

**MINUTES OF THE FIRST MEETING OF  
THE BOARD OF DIRECTORS OF  
SAN CARLOS CHARTER LEARNING CENTER  
(A California Non-Profit Public Benefit Corporation)**

1. CALL TO ORDER

The directors named by the incorporator of the corporation named above, constituting the Board of Directors of this corporation, held their first meeting at the time, on the day, and at the place set forth as follows:

Time: 8:44pm

Date: March 10, 2011

Place: SCCLC, 750 Dartmouth Ave., San Carlos, CA 94070

2. DIRECTORS PRESENT

The following directors, constituting a quorum of the Board, were present at the meeting:

Present: Sonya Sigler, Matt Kowitt, Danny Van der Rijn, Janae Novotny, Dave Fecher

Absent: Marianne Petersen, Mike Vargo

3. AGENDA

The agenda was approved as presented.

4. CHAIRMAN AND SECRETARY

On motion duly made, seconded, and carried, the following persons were elected Chairman and Secretary of the first meeting:

Chairman: Sonya Sigler

Secretary: Matt Kowitt

5. ARTICLES OF INCORPORATION

The Chairman informed the Board that the original Articles of Incorporation of the Corporation had been filed in the office of the California Secretary of State on September 10, 2010, and that they named CHRISTOPHER MAHONEY as initial agent for service of process.

The Chairman presented to the meeting a certified copy of the Articles of Incorporation, showing filing as stated. The Secretary was directed to insert the copy in the book of the minutes of the Corporation and was also directed to keep a copy at the principal office for the transaction of business of the Corporation. On motion duly made, seconded, and carried, it was resolved that CHRISTOPHER MAHONEY be confirmed as the Corporation's agent for service of process. On motion duly made, seconded, and carried, the following resolutions were adopted:

WHEREAS, the undersigned have reviewed the Articles of Incorporation attached as

Exhibit “A,” and approve of the same without modification,

NOW, THEREFORE, RESOLVED that the Articles of Incorporation attached as Exhibit “A” are hereby approved and adopted.

6. RESIGNATION OF SOLE INCORPORATOR

The Board was presented with an Action by Written Consent of Sole Incorporator naming the initial corporate Board of Directors as

Matt Kowitt – Parent Representative, term ending 2012  
Sonya Sigler – Parent Representative, term ending 2011  
Danny van der Rijn – Parent Representative, term ending 2011  
Mike Vargo – Parent Representative, term ending 2012  
Marianne Petersen – Staff Representative  
Dave Fecher – Business Member  
Janae Novotny – Community Member

which was executed by CHRISTOPHER MAHONEY as the sole incorporator of the SAN CARLOS CHARTER LEARNING CENTER. The Secretary was directed to insert the Action by Written Consent of Sole Incorporator in the book of the minutes of the Corporation and was also directed to keep a copy at the principal office of the Corporation. On motion duly made, seconded, and carried, the following resolutions were adopted:

WHEREAS, the undersigned have reviewed the Action by Written Consent of Sole Incorporator attached as Exhibit “B,” and approve of the same without modification,

NOW, THEREFORE, RESOLVED that the Action by Written Consent of Sole Incorporator attached as Exhibit “B” is hereby approved.

7. BYLAWS

The Board was presented a form of bylaws that was considered and discussed. On motion duly made, seconded, and carried, the following resolutions were adopted:

WHEREAS, the Directors of this Corporation have not yet adopted any bylaws for the Corporation; and

WHEREAS, the Directors have reviewed the Bylaws attached as Exhibit “C,” and approve the same without modification.

NOW, THEREFORE, RESOLVED that the Bylaws attached as Exhibit “C” are approved and adopted as the bylaws of this corporation.

RESOLVED FURTHER, that the Secretary of this Corporation is authorized and directed to execute a certificate of the adoption of those Bylaws and to insert those Bylaws as so certified in

the book of minutes of this Corporation, and to see that a copy of the Bylaws similarly certified is kept at the principal office for the transaction of business of this Corporation.

8. CONFLICT OF INTEREST CODE

The Board was presented a Conflict of Interest Code that was considered and discussed. On motion duly made, seconded, and carried, the following resolutions were adopted:

WHEREAS, the Directors of this Corporation have not yet adopted any Conflict of Interest Code for the Corporation; and

WHEREAS, the Directors have reviewed the Conflict of Interest Code attached as Exhibit "D," and approve the same without modification.

NOW, THEREFORE, RESOLVED that the Directors approve and propose to adopt the Conflict of Interest Code attached as Exhibit "D" subject to the approval of the San Mateo County Board of Supervisors.

9. ELECTION OF OFFICERS

The Board was presented with the names of persons to be elected Chairman, President, Secretary, and Treasurer to the offices indicated before their names, to serve for one year or until their respective successors are duly elected and qualified, whichever occurs later. On motion duly made, seconded, and carried, the following resolutions were adopted:

WHEREAS, the following individuals have been proposed as the initial officers of the Corporation, and the undersigned approve of their appointment to the office designated next to the name of each,

THEREFORE, BE IT RESOLVED that the following officers are elected to the offices designated next to their names:

Chairman:	Mike Vargo
Vice Chairman:	Matt Kowitt
President:	Chris Mahoney
Vice President:	Stacy Emory
Treasurer:	Sonya Sigler
Secretary:	Irene Thomas

The officers elected accepted their respective offices, and Sonya Sigler continued to preside at the first meeting as Chairman, and Matt Kowitt acted as Secretary of the first meeting.

10. ACCOUNTING YEAR

The Chairman suggested that the Board next consider adoption of an accounting year, on motion duly made, seconded, and carried, the following resolution was adopted:

WHEREAS, the Corporation has not yet adopted an accounting year,

NOW, THEREFORE, RESOLVED, that this corporation adopt an accounting year as follows:

Date the accounting year begins: July 1<sup>st</sup>

Date accounting year ends: June 30<sup>th</sup>

11. PRINCIPAL OFFICE LOCATION

After discussion, and on motion duly made and seconded, the following resolution was adopted:

NOW, THEREFORE, RESOLVED, that the County of San Mateo, California, is designated and fixed as a county in which the principal office for the transaction of the business of this Corporation shall be located, unless and until changed by resolution of this Board.

12. EXPENSES OF INCORPORATION

WHEREAS, the Directors determine it to be in the best interests of the Corporation to provide for the payment of the expenses of incorporation and organization of the Corporation:

NOW THEREFORE, RESOLVED, that the President or Chairman of the Corporation be, and he hereby is, authorized and directed to pay the expenses of the incorporation and organization of the Corporation.

13. AUTHORIZATION TO FILE APPLICATIONS FOR TAX EXEMPTIONS

WHEREAS, the Directors desire to authorize the filing of applications for tax exemptions,

NOW THEREFORE, RESOLVED, that the President or Chairman be, and he hereby is, authorized to take all necessary steps and to execute all necessary instruments to apply for federal and California tax exemptions as a charitable nonprofit organization.

14. AUTHORIZATION TO ENTER INTO CONTRACTS

WHEREAS, the Directors desire to enable the President or Chairman to enter into contracts related to the establishment of charter schools and all vendor contracts necessary to implement the educational programs contained in the charter petitions.

NOW THEREFORE, RESOLVED, that the President or Chairman of the Corporation be, and he hereby is, authorized to enter into the agreements relating to the establishment of charter schools, including but not limited to educational program contracts and business services contracts for the benefit of the Corporation.

15. AUTHORIZATION TO RETAIN COUNSEL

WHEREAS, the Directors desire to ratify the existing relationship of San Carlos Charter

Learning Center with the law firm of Middleton, Young & Minney to advise it regarding the establishment and operations of California Charter Schools.

NOW, THEREFORE, RESOLVED, that the President or Chairman be, and he hereby is, authorized and directed to ratify the existing relationship of San Carlos Charter Learning Center with Middleton, Young & Minney and to execute all documents and do all things necessary or appropriate to maintain the existing relationship between San Carlos Charter Learning Center and Middleton, Young & Minney.

16. ACCOUNTING METHOD

WHEREAS, the Directors desire to adopt the cash method of accounting:

NOW, THEREFORE, RESOLVED, that the Corporation shall utilize the cash method of accounting for all tax reporting requirements, unless otherwise required by law.

17. BANK ACCOUNT

WHEREAS, the Directors desire that the President or Chairman should establish such bank accounts as he deems appropriate:

WHEREAS, the Directors desire that the President or Treasurer establish a general fund with the San Mateo County Office of Education.

NOW, THEREFORE, RESOLVED, that the President or Chairman be, and he hereby is, authorized to open such bank accounts as necessary for the Corporation, requiring one (1) signature for withdrawals, and with such signatories as he deems appropriate, and that any required resolution establishing the selected Bank as the depository is hereby adopted.

FURTHER RESOLVED, that the President or Chairman be, and he hereby is, authorized to establish a general fund with the San Mateo County Office of Education, as necessary for the Corporation, requiring one (1) signature for withdrawals, and with such signatories as he deems appropriate, and that any required resolution establishing fund is hereby adopted.

18. AUTHORIZATION TO HIRE EMPLOYEES

WHEREAS, the Directors desire to hire employees to operate charter schools that are granted to San Carlos Charter Learning Center.

NOW, THEREFORE, RESOLVED that the President or Chairman be, and he hereby is, authorized and directed to hire employees or to delegate the authority to hire employees.

FURTHER RESOLVED that the President or Chairman be, and he hereby is, authorized and directed to hire all current employees of SCCLC.

FURTHER RESOLVED, that the Vice Chairman, Matt Kowitt and Board Member Danny van der Rijn, be, and they hereby are, authorized and directed to issue letters of invitation for the 2011-2012 school year.

19. RESOLUTION TO JOIN THE CALIFORNIA CHARTER SCHOOLS ASSOCIATION JOINT POWERS AUTHORITY

WHEREAS, the undersigned desire the San Carlos Charter Learning Center to join the California Charter Schools Association Joint Powers Authority.

NOW, THEREFORE, RESOLVED that the President or Chairman be, and he hereby is, authorized and directed to join the California Charter Schools Association Joint Powers Authority.

20. AUTHORIZATION TO PURCHASE CORPORATE INSURANCE

WHEREAS, the undersigned desire the San Carlos Charter Learning Center to obtain liability insurance and to self-insure for workers compensation insurance for the San Carlos Charter Learning Center.

NOW, THEREFORE, RESOLVED that the President or Chairman be, and he hereby is, authorized and directed to obtain insurance for the San Carlos Charter Learning Center.

FURTHER RESOLVED that the President or Chairman be, and he hereby is, authorized and directed to take the necessary steps to self insure for workers compensation insurance for the San Carlos Charter Learning Center.

21. ADOPTION OF CHARTER AND MOU

WHEREAS, the Directors desire the San Carlos Charter Learning Center to adopt and abide by the 2007 Charter, as amended on March 10, 2011 and the March 10, 2011 Memorandum of Understanding (MOU) with the San Carlos Elementary School District..

NOW, THEREFORE, RESOLVED that the Corporation hereby adopts and agrees to abide by the 2007 Charter, as amended on March 10, 2011with the San Carlos Elementary School District.

FURTHER RESOLVED that the Corporation hereby adopts and agrees to abide by the March 10, 2011 Memorandum of Understanding (MOU) with the San Carlos Elementary School District.

Action Items - Adoption of Other Contracts/Agreements  
Adoption of Licenses/Permits  
Other Corporate Action

Adjourned at 9:37 pm

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**CERTIFICATE OF SECRETARY**

I certify that I am the duly elected Secretary of the SAN CARLOS CHARTER LEARNING CENTER a California nonprofit public benefit corporation; that these minutes, consisting of six (6) pages are the minutes of the first meeting of the Board of Directors held on March 10, 2011.

\_\_\_\_\_  
Secretary

EXHIBIT A

ENDORSED - FILED  
in the office of the Secretary of State  
of the State of California

ARTICLES OF INCORPORATION  
OF  
SAN CARLOS CHARTER LEARNING CENTER  
(A California Nonprofit Public Benefit Corporation)

SEP 10 2010

I.

The name of the Corporation shall be San Carlos Charter Learning Center.

II.

The Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes. The specific purposes for which this Corporation is organized are to manage, operate, guide, direct and promote the San Carlos Charter Learning Center.

The Corporation is organized and operated exclusively for educational and charitable purposes pursuant to and within the meaning of Section 501(c)(3) of the Internal Revenue Code or the corresponding provision of any future United States Internal Revenue Law. Notwithstanding any other provision of these articles, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation. The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

III.

The name and address in the State of California of this Corporation's initial agent for service of process is:

CHRISTOPHER MAHONEY  
750 DARTMOUTH AVENUE  
SAN CARLOS, CA 94070

IV.

All corporate property is irrevocably dedicated to the purposes set forth in the second article above. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to any of its directors, members, trustees, officers or other private persons except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered, and to make payments and distributions in furtherance of the purposes set forth in Article II.

No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not



participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Subject to the provisions of the nonprofit public benefit provisions of the Nonprofit Corporation Law of the State of California, and any limitations in the articles or bylaws relating to action to be approved by the members or by a majority of all members, if any, the activities and affairs of this Corporation shall be conducted and all the powers shall be exercised by or under the direction of the board of directors.

The number of directors shall be as provided for in the bylaws. The bylaws shall prescribe the qualifications, mode of election, and term of office of directors.

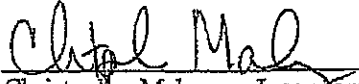
V.

The authorized number and qualifications of members of the corporation, if any, the different classes of membership, the property, voting and other rights and privileges of members, and their liability for dues and assessments and the method of collection thereof, shall be set forth in the bylaws.

VI.

Upon the dissolution or winding up of the Corporation, its assets remaining after payment of all debts and liabilities of the Corporation, shall be distributed to a nonprofit fund, foundation, or association which is organized and operated exclusively for educational, public or charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine which are organized and operated exclusively for such purposes.

Dated: 9/1/10

  
Christopher Mahoney, Incorporator



I hereby certify that the foregoing transcript of 2 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

SEP 27 2010

Date: Jan

*Debra Bowen*

DEBRA BOWEN, Secretary of State

EXHIBIT B

ACTION BY WRITTEN CONSENT OF SOLE INCORPORATOR  
OF  
SAN CARLOS CHARTER LEARNING CENTER

A California Nonprofit Public Benefit Corporation

Pursuant to the authority granted to the sole incorporator by Section 5134 of the California Nonprofit Corporation Law to do whatever is necessary and proper to perfect the organization of San Carlos Charter Learning Center, a California nonprofit public benefit corporation (the "Corporation"), the undersigned, the sole incorporator of the Corporation, hereby consents to and adopts, as of the date indicated below, the following resolutions:

APPOINTMENT OF DIRECTORS

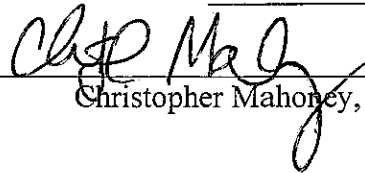
RESOLVED, that the following named persons be, and they hereby are, appointed as the initial directors of the Corporation, to serve until they resign or are removed or until their successors are duly elected and qualified:

Matt Kowitt – Parent Representative, term ending 2012  
Sonya Sigler – Parent Representative, term ending 2011  
Danny van der Rijn – Parent Representative, term ending 2011  
Mike Vargo – Parent Representative, term ending 2012  
Marianne Petersen – Staff Representative  
Dave Fecher – Business Member  
Janae Novotny – Community Member

RESIGNATION

RESOLVED, that the undersigned hereby resigns as incorporator of the Corporation, effective as of the date hereof.

Dated effective as of March 10, 2011



Christopher Mahoney, Incorporator

**EXHIBIT C**

**BYLAWS**

**OF**

**SAN CARLOS CHARTER LEARNING CENTER  
(A California, Nonprofit Public Benefit Corporation)**

**ARTICLE I  
ORGANIZATION**

1.1 *Name.* The name of the corporation is "San Carlos Charter Learning Center" (hereinafter "SCCLC"). The Board of Directors is hereby granted full power and authority to change the name of the corporation. Any such change shall be noted by the Secretary in the appropriate Board Minutes, but shall not be considered an amendment of these Bylaws.

1.2 *Organization.* The corporation was formed under the laws of the State of California, California Corporations Code §§ 5110 - 6910 and is governed by its articles of incorporation, these Bylaws and the SCCLC Charter.

1.3 *Seal.* SCCLC's corporate seal may contain SCCLC's full name and this (or similar) statement "Incorporated September 10, 2010, California".

1.4 *Fiscal Year.* SCCLC's fiscal year shall be July 1 through June 30.

1.5 *Offices.* The principal office of the corporation for the transaction of its business is located at the Tierra Linda/SCCLC campus, 750 Dartmouth Avenue, San Carlos, 94070, San Mateo County, California. The Board of Directors is hereby granted full power and authority to change the principal office of the corporation from one location to another in the State of California. Any such change shall be noted by the Secretary in the appropriate Board Minutes, but shall not be considered an amendment of these Bylaws. The Board of Directors may at any time establish branch or subordinate offices at any place or places where this corporation is qualified to conduct its activities.

**ARTICLE II  
PURPOSE**

2.1 *General and Specific Purpose.*

The purpose of this corporation is to manage, operate, guide, direct and promote the San Carlos Charter Learning Center ("Charter School"), a California public charter school. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

2.2 *Dedication of Assets.* This corporation's assets are irrevocably dedicated to public benefit purposes as set forth above in Section 2.1 and the SCCLC Charter. No part of the net earnings, properties, or assets of the corporation, on dissolution, or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code 501(c)(3).

### **ARTICLE III CORPORATION WITHOUT MEMBERS**

This Corporation shall have no voting members within the meaning of the Nonprofit Corporation Law. The Corporation's Board of Directors may, in its discretion, admit individuals to one or more classes of nonvoting members; the class or classes shall have such rights and obligations as the Board of Directors finds appropriate.

### **ARTICLE IV BOARD OF DIRECTORS**

#### 4.1 *Composition*

4.1.1 *Number of Directors.* The SCCLC Board of Directors reflects a collaborative effort between the SCCLC Community Members, the SCCLC Staff Members, and the San Carlos community at large. The Board of Directors will comprise a group of these representatives and there will be no fewer than seven (7) and no more than fifteen (15) voting Directors. The term "Board," "Board of Directors," "Board of Trustees," or "Governance Council" will refer to the Directors as a group.

4.1.2 *Directors.* The Board of Directors shall, at a minimum, consist of seven (7) voting members:

four (4) SCCLC Parent Community Member Directors

one (1) SCCLC Staff Member Director

one (1) community member (who is not a SCCLC Parent Community Member or SCCLC Staff Member)

one (1) business member (who is not a SCCLC Parent Community Member or SCCLC Staff Member)

4.1.3 *Authorizing Agency.* As long as the San Carlos School District is the authorizing agency for SCCLC, they may appoint one (1) representative to the SCCLC Board of Directors.

4.1.4 *Additional Directors.* The Board may expand up to the maximum number of Directors stated above in Section 4.1.1. The Board may also reduce the number of Directors down to the minimum stated above in Section 4.1.1, as long as such reduction does not result in any Director being removed from office prior to the expiration of his or her term. No more than 49 percent of the persons serving on the Board of Directors may be interested persons. An interested person is (a) any person compensated by the corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. However, any violation of this paragraph shall not affect the validity or enforceability of transactions entered into by the corporation. The Board may adopt other policies circumscribing potential conflicts of interest.

## 4.2 *Powers*

4.2.1 *General Powers.* Except as otherwise stated in these Bylaws, the Board of Directors will have the power to exercise or control all of SCCLC's corporate powers; will exercise necessary and proper oversight of SCCLC related property; and shall conduct SCCLC's business. The Board may delegate the management of the corporation's activities to any person(s), management company or committees, however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

4.2.2 *Specific Powers.* The Board of Directors is specifically responsible for certain operations as listed in the SCCLC Charter: for example, Charter implementation; staffing; budget development and approval; school calendar; school policies and procedures; and resolving parent concerns and complaints.

4.2.3 *Incurring Indebtedness.* The Board of Directors, acting on SCCLC's behalf, may incur indebtedness on SCCLC's behalf.

4.2.4 *Annual Report.* The Board of Directors will oversee the administration's creation of an annual report highlighting the school's operational and financial performance for presentation or distribution to SCCLC Community Members.

4.2.5 *Reimbursement for Out of Pocket Costs.* Directors may receive reimbursement of expenses, as the Board of Directors may establish by resolution to be just and reasonable as to the corporation at the time that the resolution is adopted.

4.2.6 *Property.* No Director has any rights or interests in SCCLC property by virtue of their position as a Director.

#### 4.3 *Meetings of Directors*

4.3.1 *Annual Meeting.* At a Board Meeting in June the Directors will hold an annual meeting and a board retreat. At the annual meeting, the School Director will provide a general review of school operations and the Board will report on its activities.

4.3.1.1 Such report shall contain the following information, in appropriate detail:

- a. The assets and liabilities, including any trust funds, of the corporation as of the end of the fiscal year (or the time of the report);
- b. The principal changes in assets and liabilities, including trust funds;
- c. The corporation's revenue or receipts, both unrestricted and restricted to particular purposes;
- d. The corporation's expenses or disbursement for both general and restricted purposes;
- e. Any information required under these Bylaws; and
- f. An independent accountant's report or, if none, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the corporation's books and records.

This report shall be provided within 120 days after the end of the Corporation's fiscal year.

