July 16, 2014

TO: Santa Clara County Board of Education

FROM: Toni Cordova
Chief Strategy Officer

VIA: Mary Ann Dewan, Ph.D.
Interim County Superintendent of Schools

SUBJECT: MOU between Santa Clara County Office of Education and Sunrise Charter School

Associated Goals
Goal 1: Improve student equity and reduce access discrepancies to high quality education
Goal 2: Provide support to districts, communities, schools, and students

Background
On March 19, 2014, the Santa Clara County Board of Education (SCCBOE) renewed the charter for Sunrise Charter School. The renewal petition was received on appeal following denial by the San José Unified School District. Upon renewing the charter, the Santa Clara County Board of Education requested that an MOU be drafted and entered into with Sunrise Charter School to include special conditions mandated by the SCCBOE’s approval of the charter petition.

Staff has worked with Sunrise Charter School to develop these special conditions. Attached is the MOU signed by Sunrise Charter School. The conditions of approval can be found as items “a” through “e” in Section VII of the agreement, pages 10-11.
MEMORANDUM OF UNDERSTANDING

Oversight, Financial and Operational Memorandum of Understanding
Between the Santa Clara County Office of Education and
Sunrise Charter School

I. GUIDING PRINCIPLES OF THIS MEMORANDUM OF UNDERSTANDING:

- The Santa Clara County Board of Education (SCCBOE), Santa Clara County Office of
  Education (SCCOE), and their authorized charters strive to have a partnership that
  exemplifies best practices with respect to the authorizer-charter relationship.
- This Memorandum of Understanding ("MOU") is an Oversight and Operational
  agreement that outlines and defines the Parties' respective operational and reporting
  responsibilities.
- This MOU is aligned with the letter and intent of the California Charter Schools Act:
  accountability and oversight with minimal bureaucracy, with the primary intent to clarify
  the monitoring and oversight expectations and responsibilities.
- By approving the charter petition, the SCCOE assumes the oversight of the Charter
  School in accordance with the Charter Schools Act. The requirements outlined in this
  MOU allow the Santa Clara County Board of Education and SCCOE to effectively
  oversee charter schools.
- The Charter School is operated by a Non-Profit Organization and all obligations
  imposed herein on the Charter School are equally imposed on the Non-Profit
  Organization.
- The Santa Clara County Board of Education, SCCOE, and their authorized charters
  recognize that not all requirements governing charter-charter authorizer relations,
  reporting, and oversight are memorialized herein, and therefore, the parties to this
  Agreement agree that they are bound by and will comply with the Education Code, and
  all other applicable statutes, rules and regulations in addressing any matters not
  specifically addressed in this MOU.

II. PARTIES

This MOU constitutes an agreement between the SCCOE and Sunrise Charter School a
California non-profit public benefit corporation (hereinafter "Charter School").

III. BACKGROUND

The SCCBOE first granted a charter to Sunrise Charter School on March 19, 2014, pursuant
 to the terms of the Charter Schools Act of 1992 ("Charter School Act") (Education Code
 §47600 et. seq.). This MOU is intended to outline the Parties' agreements governing their
 respective fiscal, operational, and administrative responsibilities, their legal relationship, and
 other matters not otherwise addressed or resolved in the terms of the charter.

IV. TERM

This MOU shall commence on the date upon which it is fully executed by the duly
 authorized representatives of the parties and shall stay in effect for the term of the charter
 which is June 30, 2019. This MOU may be reviewed annually, and may be amended or
 augmented by addendum at any time upon mutual written agreement. The Charter School's
 renewal of this MOU after the expiration of the term shall be subject to renewal of the
Charter School’s charter, and compliance with the terms of this MOU, SCCOE policy, and applicable law.

V. RESPONSIBILITIES OF THE PARTIES

A. The Role of the SCCOE in Overseeing the Charter School

The SCCOE Board believes that charter schools provide an opportunity to implement accountability-based school-level reform, support innovation which improves student learning, and provide choice for parents. In order to ensure the effectiveness of this effort, SCCOE will perform oversight functions mandated by State law.

Annually, staff from SCCOE that perform monitoring functions-approved charter schools and representatives of SCCOE-approved charter schools will meet to refine and/or improve monitoring processes and objectives.

For regular charter school monitoring, SCCOE staff will endeavor to not make any untimely or last minute special requests.

