

OFFICE OF MARY C BARLOW
 Kern County Superintendent of Schools
Advocates for Children...

**Charter School Office
 Summary of CAAT Petition Findings**

GENERAL REQUIREMENTS

GENERAL REQUIREMENTS					
Item #	Requirements: Met Not Met		If Not Met: Factual Findings	Petition Page #	Can finding be addressed in MOU? If yes, describe
I-A	X		Signatures: 1. The signature of Joanna Kendrick may be viewed as problematic in that this proposed teacher is also listed as a board member. While teachers sitting on the board of a charter school are not in an illegal conflict of interest, per EC 47604.1(d), the school is intended to be operated by a nonprofit corporation, and the corporation's conflict of interest code article VI.B. prohibits contracts where a board member has a financial interest. The board's bylaws, Section 5, precludes board member from being an interested person, which includes interests from employment with the school.	P. 16 P. 106	1. Yes. The Joanna Kendrick problem can be fixed by amendment of the conflict of interest code and/or bylaws. The magnitude of the problem is not seen as such as would require or even warrant a denial of the petition but is one that certainly should be fixed. Petitioners indicate Ms. Kendrick may choose to be employed, and would no longer serve on the charter board. [Petitioner's Reply to BCSD Findings, P. 36] This indicates the charter board would follow its bylaws and not permit Ms. Kendrick to be a board member if employed. Thus, it is believed this anomaly is not a flaw supporting denial of the petition, but one that should be fixed if the petition is granted and petitioners intend to permit teachers or other employees to sit on the nonprofit board.
	X		2. The signature of Kayleigh Meyers may be problematic in that her credential as a teacher is reported by CTC as "expired." Staff will continue to monitor status to see if she renews the credential. While the credential was valid at the time her signature was added to the petition, it expired since that date. The KCBE is charged by code and regulations to do a "de novo" review of all aspects of the petition, including the submitted signatures. Staff's recommendation is to treat this signature as invalid unless the credential is renewed by the time of the vote.	P. 184 P. 198	2. No. The Kayleigh Meyers credential problem can be fixed if the credential is renewed, but this should happen before the KCBE vote. If the KCBE votes to grant the petition, there is no need to fix this signature issue via MOU.
	X		3. Budget documents show 6 PIP Teachers, 11 Teachers, and 2 SPED Teachers in the first year in one place, and 20 teachers in another budget item, for a total of 19-20 teachers. If all teacher signatures	P. 205, 212, 219 and 229	3. No. Even assuming the signatures of Joanna Kendrick and Kayleigh Meyers are valid teacher signatures, there are signatures of less than half of the

I-A			are valid, 9 signatures is not “at least one-half of the number of teachers that the charter school estimates will be employed at the charter school during its first year of operation” as required by EC 47605(a)(1)(B). Staff notes apparent SPED teacher Kendel Joseph’s signature was submitted with the petition, implying the charter believes SPED teachers are “teachers” within the meaning of EC 47605(a)(1)(B). While admitting the budget reflects at least 19 teachers, petitioners indicate the budget is mistaken and does not reflect the true intent to have 18 teachers in the first year. While an updated budget could fix this issue, accepting an updated budget before the KCBE vote would mean the KCBE is no longer reviewing the same petition as denied by BCSD, and the KCBE should not, according to CDE, waive the signature sufficiency requirement. Communication with CDE is attached as Exhibit.		anticipated teachers because the budget indicates there are 19-20 teachers and only 9 signatures. The KCBE is charged with reviewing the sufficiency of submitted signatures, and should not waive a signature defect, even if it can be fixed by submission of a corrected budget. Accepting a corrected budget before the KCBE vote means the KCBE is not reviewing the same petition as denied by BCSD.
I-B	N/A	N/A			
I-C	N/A	N/A			