4.3.1.2 *Annual Statement of Certain Transactions and Indemnifications.* As part of the annual report to all Directors, or as a separate document if no annual report is issued, the corporation shall, within 120 days after the end of the corporation's fiscal year, annually prepare and mail or deliver to each Director and furnish to each Director a statement of any transaction or indemnification of the following kind: Any transaction (i) in which the corporation, or its parent or subsidiary, was a party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than \$50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than \$50,000. For this purpose, an "interested person" is either: (1) Any director or officer of the corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or (2) Any holder of more than 10 percent of the voting power of the corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the corporation, the nature of their interest, provided that if

the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

4.3.2 *Regular, Special, or Emergency meetings.* Regular meetings are scheduled monthly. The Board follows the requirements of the Ralph M. Brown Act (Gov. Code, Title 5, Div. 2, Chapter 9, Section 54950) (the "Brown Act") If a Board member cannot attend a meeting, they should notify the Chair as soon as possible. Any meeting may be held, as long as a quorum is present; otherwise no official Board action may take place.

4.3.3 *Attendance at Regular Meetings.* All Regular Board Meetings are open to the general public and must adhere to the Brown Act.

4.3.4 *Board Decision-Making.* The Board makes most decisions by majority vote, although it is encouraged to make decisions by consensus as often as possible. Consensus does not mean a unanimous vote, but instead, it means constructing a decision that gathers as many supporting votes as is possible in a reasonable time period. The Board does not follow Roberts Rules of Order; significant votes will be in response to a motion that has been stated by one member, seconded by another member and discussed and voted on by the members present at the meeting. A "quorum" at Board of Director meetings will consist of a majority of the Directors then in office. Absent a quorum, the Directors may not vote on any matters at such meeting. A "majority vote" occurs when a quorum is present, and a majority of the quorum votes in favor of a matter.

4.3.5 *Meeting Notices, Place.* Regular meetings of the Board of Directors, including annual meetings, shall be held at such times and places as may from time to time be fixed by the Board of Directors. At least 72 hours before a regular meeting, the Board of Directors, or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting. Special meetings of the Board of Directors may be held only after twenty-four (24) hours notice is given to each director and to the public through the posting of an agenda. Meetings shall be held at the principal office of the Corporation. The Board of Directors may designate that a meeting be held at any place within California that has been designated by resolution of the Board of Directors or in the notice of the meeting. Board members are responsible for finalizing the agenda with items that 1) are action items from prior meetings; 2) are regularly scheduled Board topics; or 3) are timely and relevant issues that need to be addressed. SCCLC Community Members may request that an item be placed upon an upcoming agenda, but such request does not obligate the Board to place the issue on an agenda. SCCLC Community Members are encouraged to request consideration of specific, well-thought-out proposals. Board members should use their judgment and discretion when putting together the agenda for meetings, given the time constraints for addressing all open issues.

Special meetings of the Board of Directors for any purpose may be called at any time by the Chairman of the Board of Directors, if there is such an officer, or a majority of the Board of Directors. If a Chairman of the Board has not been elected then the President is authorized to call a special meeting in place of the Chairman of the Board. The party calling a special meeting shall determine the place, date, and time thereof.



In accordance with the Brown Act, special meetings of the Board of Directors may be held only after twenty-four (24) hours notice is given to each director and to the public through the posting of an agenda. Pursuant to the Brown Act, the Board of Directors shall adhere to the following notice requirements for special meetings:

- a. Any such notice shall be addressed or delivered to each director at the director's address as it is shown on the records of the Corporation, or as may have been given to the Corporation by the director for purposes of notice, or, if an address is not shown on the Corporation's records or is not readily ascertainable, at the place at which the meetings of the Board of Directors are regularly held.
- b. Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.
- c. The notice of special meeting shall state the time of the meeting, and the place if the place is other than the principal office of the Corporation, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

4.3.6 *Participation via Teleconference.* Directors may participate in any meeting via teleconference as long as the Brown Act is followed:

- a. At a minimum, a quorum of the members of the Board of Directors shall participate in the teleconference meeting from locations within the boundaries of the school district in which SCCLC operates;
- b. All votes taken during a teleconference meeting shall be by roll call;
- c. If the Board of Directors elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
- d. All locations where a member of the Board of Directors participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;<sup>1</sup>

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<sup>1</sup>This means that members of the Board of Directors who choose to utilize their homes or offices as teleconference locations must open these locations to the public and accommodate any members of the public who wish to attend the meeting at that location.

- e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Directors directly at each teleconference location; and
- f. The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.<sup>2</sup>

4.3.7 *Adjournment; Notice of Adjournment.* A majority of Directors present, whether or not constituting a quorum, may adjourn any meeting.

#### 4.4 *Board Committees.*

4.4.1 *Committees.* The Board, by resolution adopted by a majority of the directors then in office, may create one or more committees, each consisting of two or more directors and no one who is not a director, to serve at the pleasure of the Board. Appointments to committees of the Board of Directors shall be by majority vote of the authorized number of directors. The Board of Directors may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Directors' resolution, except that no committee may:

- a. Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of all members;
- b. Fill vacancies on the Board of Directors or any committee of the Board;
- c. Fix compensation of the directors for serving on the Board of Directors or on any committee;
- d. Amend or repeal bylaws or adopt new bylaws;
- e. Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or subject to repeal;
- f. Create any other committees of the Board of Directors or appoint the members of committees of the Board;
- g. Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected; or
- h. Approve any contract or transaction to which the corporation is a party and in which one or more of its directors has a material financial interest.

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<sup>2</sup>The Brown Act prohibits requiring members of the public to provide their names as a condition of attendance at the meeting.

4.4.2. *Meetings and Action of Committees.* Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, other Board of Directors' actions, and the Brown Act, if applicable, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board of Directors' resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board of Directors may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Directors has not adopted rules, the committee may do so.

#### 4.5 *Term and Vacancies.*

##### 4.5.1. *Defined Terms.*

A "SCCLC Community Member" is any SCCLC Parent Community Member or SCCLC Staff Member, and the "SCCLC Community" is this group.

A "SCCLC Staff Member" is any paid employee of the SCCLC corporation.

A "SCCLC Parent Community Member" is an individual who is a parent or legal guardian of a currently enrolled SCCLC learner.

A "SCCLC Family Community Member" is the entire immediate family of a currently enrolled SCCLC learner.

SCCLC Staff Members nominate the Staff Member Director; and SCCLC Family Community Members nominate the Parent Community Directors. These nominations shall be submitted to the Board for appointment.

4.5.2 *Term of Office.* SCCLC Parent Community Directors will serve staggered two-year terms, with such terms starting at the beginning of the fiscal year, unless such service is completing a previously vacated term, in which case it will begin upon immediately following such appointment or election and end with the term of the vacancy being filled. A SCCLC Parent Community Representative Director may be elected to consecutive terms, for as long as they meet the qualifications for the seat which they are holding.

4.5.3 *SCCLC Parent Community Directors.* Every year, during the month of May, at least two (2) SCCLC Parent Community Directors will be up for election. New Directors shall be elected to the Board based on a vote of the SCCLC Parent Community as defined in Section 4.5.1 above and further detailed in Section 4.6 below. Each SCCLC Family Community Member is accorded one vote for this election.

4.5.4 *SCCLC Staff Member Director.* In May, SCCLC Staff Members nominate the staff member Director, who serves starting at the beginning of the next fiscal year for a period of two (2) years and can serve consecutive terms.

4.5.5 *Community and Business Member Directors.* The Board of Directors, with SCCLC Community Member's input, shall invite any potential business and community representatives to a Board meeting and if the invitees are still interested after an interview, then at that time, the Board can vote to approve their selection. There are no term limits for business or community member representatives.

4.5.6 *Authorizing Agency Representative.* As long as the San Carlos School District is the SCCLC authorizing agency, they shall appoint a representative for the SCCLC Board of Directors at their discretion for a term of their choosing.

4.5.7 *Representation.* Although their respective groups choose parent and staff representatives, the representatives do not represent the views of those groups alone. They represent the best interests of the Corporation. For example, parent representatives do not only represent family views as they discuss and decide issues. The same is true for the staff representative; this is not a union position, nor is it limited to representation of a staff or educator position.

4.5.8 *Resignation or Removal.* No Director may resign if the corporation would be left without a duly elected director. Otherwise, a Director may resign by giving written notice to the Board Chair, President, or Secretary. Such resignation shall be effective as of the notice or later if specified in such notice. Any Director, except the Authorizing Agency Representative, may be removed, with or without cause, by the vote of the majority of the members of the entire Board of Directors at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and of the removal questions are given in compliance with the provisions of the Ralph M. Brown Act. (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code). The Authorizing Agency Representative may be removed by the Board of Directors with the written consent of the Authorizing Agency. Any vacancy caused by the removal of a Director shall be filled as provided below in Section 4.6.

#### 4.6 *Elections, Filling Vacancies.*

4.6.1 *Election of SCCLC Parent Community Directors.* Parent Community Directors are nominated to serve on the Board using the following process, which begins in May and may take place at other times if vacancies exist:

- a. The Board appoints one Director (not up for re-election) to oversee the election process. The representative sets the specific dates and publicizes the procedure. The publicity should begin at least ten days before the candidate-statement submission deadline.
- b. SCCLC Parent Community Members who wish to serve on the Board should submit a written candidate statement of no more than one page describing their background, views, strengths and reasons for running for the position. These statements should be submitted by the specified deadline and the designated Director running the election will distribute the statements to the community for their consideration.

- c. A "Town Hall Meeting" will take place after the Board candidate statements have been distributed to the community. During this meeting, candidates will be given a brief period to introduce themselves, explain why they would like to be a part of the Board, and what strengths they would bring to the Board. Families, staff, students, the candidates themselves, and other SCCLC community members may then ask the candidates questions. The designated Director will moderate this process.
- d. If there are multiple candidates, the candidates will have up to 75 minutes to attempt to "self-select" who will be nominated to serve on the Board. That is, guided by their statements and answers to the community's questions, each candidate will decide if they wish to continue running for the Board. Any candidate deciding to no longer run for the Board will join the rest of the community at the Town Hall Meeting.
- e. At the end of this Town Hall Meeting, should there remain more candidates than available positions, ballots will be distributed to the SCCLC community. Each SCCLC Family Community Member (including staff or administrators who have children at the school) will receive one ballot. Ballots must be returned by the stated time to be considered a valid vote.
- f. Votes will be counted by at least a three (3) person team, selected by the Director running the election, and shall include one Board representative, one staff person, and one member of the community. The number of votes and results for the Parent will be announced publicly.
- g. The outgoing member(s)' terms will end on June 30 and the new member(s)' terms will begin July 1.

4.6.2 *Vacancies.* Vacancies occurring before the expiration of a Board member's term may be filled using this procedure:

- a. SCCLC Staff Member Director vacancies shall be nominated by the SCCLC Staff Members.
- b. Authorizing Agency, business, and community Directors may be nominated and/appointed by the regular procedure used for these openings as set forth above in Sections 4.5.5, and 4.5.6.
- c. Vacancies for Parent Community Directors that occur prior to the December Board meeting should be filled using the same process defined above. The end of their term of office is identical to the end of the term of office of the original member. If a vacancy occurs after the December Board meeting, the Board may interview interested candidates and select a replacement member to serve until the next regular election or the Board may choose to leave the seat vacant until the next regular election. For example, if a person who has another year left to serve leaves the Board after the December Board meeting and the Board appoints a replacement, the replacement would need to run for re-election in the next regular election and if re-

elected would only serve one year. This process preserves the staggered election of at least two (2) SCCLC Parent Community Directors every election. Directors nominated under this vacancy process would begin their term at the next Board meeting.

4.3 *Conflict of Interest Code.* The Board may separately adopt a Conflict of Interest Code, which is a guideline for the conduct of all Board members. Any member selected to serve on the Board agrees to such Conflict of Interest Code.

## **ARTICLE V OFFICERS**

5.1 *Authorized Officers.* The officers of the corporation shall be a President, Secretary, and Treasurer (also known as the "Chief Financial Officer" or "CFO"). The corporation may also have, at the Board's discretion, one or more vice presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be appointed by resolution of the Board. The Board may authorize the chair to appoint officers. Any number of offices may be held by the same person, except that neither the Secretary nor Treasurer may serve concurrently as the President.

5.2 *Election of Officers.* The officers of the corporation shall be chosen at the Annual Meeting by the Board and shall serve at the pleasure of the Board. Without prejudice to any rights of an officer under any contract of employment, any officer may be removed with or without cause by the Board and also, if the officer was not chosen by the Board, by any officer on whom the Board may confer that power of removal.

5.3 *Resignation, Vacancies.* Any officer may resign at any time by giving written notice to the corporation. The resignation shall take effect as of the date the notice is received or at any later time specified in the notice and, unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party. If an Officer position becomes vacant for any reason the Board of Directors shall, by majority vote, elect a replacement officer to serve out the term of the officer whose position the replacement is filling.

5.4 *President.* Subject to such supervisory powers as the Board of Directors may give to the Chairman of the Board, if any, and subject to the control of the Board, and subject to President's contract of employment, the President shall be the general manager of the corporation and shall supervise, direct, and control the corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The President shall have such other powers and duties as the Board of Directors or the Bylaws may require.

5.5 *Vice Presidents.* If the President is absent or disabled, the Vice Presidents, if any, in order of their rank as fixed by the Board, or, if not ranked, a Vice President designated by the Board, shall perform all duties of the President. When so acting, a Vice President shall have all powers of and be subject to all restrictions on the President. The Vice Presidents shall have such other powers and perform such other duties as the Board of Directors or the Bylaws may require.

5.6 *Secretary.* The secretary shall keep the minutes and records of the organization in the appropriate books; shall file any certificate required by any state or federal statute; and shall be the official custodian of the records of the organization; shall submit to the Board of Directors all communications which shall be addressed to her/him as secretary of the organization; shall be responsible for tracking Director contact information, term duration, and other information relevant to the Board-related activities of the Directors and make this information available to any Director, provided that the Director gives the Secretary reasonable notice of the request for production; shall attend to all correspondence of the organization; and shall exercise all duties incident to the office of secretary.

5.7 *Treasurer.* The treasurer shall ensure that (a) an annual operating budget is approved by the Board of Directors prior to the start of each fiscal year, (b) procedures are in place to receive, monitor, invest and disburse all SCCLC funds, (c) investments are monitored (d) debt and debt covenants are monitored, and (e) an annual financial audit by an independent audit firm is performed and shared with the Board.

5.8 *Chairman of the Board.* The Directors shall elect from their number by a majority vote a Board Chair. The Board Chair (or Chairman) shall hold his or her office for one (1) year, concurrent with the fiscal year. A Board Chair may be elected to subsequent terms. The Board Chair shall preside at all Board of Directors meetings as the Presiding Officer and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time.

5.9 *Vice Chair.* The Board of Directors may elect a Vice Chair of the board. A Vice Chair shall hold his or her office for one (1) year, concurrent with the fiscal year. A Vice Chair may be elected to subsequent terms. The Vice Chair, if any, shall, in the event of the absence or inability of the Board Chair to exercise the office, become acting Chair of the organization.

## ARTICLE VI INSURANCE AND INDEMNITY

6.1 *Immunity.* The Directors shall not be personally liable for any of SCCLC's debts, liabilities or obligations.

6.2 *Indemnification in Actions Other than by or in the Right of SCCLC.* To the fullest extent permitted by law, this corporation shall indemnify its directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the corporation by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code. On written request to the Board of Directors by any person seeking indemnification under Corporations Code Section 5238 (b) or Section 5238 (c) the Board of Directors shall promptly decide under Corporations Code Section 5238 (e) whether the applicable standard of conduct set forth in

Corporations Code Section 5238 (b) or Section 5238 (c) has been met and, if so, the Board of Directors shall authorize indemnification.

6.3 *Insurance.* The corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, trustees, employees and other agents, against any liability asserted against or incurred by an officer, trustee, employee or agent in such capacity or arising out of the officer's, trustee's, employee's, or agent's status as such.

## **ARTICLE VII CONTRACTS WITH DIRECTORS**

7.1 *Contracts with Directors.* The corporation shall not enter into a contract or transaction in which a Director directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of this corporation's Directors are Directors have a material financial interest) unless all of the following apply:

- a. The Director with a material financial interest in the proposed contract or transaction fully discloses his/her financial interest in such contract or transaction in good faith and said disclosure is noted in the Board of Directors meeting minutes.
- b. The Director with a material financial interest in the proposed contract or transaction recuses himself/herself from any participation whatsoever in the proposed contract or transaction (i.e., the interested Director who recuses himself/herself shall refrain from voting on the matter and shall leave the room during Board discussion and when the final vote is taken).
- c. Such contract or transaction is authorized in good faith by a majority of the Board of Directors by a vote sufficient for that purpose.
- d. Before authorizing or approving the transaction, the Board of Directors considers and in good faith decides after reasonable investigation that the corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances.
- e. The corporation for its own benefit enters into the transaction, which is fair and reasonable to the corporation at the time the transaction was entered into.

7.2 *Educational or Charitable Program.* This Section does not apply to a transaction that is part of an educational or charitable program of this corporation if it (a) is approved or authorized by the corporation in good faith and without unjustified favoritism and (b) results in a benefit to one or more Directors or their families because they are in the class of persons intended to be benefited by the educational or charitable program of this corporation.

## **ARTICLE VIII CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES**



*Contracts with Non-Director Designated Employees.* The Corporation shall not enter into a contract or transaction in which a non-director designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest unless all of the requirements in the SCCLC Conflict of Interest Code have been fulfilled.

**ARTICLE IX  
LOANS TO DIRECTORS AND OFFICERS**

*Loans to Directors and Officers.* This corporation shall not lend any money or property to or guarantee the obligation of any Director or Officer without the approval of the California Attorney General; provided, however, that the corporation may advance money to a Director or Officer of the corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that Director or Officer would be entitled to reimbursement for such expenses of the corporation.

**ARTICLE X  
AMENDMENTS**

*Amending the By-Laws.* These By-Laws may be amended by a majority vote of the Board of Directors.

**CERTIFICATE OF SECRETARY**

I certify that I am the duly elected and acting Secretary of the San Carlos Charter Learning Center, a California nonprofit public benefit corporation, that these Bylaws, consisting of 14 pages are the Bylaws of this corporation as adopted by the Board of Directors on March 10, 2011; and that these Bylaws have not been amended or modified since that date.

Executed on March 10, 2011 at San Carlos, California.

\_\_\_\_\_

(Signature)

\_\_\_\_\_, Secretary

(Print Name)

## **EXHIBIT D**

### **SAN CARLOS CHARTER LEARNING CENTER**

#### CONFLICT OF INTEREST CODE

#### **I. ADOPTION**

In compliance with the Political Reform Act of 1974, California Government Code Section 87100, *et seq.*, the **San Carlos Charter Learning Center** hereby adopts this Conflict of Interest Code ("Code"), which shall apply to all governing board members, candidates for member of the governing board, and all other designated employees of **San Carlos Charter Learning Center** ("Charter School"), as specifically required by California Government Code Section 87300.

#### **II. DEFINITION OF TERMS**

As applicable to a California public charter school, the definitions contained in the Political Reform Act of 1974, the regulations of the Fair Political Practices Commission, specifically California Code of Regulations Section 18730, and any amendments or modifications to the Act and regulations are incorporated by reference to this Code.

#### **III. DESIGNATED EMPLOYEES**

Employees of this Charter School, including governing board members and candidates for election and/or appointment to the governing board, who hold positions that involve the making or participation in the making, of decisions that may foreseeably have a material effect on any financial interest, shall be "designated employees." The designated positions are listed in "Exhibit A" attached to this policy and incorporated by reference herein.

#### **IV. STATEMENT OF ECONOMIC INTERESTS: FILING**

Each designated employee, including governing board members and candidates for election and/or appointment to the governing board, shall file a Statement of Economic Interest ("Statement") at the time and manner prescribed by California Code of Regulations, title 2, section 18730, disclosing reportable investments, interests in real property, business positions, and income required to be reported under the category or categories to which the employee's position is assigned in "Exhibit A."

An investment, interest in real property or income shall be reportable, if the business entity in which the investment is held, the interest in real property, the business position, or source of income may foreseeably be affected materially by a decision made or participated in by the designated employee by virtue of his or her position. The specific disclosure responsibilities assigned to each position are set forth in "Exhibit B."

Statements Filed With the Charter School. All Statements shall be supplied by the Charter School. All Statements shall be filed with the Charter School. The Charter School's filing

officer shall make and retain a copy of the Statement and forward the original to the County Board of Supervisors.

## **V. DISQUALIFICATION**

No designated employee shall make, participate in making, or try to use his/her official position to influence any Charter School decision which he/she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family.

## **VI. MANNER OF DISQUALIFICATION**

### **A. Non-Governing Board Member Designated Employees**

When a non-Governing Board member designated employee determines that he/she should not make a decision because of a disqualifying interest, he/she should submit a written disclosure of the disqualifying interest to his/her immediate supervisor. The supervisor shall immediately reassign the matter to another employee and shall forward the disclosure notice to the Charter School Director, who shall record the employee's disqualification. In the case of a designated employee who is head of an agency, this determination and disclosure shall be made in writing to his/her appointing authority.

### **B. Governing Board Member Designated Employees**

Governing Board members shall disclose a disqualifying interest at the meeting during which consideration of the decision takes place. This disclosure shall be made part of the Board's official record. The Board member shall refrain from participating in the decision in any way (i.e., the Board member with the disqualifying interest shall refrain from voting on the matter and shall leave the room during Board discussion and when the final vote is taken) and comply with any applicable provisions of the Charter School bylaws.

## EXHIBIT A

### Designated Positions

- I. Persons occupying the following positions are designated employees and must disclose financial interests in all categories defined in "Exhibit B" (i.e., categories 1, 2, and 3).
  - A. Members of the Governing Board and their alternates (if applicable)
  - B. Candidates for Member of the Governing Board
  - C. Corporate Officers (e.g., CEO/President, CFO/Treasurer, Secretary, etc.)
  - D. School Director of Charter School
  - E. Director of Curriculum and Resources of Charter School
  - F. Educare Program Director
  - G. Consultants<sup>1</sup>
  
- II. Persons occupying the following positions are designated employees and must disclose financial interests defined in Category 1 of "Exhibit B."
  - A. Purchasing Manager
  
- III. Persons occupying the following positions are designated employees and must disclose financial interests defined in Categories 2 and 3 of "Exhibit B."
  - A. Contractor

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<sup>1</sup> The Charter School Director may determine, in writing, that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Charter School Director's determination is a public record and shall be retained for public inspection in the same manner and location of interest code.

