state law. The Charter School is solely responsible for any costs associated with initiating a due process hearing, but may be reimbursed pursuant to Section VIII of the MOU in the event that the Charter School has generated more special education funding than it used in the prior fiscal year.	YES	Charter School's Designee	Ongoing	Date Initials

	If a student's parent or guardian files for due process, naming the Charter School as a party, the Charter School shall be solely responsible for any and all costs related to the defense of such claims, but may be reimbursed pursuant to Section VIII of the MOU in the event that the Charter School has generated more special education funding than it used in the prior fiscal year. When both the District and Charter School are named as parties in a student's due process complaint, the District and Charter School shall work together in presenting the defense. If a hearing arises from the Charter School's negligent or wrongful acts or omissions, the Charter School will indemnify the District pursuant to the fullest extent pursuant to section XIV of the MOU. If the District determines that legal counsel representation is needed, the District and Charter School will be jointly represented by legal counsel selected by the District, unless there is a conflict of interest. If the Charter School requires separate legal counsel, the Charter School is				
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	responsible for the paying its legal counsel and its costs. The Charter School and District will cooperate fully with reasonable requests from one another for information and documentation related to due process hearings in which the District and/or the Charter School is a party.				
p. 10, XII, 1	SELPA Activities and Training Opportunities: The District Superintendent or designee shall represent the Charter School at all North Inland SELPA activities. Reports to the Charter School regarding SELPA decisions, policies, etc. shall be communicated to the Charter School as they are to all other schools within the District. Opportunities shall be made available to Charter School staff to participate in SELPA committee meetings, to the same extent as District staff. To the extent that the District and/or SELPA provide training opportunities and/or information regarding SPED to District site staff, such opportunities and/or information shall be made available to Charter School staff.	NO	District's Superintendent or designee		Date Initials

p. 2, III, C	Apply for membership as an LEA of another SELPA of Charter School's choice.	YES	Charter School's Designee	Within 12 months of the MOU's effective date	Date Initials
p. 2, IV	Annual Review of MOU	Both District and Charter School	District Superintendent or Charter School's Designee	Annually and may be amended at any time by mutual agreement of the Parties.	Date Initials
p. 5, IX, A, 9	Reporting: Charter School must provide the District with all required reports concerning SPED students, including, but not limited to, annual and triennial IEP meeting notices, discipline data, attendance data, alternative assessment and other reports.	YES	Charter School's Designee	As requested by District	Date Initials
p. 6, IX, B, 1	List of Enrolled SPED Students: must be provided to the District.	YES	Charter School's Designee	At the beginning of each school year and list must be updated on a quarterly basis	Date Initials
p. 6, IX, B, 4	Interim Placement: Charter School must immediately provide newly enrolled students who have an IEP with an interim placement not to exceed 30 days. The interim placement must be reviewed by the IEP team and a final	YES	Charter School's Designee	Interim Placement is required Immediately up enrollment Interim Placement must be reviewed within 30 days of enrollment	Date Initials

	recommendation made before the expiration of the 30 day period.						
p. 6, IX, B, 3	Assessments: Unless the Parties agree in writing to another arrangement, Charter School is responsible for providing all necessary SPED assessments, including, but not limited to: • initial assessments • annual assessments • triennial assessments All assessments must be conducted by qualified personnel and comply with state and federal law. Except as provided by law, an assessment may not be conducted without first obtaining parent/guardian's written consent. Charter School may not refer its students for independent educational evaluations without District's prior written approval.	YES	Charter School's Designee	(Will be triggered by the date of the initial assessment.)			Date Initials
p. 7, IX, C, 1	IEP Team Membership: must comply with state and federal law.	YES	Charter School's Designee				Date Initials
p. 7, IX, C, 2	IEP Meetings: Charter School is responsible for having its designated representative and other members of	YES	Charter School's Designee				Date

	the student's IEP team, including at least one general education teacher knowledgeable about the Charter School's regular education program, attend the IEP.				Initials
p. 7, IX, C, 3	IEP Contents: Charter School is responsible for documentation of the IEP meetings and completion of the IEP. North Inland SELPA's forms must be used for IEPs. Each IEP must include: • a statement of child's present levels of education performance; • measurable annual goals; • SPED and related services and supplementary aids and services to be provided; • an explanation of the extent, if any, to which a child will not participate with non-disabled students; • dates, frequency, location and duration of services; and • a statement of how the child's progress towards annual goals will be measured.	YES	Charter School's Designee		Date Initials
p. 7, IX, C, 4	Parental Consent to the IEP: Charter School may not implement an IEP without parent/guardian's written consent.	YES	Charter School's Designee	Notify the District whenever a parent/guardian refuses to consent to any portion of an IEP that the Charter	Date Initials