Monitoring visits will be made once or twice a year by the SCCOE to the Charter School. The Charter School will make available during these visits any and all documents and information requested by SCCOE and that are disclosable under applicable law, in order to fulfill its oversight responsibility, either in hard copy or electronically as SCCOE may reasonably request. The Charter School will host the SCCOE in its monitoring visits and work to be as helpful as possible as the SCCOE fulfills its statutorily mandated monitoring duties.

B. The Charter School’s Responsibilities

It shall be the Charter School’s duty and obligation, at the Charter School’s expense and cost and under the directive of the Charter School’s governing body to manage, operate, and administer the Charter School. The Parties agree that, at all times, the Charter School remains accountable and subject to the oversight of the SCCOE as provided in the Charter Schools Act, the Charter Petition, and this MOU as appropriate and consistent with applicable state laws.

1. Funding Sources

The Charter School will receive funding from the State directly. External resources of the Charter School will be considered in the Charter School’s financial records upon receipt. Funding shortfalls will be the responsibility of the Charter School; however, any debt issuance by or on behalf of the Charter School must be reported to the SCCOE staff assigned for fiscal review and monitoring, including financial details and conditions of such debt. The Charter School is fully responsible for collecting the funding entitlement generated from in lieu of property taxes directly from the district(s) in which the student(s) attending the Charter School reside, and for providing sufficient support documentation to the district(s) to ensure the accuracy of the tax billing.

2. Supervisory Oversight Fee

The Charter School will pay 1% of final annual audited charter revenue for the actual costs of supervisory oversight pursuant to Education Code Section 47613.
3. Other Services Fees

The Charter School may opt to contract with the SCCOE for additional services for a fee, including Financial Services, STRS Enrollment and Report Preparation, Library Resources, Payroll Processing, Professional Development, Program Evaluation, School Plan, and Special Education Services. The SCCOE will invoice the Charter School for the cost of general oversight and for additional services on a quarterly basis.

4. Special Education

The Charter School is a part of the El Dorado County Special Education SELPA. Any change in the Charter School’s SELPA affiliation or LEA status for purposes of special education shall require written notification to the SCCOE. If the Charter School wishes to join the SCCOE SELPA, the Charter School must send written notification to the SCCOE SELPA Director by March 15th for the coming school year.

The Charter School is responsible for ensuring that all children with disabilities enrolled in the Charter School receive special education and related services in a manner that is consistent with all applicable provisions of state and federal law, regardless of students’ home district.

The Charter School’s Special Education Responsibilities:

- The Charter School will work to identify students with special needs and refer students through the SST process who have or may have exceptional needs that qualify them to receive services under the Individuals with Disabilities Education Act (IDEA).

- The Charter School as an LEA is responsible to have a full continuum of services to address the needs of students with IEPs and provide a “free and appropriate education” (FAPE) as defined in the IDEA at no cost to the parent/student.

- The Charter School will obtain the cumulative files, prior and/or current individual education plan (IEP) and other special education information on any student enrolling.

- The Charter School will provide appropriate and timely interim placements for students who are new to the Charter School and have IEPs. Students with an existing individualized education program (IEP) are entitled to receive a comparable program on a 30-day "interim placement" basis, unless the parent and school district agree otherwise or the school district does not currently have a service or program specified on the transfer IEP. The interim placement is to begin as soon as the school district verifies the student has an existing IEP and the parent completes the school enrollment process.
• The Charter School will participate in the evaluation and assessment processes to make certain that the appropriate services are provided on an individualized basis for every child with a disability.

• The Education Specialist along with the IEP team will lead development of IEPs, manage IEPs, communicate plans for modifications and accommodations, work with teachers and stakeholders to implement the IEP.

The Charter will develop, maintain and implement policies and procedures to ensure that all parents/guardians are fully informed of their rights, and that families of Special Education students are given copies of the document, Special Education Rights of Parents and Children: Notice of Procedural Safeguards (Revised January 2009). The link for this document is http://www.cde.ca.gov/sp/se/qa/documents/psepg.doc

5. Data Reporting

a. Average Daily Attendance (ADA)

The Charter School will develop an attendance-reporting calendar and maintain an attendance system to record and account for student attendance and average daily attendance (ADA), which meets the requirements of the law. ADA is the total number of actual apportionment student days of attendance divided by the number of school days to determine the amount of revenue that is generated. “Attendance” shall mean the attendance of the Charter School pupils while engaged in educational activities required of them by the Charter School, as defined in Section 11960 of Title 5 of the California Code of Regulations and other applicable law. The Charter School will report their ADA summary figures to the SCCOE on a monthly basis, and the SCCOE will report the ADA data to the California Department of Education (CDE) as required to enable the Charter School to receive the funding specified in this contract. Monthly reports are due two weeks after the school month ending date. The Charter School will provide SCCOE with the district-of-residence for all enrolled students.