REASONABLY COMPREHENSIVE DESCRIPTIONS

Item #	Requirements: Met	Not Met	If Not Met: Factual Findings	Petition Page #	Can finding be addressed in MOU? If yes, describe
II-A		X	Instructional Program: 1. IDEA Description in petition “ <i>is not binding</i> ” and, as such, appears to not be a description of a proposed IDEA program but only thoughts on how services might be provided.	P. 76	1-2. Yes. Detail SPED program in MOU.
		X	2. The “School Overview” section describes the overall educational program as a “full inclusion” model, only noting that SWDs will be supported by ‘ <i>experts in the field</i> ’. In reviewing the “Serving Students with Disabilities” section, no further detail can be found on the specifics of SPED programming. This section also mentions CAAT intends to become a member of the El Dorado Charter SELPA , however, the SELPA Policies and Administrative Regulations for the El Dorado County SELPA was provided as Appendix J (instead of the <i>Charter SELPA</i> ’s regulations). In order to join the El Dorado Charter SELPA, LEAs must first attend a ‘Potential New Partner Meeting’ on October 14 th , 2022, via Zoom. El Dorado Charter SELPA confirmed on October 14 th , no representative from CAAT attended this required meeting. CAAT only has one other SELPA option to join, which would be BCSD. BCSD’s SELPA Director confirmed on October 14 th , CAAT has yet to apply for membership. The petition does not include any information about SPED services for high school students (other than	P.11 P. 74-81	

II-A			<p>the Local Plan of the El Dorado SELPA (wrong SELPA) such as transition planning required for all students 16 yrs and older (soon to be 14 yrs.) There is no mention of Mod/Severe population and how CAAT would support these students. There is no information about how CAAT would serve deaf/hard of hearing, visually impaired, or emotionally disturbed students: only references an MOU with the SELPA. Kern County has a difficult time finding qualified service providers in these areas. Interim and Initial Placements of New Charter School Students) – No description of how needed services will be accessed and delivered.</p> <p>X 3. No WASC Accreditation mentioned: missing from petition. The Petition only notes that <i>“CAAT will submit courses to the University of California for A-G approval.”</i> EC 47605(a)(c)(A) regarding charters that serve high school pupils requires that the petition include the following: <i>“the manner in which the charter school will inform parents about the transferability of courses to other public high schools”</i> and that <i>“Courses offered by the charter school that are accredited by the Western Association of Schools and College may be considered transferable.”</i></p> <p>X 4. Appendix B: Day in the life of a teacher. Each day, CAAT teachers will have two 40-minute blocks of prep time and a 30-min lunch. Yr. 1=16 classroom teachers. Yr. 1 budget=17 teachers. If 17th teacher is a SS PE teacher who teaches PE all day, that could account for one 40-min. prep, but not the 2nd one. To claim ADA, students must be under direct supervision of a credentialed teacher.</p> <p>X 5. Appendix F: CAAT adds 1 addl. 6th grade, and 75 9th graders (3 classes) in Yr. 2. Budget narrative adds 4 teachers in Yrs. 2 & 3. Pg.59 outlines 9th grade courses: History/SS, English/LA, Math, Lab Science, Language other than English, VAPA, Elective. (PE not included on required courses on Pg. 59, but is noted as a requirement on Pg. 101). Assuming one of the 4 addl. teachers in Yr. 2 teaches the addl. 6th grade class, that leaves 3 teachers for the 9th graders. Since those teachers will need to have Single Subject credentials, there aren’t enough teachers in the budget to provide the listed 9th grade course of study. The issue is the same for Yr. 3 when 4 addl. teachers are added to serve an addl. 7th grade class and 75 10th graders. Yr. 4 budget adds 4 teachers (one addl 8th grade class and 75 11th graders), Yr 5 adds 3 addl 9-12 teachers for 75 12th graders.</p>	<p>P. 59 P. 18</p> <p>Appendix B., C. EC 46300(a) 47612.5(e),</p> <p>Budget Narrative in Appendix F., P. 59, P. 101</p>	<p>3. Yes. Include the requirement to be WASC accredited.</p> <p>4. No. Clarification needed, further details required.</p> <p>5. No. Not remedied by MOU. The budget would need to have been revised upon submission.</p>
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II-A		X	<p>6. The petition (pg 59) lists A-G courses and general graduation requirements. Neither includes PE. Nor is there a description of how PE will be provided. Appendix B: Day in the life of a CAAT student: no time for PE 9-12 grade. Pg 98 lists PE for course access but not for graduation. Pg 101 states that grade 9 students will have one year of PE which is inconsistent with CA state graduation requirements. While charter schools do not have the same PE requirements as do traditional public schools, charter schools are required to provide whatever PE opportunities as are mentioned in the charter. [The FAQ section of the charter school website at CDE says: "Charter Schools and Physical Education - Do charter schools have to offer PE? - Charter schools are required to provide PE consistent with their individual charters. If the charter school does have PE included in its charter, then it is required to provide PE consistent with the charter, even if that exceeds the EC requirements for non-charter schools.]</p>	EC, P. 59, P. 98, P. 101	6. Yes. MOU can detail how PE will be provided for grades 7-12.
		X	<p>7. Appendix B: Day in the life. Each HS student will have a mentor and an externship. <i>For up to 2 hours a day, high school students will leave campus for externship.</i> Pg. 15: <i>the Charter School's location uniquely positions students to work in various industries, within walking distance from the Charter School.</i> <i>All 10-12 grade students to have a 2-hour externship every afternoon,</i> but Pg. 15 states: <i>"grades 11-12 will participate in minimum of one semester externship at local business or non-profit."</i> Will transportation will be provided? What liability awaits CAAT if students walk to externships? There is no description of who will organize and monitor these placements or how sites will be vetted. It takes considerable organization/management/monitoring of externship placements. Disadvantaged students not likely to have community connections. No description of expectations or outcomes of externships or how credits will be awarded.</p>	Appendix B. P. 15	7. Yes. MOU can outline details.
		X	<p>8. Exhaustive listing of PD to be provided for a myriad of instructional strategies. All good but unlikely to be all successfully implemented. Roughly 50 days of PD included in petition with a 175-day school calendar. Also, Pg. 58 notes: <i>"summer months and intersession weeks to set the stage for new areas of focus for departments and grade spans"</i>. There is no description of how the numerous amounts of PD will be scheduled during the school year.</p>	P. 52	8. Yes. Provide a realistic schedule for the comprehensive listing of professional development topics.
		X	<p>9. Conflicting information on graduation req. Pg. 58: <i>"students must fulfill state graduation requirements."</i> Pg. 59: <i>"All students at CAAT will be enrolled in A-G courses."</i> Minimum state grad req. are less</p>	P. 59	9. Yes. MOU can define graduation requirements