**EXHIBIT B**

Disclosure Categories

Category 1 Reporting:

- A. Interest in real property which is located in whole or in part either (1) within the boundaries of the District, or (2) within two miles of the boundaries of the District, including any leasehold, beneficial or ownership interests or option to acquire such interest in real property.

(Interests in real property of an individual include a business entity's share of interest in real property of any business entity or trust in which the designated employee or his or her spouse owns, directly, indirectly, or beneficially, a 10% interest or greater.)

- B. Investments in or income from persons or business entities which are contractors or sub-contractors which are or have been within the previous two-year period engaged in the performance of building construction or design within the District.

- C. Investments in or income from persons or business entities engaged in the acquisition or disposal of real property within the jurisdiction.

(Investment includes any financial interest in or security issued by a business entity, including but not limited to common stock, preferred stock, rights, warrants, options, debt instruments and any partnership interest or other ownership interests.)

(Investments of any individual include a pro rata share of investments of any business entity or trust in which the designated employee or his or her spouse owns, directly, indirectly or beneficially, a ten percent interest or greater.)

(Investment does not include a time or demand deposit in a financial institution, shares in a credit union, any insurance policy, or any bond or other debt instrument issued by any government or government agency.)

Category 2 Reporting:

- A. Investments in or income from business entities which manufacture or sell supplies, books, machinery or equipment of the type utilized by the department for which the designated employee is Manager or Charter School Director. Investments include interests described in Category 1.

Category 3 Reporting:

- A. Investments in or income from business entities which are contractors or sub-contractors engaged in the performance of work or services of the type utilized by the department for which the designated employee is Manager or Charter School Director. Investments include the interests described in Category 1.



# State of California

## Secretary of State

### Confirmation of Receipt of Document / Receipt for Payment

Transaction ID:	101641472167A630D9-3481-EA05-BF28-C2E02E73995F
Confirmation #:	00557D
Charge Description	E-file Statement of Information for C3319555
Name:	Sonya Sigler
Address:	253 Highland Ave.
Address Line 2	
City/State/Zip:	San Carlos, CA 94070
Phone:	650-281-8325
Email:	ssigler@scclc.net
Amount:	20.00
E-File Session:	2118709
AVS Response:	Y
Date/Time:	12/10/2010 2:16:38 PM

**Note: Confirmation of receipt does not constitute an approved/accepted filing. We recommend that you print or save this screen as a record of your E-file transaction and credit card payment.**

If you are representing a business, we want you to be aware of a deceptive solicitation sent to many companies implying they have to go through a private, third party vendor – and pay an exorbitant fee – in order to file official documents with our office.

These solicitations are asking for fees of up to \$495 to file various documents with our office – documents that, in most cases, have a filing fee of \$25 for Statements of Information at most and \$0 for termination documents.

A Customer Alert on our website at [www.sos.ca.gov/business/be/alert-misleading-solicitations.htm](http://www.sos.ca.gov/business/be/alert-misleading-solicitations.htm) has more details about these deceptive ploys, as well as information on how you can file documents directly with our office and contact the Attorney General if you have been victimized.

[Return to Main Page](#)

1 Errors detected, cannot file this statement



# State of California

## Secretary of State

### STATEMENT OF INFORMATION (Domestic Nonprofit Corporation)

Fee \$20.00.

**IMPORTANT** - Read instructions before completing this SI-100 form.

Copies of e-filed statements are not provided at the time of filing. Therefore, you may wish to print the completed pages for your records prior to submission. Copies of filed documents may be requested using our Business Entities Records Order form.

**1. CORPORATION NUMBER, NAME AND ADDRESS OF RECORD**

C3319555  
 SAN CARLOS CHARTER LEARNING CENTER  
 JANELLE JENNINGS-P MUNNEY  
 701 UNIVERSITY STE 150  
 SACRAMENTO, CA 95825

**2. STREET ADDRESS OF PRINCIPAL OFFICE IN CALIFORNIA, IF ANY (DO NOT USE PO BOX)**

ADDRESS  
 750 DARTMOUTH AVENUE

CITY STATE ZIP CODE  
 SAN CARLOS CA 94070

**3. MAILING ADDRESS OF THE CORPORATION, IF REQUIRED**

IN CARE OF/ATTENTION  
 CHAIRMAN OF THE BOARD

ADDRESS  
 750 DARTMOUTH AVENUE

CITY STATE ZIP CODE COUNTRY  
 SAN CARLOS CA 94070 UNITED STATES

LIST THE NAMES AND COMPLETE ADDRESSES OF THE OFFICERS (The corporation must list these three officers.)

**4. CHIEF EXECUTIVE OFFICER**

FIRST MIDDLE LAST  
 MIKE F VARGO

ADDRESS  
 878 EDGEWOOD ROAD

CITY STATE ZIP CODE COUNTRY  
 REDWOOD CITY CA 94065 UNITED STATES

**5. SECRETARY**

FIRST MIDDLE LAST  
 MATTHEW KOWITT

ADDRESS  
 123 WILSHIRE COURT

CITY STATE ZIP CODE COUNTRY  
 SAN CARLOS CA 94070 UNITED STATES

**6. CHIEF FINANCIAL OFFICER**

FIRST MIDDLE LAST  
 SONYA L SIGLER

ADDRESS  
 253 HIGHLAND AVE.

CITY STATE ZIP CODE COUNTRY  
 SAN CARLOS CA 94070 UNITED STATES

**7. CHECK THE APPROPRIATE PROVISION BELOW AND NAME THE AGENT FOR SERVICE OF PROCESS**

Either Individual or Corporation must be selected

AN INDIVIDUAL RESIDING IN CALIFORNIA

AGENT'S FIRST MIDDLE LAST  
 CHRISTOPHER MAHONEY

A CORPORATION WHICH HAS FILED A CERTIFICATE PURSUANT TO CALIFORNIA CORPORATIONS CODE SECTION 1505.

NAME OF CORPORATE AGENT [View List](#)

**8. STREET ADDRESS OF THE AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL (DO NOT USE PO BOX)**

ADDRESS  
 750 DARTMOUTH AVENUE

CITY STATE ZIP CODE  
 SAN CARLOS CA 94070

**9. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. ENTER THE NAME AND TITLE OF THE PERSON COMPLETING THIS STATEMENT.**

DATE TITLE FIRST MIDDLE LAST  
 12/10/2010 CFO SONYA L SIGLER



**RESOLUTION NO. 20110310**

**San Carlos Charter Learning Center**

**RESOLUTION FOR ESTABLISHING GENERAL FUND FOR CHARTER SCHOOL**

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**WHEREAS**, S.B. 1448 (Charter School Act, chaptered 9-21-1992) allows individuals and public benefit corporations to petition a school district governing board to establish and maintain a charter school that operates independently from the existing school district structure, in order to increase learning opportunities for all, and

**WHEREAS**, the Charter School Act provides for charter schools to receive funding entitlements directly through the County Office of Education, pursuant to Education Code Section 47651, as follows:

47651. (a) A charter school may receive the state aid portion of the charter school's total general-purpose entitlement and categorical block grant directly or through the local educational agency that either grants its charter or was designated by the State Board of Education. (1) In the case of a charter school that elects to receive its funding directly, the warrant shall be drawn in favor of the superintendent of schools of the county in which the local educational agency that approved the charter or was designated by the State Board of Education as the oversight agency pursuant to paragraph (1) of subdivision (k) of Section 47605 is located, for deposit to the appropriate funds or accounts of the charter school in the county treasury. The county superintendent of schools is authorized to establish appropriate funds or accounts in the county treasury for each charter school; and

**WHEREAS**, the San Carlos Elementary School District ("District") granted a charter for the San Carlos Charter Learning Center in May 2007, revised as of March 2011; and

**WHEREAS**, San Carlos Charter Learning Center and the District desire to separate the fiscal operations of the charter school from those of the rest of the District, while retaining District fiscal oversight as provided in the Charter School Act, and

**WHEREAS**, San Carlos Charter Learning Center has notified the California Department of Education, through its annual charter school funding survey, that it desires to be funded directly, as provided in Section 47605;

**NOW THEREFORE, IT IS RESOLVED** that Board of Directors of San Carlos Charter Learning Center does hereby authorize the San Mateo County Superintendent of Schools and the Controller of San Mateo County to establish a general fund for San Carlos Charter Learning Center, and

**BE IT FURTHER RESOLVED** that two copies of this resolution be forwarded to the San

Mateo County Superintendent of Schools:

Adopted this 10th day of March, 2011.

Aye:

DAVE FECHER  
Whe

MATT KOWITT  
Matt Kowitt

Janae Novotny

Janae Novotny  
Sonya Sialer

Jeff Daniel van der Rijn

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

No:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Abstain:

\_\_\_\_\_

Certified\*:

Matt Kowitt

San Carlos Charter Learning Center Secretary

\* My signature certifies the above vote of the Governing Board to be accurate and true.

\_\_\_\_\_  
County Superintendent of Schools

\_\_\_\_\_  
Date Approved/Filed

GOVERNING BOARD RESOLUTION 20110310-2

Authorized Signatures

WHEREAS, Education Section 42632 states:

"each order drawn on the funds of a school district shall be signed by at least a majority of the members of the Governing Board of the district, or by a person or persons authorized by the Governing Board to sign orders in its name. No person other than an officer or employee of the district shall be authorized to sign orders", and

WHEREAS, Education Section 42632 requires that the signatures authorized under Education Code Section 42632 shall be filed with the County Superintendent of Schools, and

WHEREAS, the Governing Board of the San Carlos Charter Learning Center has authorized any one (1) of the following five (5) officers' or employees' signatures on district orders:

- Chairman of the Board
- Vice Chairman of the Board
- President
- Vice President
- Treasurer

IT IS HEREBY RESOLVED that the County Superintendent be notified of this action on the Authorized Signature Form, issued by said County Superintendent.

REGULARLY passed and adopted this 10th day of March, 2011.

AYES: Sonya Sigler  
Math Kerath  
DAVE FECHER  
Daniel van der Rijn

NOES: \_\_\_\_\_  
 \_\_\_\_\_  
 ABSTENTIONS: \_\_\_\_\_  
 \_\_\_\_\_  
 ABSENCES: \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
District Superintendent \*

\_\_\_\_\_  
County Superintendent of Schools

\_\_\_\_\_  
Date Approved/Filed

\* My signature certifies the above vote of the Governing Board to be accurate and true.  
 Districts may (a) have all Board members sign in the appropriate categories, or (b) type in the names and have the district Superintendent certify the accuracy of the vote.

## DISTRICT OFF-SITE SYSTEMS ACCESS POLICY

The San Mateo County Office of Education (SMCOE) enables approved users to access administrative systems hosted by SMCOE from locations other than SMCOE, a district office or a school site in San Mateo County. It is the responsibility of all technology users accessing SMCOE-hosted administrative systems from off-site locations to maintain the security of this information by following the terms and conditions listed below and by abiding by all applicable personal information privacy laws as stated below. It is equally important for technology users transporting personal data downloaded from SMCOE-hosted administrative systems to maintain the security of this information at all times.

For the purposes of this document, SMCOE administrative systems will include, but not be limited to, any student system, special education system, business system, or personnel / HR system that contain personal information related to individual students, employees, or their family members.

### APPLICABLE LAWS

**California Penal Code § 502 – Unauthorized access to computers, computer systems and computer data:** This section provides that any person who commits one of the acts listed below is guilty of a public offense. Listed offenses include but are not limited to:

1. damaging, deleting, destroying or using any data to defraud, deceive, extort or wrongfully control or obtain money, property or data
2. using computer services without permission
3. assisting unauthorized persons in the use of computer services without permission
4. assisting unauthorized persons in gaining access to documents containing personal data without permission
5. altering, deleting, adding or destroying hardcopy documents or electronic data on SMCOE systems without permission
6. disrupting computer services or causing the denial of computer services to an authorized user
7. knowingly introducing any computer contaminant into any computer, computer system or computer network.

SMCOE is obligated to report all violations of the above section to the appropriate authorities, which may lead to fines of up to \$10,000 and/or imprisonment of up to three years.

For the purposes of this document, the term "personal information" is defined as stated in **California Civil Code Section 1798.80-1798.84:**

- 1) "Personal information" means an individual's first name or first initial and his or her last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted or redacted:
  - a. social security number
  - b. driver's license number or California identification card number
  - c. account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account
  - d. medical information
- 2) "Medical information" means any individually identifiable information, in electronic or physical form, regarding the individual's medical history or medical treatment or diagnosis by a health care professional.
- 3) "Personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

The full text of **California Civil Code Section 1798.80-1798.84** can be found at:

<http://www.aroundthecapitol.com/code/code.html?sec=civ&codesection=1798.80-1798.84>

### TERMS AND CONDITIONS

Off-site access to any SMCOE administrative system is subject to the following:

- 1) Technology users requesting off-site access to SMCOE-hosted administrative systems containing personal information must sign and adhere to the terms and conditions as stated in this document.
- 2) Off-site access to SMCOE-hosted administrative systems requires the written authorization of the CBO of the requestor's district and the District Superintendent. The Superintendent's signature is the only one required if the requestor is the district's CBO. A copy of the written authorization will be kept on file by SMCOE Information Technology Services (ITS) for a period of two years.
- 3) Off-site access to SMCOE administrative systems is limited to secured channels as established and configured by SMCOE ITS. The requestor will not use any other channel, such as Terminal Services, PC Anywhere, etc., either directly or indirectly, to access an SMCOE-hosted system.
- 4) The requestor must annually validate the location and type of machine accessing the SMCOE-hosted system, as well as the name and version of the anti-virus running on the machine. Access to SMCOE-hosted systems is only permitted by machines running a current version of a generally known anti-virus program (such as McAfee or Norton).
- 5) SMCOE reserves the right to immediately disconnect any off-site machine suspected of infecting the SMCOE network or corrupting any SMCOE-hosted application or database. If the user's machine is identified as the source of the infection or corruption, the problem must be corrected by the user and certified by SMCOE/ITS before access is restored.
- 6) Off-site users accessing SMCOE-hosted systems must not allow any non-authorized person to access the machine while connected to the SMCOE-hosted application(s). Passwords to SMCOE-hosted applications cannot be shared with non-authorized persons at any time.
- 7) SMCOE ITS staff will provide telephone support for the data transport channel requested by SMCOE. All other technical support is the responsibility of the user or his/her district. SMCOE does not have the resources to send staff to users' homes to provide technical support.
- 8) Users must report all systems security breach to SMCOE immediately upon discovery.
- 9) All SMCOE-hosted applications will time out after 30 minutes of inactivity and can only be re-accessed with a password.
- 10) Off-site users of SMCOE-hosted administrative systems shall not print off-site any screen captures, reports or other hard-copy documents that contain personal or confidential information regarding any student, staff member, or a family member of any student or staff member.
- 11) Off-site users of SMCOE-hosted administrative systems shall not save on any drive of any portable machine (including portable media) data downloaded from an SMCOE-hosted system that contains personal or confidential information regarding any student, staff member, or a family member of any student or staff member unless the data are encrypted or password protected.
- 12) Any personal information as defined by California Civil Code Section 1798.80-1798.84 that is transported electronically or physically shall not be saved on the hard drive of any personally owned machine or any non-district purchased machine, even if the data are to be stored temporarily. Employees needing to work electronically with personal information as defined by California Civil Code Section 1798.80-1798.84 must do this work on district-purchased machines. Otherwise, the user must save the information to district-purchased portable media that encrypts or password protects the information and work exclusively from that media.

**POLICY ACKNOWLEDGEMENT STATEMENT**

I, \_\_\_\_\_, have read and understand the above Terms and Conditions of Use and agree to abide by them. I further understand that violation of the conditions above may constitute a criminal offense. Should I commit any violation, I understand that SMCOE is obligated to report my actions to my superintendent and possibly legal authorities.

The \_\_\_\_\_ School District shall hold harmless and indemnify the San Mateo County Superintendent of Schools, the Governing Board, the Officers and Employees from every claim or demand which may be made by reason of any injury to person or property sustained by any person, firm or corporation caused by any act or neglect of the School District or of any member of its Governing Board, its Officers or any person employed by the School District, either directly or indirectly.

The \_\_\_\_\_ School District, at its own expense and risk, shall defend any legal proceeding that may be brought against the San Mateo County Superintendent of Schools, the Governing Board, the Officers and Employees on any such claim or demand, and satisfy any judgment that may be rendered against the San Mateo County Superintendent of Schools, the Governing Board, the Officers or the employees acting in the course and scope of their employment. In the event that any such proceeding is brought against the San Mateo County Superintendent of Schools, the Governing Board, the Officers or Employees on any such claim or demand, the \_\_\_\_\_ School District shall have the right to settle any claim when the \_\_\_\_\_ School District, in its sole discretion, deems such a settlement advisable. The San Mateo County Superintendent of Schools, the Governing Board, and its Officers and Employees shall cooperate in all reasonable manner in the defense of such claims.

Signature of User: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name (print): \_\_\_\_\_ Phone Number: (\_\_\_\_) \_\_\_\_\_

Position: \_\_\_\_\_ District: \_\_\_\_\_

Home or cell phone number of User:  
\_\_\_\_\_

Signature of District CBO: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature of District Superintendent: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_



# SAN MATEO COUNTY OFFICE OF EDUCATION

Anne E. Campbell, County Superintendent of Schools

## ACCOUNTS PAYABLE AUTHORIZED SIGNATURES

(Per Government Education Code Section 42632)

District: \_\_\_\_\_


Date: \_\_\_\_\_

### Authorized Personnel:

Name (Please Print)

Superintendent's Signature

Christopher Mahoney  
Name (Please Print)

  
Signature

STACY GILES EMORY  
Name (Please Print)

  
Signature

Sonya L. Sigler  
Name (Please Print)

  
Signature

MATT KOWITT  
Name (Please Print)

  
Signature

Number of signatures required on the School Claims  
Accounts Payable Prelist document.

Please return this form to District Business Services.

San Carlos Charter Learning Center  
(SCCLC)

RESOLUTION OF BOARD OF DIRECTORS OF THE \_\_\_\_\_ CHARTER  
SCHOOL JOINING THE CALIFORNIA CHARTER SCHOOLS ASSOCIATION  
JOINT POWERS AUTHORITY

**WHEREAS**, it is in the best interests of the SCCLC charter school ("School") to establish a joint powers agency to administer programs for group purchasing, financing, management, insurance, self-insurance, and risk sharing; and

**WHEREAS**, the joint powers authority will offer significant advantages to the School in terms of cost, liability protection and services; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the SCCLC charter school:

1. The SCCLC charter school agrees to join the California Charter Schools Association Joint Powers Authority ("Authority") and the Schools Excess Liability Fund ("SELF-JPA"); and

2. Application for a certificate of consent to self-insure for workers compensation insurance to be submitted to the Department of Industrial Relations is hereby authorized, as necessary for the School to participate in the workers compensation self-insurance program of the Authority.

3. The School Director is hereby authorized to execute any and all documents as necessary to carry out the purposes of this Resolution.

4. That the Clerk /Secretary is directed to certify a copy of this Resolution and to forward the same, together with a copy of the executed joint powers agreement, to the California Charter Schools Association.

**PASSED, APPROVED AND ADOPTED** this 10 day of March, 2011 by the following vote:

AYES: 5  
NOES: 0  
ABSENT: 2  
ABSTAIN: 0

Cliff Mag  
Chair/President

ATTEST  
Walter Koutz  
Clerk/Secretary



**CALIFORNIA CHARTER SCHOOLS ASSOCIATION  
JOINT POWERS AUTHORITY**

THIS AGREEMENT, is entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Articles 1 through 4, (Section 6500, et seq.) of the California Government Code, relating to joint exercise of powers, between and among California charter schools, school districts, and other government entities which operate public schools, and which have signed this Agreement, and those that may sign hereafter, for the establishment of a joint powers authority to be known as the California Charter Schools Association Joint Powers Authority ("Authority" or "CCSA-JPA").

WHEREAS, it has been determined by the parties that group self-insurance of workers compensation liabilities, general liabilities and/or group purchasing of insurance and other products and services, cooperative financing programs are of value on a mutual basis; and

WHEREAS, the financing of group self-insurance, risk management, claims administration and related programs for public schools can be effected on a more cost-effective basis through a joint effort; and

WHEREAS, Title 1, Division 7, Chapter 5 of the Government Code of the State of California authorizes joint exercise by two or more public agencies of any power common to them; and

NOW, THEREFORE, for and in consideration of the mutual advantages to be derived, and in consideration of the execution of this Agreement by charter schools and other governmental entities, each of the parties hereto does hereby agree that the California Charter Schools Association Joint Powers Authority ("Authority" or "CCSA-JPA") be created as follows:

I

DEFINITIONS AND GENERAL PROVISIONS

1. "Authority" shall mean the California Charter Schools Association Joint Powers Authority.
2. "Board" shall mean the board of directors of the Authority, consisting of representatives of Participants, and charged with the responsibility of governing the Authority and its programs.
3. "Funds" shall mean, unless the context otherwise specifies, all monies paid into the Authority or any of its programs, including any earnings thereon, or any other sums coming to the Authority from any source.

4. "Governmental Entity" means any political subdivision or nonprofit corporation operating a charter school or other public school of the State of California which is considered a local government agency for the purposes of any program offered by the Authority and empowered to execute this Agreement under the laws of the State of California.