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<tr>
<th>Reporting Requirements</th>
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<tr>
<td>Month 1 – ADA summary report</td>
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<tr>
<td>20 Day Attendance Report (only applicable to schools that are new or adding one or more grade levels)</td>
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<tr>
<td>Month 2 – ADA summary report</td>
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<tr>
<td>Month 3 – ADA summary report</td>
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<td>Month 4 – ADA summary report</td>
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<td>P-1 ADA Report</td>
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<td>Month 5 – ADA summary report</td>
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<td>Month 6 – ADA summary report</td>
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<td>Month 7 – ADA summary report</td>
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<td>Month 8 – ADA summary report</td>
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<td>P-2 ADA Report</td>
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<td>Month 9 – ADA summary report</td>
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<tr>
<td>Month 10 – ADA summary report</td>
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<tr>
<td>Month 11 – ADA summary report</td>
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<tr>
<td>P-Annual ADA Report</td>
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The Charter School shall make available for SCCOE review and audit of all supporting attendance documents, including approved weekly site-based attendance sheets, and evidence of contact made with parents or guardians when students are absent from school, e.g. parent contact logs, absence notes, phone logs, etc., as requested.

b. Enrollment
The Charter School shall obtain a CDS code number from the CDE and complete and submit enrollment and other necessary demographic information to the SCCOE, to the California Longitudinal Pupil Achievement Data System (CALPADS), and to the California Basic Education Data System (CBEDS) consistent with State timelines and requirements.

c. Recruitment and Enrollment
The Charter School’s recruitment and enrollment processes shall be as described in the charter petition. The Charter School will maintain on its website instructions for applying and information on the public random drawing and enrollment processes. Any procedures used to verify student residency must comply with State and Federal law, and must not discriminate against students or prospective students based on nationality or national origin.

d. Annual Report to the Santa Clara County Board of Education
The Charter School shall post the School Accountability Report Card (SARC) to its website by February 1st and submit an electronic copy of the SARC to the SCCOE’s Charter Department. The Charter School will also provide an Annual Report presentation to the SCCBOE inclusive of the template of topics identified by the SCCBOE. The SCCBOE-approved charter schools will provide input and suggestions on template topics as desired.

e. Employee Retirement Systems
Should the Charter School elect to allow qualified employees to participate in the California State Teachers’ Retirement System (STRS), the Charter School will indicate if it chooses to use the SCCOE fee-for-service option to prepare service credit and remittance reports to be transmitted to SCCOE District Business Advisory Services (DBAS). DBAS will in turn process and transmit to STRS required information and remittances. If however, the Charter School elects to develop the required reports for submittal to SCCOE DBAS, it will indicate in writing this decision. Further, in a separate agreement, the Charter School may elect to have SCCOE DBAS journal voucher transfers of required remittances to STRS. SCCOE DBAS will provide appropriate back-up documentation to verify amounts remitted. Should the Charter School choose an alternative retirement plan for its classified staff instead of the California Public Employees’ Retirement System (PERS), the Charter School would be responsible for the monthly remittance directly to the plan.

f. Board Agendas and Minutes
In compliance with the Brown Act, all School Board of Trustee meeting agendas will be posted on the Charter School’s website concurrent with the physical posting of the agenda. All approved meeting minutes will be posted on the
Charter School’s website. The Charter School agrees to comply with all provisions of the Brown Act, including any jurisdictional limitations.

6. **Budget and Finance**

For purposes of fiscal monitoring and oversight, “charter revenues” are to include all sources that exist and that are used to ensure the solvency of the Charter School and that would be defined as “Operational Funding” identified in *Education Code Section 47632*(g).