II-A			than A-G requirements. Also, if students must fulfill state graduation requirements, then per EC 51225.3(a)(1)(F) this includes the PE requirements referenced in item II.1.6, above, which are not met. No total credits for graduation requirements.		
	X	10.	There is no description of courses that will be targeted for dual enrollment. No explanation of how the school will ensure equitable access to dual enrollment courses if not all teachers are eligible by community college standards. No explanation for credit approval and no clear path for how dual enrollment will be structured and developed. How will students receiving SEL or intervention participate in concurrent enrollment? No explanation of minimum number of minutes per day a student must be in classes if they are also concurrently enrolled. Charter schools must offer 64,800 instructional minutes each year to students in grades 9-12. Not offering the required instructional minutes carries a fiscal penalty (EC sections 46207 and 47612.5). If students aren't scheduled appropriately, average daily attendance and/or instructional time can be lost.	Ps. 59-60	10. Yes. MOU can detail dual enrollment.
	X	11.	The petition does not include a description of how dually-identified (EL/SWD) students will be provided accommodations and/or designated supports for assessment.	P. 71	11. Yes. Descriptions can be included in MOU.
	X	12.	The petition includes outdated language related to English Language Proficiency levels (i.e. Beginning, Early Intermediate, Intermediate, Early Advanced, advanced). The CA ELD Standards define three proficiency levels—Emerging, Expanding, and Bridging.	P. 65	12. Yes. The MOU can detail appropriate English Learner programs, aligned to the CA State EL Framework.
	X	13.	The EL Program description of Reclassification criteria does not include the SBE's standardized criteria for Overall Performance Level of 4 (PL) 4 on the ELPAC Summative Assessment. Also, the petition incorrectly states that reclassified students will be monitored for 2 years after reclassification instead of the required 4 years. (20 U.S.C. Section 6841(a)(4)(5); California Code of Regulations, Title 5, Section 11304.)	P. 70	13. Yes. MOU to include appropriate reclassification criteria and the required 4 years of monitoring of reclassification students.
	X	14.	The petition component related to English Language Learners (ELLs) does not consider that ELLs may encompass more than Spanish-speaking students.	Ps. 65-69	14. Yes. MOU can include proposed high school curriculum. Yes. Petition can clarify "enrichment staff" and ensure that students will be under the direct supervision during all instructional time being claimed for ADA.
	X	15.	The petition does not include a description of the high school curriculum—only possible courses. Appendix C: Daily schedule does not include high school.	Appendix C.	15. Yes. MOU could provide high school schedule.