5. "Participant" means any charter school, school district, or governmental entity, which is a signatory member of the Authority and a member in good standing of the California Charter Schools Association; provided, however, that this definition shall not be construed to prevent the Authority from permitting any subsidiary, or wholly-owned or affiliated entity, upon terms and conditions approved by the Board, from participating in any program of the Authority.

6. "Program Administrator" means the contractor or consultant retained, or staff employed by the Board to administer the Authority. The Authority shall be administered under a contract with the California Charter Schools Association, a nonprofit corporation, as approved by the Board.

7. "Risk management" shall mean the process of identifying, evaluating, reducing, transferring, sharing, financing, and eliminating any operational, business or educational risk in the management of a public school. Risk management includes various elements of insurance, law, administration, technology, accounting, and general business to effectively manage hazards and losses to which Participants may be exposed.

8. "Risk pooling or sharing" shall mean any common fund: (1) which is composed of cash, investments permitted by law, and other assets; (2) to which two or more Participants have agreed to contribute; (3) from which claims and risk management costs of any contributor to that common fund shall be paid; and (4) which operates in accordance with this Agreement.

9. "Self-insurance" shall mean providing for claims, losses, and risk management by risk pooling and the maintenance of reserve funds by or on behalf of Participants, and which, when conducted or administered by the Authority, ordinarily provides for the transfer of risks from a Participant to the Authority, and for the potential transfer of risks between and among Participants.

II

PURPOSES AND TERM

1. Purposes. The purposes of the Authority are to provide cost-effective mechanisms for financing risks of operating charter schools and other governmental entities; to provide essential protection to Participants otherwise not obtainable; to secure reinsurance and excess insurance on a group basis; to provide Participants with the mechanisms to jointly purchase insurance, goods and services; to reduce financing costs; to accumulate, administer and invest funds to insure or self-insure as a group various liabilities up to a specified, predetermined amount; and to effect cost savings to Participants in the administration of management and risk management programs as may be established by the Authority in order to reduce the administrative costs of delivering educational services to public school students.

2. Term. This Agreement shall become effective as of the date hereof, and shall continue in full force and effect until it is terminated and the Authority is dissolved as provided herein. It is the intent of the parties hereto that the separate public agency created under this Agreement have an indefinite life, and shall continue to exist so long as necessary to carry out the purposes of this Agreement, including the orderly wind-up of the affairs of the Authority. It is the further intent of the parties that the withdrawal or termination of any Participant from any program of the Authority, or from the Authority itself, shall not terminate such program or this Agreement as to the remaining Participants therein, nor relieve any Participant or former Participant from any obligations it may have under this Agreement.

### III CREATION OF AUTHORITY

Pursuant to Section 6500 et seq. of the Government Code, there is hereby created a public entity, separate and apart from the parties hereto, to be known as the California Charter Schools Association Joint Powers Authority. Pursuant to Government Code Section 6508.1, the debts, liabilities, and obligations of the Authority shall not constitute debts, liabilities, or obligations of any party to this Agreement. Nor shall any party to this Agreement have any right, title or interest in the assets of the Authority, or in any contributions, consideration or property paid or donated by a party to the Authority, or any of its programs, except as expressly provided in this Agreement.

### IV ORGANIZATION & ADMINISTRATION

1. Responsibility. The overall responsibility for administration of the Authority shall be vested in the Board.
2. Agents. Each Participant hereby appoints the Board and its delegates or designees to act as its agents in executing all contracts, reports, waivers, agreements and service contracts and to make and arrange for the payment of claims and all other things required for the proper and orderly operation of the programs of the Authority.
3. Bylaws. The Authority shall be governed pursuant to this Agreement and to the Bylaws. Amendment of the Bylaws may be proposed by any Participant or member of the Board. A copy of the proposed amendment and the reasons therefor shall be presented to the Board if not proposed by the Board. All proposed amendments shall be approved by a two-thirds vote of the Board. Upon its approval, the amendment shall be disseminated to all Participants. The effective date of any amendment shall be the July 1st following adoption, unless otherwise stated in the amendment. Each party to this Agreement agrees to comply with and be bound by the provisions of the said Bylaws and further agrees that the Authority shall be operated pursuant to this Agreement and the said Bylaws. In the event of any conflict between the Bylaws and this Agreement, this Agreement shall prevail.
4. Board. Upon approval by the Participants of this amended Agreement, the Board shall be responsible for overseeing the operation of CCSA-JPA and organization and operation of the Authority, as provided herein. The Board shall establish such policies and

guidelines as may be necessary to carry out the programs of the Authority. The organization and structure of the Board shall be established in the Bylaws.

### V POWERS OF AUTHORITY

1. The Authority shall have the following common powers and is hereby authorized to do all acts necessary for the exercise of said common powers:
  - A. To make and enter into contracts, including but not limited to contracts of employment, insurance, reinsurance and self-insurance for itself and its Participants, and providing for risk pooling, risk financing and sharing, financing and purchasing, whether or not subject to regulation under the Insurance Code, to the extent and in the manner permitted under Government Code Sections 990, 990.4, 990.8, and 6508, or any other provision of law;
  - B. To hire employees, and contract with consultants and legal counsel;
  - C. To invest and reinvest money in the treasury of the Authority pursuant to Government Code Section 53601 or other provisions of law as may be applicable;
  - D. To incur debts, liabilities, or obligations;
  - E. To acquire, hold, lease, or dispose of property;
  - F. To sue and be sued in its own name; and
  - G. To exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise authorized by law.
2. Said powers shall be exercised pursuant to the terms hereof, subject to the restrictions upon the manner of exercising the powers applicable to The Accelerated School, a California public charter school organized and operating as a nonprofit public benefit corporation.

### VI BOARD: ANNUAL MEETINGS

1. Number. The Authority shall be governed by the Board which is hereby established and which shall be composed of not less than 3, nor more than 11 representatives of the Participants, who shall be elected by the Participants, in accordance with the Bylaws of the Authority.
2. Term. Each member of the Board shall serve for a term of three years and until a successor is elected or appointed. Each Board member shall have one vote.

3. Participants' Meetings. There shall be an annual meeting of Participants for the purpose of electing members of Board and to transact any other Authority business. The annual meeting, and any additional meetings, shall be held at the call of the Chair. Thirty percent of the Participants may also call a meeting of Participants. A majority of the Participants shall constitute a quorum of transaction of business at the meeting. Each Participant shall be represented at meetings by its chief executive officer or his or her designee. If a designee is to represent the Participant, written notice from the Participant's governing body shall be provided to the Authority.

VII  
POWERS OF THE BOARD

- A. The Board shall review, modify, if necessary, and approve the annual operating budget of the Authority.
- B. The Board shall receive and review periodic accountings of all funds under this Agreement.
- C. The Board shall have the power to conduct, on behalf of the Authority, all business of the Authority, which the Authority may conduct under the provisions hereof and pursuant to law.
- D. The Board shall have such other powers and functions as are provided for in this Agreement.

VIII  
MEETINGS OF BOARD

- 1. Meetings. Board shall provide for its regular, adjourned regular, and special meetings upon call of the Chair, Vice Chair (if any), or Program Administrator; provided, however, that it shall hold at least two (2) regular meetings annually, as set forth in the Bylaws.
- 2. Minutes. The Secretary of the Authority shall cause minutes of regular, adjourned regular, and special meetings to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board.
- 3. Quorum. A majority of the voting members of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. A vote of the majority of a quorum present at a meeting shall be sufficient to constitute action by the Board, except as otherwise specifically set forth in this Agreement or in the Bylaws.

IX  
OFFICERS OF THE AUTHORITY

- 1. Chair, Vice Chair, Secretary and Treasurer-Auditor. The Board shall elect from the Board a Chair, Secretary and Treasurer-Auditor of the Authority for terms of not less

than one nor more than four years, as provided in the Bylaws, each to hold office until a successor is elected. A Vice Chair may also be elected. In the event an officer so elected ceases to be a member of the Board, the resulting vacancy in the office shall be filled at the next regular meeting of the Board held after such vacancy occurs. In the absence or inability of the Chair to act, the Vice Chair, if any, shall act as Chair. The Chair, or in his or her absence the Vice Chair, shall preside at and conduct all meetings of the Board.

- 2. Other Officers. The Board shall have the power to appoint such other officers as may be necessary to carry out the purposes of this Agreement.

X  
PARTICIPANTS

- 1. Each Participant is entitled to the rights and privileges and is subject to the obligations as provided for in this Agreement and the Bylaws. Each Participant Agency shall comply with the rules and policies of the Authority and maintain membership in the California Charter Schools Association.
- 2. A new Participant may be accepted upon application to the Authority and upon acceptance by the Board by two-thirds vote, and subject to acceptance by the prospective member of the terms and conditions of participation in the Authority and of the financial arrangements and fund contributions specified by the Board.
- 3. Each Participant shall be entitled to one voting representative at meetings of the Participants. Each representative shall be designated by appointment by the Participant's governing body. Such governing body may delegate the authority to appoint that Participant's representatives to its chief executive officer or principal.

XI  
CONTRIBUTIONS AND OPERATIONS

- 1. Contributions. The parties agree that each Participant in the workers compensation and other group self-insurance programs shall make payment of contributions for coverage under those programs in which they elect to participate, as well as for the operations of the Authority. The Board shall be authorized and directed to establish the rate of contribution for each Participant, and the time schedule for payment of such contribution. Participants acknowledge that the rates established by Board for coverage under the workers compensation and other group self-insurance and insurance programs may reflect overall changes in coverage, changes in exposure and the past or projected experience of the Participants, as a group during the life of the program, and will not necessarily reflect the experience of an individual Participant during any specific period of participation. Consequently, there can be no assurance that current or former Participants will benefit equally from changes in the workers compensation program or other group self-insurance programs (including, but not limited to changes in eligibility for participation credits, dividends or retrospective rating adjustments or enlargements of coverage grants), nor that the burdens will be equally shared (including, but not limited to rate increases, restrictions on coverage, or unanticipated claims expenses). The timely payment of all required contributions shall be a condition precedent to the continuation of participation by each

Participant in the workers compensation and other group self-insurance programs and the Authority. A Participant has no title or interest in the Participant's contributions, whether equitable or otherwise, except as expressly provided in this Agreement.

2. Initial Term of Participation: Workers Compensation. Participation in the workers compensation program shall be for an initial term of two years, and thereafter, shall be for one (1) year at a time commencing July 1 and ending June 30, unless another coverage period is specified in the coverage agreement. After the initial two-year period, participation shall be subject to termination at any time upon either the Authority or Participant giving ninety (90) days' notice in writing to the other, unless otherwise provided in the coverage agreement accepted by a Participant. Participation may be renewed for additional coverage years by submitting to the Authority prior to the close of the then-current term, such information as Board may require or may specify, and by remitting to the Authority upon such payment schedule as the Authority shall specify, the Participant's contribution for the following year.

3. Computation and Notice of Rates: Assessments. The rates to be used in calculating contributions for each Participant for participation in the workers compensation, general liability and other group self-insurance programs shall be determined by the Board, to the extent practicable, no later than sixty (60) days prior to the commencement of the coverage year and communicated to all current participants as soon as practicable thereafter. However, if at any time the Board determines that the amount contributed for a given year is insufficient, each Participant agrees to promptly pay the Authority the full amount of any assessments levied by the Board, which shall not to exceed two hundred percent (200%) of the annual amount of the Participant's contribution for coverage for any group self-insurance program for that year, as may be required to meet the Authority's expenses associated with the provision of coverage for the Participants for that year and line of coverage. Such assessments shall be allocated and attributed to each Participant based upon a methodology approved by the Board, which may include consideration of payroll, the actual or projected costs incurred by the Authority to provide for program liabilities of the Participant's employees, Participant's compliance with risk management policies, the total actual or projected costs incurred by the Authority as a whole, and other factors. In the event such an assessment, together with any other resources available to the Authority, is insufficient to pay the costs of the Authority for any group self-insurance program during any fiscal year, each Participant contributing to the shortfall shall share the shortfall proportionately, and the Authority shall have no further obligation to pay such costs.

4. Loss Control and Risk Management. Participants in any insurance or self-insurance program agree to follow the loss prevention and risk management recommendations of the Board, and to abide by all conditions, requirements, rules and regulations regarding loss control and risk management which may be promulgated by the Authority.

5. Right to Inspect. Each Participant agrees that the Authority, its Program Administrator, or any of its respective agents, servants, employees or attorneys shall be permitted at any reasonable time to inspect Participant's property and operations and to examine Participant's books, documents and records as necessary in the proper operation of the group self-insurance programs or the Authority, to the maximum extent allowed by law.

6. Audit. Board shall obtain an annual audit of the financial affairs of the Authority, by a certified public accountant at the end of each fiscal year in accordance with generally accepted accounting principles. A copy of the annual audit report shall be available to each Participant, and shall be filed as required by law. The costs of such audit shall be paid from the funds of the Authority.

7. Binding Nature. Any Governmental Entity which makes application for participation in any of the group self-insurance program of the Authority, and is accepted as a Participant and signs this Agreement, shall thereupon become a party to this Agreement and shall be bound by all the terms and conditions hereof; provided, however, that any charter school or Governmental Entity may be refused admission to the Authority or any program thereof in the sole discretion of Board.

8. Deposit of Funds. Participants shall pay contributions to the Authority for the programs in which they participate and for operations of the Authority. The contributions and income therefrom shall be accumulated to pay the expenses of the programs for which they are determined or assessed. Funds received by Authority as contributions shall be deposited and invested in accordance with laws of the State of California pertaining to the investment of excess funds of charter schools.

9. Contributions by Participants. Without in any way limiting the powers otherwise provided for in this Agreement, the Bylaws, or by statute, the Authority shall have the power and authority to receive, accept and utilize the services of personnel offered by any Participants or its representatives or agents; to receive, accept, and utilize property, real or personal, from any Participant or its agents or representatives; and to receive, accept, expend and disburse funds, contract or otherwise, for purposes consistent with the provisions of this Agreement, which funds may be provided by any Participant, its agents, or representatives.

10. Excess Insurance and Reinsurance. The Authority shall obtain or cause to be obtained such excess insurance or reinsurance as may be necessary and prudent in the judgment of Board. The expense of such excess insurance or reinsurance shall be paid from the Funds of the Authority.

## XI

### CLAIMS ADMINISTRATION & PAYMENT OF LOSSES

1. General. The principal purpose for the establishment of the Authority is to provide for the orderly presentment, examination, investigation, defense or settlement of claims against the Participants which are covered under group self-insurance and insurance programs of the Authority. It is agreed and understood that the Authority shall use the sums contributed by the Participants for such programs to pay such losses and claims.

2. Presentment of Claims. The services and benefits to be provided by the Authority shall be paid or furnished to or for the benefit of a Participant with respect to a particular incident or claim only if the Authority is notified as required by the applicable coverage agreement.

3. Investigation and Defense. Program Administrator will investigate, or cause to be investigated, all such claims and will attempt to adjust or settle such claims, in accordance with the authority delegated to Program Administrator by Board or the Participant involved. As required, and subject to the provisions of the Coverage Contracts, the Authority, through designated defense counsel will provide legal defense of claims against Participants. The Participant agrees to aid the Authority in such matters and to provide and make available all information and personnel as may be reasonably required in the opinion of Program Administrator to fully investigate and resolve the claim.

It is understood that Board and Program Administrator shall use their discretion in making judgments and assumptions as to the actual value of any claim and making such reserves based on such judgments.

## XII

### TERMINATION OR WITHDRAWAL OF PARTICIPANT

1. Withdrawal of Participant. A Participant may terminate its participation in the workers compensation program, or in other programs of the Authority, or from all programs of the Authority and from the Authority itself, by giving at least ninety days' written notice of withdrawal, unless otherwise provided in the applicable coverage agreement. A withdrawing Participant shall remain liable for any unpaid contribution which shall have accrued under any program or coverage agreement it may have accepted, and for any liability it may have to the Authority itself, through the effective date of termination. Upon its voluntary withdrawal or its termination as a Participant in the Authority or any program of the Authority, a former Participant becomes ineligible to participate in any program of self-insurance of the Authority, except that the rights of a Participant after termination shall be limited to those benefits, such as the defense and indemnity of claims covered under coverage agreements issued by the Authority, which have accrued as of the date of termination as determined by the provisions of the applicable program. A withdrawing or terminating Participant shall have no other rights in any assets of the Authority or of any program of the Authority, whether denominated as equity, surplus, contributions or otherwise, except upon windup of the program or the Authority.

2. Involuntary Termination. A Participant may be terminated by the Authority from any program of the Authority, or from the Authority itself, for:

(i) Failure to comply with any term or condition of this Agreement, a coverage agreement, insurance policy, or other evidence of coverage issued by, through or on behalf of the Authority; or

(ii) With or without cause, upon a 2/3 vote of the members of Board.

3. Adjustment. Whether termination is voluntary or involuntary, a Participant shall remain liable for any unpaid contribution which shall have accrued prior to withdrawal or termination of its participation in any program of the Authority, or the Authority itself. Adjustment for amounts of contribution due to the Authority upon termination shall be made within thirty (30) days of the time at which cancellation is effective.

4. Continued Liability. After a Participant withdraws or terminates, such withdrawing party shall be subject to assessment by the Authority to maintain the solvency of any program of the Authority for any year during which the party was a Participant, unless the coverage agreement otherwise provides.

## XIII

### PROGRAM ADMINISTRATOR

1. Appointment of Program Administrator. The California Charter Schools Association shall be appointed to administer the Authority. The duties of the Program Administrator may be further delegated to a person, association, partnership, corporation, contracted or employed staff, or any other form of entity, subject to such limitations as the Board may specify.

2. Duties of Program Administrator. Program Administrator shall have all such duties and authority as may be delegated to it by Board. Board shall enter into a service agreement or establish policies and procedures which shall specify all of the duties and obligations of the Program Administrator.

## XIV

### ACCOUNTS AND RECORDS

1. Annual Budget. The Board shall annually adopt an operating budget for the Authority.

2. Funds and Accounts. The Treasurer-Auditor of the Authority shall establish and maintain such funds and accounts as required by the Board and as required by good accounting practice. Books and records of the Authority in the hands of the Treasurer-Auditor shall be open to inspection at all reasonable times by the Board and as otherwise required by law.

3. Bond. A bond in the amount determined adequate by Board shall be required of all officers and personnel authorized to disburse funds of the Authority. Such bond may be paid for by the Authority.

## XV

### ACTUARY

1. Appointment. Board shall retain an Actuary.

2. Duties. Actuary shall have all duties and authorities as may be delegated to it by Board in a written contract between Actuary and Board. It is contemplated that the duties of Actuary shall include but not necessarily be limited to the following:

(a) Recommend contribution rates;

(b) Review rating structure;

- (c) Monitor claims and analyze loss reserves;
- (d) Monitor participation in all self-insurance and insurance programs;
- (e) Assist Board in financial planning;
- (f) Evaluate reinsurance proposals.

3. Payment. The professional fee paid Actuary for its services shall be an expense of the Authority. The professional fee may be based on a flat sum, an hourly rate, or another method as the parties may specify.

#### XVI

##### LEGAL COUNSEL

1. Appointment. Board shall appoint an attorney for the Authority to serve as General Counsel. Board may retain Special Counsel as needed.

2. Payment. The professional fees of General and any Special Counsel for services rendered to the Authority shall be based on a retainer, an hourly rate, or other method as the parties may specify.

#### XVII

##### AMENDMENT AND TERMINATION

1. Amendment. Participants may amend this Agreement at any time and from time to time by an instrument in writing approved by a majority vote of Board and executed by a majority of the Participants, provided, however, that:

(a) No amendment shall retroactively reduce the benefits which any Participant is entitled to receive under any Coverage Contract for any coverage year in which a Participant was a fully qualified Participant without their written consent.

(b) Upon approval, by Board, and upon execution of any amendment by a majority of the Participants, the said amendment shall immediately be effective and binding upon all Participants. Any Participant which has failed to sign the amendment shall have the option of withdrawing from the Authority on the first day of the month next following the month in which a majority of the Participants have completed approval of the amendment, or remaining in the Authority and being bound by such amendment.

2. Termination by Agreement. Participants may terminate any program of the Authority or the Authority without a successor program or entity effective as of the end of the then-current coverage year by an instrument in writing approved by a majority vote of Board, executed by a majority of the Participants; provided, however, if any insurance program of the Authority or the Authority shall be so terminated, such termination shall not reduce or terminate the rights, benefits, and obligations of any Participant as to any claim theretofore presented.

3. Termination by Withdrawals. If, at any time, by reason of withdrawals or terminations of Participants, the Actuary shall advise and Board concurs that any program of the Authority is no longer economically feasible or actuarially sound, then such program or programs shall be terminated and dissolved by Board.

4. Disposition of Funds Upon Termination. Upon termination of any program of the Authority, the Authority shall retain in a liquidation fund such sums up to the entire amount held by the Authority for the benefit of the Participants in such program as the Board deems sufficient to pay the remaining obligations of the program. In the alternative, the Authority may insure or reinsure all outstanding liabilities of Participants in such program. Any funds remaining after termination of a program of the Authority, after adequate provision for all liabilities and claims thereunder, shall be distributed to the then-current Participants in the same proportion as each Participant's total contributions paid by that Participant, reduced by the amount of losses and allocated claims expenses paid on behalf of that Participant, bear to all contributions paid by all Participants, reduced by the total losses and allocated claims expenses paid on behalf of all Participants from the inception of that program to its termination. If the Authority insures or reinsures all outstanding liabilities of Participants, any funds remaining in excess of amounts necessary to pay the cost of such insurance or reinsurance shall be distributed to Participants in accordance with this Section, not later than twelve (12) months after payment of the final insurance or reinsurance premium. If the Authority elects to liquidate the liabilities by means of a liquidation fund, any excess funds shall be distributed not later than twenty-five (25) years following the date of termination. Board shall determine such distribution within six months after disposal of the last pending claim or loss covered by the program being terminated.