The Charter School shall prepare and submit the following reports (with supporting assumptions and comments) to the SCCOE each year in compliance with Education Code Section 47604.33:

<table>
<thead>
<tr>
<th>Reporting Requirements</th>
<th>Due Date</th>
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<tbody>
<tr>
<td>Adopted Budget</td>
<td>On or before June 30th of prior fiscal year</td>
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<tr>
<td>Interim (July 1 thru October 31)</td>
<td>On or before December 15th</td>
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<td>2nd Interim (July 1 thru January 31)</td>
<td>On or before March 15th</td>
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<td>Unaudited Actuals</td>
<td>On or before September 15th of following fiscal year</td>
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All reports as listed in the Reporting Requirements above will be submitted and certified in the SACS or Alternative Form format.

In addition to the statutorily required reports listed above, the SCCOE is requiring the following as part of its ongoing fiscal monitoring:

- Monthly- Bank statements, if funds are not held by the Santa Clara County Treasurer
- Monthly – Reconciliation report of the month bank statements
- Monthly – Financial system generated balance sheet
- At Budget and Interim Reporting Period – Cash-flow projections for the subsequent 12 months

7. **Audit**

The annual independent audit of the Charter School required by Education Code Section 47605(m) shall be performed. Any findings, recommendations, or deficiencies shall be reported to the SCCOE and resolved pursuant to the terms of the charter. The Charter School shall immediately forward a copy of the audit to the SCCOE upon receipt of the final audit findings in accordance with state timelines.

8. **Indemnity**

The Charter School shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the SCCOE, its officers, directors, and employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter “SCCOE and SCCOE Personnel”) from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against SCCOE and/or SCCOE
Personnel, that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, the operations or services of the Charter School or any acts or errors or omissions by the Charter School, its board of directors, administrators, employees, agents, representatives, volunteers, successors and assigns (collectively “the Charter School”). This indemnity and hold harmless provision shall exclude actions brought by third persons against the SCCOE arising out of acts of misconduct or the sole negligence of the SCCOE.

9. **Insurance.**

a. Without in any way limiting Charter School’s liability pursuant to the “Indemnification” section of this Agreement, Charter School shall procure and maintain during the full term of this Agreement the following insurance amounts and coverage:

i. Commercial General Liability Insurance with limits not less than $5,000,000 (five million dollars) each occurrence and $10,000,000 (ten million dollars) in the aggregate for Bodily Injury, Property Damage, Personal & Advertising Injury, Products & Completed Operations including coverage for claims of sexual abuse and molestation with the same limits.

ii. Automobile Liability Insurance with limits not less than $5,000,000 (five million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired automobiles.

iii. Workers’ Compensation Insurance as required by the State of California with Statutory limits and with Employer’s Liability limits not less than $1,000,000 (one million dollars) each accident.

iv. Directors and Officers Errors and Omissions (D & O) Insurance with limits not less than $2,000,000 (two million dollars) each occurrence or claim and in the aggregate.

v. Crime coverage for losses resulting from employee dishonesty naming the SCCOE as a loss payee with limits of no less than $500,000 (five hundred thousand dollars) per occurrence. Such coverage should be primary and noncontributory to any other coverage available to SCCOE with respect to claims arising out of Charter School’s performance under this Agreement.

b. All policies shall be written on an occurrence basis, except as otherwise provided for in this subsection. Coverage may be provided on a claims-made form, provided that the following requirements are met:

i. The retroactive coverage date shall be shown, and shall commence before the beginning of any Charter School operations and/or performance under this Agreement.

ii. Charter School shall maintain the required coverage throughout the term of this Agreement and, without lapse for a period of three (3) years beyond the expiration or termination of this Agreement, such that should occurrences during the Agreement term give rise to claims made after expiration or termination of the Agreement, such claims shall be covered. Certificates and endorsements are required to be submitted annually.

iii. If coverage is cancelled or non-renewed, and not replaced with another claims-made form with a retroactive date prior to the beginning of any
Charter School operations and/or performance under this Agreement, Charter School shall purchase an extended reporting period for a minimum of three (3) years after the expiration or termination of the Agreement.

iv. If requested by the SCCOE, a copy of the policy’s claims reporting requirement, or any other policy documents, shall be provided.

c. Commercial General Liability policy must provide the following:
   i. Name as Additional Insured by endorsement the Santa Clara County Office of Education, its Board, officers and employees.
   ii. That such policy is primary and non-contributory to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against who claim is made or suit is brought.