II-A		X	16. The petition articulates RTI, MTSS, and APBS for academic, behavioral, social emotional, etc. needs. Includes academic interventions, but lacks development around social-emotional/behavioral supports which are not clearly identified. <i>“At Tier 2, teachers provide intensive small group instruction, one-on-one support or targeted behavioral or mental health supports using validated intervention programs”</i> . No identification of “validated programs” and should teachers be providing “mental health supports”?	P. 32-36	16. Yes. MOU can better define “intervention programs” as well as clarify who will be providing mental health supports.
		X	17. Petition states <i>“Integrated instruction (Arts and Technology) is delivered by the regular classroom teacher, as well as by the enrichment staff”</i> . No description of who “enrichment staff” is or what qualifications they will have. Students must be under direct supervision of a credentialed teacher to earn ADA.	P. 45	17. Yes. MOU can define “enrichment staff” to ensure appropriate certification of staff if provided during instructional time for ADA.
II-B		X	Measurable Pupil Outcomes: 1. SWDs are not recognized as a student sub-group, which may be in conflict with the “Targeted School Population” section on Pg. 20, which noted an expected 10.2% SWDs population. In the first year of operation, that would presumably be equal to approximately 40 SWDs. EC 52052(3)(A) defines a numerically significant subgroup for SWDs for charter schools as a group consisting of at least 30 students.	P. 20	1. Yes. Include all subgroups, including SWDs in measurable outcomes.
		X	2. The petition targets 95% student attendance as a school goal and targets 97% as the goal in Priority 5(A) without explaining the reason for the difference.	P. 84-85	2. Yes. Include all subgroups, including EL language proficiency growth in measurable outcomes.
II-C	X		Method of Measuring Pupil Outcomes:		
II-D		X	Governance: 1. As noted, above, in the discussion of signature issues, Founding Member Joanna Kendrick proposes to be a teacher in the school. While the employment status does not disqualify her under GC 1090, per EC 47604.1(d), the Political Reform Act (PRA) section 87100 precludes a public officer from participating in the making of a contract where the board member has a financial interest (as defined in 87103). This means the board member cannot participate	P. 9, 198	1. Yes, amend the bylaws to follow the law allowing teachers to sit on the board, with some PRA limitations, or remove Ms. Kendrick from the proposed board.