5. Termination of the Authority. The Authority itself may be terminated and dissolved in the same manner and subject to the same conditions as any program may be terminated; provided that, in addition, the Treasurer-Auditor shall disburse any funds in the treasury as directed by Board. Board is vested with all powers of the Authority for the purpose of winding up and dissolving the business affairs of the Authority.

#### XVIII

##### CLAIMS, LITIGATION, OR JUDGMENTS AGAINST THE AUTHORITY

1. Defense of Claims. As to any claim or action against the Authority which is based on or arises out of an occurrence involving an officer or employee of the Authority during the course and in the scope of such duties, who is also an officer or employee of a Participant, such claim or action against the Authority will be defended by the Authority to the extent authorized by law. Such claims or actions shall not be considered claims or actions against such Participant solely as a result of employment by the Authority.

2. Claims and Judgment Against the Authority. Claims and judgments against the Authority, its agents, Board members, officers or employees, shall be paid from, or charged to, the appropriate coverages or self-insured funds the Authority has established and/or purchased against such claims, judgments or losses. Such amounts shall be paid from the Authority's own coverage or self-insured funds.

XIX  
MISCELLANEOUS

1. Binding Nature. This Agreement contains the entire agreement of the parties and supersedes all discussions, negotiations or promises made prior to the execution of this Agreement. This Agreement shall be binding upon and inure to the benefit of the original parties hereto and any substitute or additional parties who are bound hereby in accordance with the provisions hereof, their successors and assigns.
2. Notices. Any notices required by law or this Agreement shall be sufficient if given in writing and deposited in the United States mail, postage prepaid, addressed to the Participant at the last address on file with the Authority. Notices to be given to the Authority shall be directed to such address as the Authority shall designate for such purpose.
3. Partial Invalidity. If any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement shall to any extent be judged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.
4. Successors. This Agreement shall be binding upon and shall inure to the benefit of successors of the parties.
5. Counterparts. This Agreement may be executed in one or more counterparts, and shall be deemed effective as to all signatories as though signed in one document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers thereunto duly authorized, and their official seals to be affixed as of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name of Charter School or other Governmental Entity

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
"PARTICIPANT"

**BYLAWS**  
**OF THE**  
**CALIFORNIA CHARTER SCHOOLS ASSOCIATION**  
**JOINT POWERS AUTHORITY**

---



BYLAWS OF THE  
CALIFORNIA CHARTER SCHOOLS ASSOCIATION  
JOINT POWERS AUTHORITY

**SECTION 1.0 PURPOSES**

The purposes of CCSA-JPA are:

A. To provide group purchasing, financing, insurance, self-insurance and risk management programs and systems which will achieve the following objectives for the benefit of CCSA-JPA's Participants:

1. Reduced costs of operations, capital, workers compensation liability, and other insurance coverages through combined purchasing power, effective management and loss control practices, pooling, transferring and shifting of risk, and;
2. Reduced costs of administrative and claims administration services through central management, volume and combined purchasing power;
3. Greater stability of insurance markets through size of combined membership, and longer duration of insurance agreements;
4. Reduced amount and frequency of losses of Participants;
5. Improved control of sources of risk through the application of risk management and loss control techniques;
6. Improved recovery from responsible third parties;
7. Funding of adequate reserves by members to ease the impact of heavy losses; and
8. Monitoring of local, state and federal legislative and agency risk management activities with the intent of advocating CCSA-JPA's position through coordination with appropriate representatives.

B. To provide workers compensation liability and other group insurance, self-insurance, risk management, financing and purchasing programs, including, but not limited to payment of claims and benefits; administration of one or more risk sharing and risk-transfer programs, joint purchase of insurance, reinsurance, or excess insurance; joint purchase of administrative and other services including risk management, risk financing, financing, consulting, brokering, general administration, claims administration, claims adjusting, loss prevention, data processing, legal and related services.

C. To acquire, hold and dispose of property, real and personal, necessary or desirable for the purpose of providing the members of CCSA-JPA with a complete self-insurance and risk management program, including but not limited to the acquisition of necessary facilities

and equipment, the employment of personnel, and the operation and maintenance of a system of risk management.

## **SECTION 2.0 BOARD OF DIRECTORS**

A. The governing body of the Authority shall be the Board of Directors and may be referred to herein as the Board.

B. Voting members of the Board shall consist of 5 persons who shall be elected by the membership of the Authority. The initial members of the Board shall be appointed by the Board of the California Charter Schools Association. The initially-appointed Board shall serve for not less than 2 years. Thereafter, not less than two (2) directors shall be persons currently serving on the governing board of, or who are employed by, charter schools which participate in at least one of the group self-insurance programs of the Authority. Not less than two (2) directors shall be persons currently serving on the board of directors of the California Charter Schools Association as charter school representatives. At least one (1) director shall be nominated by the board of the California Charter Schools Association; provided that in the event more than one person is nominated for an available seat, only the person receiving the most votes shall be elected. The election of the Board shall be by written ballot that may be cast at a meeting of the membership of the Authority or received by the Authority twenty-four hours prior to the date of the election. Each Participant in the Authority shall have one vote.

C. Any Director who ceases to be qualified for his or her office shall automatically cease to be a member of the Board, and that person's position for the unexpired term shall be filled by the Board at its next regular or special meeting. For example, when a Director, elected as a representative of a participating charter school, is no longer employed by a participating charter school, that seat shall be declared to be vacant.

D. The Board shall provide policy direction to the Program Administrator. The Board's functions include, but are not limited to, approval of:

1. Admission of new Members;
2. Involuntary termination of current Members for reasons other than nonpayment of any amount due to CCSA-JPA;
3. Minimum bonding requirements for the officers of the Authority;
4. Delegation of investment authority;
5. Changes to the conflict of interest code and conflict of interest policies of the Authority;
6. An operating budget for CCSA-JPA, to be approved in advance of the commencement of each fiscal year;
7. Arrangements, if any be made, with outside agencies for establishment of risk management related lines of credit;

8. Assessments and return of surplus funds through rate reductions, rate credits, or dividends, however denominated;
9. Amendment of the Bylaws
10. Election of the officers of the Authority and approval of committees of the Board;
11. Actions regarding appeals of coverage disputes, when specifically requested by a Member.

#### Section 2.1 Meetings of the Board

The Board shall establish a time and place to hold regular meetings not less often than twice per year. Meetings shall be conducted pursuant to the most current edition of *Roberts Rules of Order* or such other procedural rules as the Board shall adopt.

#### Section 2.2 Board and Program Administrator

A. The Board shall employ or contract for the services of a Program Administrator to administer and operate CCSA-JPA's programs of risk management under the direction and supervision of the Board. The Program Administrator will be the California Charter Schools Association, subject to the terms and conditions approved by the Board.

B. Compensation, termination and other employment matters respecting the Program Administrator shall be governed by the Bylaws to the extent covered therein. CCSA-JPA may, but is not required to, enter into a written contract with the Program Administrator.

#### Section 2.3 Vacancies

A vacancy may be declared by the Board whenever a director fails to attend two or more meetings of the Board or any committee to which the director has been assigned, within a 12-month period and without a valid excuse. Vacancies shall be filled as provided in these bylaws.

### **SECTION 3.0 ADMINISTRATOR'S RESPONSIBILITIES**

The Program Administrator shall perform the following functions:

1. Implementing policy and monitoring activities of the Treasurer/Auditor
2. Maintaining an awareness of major developments which may affect CCSA-JPA-handled programs;
3. Selection of insurance brokers or companies, underwriting and actuarial consultants, legal counsel and other consultants;
4. Selection of claims administration and claims adjusting services, including establishing selection criteria, interviewing candidates, making selection recommendations to the

Board. Selection criteria shall include knowledge and understanding of the laws regarding claims against public entities;

5. Establishing risk management programs, claims administration services, adjusting services, loss prevention services and other risk management services which can help the Authority carry out its risk management objectives and its obligations to Participants;

6. Recommending to the Board each Participant's share of operating costs, as part of the budget;

7. Establishing policies requiring Participants to increase reserves as may be needed to pay claims and expenses within the Participant's self-insured retentions or in excess of CCSA-JPA risk management programs;

8. Recommending to the Board of a Conflict of Interest Code and other conflict of interest policies;

9. ~~Overseeing investments and financial administration of the Authority,~~  
subject to the adopted investment policy of the Board.

10. Any other function of the Board, except those functions expressly reserved herein or by formal action of the Board.

#### **SECTION 4.0 COMMITTEES**

The Board shall establish such committees as it shall require to assist it in conducting the business of CCSA-JPA. Annually, the following committees may be appointed by the Chair and approved by the Board:

A. Underwriting Committee. The Underwriting Committee shall review and recommend coverage changes in all self-insurance programs; review and make recommendations on new applications; review and recommend excess insurance and reinsurance levels; and other duties prescribed by the Board.

B. Claims Committee. The Claims Committee shall be charged with the responsibility for review of claims in all self-insurance programs. As to such claims, the Committee shall oversee reserving levels and reserving practices; review and recommend claims procedures; review and make recommendations or determinations regarding coverage of claims; recommend, as necessary, legal defense firms; assist the Program Administrator and consultants hired to administer claims, if any, in planning and implementing loss control activities and perform other duties as prescribed by the Board.

##### **Section 4.1 Advisory Committees**

Except as expressly delegated to a committee by the Board, the Claims and Underwriting Committees are advisory committees only, and they shall report their findings and recommendations to the Board. The Claims and Underwriting Committees shall be assisted in

their deliberations by the Program Administrator, CCSA-JPA brokers, Actuary, and other consultants, as appropriate.

Section 4.2 Ad Hoc Committees

The Chair may establish ad hoc committees as necessary.

**SECTION 5.0 OFFICERS**

A. The officers of the Authority shall be:

1. Chair;
2. Secretary, who may also serve as Treasurer, and his or her duly appointed deputies, if any;
3. Treasurer and Auditor, and his or her duly appointed deputies, if any.

B. The Board shall elect the Chair of the Authority.

C. The Board shall designate the Secretary, Treasurer and Auditor in the manner provided for in these Bylaws.

D. Each Officer shall hold his or her position until relieved of functions as an Officer by either:

1. Expiration of his or her elected or appointed term; or
2. Removal by a two-thirds vote of the members of the Board.

Section 5.1 Chair

A. At the first meeting of each calendar year, The Board shall elect a Chair to serve a one-year term.

B. The duties of the Chair are to:

1. Preside at and conduct meetings of the Board.
2. Execute documents on behalf of the Authority.
3. Exercise such spending authority as may be authorized by a resolution approved by the Board, within the approved budget.

Section 5.2 Secretary

A. At the first meeting of each calendar year, the Board shall elect a Secretary to serve a one-year term.

B. The duties of the Secretary are to:

1. Attend the meetings of the Board and make minutes thereof;
2. Keep all official records of the Authority not required to be kept by the Treasurer.
3. File such notices and statements as are required by Sections 6503.5 and 53051 of the Government Code.
4. Cause notices of meetings to be given as required by the Ralph M. Brown Act.

C. In the absence of the Secretary, the Chair may appoint a Secretary pro tempore from among the members of the Board to carry out the Secretary's duties at any meeting except that a person appointed as a Deputy Secretary or Secretary pro tempore shall not be entitled to vote as member of the Board, unless otherwise qualified to vote. In addition, the Secretary shall recommend, and the Board may appoint such deputy Secretaries to act on behalf of the Secretary, as the Secretary deems necessary or convenient.

Section 5.3 Treasurer

A. At the first meeting of each calendar year, the Board shall elect a Treasurer to serve a one-year term.

B. The duties of the Treasurer are to:

1. Perform the duties of the Treasurer prescribed in Section 6505.5 of the Government Code;
2. Sign warrants or such other negotiable instruments as may be used for proper disbursement of moneys from any CCSA-JPA fund; and
3. Recommend the investment policy of the Authority and make reports regarding investments in accordance with applicable law.

C. The Treasurer shall recommend, and the Board may appoint such assistant or deputy treasurers to act on behalf of the Treasurer, as the Treasurer deems necessary or convenient. In addition, the Board may set minimum qualifications which any such assistant or deputy may be required to meet.

Section 5.4 Auditor

A. The Treasurer shall serve as Auditor.

B. The duties of the Auditor are to:

1. Perform the duties of the Auditor prescribed in Sections 6505 and 6505.5 of the Government Code.

2. Issue warrants for the payment of claims of Participants after obtaining the member's authorization.

C. Any assistant or deputy of the Treasurer is, ex officio, a deputy Auditor of the Authority.

## **SECTION 6.0 PROGRAM ADMINISTRATOR**

The Board shall appoint a Program Administrator subject to the direction and control of the Board. The Program Administrator shall have full charge and control of the affairs of the Authority, consistent with the policies of the Authority and shall be responsible for the day-to-day administration, management and operation of CCSA-JPA's programs of risk management, and supervision of the consultants, employees and contractors of the Authority. The Program Administrator shall be the California Charter Schools Association. The Program Administrator shall also carry out duties as may be assigned from time to time by the Board or other committee of the Authority.

### **Section 6.0 Responsibilities**

The responsibilities of the Program Administrator shall include, but not be limited to:

A. Implementing all of the programs of the Authority in accordance with the adopted budget, including approval of payments, implementation of Board policies and complying with the directions of the Board;

B. Preparing an annual budget for recommendation to the Board;

C. Assisting the Board in selecting brokers, underwriters, actuaries, insurance companies, insurance policies, and claims administration services and other consultants, as needed, including exercising any delegated authority to make such selections;

D. Developing effective risk management and loss control procedures and other programs and advising member entities on how to implement them.

### **Section 6.1 Compensation, Employment**

The Program Administrator shall be compensated for services in such amounts and manner as may be fixed from time to time by the Board, in conformity with the approved budget for the Authority.

## **SECTION 7.0 PARTICIPANTS**

A. Each charter school agrees to be bound by these Bylaws and shall:

1. Submit an application for membership and obtain Board approval;
2. Execute an original of the CCSA-JPA Joint Powers Agreement, as amended from time to time;

3. Participate in at least one program of the CCSA-JPA within one year of joining CCSA-JPA; and

4. Pay a fee to CCSA-JPA as determined by the Board for initial risk program analysis and structuring consulting services.

B. A governmental entity which is not a charter school may be admitted as a Participant upon terms and conditions approved by the Board.

C. Additional requirements, as approved by the Board, may be imposed for participation in specific programs, insurance programs and risk areas.

#### Section 7.1 Duties of the Participants

Each Participant shall:

A. Appoint a representative who may vote at the annual Participants meeting.

B. Designate a representative (who may be the appointed representative) to act as a liaison with the CCSA-JPA Program Administrator and to advise him or her of any proposed or altered program which may have significant risk management ramifications.

C. Maintain an active safety committee.

D. Provide necessary data to assist in obtaining reinsurance, excess insurance, claims administration services quotes, or as otherwise required for participation in specific programs.

E. Establish and maintain a risk management program, such as an illness and injury prevention program and maintain adequate claims reserves.

F. Pay when due all payments, premiums, contributions or assessments levied pursuant to the CCSA-JPA Joint Powers Agreement, Bylaws, specific programs, insurance plans, or Board policies adopted in furtherance of the Agreement or Bylaws.

G. Enter into and maintain contracts of insurance or reinsurance as required in risk areas or specific insurance programs in which the charter school is participating.

H. Comply with the letter and spirit of the CCSA-JPA Joint Powers Agreement and these Bylaws.

I. Cooperate with the Authority in the timely reporting and management of claims and other reporting as may be required for participation in the programs of the Authority.

#### Section 7.2 Rights of Participants

The rights of Participants are to:



A. Have the Authority offer coverage agreements, and contracts of insurance with excess insurers to provide coverage above the level of risks retained by the Participant or the Authority.

B. Receive assistance from the Authority in establishing and maintaining risk management programs compatible with the policies and programs of the Authority.

C. Withdraw from participation as provided herein.

#### **SECTION 8.0 CLAIMS SETTLEMENT**

Unless otherwise provided in a coverage agreement or insurance policy offered by or through the Authority, the determination of whether a claim is to be allowed, compromised, settled, or rejected shall be that of the party against whom the claim is filed; provided that no party shall have the power to commit the funds of the Authority to pay any claim without the consent of the Authority.

#### **SECTION 9.0 DEPOSIT AND INVESTMENT OF AUTHORITY FUNDS**

The Treasurer may deposit and invest Authority funds subject to the same requirements and restrictions that apply to deposit and investment of the funds of a charter school.

#### **SECTION 10.0 AMENDMENT OF BYLAWS**

By a two-thirds vote of the members of the Board, the Board may amend these Bylaws from time to time in accordance with the CCSA-JPA joint powers agreement.

#### **SECTION 11.0 NOTICES**

A. Notice to the Authority shall be given by delivery of such notices to the Secretary of the Authority.

B. Notice to Participants shall be given by delivery of such notice to the Secretary of each Charter school.

#### **SECTION 12.0 MEANING OF TERMS**

Any capitalized term that is not defined herein shall have the meaning assigned to it in the CCSA-JPA Joint Powers Agreement.

#### **SECTION 13.0 EFFECTIVE DATE**

These Bylaws shall be effective immediately upon their adoption by the Board.



Our File: \_\_\_\_\_

## APPLICATION FOR A PUBLIC ENTITY CERTIFICATE OF CONSENT TO SELF INSURE

**NOTE:** All questions must be answered. If not applicable, enter "N/A".  
Workers' compensation insurance must be maintained until certificate is effective.

### APPLICANT INFORMATION

Legal Name of Applicant (show exactly as on Charter or other official documents):  
\_\_\_\_\_

Street Address of Main Headquarters:  
\_\_\_\_\_

Mailing Address (if different from above):  
\_\_\_\_\_

Federal Tax ID No.:  
\_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip + 4: \_\_\_\_\_

### TO WHOM DO YOU WANT CORRESPONDENCE REGARDING THIS APPLICATION ADDRESSED?

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip + 4: \_\_\_\_\_

Type of Public Entity (check one):

City and/or County     School District     Police and/or Fire District     Hospital District     Joint Powers Authority

Other (describe): Public Charter School

Type of Application (check one):

New Application     Reapplication due to Merger or Unification     Reapplication due to Name Change Only

Other (specify): \_\_\_\_\_

Date Self Insurance Program will begin: \_\_\_\_\_

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**CURRENT PROGRAM FOR WORKERS' COMPENSATION LIABILITIES**


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 Currently Insured with State Compensation Insurance Fund, Policy Number: \_\_\_\_\_

Policy Expiration Date: \_\_\_\_\_ Yearly Premium: \$ \_\_\_\_\_

Current Yearly Incurred (paid &amp; unpaid) Losses: \$ \_\_\_\_\_ (FY or CY)

 Currently Self Insured, Certificate Number: \_\_\_\_\_

Name of Current Certificate Holder: \_\_\_\_\_

 Other (describe): \_\_\_\_\_

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**JOINT POWERS AUTHORITY**


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Will the applicant be a member of a workers' compensation Joint Powers Authority for the purpose of pooling workers' compensation liabilities?

 Yes     No    If yes, then complete the following:

 Effective date of JPA Membership: \_\_\_\_\_ JPA Certificate No.: 5557

Name and Title of JPA Executive Officer:

Mike Barr, Board Chair

Name of Joint Powers Authority Agency:

California Charter Schools Association Joint Powers Authority

Mailing Address of JPA:

250 E. First Street, Suite 1000

City:	State:	Zip + 4:
<u>Los Angeles</u>	<u>CA</u>	<u>90012-0101</u>

 Telephone Number: ( 213 ) 244-1446


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**PROPOSED CLAIMS ADMINISTRATOR**


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Who will be administering your agency's workers' compensation claims? (check one)

 JPA will administer, JPA Certificate No.: \_\_\_\_\_

 Third party agency will administer, TPA Certificate No.: 025
 Public entity will self administer     Insurance carrier will administer

Name of Individual Claims Administrator:

Gallagher Bassett - Aliso Viejo Branch

Name of Administrative Agency:

Gallagher Bassett

Mailing Address:

27061 Aliso Creek Road, #200

City:	State:	Zip + 4:
<u>Aliso Viejo</u>	<u>CA</u>	<u>92656-5326</u>

 Telephone Number: ( 949 ) 458-0181    FAX Number: ( 949 ) 588-8931

Number of claims reporting locations to be used to handle the agency's claims: 1

Will all agency claims be handled by the administrator listed on previous page?  Yes  No

**AGENCY EMPLOYMENT**

Current Number of Agency Employees: \_\_\_\_\_

Number of Public Safety Officers (law enforcement, police or fire): None

If a school district, number of certificated employees: \_\_\_\_\_

Will all agency employees be included in this self insurance program?  Yes  No

If no, explain who is not included and how workers' compensation coverage is to be provided to the excluded agency employees:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**INJURY AND ILLNESS PREVENTION PROGRAM**

Does the agency have a written Injury and Illness Prevention Program?  Yes  No

Individual responsible for agency Injury and Illness Prevention Program:

Name and Title:

\_\_\_\_\_  
Company or Agency Name:

\_\_\_\_\_  
Mailing Address:

\_\_\_\_\_  
City: State: Zip + 4:

\_\_\_\_\_  
Telephone Number: ( ) \_\_\_\_\_

**SUPPLEMENTAL COVERAGE**

Will your self insurance program be supplemented by any insurance or pooled coverage under a standard workers' compensation insurance policy?  Yes  No

If yes, then complete the following:

Name of Carrier or Excess Pool: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Effective Date of Coverage: \_\_\_\_\_

Will your self insurance program be supplemented by any insurance or pooled coverage under a specific excess workers' compensation insurance policy?  Yes  No

If yes, then complete the following:

Name of Carrier or Excess Pool: California Charter Schools Association Joint Powers Authority

Policy Number: RIC - 0403072-08

Effective Date of Coverage: \_\_\_\_\_

Retention Limits: TBD

Will your self insurance program be supplemented by any insurance or pooled coverage under an aggregate excess (stop loss) workers' compensation insurance policy?  Yes  No

If yes, then complete the following:

Name of Carrier or Excess Pool: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Effective Date of Coverage: \_\_\_\_\_

Retention Limits: \_\_\_\_\_

**RESOLUTION OF GOVERNING BOARD**

See Attached Resolution—Page 5

**CERTIFICATION**

The undersigned on behalf of the applicant hereby applies for a Certificate of Consent to Self Insure the payment of workers' compensation liabilities pursuant to Labor Code Section 3700. The above information is submitted for the purpose of procuring said Certificate from the Director of Industrial Relations, State of California. If the Certificate is issued, the applicant agrees to comply with applicable California statutes and regulations pertaining to the payment of compensation that may become due to the applicant's employees covered by the Certificate.