	If a parent/guardian consents to only part of an IEP, Charter School must implement that portion of the IEP. Charter School must notify the District whenever a parent/guardian refuses to consent to any portion of an IEP that the Charter Schools believes is required to provide FAPE.			Schools believes is required to provide FAPE.	
p. 7, IX, C, 5	IEP Implementation: Charter School must ensure that every aspect of a student's IEP is fully implemented, including, but not limited to: • specified programs • services • accommodations • modifications • goals Charter School must also maintain and report each student's progress in all relevant areas of the IEP.	YES	Charter School's Designee		Date Initials
p. 8, IX, D, 2	Independent Study: Only allowed if IEP provides for independent study. IEP team determines the appropriateness of independent study.	YES	IEP Team	Ongoing	Date Initials
p. 6, IX, B, 5	Related Services Attendance Monitoring: Charter School shall monitor attendance for related services on a monthly basis to ensure that	YES	Charter School's Designee	On a monthly basis Upon request, Charter School must provide	Date

	students are accessing all services outlined in their IEPs.			copies of monthly attendance reports to the District.	Initials
p. 5, IX, A, 7	Student Records From Non-District Schools: Charter School is responsible for obtaining the cumulative files, IEPs and other SPED information for students enrolling from a non-District school. Upon request, Charter School will forward copies of this information to the District. Records and files will be released only with parents' /guardians' signed permission.	YES	Charter School's Designee	Provide copies upon request from the District	Date Initials
p. 5, IX, A, 7	Student Records from District Schools: District will provide notification and relevant files of all District students who have an existing IEP that are transferring to the Charter School. Records and files will be released only with parents' /guardians' signed permission.	NO (District)	District Superintendent or designee	Ongoing	Date Initials
p. 6, IX, B, 4	Student's Cumulative File: For SPED students who were previously enrolled in the District, District must forward the student's cumulative file, including SPED records, to the Charter School within 10 days of notification.	NO (District)	District Superintendent or designee	Within 10 days of notification by Charter School	Date Initials
p. 4, VIII, D	Proposed SPED Budget: Submit to the District for approval. Budget must be based on estimated costs not to exceed	YES	Charter School's Designee	Annually, by March 1	Date

	the special education revenue generated by Charter School students.					Initials
p. 4, VIII, D	Proposed SPED Budget Revisions: Submit to the District for approval.	YES		Charter School's Designee	Revisions must be submitted by September 30 and December 31	Date Initials
p. 10, XIII	Cost Containment Efforts: Charter School agrees to fully cooperate with the District in order to achieve cost efficiencies.	YES		Charter School's Designee	Ongoing	Date Initials
p. 3, VIII, A	SPED Funding: Until approved for membership in a SELPA, Charter School must participate in state and federal funding in the same manner as any other District school. Since the District is providing SPED and related services to the Charter School, the District shall retain all state and federal SPED funding allocated for Charter School students by the North Inland SELPA.	YES		Charter School's Designee	Ongoing	Date Initials
p. 3, VIII, A	Retention and Release of SPED Funds: Annually the District will retain up to 20% of all estimated special education funds allocated to the Charter School. Such funds shall not be released until the District receives the final distribution of Charter School's funding.	NO, the District's		District Superintendent or designee	Annually, after final distribution	Date Initials

p. 3, VIII, B and C	Responsibility for Actual Costs: Charter School is responsible for the actual costs of providing special education and related services, regardless of whether such costs exceed state or federal funding. These costs include, but are not limited to, assessments, IEP meetings, placement and related services. Proportionate Share: Charter School is solely responsible for special education costs that exceed the proportionate share.	YES	Charter School's Designee	Ongoing	Date Initials
p. 3, VIII, C	Proportional Share Reimbursement: Charter School will be reimbursed for its expenses up to the proportionate share of the: per ADA, CASEMIS count, or allocation method used by the North Inland SELPA. If state or federal SPED funding exceeds the Charter School's SPED expenses for any year, those funds will revert to the District.	NO, the District's	Charter School's Designee	Charter School must submit invoices on a monthly basis	Date Initials
p. 4, VIII, F	Encroachment Funding: District waives the Charter School's obligation to contribute a pro rata share to the District's unfunded SPED costs. In exchange, Charter School is providing all SPED programs and services and is	NO, the District's	District Superintendent or Designee		Date Initials

	indemnifying the District against SPED costs.					
p. 4, VIII, G	5% Funding Allocation to the District: In recognition of the administrative and staff time necessary to administer Charter School's SPED funding, District will receive 5% of all state and federal SPED funding allocated for Charter School students and distributed by the North Inland SELPA.	YES	Charter School's Designee	Ongoing		Date Initials
p. 4, VIII, E	Risk Pooling Funds: Charter School may participate in any of the North Inland SELPA's risk pooling arrangements	YES	Charter School's Designee	Charter School must notify the District when Charter School becomes aware that it may qualify for risk pooling funds		Date Initials