II-D		<p>in any way in the making of the contract, but must abstain from the vote (leaving the room) and the contract can then be created. The nonprofit's conflict of interest code, section VI.B, prohibits the board from entry into the contract where the board member has a material financial interest. In our opinion, a teacher has a material financial interest in the teacher's salary from employment. The nonprofit's bylaws, Article 7, section 5, preclude an interested person (including from employment) from sitting on the board. Should Ms. Kendrick choose employment, a significant source of the alleged knowledge base for running a school will be lost. Who else at LinkEd has successfully operated other charter schools. [P.9] Only the other founding members?</p>		
	X	2. Appendix D does not include Articles of Incorporation, as indicated in table of contents.	P. 182	2. Yes, provide the Articles of Incorporation for review.
	X	3. The Petition does not describe School Site Council composition for high schools.	P. 111	3. Yes. MOU can assure appropriate SSC composition.
	X	4. Art. VII Sec. 5 of Bylaws does not include protections against nepotism in board decisions.	Bylaw P. 3	4. Yes. MOU can address nepotism.
	X	5. Art. VII Sect 12 – Board meetings should be held in Kern County. Bylaws say mtg at “principle office” of corporation which is currently in Kern. However, bylaws state this can be amended or the mtg place can be changed to anyplace in Ca by a board Resolution. This is in violation of Ed. Code Section 47604.1(c). No reference to Ed Code 47604.1(c).	Bylaws Ps 1, 4-5 and (principle place of business)	5. Yes. MOU to align board meetings with EC47604.1(c).
	X	6. Art. VII Sec. 14: No statement of where posting will be. Violation of GC 54954.2. However, in petition says will post notices at Charter School in accordance with Brown Act and 47604.1(c)	Bylaws	6. Yes. MOU to clarify posting of meeting notice in Bylaws.
	X	7. Art. VII Sec. 16 : Notice of special meetings. This section does not follow 24-hour public notice/posting pursuant to GC section 54956. Art. VII Sec. 16 also indicates notice is deemed to be received when put into the mail, which typically takes longer than 24 hours to be delivered.	Bylaws	7. Yes. MOU to revise Bylaws.
	X	8. The Petition does not include policies and internal controls to prevent fraud, embezzlement and conflict of interest. Concerns include the following: a. No discussion found of internal controls to prevent fraud or embezzlement	P. 182	8. Yes. MOU could require creation of policies and procedures related to the prevention of fraud, embezzlement and conflict of interest.

II-D		X	<p>b. In Appendix D of LinkED Bylaws, Article XVI, Section 1F states “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.</p> <p>9. The nonprofit bylaws, Article VII, Section 25, indicates the nonprofit board will follow Gov Code Section 1090, but bylaws Article XVI, Section 2 requires an annual statement of certain transactions, including transactions with “interested persons.” The bylaws call for an annual report of: <i>“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:</i> (1) Any director or officer of the corporation, its parent, or subsidiary ...” The inclusion of this language implies that board directors may have financial deals with the corporation, in any amount up to \$50,000 without being reported to the board, yet any transaction between the corporation and the board members, in any amount, would violate Gov Code Section 1090 and subject the interested board member with the material financial interest to potential criminal penalties if the member participated in the making of the deal. At the least, this language should reflect an obligation on the board to void any such transaction, pursue recovery of the full amount from the board member, and refer the matter to the local district attorney’s office.</p>	P. 189, P. 194	9. Yes. MOU to prohibit any such contracts between the corporation and a board member, in any amount. The implied consent for such contracts from the current language in the bylaws should be removed, or the obligation changed to report and pursue reimbursement from the interested board member and referral of the board member to the local district attorney under GC Section 1090.
II-E		X X X	<p>Qualifications of employees:</p> <p>1. Although not required in Ed Code for charters, Admin credential not required for either Exec Directors, nor for the principal who will be evaluating teachers, nor for AP.</p> <p>2. No descriptions for paras, SPED teachers, counselor, etc.</p> <p>3. “The charter school is responsible for the hiring, training, and employment of the itinerant staff necessary to provide special education services to the Charter School’s students, including, without limitation, speech therapists, occupational therapists, behavioral therapists, and psychologists” – No further information</p>	Ps. 114-121 P. 87 P. 77	<p>1. Yes. MOU to require at least one administrator have an admin credential.</p> <p>2. Yes. Charter to provide job descriptions and requirements in MOU.</p> <p>3. Yes, by specifying at least some of the recruitment strategies. Also, proof of an MOU with an agency to provide <u>ALL</u> related special education services (i.e. speech, OT, psych, APE, specialized transportation,</p>