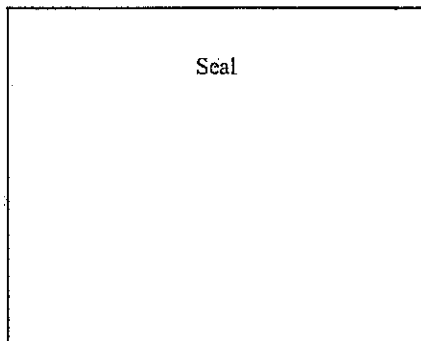
Signature of Authorized Official:

Date:

\_\_\_\_\_  
Typed Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Agency Name:



(Emboss seal above or Notarize signature)

RESOLUTION NO.: \_\_\_\_\_ DATED: \_\_\_\_\_

**A RESOLUTION AUTHORIZING APPLICATION  
TO THE DIRECTOR OF INDUSTRIAL RELATIONS, STATE OF CALIFORNIA  
FOR A CERTIFICATE OF CONSENT TO SELF INSURE  
WORKERS' COMPENSATION LIABILITIES**

At a meeting of the Board of \_\_\_\_\_  
(enter title)

of the \_\_\_\_\_  
(enter name of public agency, district)

a \_\_\_\_\_ organized and existing under the laws of the State of California,  
(enter type of agency)

held on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, the following resolution  
was adopted:

**RESOLVED**, that the \_\_\_\_\_  
(enter position titles)

**be and they are hereby severally authorized and empowered to make application to the Director of Industrial  
Relations, State of California, for a Certificate of Consent to Self Insure workers' compensation liabilities  
on behalf of the**

\_\_\_\_\_  
(enter name of district)

**and to execute any and all documents required for such application.**

I, \_\_\_\_\_, the undersigned \_\_\_\_\_  
(enter name) (enter title)

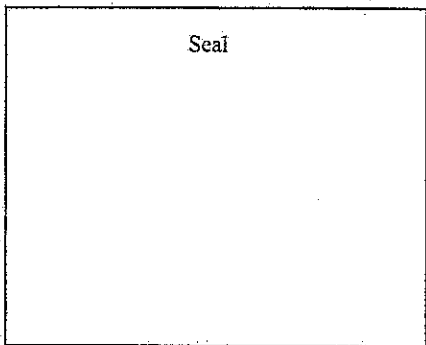
of the Board of the said \_\_\_\_\_,  
(enter name of agency)

a \_\_\_\_\_, hereby certify that I am the \_\_\_\_\_  
(enter type of agency) (enter title)

of said \_\_\_\_\_, that the foregoing is a full, true and correct copy of the  
(enter type of agency)

resolution duly passed by the Board at the meeting of said Board held on the day and at the place therein specified  
and that said resolution has never been revoked, rescinded, or set aside and is now in full force and effect.

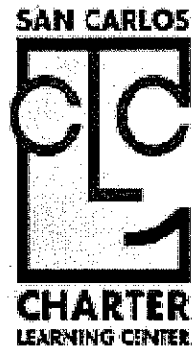
**IN WITNESS WHEREOF: I HAVE SIGNED MY NAME AND AFFIXED THE SEAL OF THIS**



\_\_\_\_\_  
(enter type of agency)

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
(Signature)



SAN CARLOS CHARTER LEARNING CENTER

750 DARTMOUTH AVE  
TIERRA LINDA CAMPUS

Charter Petition Renewal

**SUBMITTED August 2007**

**Revised March 2011**

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## INTRODUCTION

The San Carlos Charter Learning Center (SCCLC) opened its doors in September 1994 as a community experiment in providing a different educational opportunity to the children in San Carlos. This school became the research and development test site for such concepts as "parent educators", "hands on learning", "web/computer based learning", "a curriculum based on thematic units", "personal learning projects, for staff and students", "performance bonuses for staff retention", "foreign language as a core educational component", "maintenance of the performing arts in the schools", and most importantly "teaching time management and student responsibility for learning performance".

SCCLC students have repeatedly demonstrated the value of this educational approach through their success in district and state student assessment tests as well as their placement and performance in both private and public high schools. In addition, the SCCLC has received state recognition by becoming a Distinguished School in 1997 and national recognition that same year when President Clinton visited the SCCLC campus.

*"But if we want to preserve excellence and the socially unifying impact of public schools over the next generation, I'm telling you every school in the country has got to become like this one! The power needs to be with the parents, with the children, with the teachers, with the principals..."*  
President Bill Clinton, SCCLC, Sept. 20, 1997.

The SCCLC is proud of its past success. There is also a continued interest in furthering the school's role as a research and development site for educational innovation in the future. This Charter proposal reflects the thoughts, ideas and words of parents, staff and other stakeholders residing in the San Carlos School District.

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## CHARTER RENEWAL REQUEST

This school's 5 year renewal represents the belief that the SCCLC Charter has fulfilled its goal of providing a unique and additional opportunity to address the educational needs and desires of the children in San Carlos. In addition, SCCLC students have successfully fulfilled the performance requirements outlined in The Charter Schools Act of 1992 which states:

*It is the intent of the Legislature ...to provide opportunities for teachers, parents, pupils, and community members to establish and maintain schools that operate independently from the existing school district structure, as a method to accomplish all of the following:*

- (a) Improve pupil learning.*
- (b) Increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving.*
- (c) Encourage the use of different and innovative teaching methods.*
- (d) Create new professional opportunities for teachers, including the opportunity to be*

*responsible for the learning program at the school site.*

*(e) Provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system.*

*(f) Hold the schools established under this part accountable for meeting measurable pupil outcomes, and provide the schools with a method to change from rule-based to performance-based accountability systems.*

*(g) Provide vigorous competition within the public school system to stimulate continual improvements in all public schools.*

*-California Education Code Section 47601(a)-(g)*

As a method to achieve these goals, the SCCLC creates an opportunity for educators, parents, learners and community members to maintain a school that operates independently from the existing traditional public school district structure.

The SCCLC is an independent school with regard to finances and policies with choices to either accept current district policies and procedures or design/develop SCCLC specific policies and procedures in accordance with district legal counsel recommendations. This latter approach will allow the school to more accurately reflect the needs and desires of the community stakeholders.

The SCCLC would like to continue its current role as one of the district's research and development schools where testing educational innovations are strongly encouraged and supported. In addition, SCCLC representatives would like to further collaborate with other district schools to continually improve district administrative, educational and social interactions. The educator signatures from the founding charter proposal and previous charter renewal are on file in the San Carlos Elementary School District Office.

On behalf of the SCCLC community, the Governance Council formally requests that the San Carlos School District Board of Education renew this charter to operate the school for five years from July 1, 2007 until July 1, 2012. It is also understood that charter modifications can be initiated by the SCCLC Governance Council to present to the San Carlos School Board at any time during the 5 year term of this charter.

*Governance Council Signatures*

Dave Fecher

Bruce Knoth

Sonya Sigler

Mike Takamoto

Robin Pang

Marty Fuentes

**CHARTER REVISION REQUEST – MARCH, 2011**

On behalf of the SCCLC community, the Governance Council formally requests that the San Carlos School District Board of Education approve the revisions to this charter presented in March, 2011.

*Governance Council Signatures*

Matt Kowitt

Sonya Sigler

Danny Van Der Rijn Mike Vargo

Janae Novotny

Dave Fecher

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*“Learning how to learn” is the real purpose of education. Those who succeed in this goal become lifelong learners. -Charter Learning Center Vision Statement*

## **ELEMENT A: EDUCATIONAL PROGRAM**

*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.*

*-California Education Code Section 47605(b)(5)(A)*

The 21st Century needs literate workers with excellent problem solving skills. It is expected that 75% of new jobs will require additional education or training beyond a high school diploma. As this century unfolds, the nation will increasingly require a citizenry who have not only mastered the learning process, but also the skills to work cooperatively amongst their peers. Change will also be a core characteristic of the 21st Century. During this century, citizens will change jobs an average of eight times during their working lives. As knowledge continues to expand, skills involving information acquisition, management, technology and communication will become key tools for success.

The SCCLC’s mission, therefore, is to be a collaborative public K-8 school community that educates, nurtures, and inspires learners to be independent thinkers as well as socially and personally responsible citizens through academic excellence guided by research, innovation, and continuous review. This mission seeks to develop an educational citizenry for the 21<sup>st</sup> Century. Such a citizenry would be characterized by the following academic and personal habits.

The Academic Habits of:

- being curious
- striving to become self-motivated, competent, life-long learners
- communicating clearly through oral and written dialogue
- thinking creatively
- thinking logically and making informed judgments
- using technology as a tool
- adapting to new situations and responding to new information
- solving problems
- finding, selecting, evaluating, organizing and using information from various sources
- making easy and flexible connections among various disciplines of thought
- evaluating the reliability of information from video, audio and printed sources including advertising and the media

The Personal Habits and attitudes of:

- accepting responsibility for personal decisions and actions
- academic honesty and the ability to face challenges with courage and integrity

- a healthy lifestyle
- empathy and courtesy for others and respect for difference among people and cultures
- self-confidence and a willingness to take risks in order to learn
- concentration and perseverance
- seeking a fair share of the work load -managing time in a responsible manner
- working cooperatively with others which includes the ability to listen, share opinions, negotiate, compromise and help a group reach consensus

The SCCLC is an alternative public school educational opportunity that offers learners the promise of a quality primary education leading to a successful high school experience and the subsequent options of fulfilling employment and/or admission to an institution of higher education. This promise is made with the understanding that education is a shared responsibility of the public schools, the parents, the community and the individual learners. The SCCLC values the commendable energy, dedication and success of all schools and recognizes that a charter school offers a unique opportunity to achieve its promise through unconventional means not currently available in all public school settings.

At the core of the SCCLC's educational program is a philosophy, a mission and a set of goals with outcomes and standards. The philosophy of this charter is grounded in the belief that learning opportunities and accomplishments can best take place when schooling is viewed as one aspect of education.

The philosophy also includes the concept of "flexibility of time". This allows for small group enrichment sessions, grand conversations and investigations with educators and learners in the following scenarios:

- when the entire community serves as a campus and the school acts as a headquarters
- when learning is viewed as a 365-day "dawn to dusk" experience
- when an educational alliance is formed with a seamless web of educators, parents, businesses, community services and local stakeholders, all dedicated to the learners.

*Research and development activities abound as students help design, create and field test new learning tools and methods in partnership with business, industry and institutes of higher education. In keeping with its principle of flexibility, whereby the Charter Learning Center strives to be self-examining, learners are tapped to provide a critical, internal analysis of the Charter. -Charter Learning Center Vision Statement*

### **How learning best occurs**

To develop these habits and attitudes requires a climate that is conducive for learning. The Charter believes that learning occurs when...

- learners construct meaning

- learners see connections between what they learn and the real world
- learners are actively engaged in purposeful tasks
- activities are integrated and meaningful
- learners work individually and as members of a group. Learners work side-by-side with community members to develop solutions and opinions to issues that can be presented to local policy makers
- learners are expected and encouraged to learn
- learners internalize that what they learn and do in school makes a positive change in the community
- learners are supported with coaches, mentors and advocates
- all learners have advanced learning opportunities
- all essential curriculum are described with outcomes and standards, and are assessed through formative and summative performance activities

### **The School's Program Design Elements**

***Multi-age instruction:*** Research supports the use of multi-age classrooms as a way to improve student performance. It provides the flexibility to allow learners to learn at their own pace.

***Small class size:*** The SCCLC maintains small class size in the lower grades (K3) as a way to ensure the learners get more individual attention. Research has shown this has a positive impact on educational outcomes.

***Small school to develop sense of community:*** According to the results from the National Longitudinal Study of Adolescent Health, students who attend small schools tend to feel better connected to their educators and one another and are less likely to engage in risky behavior such as drug use, violence or early sexual activity.

***Parent/Family Participation:*** The SCCLC community believes that our students' education is strengthened by a partnership of families, educators and administrators. This value that is placed on education by the entire community strengthens the learner's motivation to excel. The active participation of parents in the classroom allows for more individual attention and educational support. As a result of these beliefs, all SCCLC families are strongly encouraged to participate in volunteer activities for the school. Their participation is a crucial component for the success of the school.

### Opportunities for parent involvement

- Learner assessment – parents, learners, and educators meet at least once per year (usually two months into the school year) to discuss an assessment of the learner's progress and plan for ways to enhance his/her learning experience throughout the academic year.
- Exhibition panels – parents are encouraged to volunteer to assess student work or assist educators and learners in the creation of the learner exhibitions.
- School functions – parents are encouraged to take a leadership role in school activities such as talent shows, the all school play, and parade exhibits.

- School/Staff evaluation – parents/guardians are asked to complete a survey each year evaluating the effectiveness of the educators, administrators, and the schools educational program in general.
- Volunteer opportunities – a variety of volunteer opportunities are available at the school. The resource choreographer assists them in finding positive ways to fulfill their mandatory hours and enhance the educational process at the school. Examples of volunteer opportunities include assisting in the classrooms, organizing or driving learners on field trips off campus, serving on parent committees, leading enrichment sessions, leading extra-curricular activities and assisting in Educare.

### **Pedagogical Strategies**

The SCCLC curriculum is based on the theory that individuals learn best when they learn from their own personal experience. This is best described as the Constructivist Approach to learning. In addition, there is a belief that each individual's approach to learning can be described by the concept of Multiple Intelligences, i.e. (linguistic, mathematical, intrapersonal, interpersonal, bodily-kinesthetic, spatial, naturalistic and musical). This suggests that individuals learn more easily when they have the opportunity to use the "Intelligence(s)" or learning approach(es) they prefer. Pedagogical strategies that are used at the school include: project based learning, integrated thematic curriculum units, authentic experience, inquiry-based instruction, integrated arts, personalized learning projects, enrichment sessions, and community service.

***Project based learning:*** Each thematic unit at the SCCLC ends with a final project created by either an individual or learner group. These projects are designed to provide the opportunity to apply learning to complex problems as well as to develop products that utilize written and oral expression, technology, the arts, math, language arts, social science and science. It requires the learners to learn how to undertake extended research, analyze the information and synthesize the information into a presentation. It provides the learners an opportunity for self directed in-depth learning and allows them the experience of being an educator through their presentations. Finally, it provides an opportunity for the learners to practice time management in accomplishing the multiple facets of the task. These skills are needed for success both in high school, college, and the world beyond. An example of a final product for the Structure Unit was the construction of a new "Bay Bridge". The learners presented their ideas in both a written and oral report. In addition, they built a model of their innovative bridge and presented it to the community during a learner exhibition.

***Integrated Thematic curriculum units:*** To facilitate learning across subject areas, educators in core subject areas collaborate to integrate classes around the unifying thematic unit when designing classes.

***Integrated arts:*** Visual and performing arts are woven throughout the curriculum as a way to illuminate knowledge in the core subjects. Learners are provided a similar opportunity to incorporate the arts into their final projects. Educare provides an additional opportunity for the integration of the arts with a variety of visual and performing arts activities again supporting the current thematic unit.

***Authentic Experience:*** As the learners mature, the school provides them with “real world” opportunities to gain authentic experiences. One excellent example of this is the learner’s participation in the school’s mandatory community service program described below.

***Inquiry-based instruction:*** Some learners learn best when they are posed a series of questions. They then must work alone, in groups, or with an educator in working through the questions to find the answer. This process allows the student to approach the question using his/her preferred “intelligence(s)”. This approach also supports the school’s philosophy of not “teaching towards tests”. The SCCLC would rather educate learners so they have the skills and knowledge base to solve their own problems when they become adults. Inquiry based education not only happens daily in the classroom, but it is also demonstrated in annual school events such as the “Science/Invention Fair”.

***Community Service:*** Community service is a vital and distinctive element of the Charter curriculum. The community service requirement is designed to instill a sense of individual responsibility, social responsibility and civic responsibility. It enables learners to use newly found knowledge to solve community problems. The learners and SCCLC staff based on current community needs and interaction with community and government leaders determine specifics of the program.

***Personalized Learning Projects:*** While the SCCLC is a public school with limited resources, focus is nonetheless placed on providing opportunities for learners to individualize their education. Each year, every learner is asked to create, with cooperation from his or her parents and educators, a Personalized Learning Project (PLP). The PLP is a project that extends the education of the learner in a way that is most meaningful because it is his/her choice.

***Enrichment:*** All students are given the opportunity to choose non-core curriculum courses called enrichment sessions. Enrichment sessions are taught by family and community volunteers. Enrichment topics include but are not limited to sewing, auto mechanics, community service, biking, cooking, electronics, robotics, computer graphics, science and visual and performing arts. These opportunities allow learners to expand the breadth of their education and perhaps identify a new passion to pursue.

## **Curriculum**

The curriculum of the SCCLC is comprised of a variety of learning areas including language arts, science, environmental studies, social studies, mathematics, visual and performing arts, foreign language, health/physical education, and technology.

***Language Arts:*** The language arts goals are to develop learners who are effective communicators, who love literature, and who are lifelong readers and writers. Comprehension skills, vocabulary and grammar are integrated within a literature program. Writing includes a personal journal and creative and expository writing. Communication areas of focus include speaking, writing and presentation skills using modern technological tools.

***Mathematics:*** The mathematics curriculum at SCCLC strives to develop learners who are able to use their math skills effectively and efficiently in real life settings. SCCLC’s math



curriculum is driven by essential learnings that have been distilled from California state board of education mathematics framework standards and the National Council of Teachers of Mathematics standards.

**Science:** The SCCLC science curriculum emphasizes hands-on experimentation and functional knowledge of scientific phenomena. While the specific disciplines are the same as presented in the California State Board of Education Science framework, the school curriculum differs in several areas. This approach involves experimentation, field trips and visits from guest scientists and local experts. Major concepts are re-emphasized as appropriate and relevant to the interrelationship of disciplines.

**Social Studies:** This curriculum develops learners who understand that history and social science are about real people, in real places, solving problems relevant to the learners' own lives. Students understand the interrelationships between the peoples of the world and study the past as a background and prelude to the present.

**Visual and Performing Arts:** The goal here is that the learners embrace the values of arts appreciation including self and group expression in the visual arts, music, theater and dance. The curriculum strives to instill confidence in the learner's artistic self-expression and the appreciation of the artistry of others. Attempts are made to ensure that each learner will be given the opportunity to participate in music, dance or movement activities, visual art techniques, and art forms as a primary means of expression.

**Foreign Language:** Study of a foreign language is an integral and distinguishing aspect of the SCCLC curriculum. An expected outcome is that learners will communicate and interact effectively in at least one language in addition to their native language. The school uses local linguistic and cultural diversity to further the learners' development.

**Health and PE:** One of the SCCLC's stated outcomes is 21st century citizens with a healthy lifestyle. The Charter Learning Center provides an atmosphere that encourages all learners to enjoy physical activity and to incorporate it into their everyday lives. This program emphasizes "lifetime" or "individual" activities as well as "cooperative" sports to perpetuate the concept of lifelong activity.

**Technology:** The SCCLC's technology program includes learning tools such as computers, interactive video equipment, audio-visual aids, scientific equipment and networks linked to local and nationwide resources. These tools help students guide their own education. They support a child's natural way of learning both through individual and group discovery as well as seeking solutions to real life challenges.

**Social Emotional Learning (SEL):** The SEL program at SCCLC is developed with the goal of teaching to the whole child. The development of the whole child is accomplished by integrating social and emotional concepts into each of the curricular areas at the SCCLC. Social Emotional Learning is regarded as a community responsibility, owned by educators, learners, parents and other community members at large.

## **Responsibility**

Responsibility is a fundamental focus at the entire community at the SCCLC. Areas of responsibility that receive attention include personal responsibility, personal mastery, personal integrity and self esteem. Below are beliefs surrounding responsibility as shared by the community as a whole.

***Personal Responsibility:*** As Charter Community members we accept responsibility for ourselves as individuals, for how we act, express ourselves, and react. We are accountable for the consequences of those actions, expressions and reactions.

***Personal Mastery:*** We strive for personal mastery, which we define as the process of continual improvement. We continually seek to surpass our previous personal best.

***Personal Integrity:*** As individuals we seek to understand ourselves, be clear about what we believe and live those beliefs. Our words, and most importantly, our actions are congruent with our beliefs. Children will do as we do, not as we say.

***Self-Esteem:*** Our self-image and vision of our future have a major impact on how we function throughout life. We seek to acknowledge individual achievements, validate personal goals, recognize each member's uniqueness and encourage interpersonal and intrapersonal skill acquisition in order to foster development of self-esteem.

## **Time Management**

Success in extended projects, in college, and in a career is easier if one has the skill set of time management. This skill set assists the individual in planning so that projects can reach completion within the allotted time. The SCCLC staff starts in the earlier grades to show learners how manage their time by giving out homework at the beginning of the week. While the assignment includes a suggested plan of completion, the learner is encouraged to draft his/her own plan for completion as desired. This personal ownership combined with continued practice facilitates the learner's time management proficiency.

## **Special Education**

The state has addressed special education funding in charter schools by directing that charter schools receive a proportionate share of state and federal categorical funds.