II-E		X	<p>was provided on an analysis of how many service providers from each discipline would be required per their anticipated enrollment, nor how they plan to recruit and hire specialists that existing SELPAs and LEAs are already struggling to staff. Special education teachers and aides are estimated in the budget provided, but no other necessary providers are included (i.e. a school psychologist to conduct eligibility evaluations or a speech pathologists to provide speech therapy).</p> <p>4. The petition mentions that teachers employed by charter schools during the 2019-20 school year shall have until July 1, 2025, to obtain the certificate required for the teacher's certificated assignment. No teachers were employed during 2019-20.</p>	P. 120	<p>ERMHS, nursing, audiological, deaf and hard of hearing, teacher for visually impaired, etc.)</p> <p>4. No, not applicable.</p>
II-F		X	<p>Health and Safety of pupils and staff:</p> <p>1. The petition says the school will provide one free meal to needy students, per federal lunch program, without indicating how the school will meet the AB 130 meals for all requirements. See EC 49501.5(a)(2), which requires up to two meals a day for every student who requests them, regardless of FRL status. The budget narrative says the budget accounts for the Universal Meal Program, but there is no description of the required offering in the petition. This obligation applies, starting with the 2022-2023 school year per EC 49501.5(a)(2).</p>	P. 125, 204	<p>1. Yes. The MOU can provide indications that the school will fulfill the AB 130 requirements.</p>
II-G		X	<p>Racial and Ethnic balance:</p> <p>1. CAAT will reflect the diversity of the general population residing within the jurisdiction of BCSD. Over 75% of projected CAAT students=SED. BCSD's average SED rate=92.8%</p>	P. 129 P. 12.	<p>1. No. Description of demographics of CAAT doesn't reasonably reflect the general demographics of BCSD.</p>
		X	<p>2. CAAT's enrollment priorities ((siblings, children of employees, BCSD students., Franklin students) Not reflective of BCSD general population.</p>	P. 20. P. 132	<p>2. Yes. Revise enrollment priorities in MOU.</p>

II-G		X	3. Petition does not include the provision for transportation. Lack of transportation will pose a barrier for homeless and foster youth. Families without their own transportation will not have equal access to the charter school. No description of how students will get home from after-school or intervention programs. Does the charter intend to exclude low-income students without access to transportation?	P. 170	3. Yes. MOU could describe how students without transportation will be supported to ensure equal access to enrollment.
II-H		X	Admission Requirements: 1. Using Franklin Elem School in BCSD as SB 740 comparison for facilities grant. However, enrollment priorities list Franklin students #4 on the priority list. Disingenuous. 2. While the petition says there is no weighted priority assigned to listed admissions preferences, the vacant/available seats are filled from each preference, in descending priority, resulting in siblings and students of CAAT staff having a higher priority than general students of the district. The admission preference for students residing in the district is a statutory requirement [EC 47605(e)(2)(B)] and a statutorily mandated preference should be a higher preference than discretionary preferences.	P. 132	1-2. Yes. Revise enrollment priorities.
		X		P. 132	2. Yes. MOU could revise admission preferences.
II-I	X		Audit Processes and problem resolution:		
II-J		X	Suspension and expulsion process: 1. The petition indicates the expulsion decision of the CAAT board is final with no appeal. This violates the concept of and requirement for due process under both federal and state rules. (EC 48919). 2. Under enumerated offenses for suspension and expulsion of students, item. K states: <i>“Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, or other school officials”</i> and notes that <i>“this section shall only apply to students in any of grades 9-12 inclusive.”</i> However, the petition does not clarify that 9-12 students may not be expelled for willful defiance or that grade 6-8 students may not be suspended for such. EC (48901.1) 3. Petition is missing rights of foster youth in regard to expulsion and the provision of notice of the hearing to Foster Youth Students’ Attorneys and representatives of the county child welfare agency. EC 48918.1.	P. 155	1. Yes. MOU to require the charter to provide for an appeal to the KCBE.
		X		P. 139	2. Yes. The MOU can address suspension and Expulsion offenses per EC 48901.1.
		X		P. 149	3. Yes. MOU can address Foster Youth expulsion procedures per EC 48918.1.

II-J		X	4. The Petition does not include reasonably comprehensive description for what would constitute an involuntary transfer.	P. 137	4. Yes. MOU can provide clarification of what would constitute an involuntary transfer.
II-K	X		Retirement coverage for employees:		
II-L	X		Attendance alternatives for students:		
II-M	X		Rights of district employee transfer:		
II-N	X		Dispute resolution:		
II-O		X	Closure Procedures: 1. Closure protocols include disposition of assets according to corporate Articles of Incorporation, which are not provided. Appendix D does not include Articles of Incorporation, as indicated in table of contents.	P. 182, Table of Contents	1. Yes. MOU to include the Articles of Incorporation.
		X	2. The proposed disposition is as follows: "shall be distributed in accordance with the Articles of Incorporation upon the dissolution of the non-profit public benefit corporation 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." While this proposed disposition may comply with nonprofit corporation laws, staff believes California public education funds should at all times remain inside the public education family, such that any remaining assets should be distributed to a California public school district or operating California charter school. Any other distribution should be viewed as an improper distribution of public funds.	P. 166	2. Yes. MOU to ensure remaining assets are distributed to a California public education agency including public schools and/or charter schools.
SUPPLEMENTAL CRITERIA					
Item #	Requirements:		If Not Met: Factual Findings	Petition Page #	Can finding be addressed in MOU? If yes, describe
	Met	Not Met			
III-A	X		Unlikely to serve the interests of the entire community		
III-B	X		BCSD is not positioned to absorb the fiscal impact		

III-C	X		Private School provision:		
III-D		X	Charter School Identification (proposed site and grade levels) 1. Facilities are uncertain at this time, although there was a location identified during the BCSD review. Given the unfortunate, sad and untimely demise of the Lessor, the continued availability of the proposed premises is uncertain.	P. 176	1. Yes. MOU to ensure appropriate facilities or alternative facility can be identified for review, on an as-needed basis.
III-E		X	Proposed Operation and Potential Effects: (facilities, administrative services, potential civil liability effects): 1. There are no plans for how/where to deliver PE as required. There is no mention how this facility will be used to provide required PE, nor any other facility referenced for such purpose. Appendix B discusses a day in the life of a CAAT student, mentioning PE but not providing any description of how or where it is to be offered or provided.	Appendix B.	1. Yes. MOU to outlines how PE will be provided, including where, can be specified.
		X	2. Pg. 12: "During intersession, students will continue to work with support staff...." Will the charter receive ADA? No teaching staff.	P.12	2. Yes. MOU to ensure that intercession sessions are appropriately staffed and are compliant with ADA requirements.
III-F		X	Budget Financial Statements: 1. SPED teachers receive \$15K less than credentialed teachers?	Appendix F.	1. Yes. MOU can explain or revise.
		X	2. Funding is based on ADA, what evidence exists that suggests the petitioner, CAAT, can generate an enrollment of 390 and then growth of 20.4%, 16.9%, 14.4%. In-lieu of property taxes should be \$742 not \$848 per ADA based on the apportionment schedule.	Appendix F., Sec. A	2. Yes. MOU can require budget revisions, as needed.
		X	3. Cash flow and projections for the first three years in Appendix F clearly demonstrates a cash flow issue in the 1 st and 2 nd year. The calculations for monthly revenue minus monthly expenditures does not calculate correctly. Cash becomes dangerously low many times across the first two fiscal years and is not sufficient cash to support any possible emergency expenditures. It also appears the cash flow projections for federal programs are overly optimistic in their timing of revenue received.	Appendix F, Sec. F	3. No. Budget revisions would be required outside of the Petition timelines.

III-F		X	4. The budget for Books and Supplies for the first two years appears low at \$165 per ADA and would not be adequate to provide sufficient Materials. (object 4100 instructional materials, 4200 reference materials, 4300 supplies and 4400 non-capitalized equipment). Repairs and maintenance on building and tenant improvement budgets appear low for a facility not set up for classes for students.	Appendix F., Sec. B,C	4. No. Budget revisions would be required outside of Petition timelines.
		X	5. Minimum Reserve Level: There is not a division between restricted and unrestricted expenditures or for the ending balance. The district minimum reserve percentage cannot be determined without an unrestricted ending fund balance number. Based on the Charter Petition, it states the CAAT will not have sufficient reserves until 3 rd year out.	Appendix F.	5. Yes. MOU to revise budgets to separate restricted and unrestricted funding/expenses.
		X	6. No insurance or hold harmless agreement provided.	P. 169	6. Yes. MOU to ensure that agreements to be provided.
III-G	X		Charter Term:		
III-H	X		Material revisions/authorizer limitations:		
Assurances?	Met				