SCCLC has the right to become an independent Local Education Agency (LEA) for purposes of special education and join any SELPA. The District agrees to recognize SCCLC as an LEA once SCCLC joins any SELPA.

## **Population to be Served by the School**

As a charter school in the San Carlos School District, the SCCLC serves the student population in the San Carlos and surrounding communities and strives to represent the demographics of these communities. The SCCLC shall enroll up to 324 learners in grades K-8.

*The Charter's Personalized Learning Project: Working together, student, parent and educator seek to identify, for each learner, areas of greatest strength and weakness and to define individual learning styles. A plan is developed which allows for the presentation of new material and concepts in a way most likely to reach the learner. The plan encourages the learner to capitalize on strengths and shore up areas of weaknesses. Individual learning goals are set and are linked to personal interests and needs. -Charter Learning Center Vision Statement*

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## **ELEMENT B: MEASURABLE PUPIL OUTCOMES**

*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.*

*-California Education Code Section 47605(b)(5)(B)*

The SCCLC will provide an environment where all learners can possess the academic and personal habits and attitudes desired of an educated citizen in the 21<sup>st</sup> Century. These include:

- the ability to communicate clearly -orally, in writing and with graphics
- the ability to use oral and written language to get things done, to take charge of one's life, to express opinions, to function as a productive citizen and to entertain and enjoy oneself and others
- the ability to communicate and understand others in more than one language
- the ability to use technology-based methods of acquiring and communicating information
- the ability to express ideas and emotions through participation in at least one of the visual and performance arts.
- the ability to use knowledge and skills, think logically and solve problems related to mathematics
- the ability to acquire the sufficient knowledge, skills and strategies of science to be intelligent consumers and responsible users of scientific information
- the notion of participation in a comprehensive program of community service that reflects responsible citizens in a democratic society and an interdependent world. The service professions of the City of San Carlos can play a key role in developing health, safety and personal development.
- the ability to understand and apply the knowledge, concepts, principles and themes embedded in each of the social studies such as history, geography, political sciences, economics and philosophy.

*Bridges to Learning -A sustained love of discovery is the foundation of lifelong learning. The creativity and enthusiasm for discovery that is natural in young children is nurtured and expanded throughout the Charter educational experience. Real learning takes place when active participants make personal connections to the skills and knowledge available to them. -Charter Learning Center Vision Statement*

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## **ELEMENT C: METHODS TO ASSESS PUPIL PROGRESS TOWARDS MEETING OUTCOMES**

*The method by which pupil progress in meeting those pupil outcomes is to be measured.*

*-California Education Code Section 47605(b)(5)(C)*

The Charter Learning Center will use the following measures to assess pupil educational progress.

1. The school population will use the statewide performance standards developed by the California Department of Education. These standards include the subject fields of Language Arts, Mathematics, Science, Social Studies and Physical Education. Participation of children with disabilities in state and district-wide assessments will be undertaken using the guidelines for the provision of auxiliary or supplemental aids and services and for determining the need for alternative assessments.
2. Classroom educators report on learners' progress through the use of written progress reports that reflect academic and social development of the students using both numerical and narrative format. In addition, parent-educator conferences provide additional opportunity to reflect on the students' needs.
3. All learners will be assessed using locally developed standards for content areas at each grade level and/or according to individual I.E.P.s. These assessments may be part of the learner's portfolio, performances, ROPES (Rite of Passage Experiences), exhibitions and tests that are directly related to locally developed rubrics of the district and the SCCLC.
4. Yearly performance reports will be provided to the district upon written request.

*The purpose of any school should be to help prepare the learner for later life. An explicit goal of the Charter is to prepare learners to be functional citizens of the 21<sup>st</sup> century. Such preparation is more than the assimilation of facts. Proficiency in a discipline means that the learner becomes a capable practitioner and has a sufficient foundation to pursue advanced study. The charter emphasizes both the acquisition and application of knowledge. The curriculum defines the knowledge, skills, and achievement levels commensurate with proficiency. -Charter Learning Center Vision Statement*

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## **ELEMENT D: GOVERNANCE STRUCTURE OF SCHOOL**

*The governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parental involvement.*

*-California Education Code Section 47605(b)(5)(D)*

The SCCLC shall be operated as San Carlos Charter Learning Center, a California nonprofit public benefit corporation (the Corporation).

The SCCLC encourages all groups to participate and share in the responsibility for the educational process and share in the results. In order to achieve this end, the school actively encourages parents and community members to work closely with the Governance Council (GC) and other school committees to achieve the school's common goals. The GC for its part will proactively seek community, parent, staff, and administration feedback and involvement before exercising its role as a decision making body for the school.

The Governance Council is responsible for the following operations of the school:

- Charter implementation and renewal
- Selection of staff
- Budget development and approval
- School calendar
- School policies and procedures

A Governance Council (GC), which shall be the Board of Directors of the Corporation, shall govern the SCCLC as an independent, directly funded charter. This includes a minimum of 7 voting members. These members will be represented by:

Four (4) family members (parents/guardians) of SCCLC learners.

One (1) SCCLC educator representative

One (1) member from the community, not a SCCLC parent/guardian

One (1) member of the business community, not a SCCLC parent/guardian

One (1) representative appointed by the San Carlos School District school board

The SCCLC family member representatives will be selected by the parents/guardians of current SCCLC learners. The educators of the SCCLC will select the educator representative. The San Carlos School District representative will be appointed by the San Carlos School District Board of Education. With SCCLC community input, these members of the Governance Council will recruit and select the representatives for the business and community seats

Governance Council terms are for two years with unlimited opportunity for reselection. The Governance Council is the responsible agent for the accountability requirements established by the Charter document.

*Bridges between Individuals -CLC members recognize that they are living in a cross-cultural and multi-religious global society. Appreciation of and respect for group and individual differences and similarities is encouraged. Learners develop their own social insights by examining the impact that racial religious and ethnic divisions have had on local and international communities. They understand the effect individuals can have in our increasingly interdependent world. -Charter Learning Center Vision Statement*

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## **ELEMENT E: EMPLOYEE QUALIFICATIONS**

*The qualifications to be met by individuals to be employed by the school.*

*-California Education Code Section 47605(b)(5)(E)*

The SCCLC will recruit professional, effective, and qualified personnel who believe in the educational philosophy outlined in our vision document for all administrative, instructional, instructional support, and non-instructional support capacities without regard to ethnicity, national origin, gender, disability or sexual orientation. All core subject educators must hold an appropriate California teaching credential. Non-core educators are not required to hold a teaching credential but must have subject matter expertise, professional experience, and the demonstrated ability to engage learner's participation in the educational process as determined by the Governance Council and hiring team members.

All employees must possess the personal characteristics, knowledge base and successful experiences in the responsibilities and qualifications identified in the posted job description as determined by the Governance Council and hiring team members. The SCCLC requires background checks on employee candidates to provide for the health and safety of the School's faculty, staff, and students.

### **Director Qualifications**

The Director of the San Carlos Charter Learning Center is responsible for the leadership and direction of SCCLC. As such, the Director implements all Governance Council decisions and manages the SCCLC in accordance with law and the charter, which includes the mission and vision of the school. The Director has responsibilities related to learners and the instructional program, personnel, non-instructional operations, the San Carlos School District and the community. The Director will possess the following qualifications:

#### *Community*

- Superb communication and community-building skills

#### *Curriculum*

- Strong knowledge of curriculum direction
- A record of success in developing teachers
- Entrepreneurial passion

#### *Education*

- Masters or Ph.D. in education is highly desirable
- 5 plus years teaching and administrative experience
- Experience in performance assessment

### **Curriculum and Resource Coordinator Qualifications**

The Curriculum and Resource Coordinator has responsibilities related to identification, recruitment and management of resources (alternative funding and volunteers), both within and outside of the learning community. The CRC is also responsible for insuring that curriculum is innovative and dynamic, internally consistent K through 8 and communicated to stakeholders. The CRC will possess the following qualifications:

*Community*

- Superb communication and community-building skills
- Record of success in building programs

*Curriculum*

- Deep knowledge of curriculum development
- Entrepreneurial passion
- Ability to work with educators in the coordination of parents in the classroom to support the curriculum thematic units

*Education*

- College degree

**Educator Qualifications**

Criteria for the selection of teachers are adapted from the five standards used for certification from the National Board for Professional Teaching Standards. Each stage in the hiring process allows the hiring committee to evaluate the candidate on several of these standards:

*Education*

- College degree in subject area and teaching credential as required by state education code.

*Community*

- Commitment to students and learning
- Community-oriented (defined in the SCCLC as: a willingness to work with both other SCCLC staff in a team teaching approach as well as willing to work with parents and other community members in the classroom.)

*Curriculum*

- Knowledgeable about their subject material
- Skilled in management of learning
- Reflective in the educational practice

**Educare Program Coordinator Qualifications**

The school's Educare Program Coordinator (EPC) will be the leader of the before and after school enrichment program at SCCLC. The EPC will be responsible for working with educators and parents to develop a program that supports the thematic units being taught in school with fun activities. The EPC will possess the following qualifications:

*Community*

- Superb communication and community-building skills

- Love of children

#### *Curriculum*

- Exposure to curriculum development
- Entrepreneurial passion
- Ability to work with the educators in the development of after school programs that support the curriculum thematic units

#### *Education*

- College degree
- Experience in staff management

### **Educare Staff Qualifications**

Educare staff work with the learners in implementing the Educare educational program. The staff will possess the following qualifications:

#### Superb communication skills

- Experience and passion working with children
- Ability to manage large groups of children of diverse ages, abilities, and temperaments
- A depth of personal hobbies that are applicable to hands-on activities
- A strong sense of community

### **Office Staff Qualifications**

The SCCLC's office staff will be responsible for overall office activities, will report to the Director and will work with the CRC, learners, parents and community. The Office staff will have the following qualifications:

- Strong organization, time management and multi-tasking skills
- Strong interpersonal and communication skills
- Ability to work independently as well as with a team
- Proficiency in computer based office applications
- A.A. degree or equivalent work experience

*Staff at the Learning Center includes credentialed, non-credentialed and community educators and support personnel. Their role is to directly provide for the means and the atmosphere that enable students to learn. Their relationship to one another is non-hierarchical in the sense that every staff person (with learners) shares in the responsibility for the educational process. The governing procedure is flexible, maximizing opportunities for consensus decision-making, and assuring that those most responsible for specific aspects have the authority and resources needed to carry out their mandates. -Charter Learning Center Vision Statement*

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## **ELEMENT F: HEALTH AND SAFETY PROCEDURES**

*The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the school furnish the school with a criminal record summary as described in Section 44237.*

*-California Education Code Section 47605(b)(5)(F)*

The Charter Learning Center will comply with the provisions of Education Code 44237 Private School Instruction Employee: Fingerprints and Criminal Records Summary Requirements: Definitions. All prospective employees must abide by all applicable laws and agree to abide by the policies of the school, including the submission of fingerprints and the approval for the SCCLC or its designee to perform background checks, pre-employment physicals, and TB screening. The fingerprints will be sent to the Department of Justice for the purpose of obtaining a criminal record summary. This requirement is a condition of employment.

All new students will be required to show proof of necessary immunization as a condition of SCCLC admittance to the same extent as would apply if pupils attended non-charter public schools. The SCCLC will provide health screening of students to the same extent as would be required if students attended a non-charter public school. Records of staff and student immunizations will be maintained.

*Balance -In all its activities, the Charter Community seeks to achieve a fair balance between meeting the needs of the individual and the well being of the group, between the quality of the outcome and of the process that creates that outcome, between the need for satisfying work and rejuvenating play. -Charter Learning Center Vision Statement*

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## **ELEMENT G: MEANS TO ACHIEVE RACIAL/ETHNIC BALANCE OF DISTRICT**

*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.*

*-California Education Code Section 47605(b)(5)(G)*

Through recruitment and admission practices, the racial and ethnic balance of the SCCLC will reflect the general population of our community.

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## **ELEMENT H: ADMISSION REQUIREMENTS**

*Admission requirements, if applicable.*

*-California Education Code Section 47605(b)(5)(H)*

The SCCLC identifies the following admission requirements and parameters:

- Learners will be considered for admission without regard to ethnicity, national origin, gender, disability, sexual orientation or achievement level.
  - In support of our vision that education is enhanced by family participation, preference for admission will be given to siblings of currently enrolled learners, children of SCCLC educators and staff/administration.
  - In support of our vision of creating a community, preference for admission will be given to applicants residing within the attendance area of the San Carlos School District. If applications exceed available positions, a lottery will be held. Based on the lottery, a wait list will be kept at the SCCLC. As openings become available, preference will be given to those on the wait list.
  - Family Agreements for parents/guardians of all learners will require involvement and support. Prior to admission, all parents/guardians will be required to sign an agreement indicating they understand the SCCLC outcomes, philosophy and program and agree to complete the volunteer requirements. It is recognized that parents do not have to volunteer during the school day; however, all parents may be required to attend specific classes or events that can enhance their children's home learning environment. Parents may also be expected to participate with their children in certain school events scheduled during weekend hours.
  - Admission tests will not be required.
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#### **ELEMENT I: FINANCIAL AUDIT**

*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.*

*-California Education Code Section 47605(b)(5)(I)*

An annual fiscal audit, required under the Charter Schools Act, will be conducted by an auditor with experience in education finance and will use generally accepted accounting principles. This auditor will be jointly selected by the SCCLC GC and San Carlos School District. The SCCLC GC and the San Carlos School District will resolve audit exceptions and deficiencies in a timely fashion.

SCCLC will receive funding pursuant to Education Code Section 47613.5 and its successors and will opt to receive its funding directly from the state. Any funds due to the school that flow through San Carlos School District shall be forwarded to SCCLC in a timely fashion. SCCLC and San Carlos School District will negotiate in good faith on an annual basis to develop a Memorandum of Understanding that establishes the specific financial and service relationship between the two parties.

The SCCLC will be responsible for its own financial operations. This can be accomplished by either contracting for services within the district or obtaining independent services. A MOU

that covers the services and rates of the services will outline the purchase of District services. The Charter Learning Center will present an annual budget for Board review.

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**ELEMENT J: PUPIL SUSPENSION AND EXPULSION**

*The procedures by which pupils can be suspended or expelled.*

*-California Education Code Section 47605(b)(5)(J)*

The procedures for suspension and expulsion of Charter Learning Center learners will be identical to the procedures identified in the California Education Code and will be implemented following San Carlos School District procedures. The SCCLC will also establish a staff review panel in conjunction with District representatives to evaluate situations that require interpretation of Education Code 48900, et seq.

*Shared Responsibility -The Charter Community is a collaboration whose members share goals, responsibilities and leadership. We seek our fair share of the workload, and view ourselves as accountable for the outcomes produced by the Charter. We acknowledge a global responsibility that is an extension of our personal responsibility. While each of us is responsible for our own actions and accountable for their consequences, we share a responsibility for the well being of our group, our community, our country and our planet. Charter Learning Center Vision Statement*

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**ELEMENT K: RETIREMENT SYSTEM**

*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.*

*-California Education Code Section 47605(b)(5)(K)*

All employees of the SCCLC who qualify for membership in STRS or PERS shall be covered under the appropriate system. Employees will contribute at the rate established by the STRS or PERS. All employees who are not members of STRS must make contribution to the social security system.

The SCCLC will make all employer contributions as required by STRS, PERS, and federal social security. The SCCLC will also make contributions for workers compensation insurance, unemployment insurance, and any other payroll obligations of an employer.

*In the Charter Learning Center "every teacher is a learner, every learner is a teacher, every parent is both and everyone is a winner." This belief helps define the participants' roles and the relationships members have to one another. -Charter Learning Center Vision Statement*

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**ELEMENT L: ATTENDANCE ALTERNATIVES**

*The public school attendance alternatives for pupils residing within the school district that choose not to attend charter schools.*

*-California Education Code Section 47605(b)(5)(L)*

All students in the San Carlos School District attendance area who do not wish to attend the SCCLC will be able to attend their school of residence or request an intra-district transfer to another school in the district. Intra-district transfer requests will be processed in the manner described in San Carlos School District Policy and Procedure.

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**ELEMENT M: DESCRIPTION OF EMPLOYEE RIGHTS**

*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.*

*-California Education Code Section 47605(b)(5)(M)*

Any current San Carlos School District employee who becomes an employee of the Charter Learning Center shall retain rights to return to the San Carlos School District as per the Articles addressing Leaves of Absence in the Master Agreements with SCTA and the San Carlos CSEA in effect at the time the employee is on leave to the Charter School. Seniority and university credit earned will be accrued to the employee while employed by the Charter Learning Center as if they were an employee of the San Carlos School District.

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**ELEMENT N: DISPUTE RESOLUTION PROCEDURES**

*The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter.*

*-California Education Code Section 47605(b)(5)(N)*

The CLC is committed to working with the San Carlos School District in a spirit of cooperation. Matters unable to be resolved by the SCSD Superintendent or designee and the CLC will be referred to a mutually agreed upon legally licensed mediator at standard cost. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties.

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## **ELEMENT O: EXCLUSIVE PUBLIC SCHOOL EMPLOYER DECLARATION**

*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 of Title 1 of the Government Code.*

*-California Education Code Section 47605(b)(5)(O)*

For the purposes of the Educational Employment Relations Act, the SCCLC is deemed the exclusive public school employer of the employees of the charter school.

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## **ELEMENT P: ADDITIONS, DELETIONS AND MODIFICATIONS OF THE CHARTER**

Any material revisions of the Charter must be approved by the San Carlos School District Board of Education. Any element of the Charter that, through legislation or legal ruling, is deemed to be outside the intent of Senate Bill 1448 should be removed from the Charter. Should this situation arise, it would not result in the loss of the Charter.

*Flexibility -For the CLC to remain responsive to its members and the community, it must be flexible. We view our values as constant, but we recognize our situation is continuously evolving. We strive to be both self-examining and self-changing while continuing to hold fast to the values set forth. -Charter Learning Center Vision Statement*

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## **ELEMENT Q: OTHER CHARTER ELEMENTS**

**Space:** The primary learning space for the SCCLC will be the existing San Carlos School District facilities at the Tierra Linda Campus. Details of the space provisions shall be described in a separate MOU or Facilities agreement. The SCCLC envisions the community as the classroom for the Charter School. To the extent that the community serves as learning space, the SCCLC will demonstrate the same level of responsibility for the health and safety of its learners as it would for learners being taken on a field trip.

**Reporting:** The CLC will provide to the San Carlos School District a written annual accountability and student performance report. The format for this report will be mutually agreed upon between the two parties. This information will be provided to the district for the purpose of sharing this information with the SCSB, the community, and the general public. In addition, the CLC Governance Council, or its representative, will make annual reports to the San Carlos School District Board of Education in response to a written request. These will take place at Regular Meetings of the board. The agenda topics will be developed by the Superintendent of the San Carlos School District and the Governance Council and shall include an annual report of the measures for success outlined in the Charter.

***Interpreting the Charter:*** All terms of this charter that can be interpreted as within the intent of the California Education Code shall be interpreted in such a manner.

***Terms of the Charter:*** The terms of this charter contract are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the charter shall remain in effect unless mutually agreed otherwise by the SCCLC and the San Carlos School District. The San Carlos School District and the SCCLC agree to meet to discuss and resolve any issues or differences relating to invalidated provisions in a timely, good faith fashion.

### **Revoking the Charter**

*Prior to revocation, the authority that granted the charter shall notify the charter public school of any violation of this section and give the school a reasonable opportunity to cure the violation, unless the authority determines, in writing, that the violation constitutes a severe and imminent threat to the health or safety of the pupils.*

*A charter may be revoked by the authority that granted the charter under this chapter if the authority finds that the charter school did any of the following: (1) committed a material violation of any of the conditions, standards, or procedures set forth in the charter (2) failed to meet or pursue any of the pupil outcomes identified in the charter (3) failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement (4) violated any provision of law*

*-California Education Code Section 47607(c)(1)-(4) and 47607(d)*

A charter may be revoked by the authority that granted the charter under this chapter if the authority finds that the charter school did any of the following: (1) committed a material violation of any of the conditions, standards, or procedures set forth in the charter (2) failed to meet or pursue any of the pupil outcomes identified in the charter (3) failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement (4) violated any provision of law. The San Carlos School District and SCCLC agree to act in good faith to notify the SCCLC in writing of any violation that may result in the revocation of the charter and, if the violation does not constitute a severe and imminent threat to the health or safety of the learners, to provide a reasonable opportunity to cure such a violation. In such a situation, the San Carlos School District and the SCCLC shall follow the laws and procedures in the California Education Code.

*The gifts the Charter legislation granted and our community accepted are freedom and opportunity -freedom from the California code of education and opportunity to create a school under local control and designed to meet local needs. It is an opportunity to quickly and straightforwardly implement what the local citizens believe to be the best ideas, both new and old, about how to educate children. -Charter Learning Center Vision Statement*

*The Charter considers the community to be its classroom. When learning takes place in the world*

*beyond the classroom, the learners understand their connection to that world and their responsibilities as productive citizens. We share a commitment to develop in all learners a sense of responsibility towards the health of our planet and our cities. Learners will realize they can influence and improve the quality of their total environment. -Charter Learning Center Vision Statement*

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## **ELEMENT R: CLOSURE PROTOCOL**

*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 school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records. (Education Code Section 47605(b)(5)(P))*

Closure of SCCLC will be documented by official action of the Governance Council. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities.

The Governance Council will promptly notify parents and students of SCCLC, the District, the San Mateo County Office of Education, SCCLC's SELPA, the retirement systems in which SCCLC's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils' school districts of residence; and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

The Governance Council will ensure that the notification to the parents and students of SCCLC of the closure provides information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the Governance Council's decision to close SCCLC.

The Governance Council will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which they will provide to the entity responsible for closure-related activities.

As applicable, SCCLC will provide parents, students and the District with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g. SCCLC will ask the District to store original records of SCCLC students. All records of the Charter School shall be transferred to the District upon Charter School closure. If the District will not or cannot store the records, SCCLC shall work with the County Office of Education to determine a suitable alternative location for storage.

All state assessment results, special education records, and personnel records will be transferred

to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as reasonably practical, SCCLC will prepare final financial records. SCCLC will also have an independent audit completed within six months after closure. SCCLC will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by SCCLC and will be provided to the District promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to SCCLC.

SCCLC will complete and file any annual reports required pursuant to Education Code section 47604.33.

On closure of SCCLC, all assets of SCCLC, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending SCCLC, remain the sole property of SCCLC and upon the dissolution of the nonprofit public benefit corporation shall be distributed in accordance with the Articles of Incorporation. Any assets acquired from the District or District property will be promptly returned upon Charter School closure to the District. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, SCCLC shall remain solely responsible for all liabilities arising from the operation of SCCLC.

As SCCLC is operated as a nonprofit public benefit corporation, should the corporation dissolve with the closure of SCCLC, the Governance Council will follow the procedures set forth in the California Corporations Code for the dissolution of a nonprofit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

SCCLC will utilize its budget reserve fund to undertake any expenses associated with the closure procedures identified above.



**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE SAN CARLOS SCHOOL DISTRICT AND  
THE SAN CARLOS CHARTER LEARNING CENTER**

**THIS MEMORANDUM OF UNDERSTANDING ("MOU")** is entered by and between the Board of Trustees ("Board") of the San Carlos School District ("District") and the San Carlos Charter Learning Center ("SCCLC"), together the "Parties."

**RECITALS**

- A. The District is a school district existing under the laws of the State of California.
- B. SCCLC is a California Charter School operating under a charter (the "Charter") that was originally approved by the District in 1993 and was renewed in 1997, 2002 and 2007.
- C. This MOU is intended to outline the Parties' agreements governing their respective fiscal and administrative responsibilities, fees, their legal relationships and other matters of mutual interest not otherwise addressed or resolved in SCCLC's Charter.

**NOW, THEREFORE,** the parties agree as follows:

**1. TERM**

This MOU shall become effective upon its approval and signing by both parties. The MOU shall terminate at the earlier of:

- A. June 30, 2012
- B. Final expiration, termination or revocation of the existing Charter.

**2. AMENDMENT AND RENEWAL**

This MOU may be amended, in whole or in part, only by an agreement of the parties in writing. There is no automatic renewal of this MOU.

### 3. FACILITIES

The District grants SCCLC the right to use the following space located at the District's Tierra Linda School Campus ("Campus") as shown on the map, which is attached to and incorporated by reference into this MOU. The facilities include:

- Thirteen (13) regular classrooms;
- The office space currently used by SCCLC for administrative purposes;
- The room SCCLC currently uses for delivering RSP services (the old art room connected to the library);
- The small room next to room 19 which SCCLC currently uses for testing and literacy support; and
- The small rooms adjacent to the Old Gym which SCCLC currently uses for break-out sessions and a community room.

The District will also provide one classroom to SCCLC for use by Educare under the existing terms and conditions, including an annual fee paid by SCCLC to the District of **\$12,000**.

SCCLC will continue to provide and pay for regular maintenance and custodial services (including replacement of fixtures) for the facilities allocated to it. The District will continue to provide all major repairs and capital improvements which the District determines is necessary for the facilities on the Campus. SCCLC shall not make any structural modifications to any of the facilities without prior written consent of the District.

SCCLC will have the right to use the classrooms it is assigned, the administrative space and the Educare space outside of the School Day, subject to conforming to District policies regarding maintenance and appropriate use.

The District will be responsible for scheduling all shared non-classroom facilities (e.g., gyms, library) on the Campus and will use reasonable efforts to accommodate SCCLC usage requests.

Both parties agree that this provision waives the rights of SCCLC to the requirements of Proposition 39 and Education Code §§47614 for the duration of this MOU.

Both parties agree that state law does not obligate the District to provide facilities to SCCLC in excess of that provided by Ed. Code §§47614. In the event that enrollment at Tierra Linda Middle School exceeds 625 students during the 2011-2012 school year, SCCLC agrees to pay the District rent for one (1) of the classrooms provided to it, at a rate not to exceed \$12,000 per year, in addition to the rent paid for the Educare room as outlined above.

SCCLC shall use the facilities, including Educare, for educational purposes only. SCCLC shall not assign, convey, transfer or encumber any right or privilege in the facilities without the prior written consent of District. SCCLC shall comply with the provisions of the Civic Center Act (Ed. Code §§38130, et seq.) regarding the facilities and shall develop its own Policy and Administrative Regulations for making use of the facilities accessible to members of the community. SCCLC governance council shall be the "governing board" for purposes of complying with the responsibilities of the Civic Center Act. SCCLC shall enjoy access to and use of the facilities in the same manner as any other District facility, under all applicable laws. SCCLC will be permitted to utilize the facilities for any and all school related activities, not limited to, but including school festivals, dances, sports activities, and open house nights.

#### **4. ENROLLMENT CAP**

SCCLC's maximum enrollment ("Enrollment Cap") is the maximum number of students allowed pursuant to the Charter Renewal. Exceeding the Enrollment Cap constitutes an event of default under the MOU and SCCLC's Charter ("Enrollment Cap Default"). If an Enrollment Cap Default occurs, SCCLC will, within ten (10) business days, present a reasonable plan to the District for how enrollment will decline to no more than the Enrollment Cap by the first day of classes in the next school year. The District shall have the right to require SCCLC to accept no new applicants during the current year if the Enrollment Cap is exceeded. The Board has sole discretion to accept or reject the proposed mitigation plan.

## **5. ENROLLMENT AND ATTENDANCE REPORTING**

SCCLC will keep the District updated on its list of current and prospective students. "Prospective" is defined to mean "students not currently attending SCCLC who have expressed an interest in doing so at some future date." Updates from SCCLC to the District will be provided monthly no later than the 5th working day of the month as well as when requested by the District if needed for special circumstances. Upon request by the District, SCCLC will also provide the in-district/out-of-district status of each student, with the names and grade levels, as well as cite the date at which the information was last updated for each student. SCCLC agrees to use reasonable efforts to maintain the accuracy of the information provided in these updates.

SCCLC shall submit monthly certified Class Size Reduction and Attendance reports according to the District reporting schedule. SCCLC shall also provide to the District accurate and updated student enrollment and demographic data necessary to complete CBEDS/CALPADS reporting to the state. In the event SCCLC staff is unavailable to provide such data, the District shall be provided access to the student information system in order to meet mandated reporting timelines.

## **6. PERSONNEL**

The following provisions will apply:

- SCCLC will consult, at least annually prior to January 31<sup>st</sup>, with the Superintendent or his/her designee regarding hiring practices and procedures.
- The Superintendent or his/her designee will be invited to participate in the interview and selection process for all non-clerical administrative staff positions. Final hiring decisions for such positions shall be wholly at the discretion of the SCCLC governing board.

- SCCLC will solicit the Superintendent's input when evaluating its non-clerical administrative staff, and will consider that input in good faith when making those evaluations.

## **7. SPECIAL EDUCATION SERVICES**

The District will provide special education services to the SCCLC, and SCCLC will be considered a school within the District for special education purposes. The District agrees to use its best efforts to support SCCLC's application to join the San Mateo County SELPA (or other relevant SELPA) on an independent basis if SCCLC chooses to pursue that option.

For purposes of special education, SCCLC agrees to act like one of the schools directly managed and controlled by the District. This means, among other things, that SCCLC will abide by the District's special education policies and follow the District's special education procedures and recommendation in a timely manner, except as provided below. SCCLC agrees that these policies, procedures and recommendations extend to certain mainstream classroom educational practices and procedures so as to facilitate identifying potential special education students and complying with special education laws and regulations.

SCCLC agrees to require its staff to attend all District-provided or hosted special education trainings and meetings required of their District counterparts, such as, but not limited to, monthly special education staff meetings, monthly para-educator workshops, and professional development/trainings on varied topics (e.g. IEP regulation, policies and compliance, Section 504 process, SST process, behavior support process, and intervention). SCCLC also agrees to require its Director or his/her designee to attend such portions of the Superintendent's Administrative Council meetings as may address special education topics. The District agrees to use reasonable efforts to accommodate SCCLC staffs' schedules in arranging such trainings and meetings. However, if the District schedules special meetings or trainings to accommodate SCCLC staff, the District shall be entitled to charge SCCLC a reasonable

additional fee to recover the costs of those special meetings or trainings.

SCCLC will have the right to participate in discussions defining the District's special education policies and procedures. However, the District's decisions as regards those policies and procedures are final.

The District agrees to entertain a reasonable number of requests for minor variances as to how its special education policies and procedures apply to SCCLC.

SCCLC will have the right to object to the application of any District special education policy or procedure to SCCLC ("Special Education Exception"). Should a Special Education Exception be declared, SCCLC will, within five (5) business days, lay out its argument to the Superintendent as to why the Special Education Exception should be granted. The Superintendent will determine whether the Special Education Exception should be allowed, or may propose some other reasonable compromise.

If the Special Education Exception is not allowed or a compromise is proposed, SCCLC will have the right to determine whether or not to accept the Superintendent's decision. Should SCCLC choose not to accept the Superintendent's decision, the District will have the right to terminate some or all of its special education support to SCCLC on six months notice, subject to applicable law (the "Special Education Modification").

Should the Superintendent, in his/her sole judgment, determine that SCCLC is making an unreasonable number of requests for variances or raising an unreasonable number of Special Education Exceptions, the two parties agree to negotiate a mutually acceptable change to resolve the problem within ten business days of the Superintendent making that judgment. If the two parties cannot reach an accommodation, the District will have the right to declare a Special Education Modification and terminate some or all of its provision of special education services to SCCLC upon six months notice, subject to applicable law.

Should a Special Education Modification be declared, SCCLC agrees to seek other LEA arrangements for special education services, and to amend its Charter to reflect that change, in an expeditious manner.

SCCLC agrees to keep all materials related to special education cases confidential ("Special Education Confidentiality Provision").

## **8. FUNDING SOURCES**

SCCLC will receive its funding directly as provided by Education Code §§47651. The District will work in good faith with SCCLC to help it receive any and all available funding in a timely manner.

The Board affirms that for purposes of allocating parcel tax revenues SCCLC shall be considered a school of the District.

## **9. ADMINISTRATIVE SERVICES PROVIDED BY DISTRICT**

The District agrees to provide, and SCCLC agrees to purchase, the following services ("District Services") from the District:

A. Accounting including establishing a chart of accounts, account code structure, financial ledgers, maintenance and posting of all financial transactions to SCCLC's ledgers, and preparation of necessary financial reports.

B. Payroll including preparation of pay warrants, distribution of payroll checks and direct deposit, calculation and forwarding of all tax, benefits, retirement, and other withholdings, and preparation of and forwarding of tax withholdings and related documentation to state and federal tax authorities.

C. Accounts Receivable and Payable including processing of all purchase orders and check requests in a timely fashion and posting all relevant information to appropriate ledgers. Also includes the administration of providing SCCLC a credit card for payment of ancillary items.

D. Fiscal Year End Activities – Includes posting of final entries as submitted to the District by SCCLC and preparation of a

final closing financial report no later than September 15<sup>th</sup> for the prior school year.

E. STAR Testing and Fitness Testing - Includes ordering, storing, and delivery of annual test materials in coordination with SCCLC staff. SCCLC shall ensure access to updated and accurate student data in order to meet all timelines associated with STAR Test processing. In the event SCCLC staff is unavailable to provide such data, access to the student information system shall be provided to the District in order for the District to meet mandated reporting timelines.

F. Budget Development and Fiscal Planning – Includes consulting assistance of district staff to assist SCCLC in accurately identifying its revenues, comparing estimated revenues with actual revenues, assistance in projecting and monitoring expenditures, assistance with preparing and revising long term financial projections, assistance with developing the chart of accounts, and assistance in managing the funds allocated to items within the budget.

G. Human Resources – Includes initial processing of employees, fingerprinting, background checks, and other pre-employment services.

The Parties will work in good faith to adjust the specific procedures and timelines regarding administrative services provided by the District to reflect the services requested and needed by SCCLC.

## **10. OUTSOURCING SERVICES**

SCCLC may purchase administrative or other services from a party other than the District consistent with the Charter and applicable law. However, the District is under no obligation to support such third party or parties unless separate arrangements are negotiated for that support.

## **11. OVERSIGHT**

A representative appointed by the District Governing Board, will have the right to sit on the CLC Governance Council as a full voting



member and attend all Governance Council meetings, both open and closed.

SCCLC and the District agree that supervisory oversight, as used in Education Code §§47613 and §§47604.32, shall include the following:

- A. All activities related to the Charter revocation and renewal process, as described in §§47607.
- B. Activities relating to monitoring the performance of SCCLC with respect to the terms of its Charter, this MOU and other related agreements, and all applicable laws.
- C. Review of and timely response to the annual charter performance report and related processes as outlined in the Charter.
- D. Participating in the dispute resolution process described in the Charter and this MOU.
- E. Identification of at least one District Staff member as a contact person for SCCLC.
- F. Ensure that SCCLC complies with all reports required of charter schools by law.
- G. Monitor the fiscal condition of SCCLC.
- H. Provide timely notification to the California Department of Education if any of the following circumstances occur.
  - 1. A renewal of the Charter is granted or denied.
  - 2. The Charter is revoked.
  - 3. SCCLC will cease operation for any reason.

## **12. COMPLAINTS**

Any complaint received by SCCLC about any employee of the District except the District Assistant Superintendent of Personnel shall be forwarded to the District Assistant Superintendent of Personnel. Any complaint received by the SCCLC regarding the District Assistant Superintendent of Personnel shall be forwarded to the District Superintendent

Any complaint received by the District regarding any employee of SCCLC shall be forwarded to the SCCLC in accordance with SCCLC's published complaint procedure.

Both parties will adhere to all applicable laws or local policies governing complaint procedures including but not limited to investigation and notification procedures.

### **13. STUDENT/STAFF WELFARE AND SAFETY**

SCCLC agrees to use best practices as regards policies and practices affecting student and staff welfare and safety.

SCCLC shall prepare and maintain an emergency plan and emergency procedures, consistent with District policies and procedures, for review and approval by the Superintendent, which approval shall not be unreasonably withheld.

### **14. REPORTS**

The Superintendent or his/her designee will report three times a year to the SCCLC Governance Council on the current state of the District/SCCLC relationship, including the status of coordination as regards special education. If requested by the Superintendent, and allowed by law, the Governance Council will make reasonable efforts to provide a closed session venue for some or all of the report.

The Director of SCCLC or his/her designee will report twice a year to the District at a mutually convenient Board meeting on the state and situation of the SCCLC, including but not limited to, enrollment, coordination with the District, education and pedagogy, and strategic planning.

In addition, SCCLC shall report to the District in a timely manner (and in the specified form) all data required by the County of San Mateo Office of Education, the California Department of Education, the United States Department of Education, or any other relevant governing body or as required by any applicable law.

In the event SCCLC staff is unavailable to provide such data in the time specified by the District, access to the student information

system shall be provided to the District in order for the District to meet mandated reporting timelines.

#### **15. BUDGETING AND FINANCIAL REPORTING**

SCCLC shall adopt and meet generally accepted accounting principles and shall ensure that SCCLC's funds are used to most effectively support SCCLC's mission and to ensure that funds are budgeted, accounted for, expended, and maintained by law. SCCLC will ensure that expenditures are authorized in accordance with amounts specified in SCCLC's approved budget and that SCCLC's funds are managed and held in a manner that provide a high degree of protection of SCCLC's assets.

The District will apprise SCCLC of its financial reporting calendar for each fiscal year no later than September 1<sup>st</sup>, and its budget calendar no later than January 15<sup>th</sup>.

SCCLC will provide its budgetary and financial reporting inputs to the District sufficiently in advance of the District's due dates to allow the District to incorporate SCCLC's material into the overall District process. SCCLC will make its Director or his/her designee, and appropriate SCCLC financial personnel, available to the Board at a mutually convenient time during each financial reporting and budgeting cycle to review the material and answer questions.

The District agrees to use reasonable efforts to minimize the time commitment required from SCCLC staff to attend Board meetings to fulfill these obligations.

#### **16. FEES**

In recognition of the District providing substantially rent-free facilities to SCCLC, SCCLC will pay the District 3% of its California revenue limit funding plus any additional fees specifically described in Section 3 above ("Facilities").

In addition, as compensation for business office and back office support (services outlined in Section 9 as well as other services outlined in this MOU), SCCLC will pay the District 1.5% of its California revenue limit funding, plus \$25,000, per year. Any

additional services requested by SCCLC not otherwise included in this MOU will be billed to the SCCLC at the District's then-current costs.

Should SCCLC opt to outsource some or all of the District Services, or if the scope or volume of District Services were to materially change, the parties agree to use reasonable efforts to negotiate a revised fee schedule in a timely manner.

So long as SCCLC utilizes the District's special education program, SCCLC shall pay the District a pro-rata share of the amount by which the District's special education costs exceeds the District's total special education funding ("Encroachment").

SCCLC's pro rata share shall be determined at first interim, second interim and the end of each school year by multiplying the then-current year-to-date Encroachment by a factor the numerator of which is SCCLC's then current year-to-date ADA and the denominator of which is the sum of the District's then current year-to-date ADA and SCCLC's then current year-to-date ADA. For the purpose of this calculation, ADA shall include all students, regardless of residency status.

At the time the pro rata share is determined, payment will be made by either SCCLC or the District to the other party so as to fully fund SCCLC's pro rata share of the then-current year-to-date Encroachment.

## **17. EVENT OF DEFAULT**

Other than Enrollment Cap Defaults, defaults under the MOU do not constitute a default under the Charter.

Unless otherwise specified for a particular element of the contract:

- If either party fails to meet any deadline or obligation in this MOU, the other party may declare an event of default. Declaration shall be deemed to have taken place upon notifying the defaulting party, in writing, via email or postal mail, of the

date and nature of the default.

- Events of default may only be declared by the SCCLC Governance Council or the District Governing Board, acting in accordance with applicable laws and their policies.
- Passage of time does not eliminate the ability of either party to declare a default.
- If an event of default is declared, the defaulting party will have twenty (20) business days from the receipt of notice to resolve the situation giving rise to the default. The parties may mutually agree to allow additional time to cure. However, the party declaring the default is not required to provide or accept any extension.
- The party declaring the default has the right to accept or reject a proposed resolution in its sole reasonable judgment, or waive or suspend a previously-declared event of default.
- If an event of default is uncured, the party suffering the default may move to invoke the Resolution of Conflicts provision of this MOU below.

## **18. COMMUNITY BASED FUNDRAISING; RIGHT TO TERMINATE**

The Parties agree that maintaining SCCLC's involvement in the community-based fundraising overseen by the San Carlos Educational Foundation is in the District's interest.

Should there be a material change in SCCLC's relationship with the San Carlos Educational Foundation, including a termination of that relationship, the District will have the right to terminate this MOU, subject to the conditions spelled out in Section 20 (Resolution of

Conflicts). Such a termination will not be an Event of Default under the MOU or the Charter.

#### **19. RESOLUTION OF CONFLICTS**

The parties agree to meet and resolve any conflicts arising under this MOU within a reasonable period of time. If resolution cannot be reached, the parties agree to pursue mediation by a neutral third-party for a reasonable period of time.

If either party fails to abide by this process, or in the event that resolution is not reached through mediation, the other party will have the right to terminate this MOU with ten business days notice, except for the provision or acceptance of special education services, which will require six months notice.

Terminations which affect the provision of material services by the District may result in reduced or eliminated fees, and such reductions shall be determined in good faith by the Parties. Terminations which involve restricting or eliminating the District's provision of special education services require a six-month notification period.

Notwithstanding the above, nothing in this MOU changes or restricts the District's rights and obligations to revoke the SCCLC Charter as provided by the Charter Schools Act (Education Code §§47600, et seq.)

#### **20. SURVIVING PROVISIONS**

Should the MOU terminate early for any reason, the Special Education Confidentiality provision will remain in effect and binding upon the parties.

#### **21. INSURANCE AND WORKERS COMPENSATION**

The following will apply:

- SCCLC will maintain insurance of at least five (5) million dollars per occurrence and ten (10) million dollars in total general liability insurance, covering the types of risks typically insured

by public schools in California, and reasonably acceptable to the District.

- SCCLC will be solely responsible for workers compensation and other employment related insurance coverage for staff working at SCCLC.

## **22. INDEMNIFICATION**

Each party will hold the other harmless, and indemnify the other party its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of the other party, its officers, agents, employees, or servants.

## **23. NOTICES**

Notices and correspondence can be sent by either email or postal mail, to the Director of SCCLC, in the case of SCCLC, and to the Superintendent, San Carlos Elementary School District, in the case of the District. Such communications, when delivered by email, shall be replied to promptly by email acknowledging receipt of the communication. Such acknowledgment will ensure the email communication was successfully received; absent acknowledgment, the email communication shall not serve as notice under this MOU.

## **24. SEVERABILITY**

If any provision or any part of this MOU is, for any reason, held to be invalid or unenforceable, the remainder of this MOU shall not be affected thereby and shall remain valid and fully enforceable.

## **25. ENTIRE AGREEMENT**

This MOU, in conjunction with the Charter, contains the entire agreement of the parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the parties with respect to the subject matter of this MOU. No person or party is authorized to make any representations or

warranties except as set forth herein, and no agreement, statement, representation or promise by any party hereto which is not contained herein shall be valid or binding.

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
SAN CARLOS CHARTER LEARNING  
CENTER

Dated: \_\_\_\_\_

\_\_\_\_\_  
SAN CARLOS SCHOOL DISTRICT