d. All policies shall provide thirty (30) days advance written notice to SCCOE of cancellation, non-renewal or reduction in coverage to the following office:
   Office of Innovative Schools
   Santa Clara County Office of Education
   1290 Ridder Park Drive
   San Jose, CA 95131

e. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs are included in such general annual aggregate limit, such annual aggregate limit shall be double the occurrence or claims limits specified above.

f. The insurance requirements under this Agreement shall be the greater of (1) the minimum limits and coverage specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements stated hereinabove are sufficient to cover the obligations of the Charter School under this Agreement.

g. Waiver of Subrogation. Charter School agrees to waive subrogation with respect to each insurance policy maintained under this Agreement. When required by an insurer, or if a policy condition does not permit Charter School to enter into a pre-loss agreement to waive subrogation without an endorsement, then Charter School agrees to notify insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Charter School enter into a waiver of subrogation on a pre-loss basis. Charter School shall promptly notify District of any such express prohibition or condition in any applicable policy which may void coverage.

h. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until SCCOE receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the District may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

i. Before commencing any operations under this Agreement, Charter School must provide the SCCOE with the certificates of insurance, and additional
insured endorsement, with insurers satisfactory to the District, evidencing all lines of coverage set forth above, and shall furnish complete copies of policies promptly upon the SCCOE’s request. Charter School also understands and agrees that SCCOE may withhold payment for services performed for any violations of the insurance provisions of this Agreement.

j. Approval of the insurance by SCCOE shall not relieve or decrease the liability of Charter School hereunder.

10. Litigation

The Charter School shall notify the SCCOE of any actual litigation from any party against the Charter School or any employee, including any Special Education complaint, or due process hearing.

11. School Name

The Charter School shall be known as Sunrise Middle School. The Charter School may not change its name, nor operate under any other name, without the prior express written approval of the SCCOE.

VI. CONSTRUCTION AND SEVERABILITY

A. Amendments

This agreement may be amended or modified, in whole or in part, only by a negotiated, signed agreement.

B. Severability

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

C. Notifications

All notices, requests, and other communications under this agreement shall be in writing and mailed to the proper addresses as follows:

To the Superintendent at:        To the Charter School at:
County Superintendent of Schools  Teresa Robinson, Director
Santa Clara County Office of Education  Sunrise Middle School
1290 Ridder Park Drive            1155 E. Julian Street
San Jose, California 95131       San José, CA 95116

VII. SPECIAL TERMS AND CONDITIONS

Local Funding Formula
Charter School acknowledges and agrees that it must comply with all applicable laws and regulations related to AB 97 (Local Control Funding Formula), as they may be amended from time to time, which include the requirement that Charter School submit a Local Control and Accountability Plan (LCAP) to the Charter Schools Division and the Santa Clara County
Superintendent of Schools on or before July 1, 2014. In accordance with California Education Code §§ 47604.33 and 47606.5, Charter School shall annually update its goals and annual actions to achieve those goals identified in the charter pursuant to Education Code § 47605(b)(5)(A)(ii), using the Local Control and Accountability Plan template to be adopted by the State Board of Education. Charter School shall submit its annual update to the Charter Schools Division on or before July 1 of each applicable year, beginning in 2015. Charter School shall comply with all requirements of Education Code § 47606.5, including but not limited to the requirement that Charter School “shall consult with teachers, principals, administrators, other school personnel, parents, and pupils in developing the annual update.” § 47606.5(e).

Charter School shall extend its uniform complaint procedure to complaints pursuant to the local control funding formula. (Cal. Educ. Code section 52075).

Local Control and Accountability Plan - In accordance with California Education Code §§ 47604.33 and 47606.5, Charter School shall include in its annual update a “listing and description of the expenditures for the fiscal year implementing the specific actions included in the charter as a result of the reviews and assessment required by paragraph (1)” of EC § 47606.5(a). These expenditures shall be “classified using the California School Accounting Manual pursuant to Section 41010.” EC § 47606.5(b)

**SCCBOE Conditions for Approval**
The Charter School will comply with the following requirements to meet the Santa Clara County Board of Education’s conditions for approval.

a. By August 15, 2014, the Charter School must provide the following information:
   i. A curriculum framework that is specific and includes how it will implement the common core standards in core subject areas and how it will respond to the specialized learning needs of targeted students based on its mission statement. The curriculum framework will include a curriculum map with guide that defines the content, standards, and student learning objectives for each core area and appropriate pedagogy to support the individualized learning needs of targeted students.
   ii. A professional development plan that explicitly states how teachers will be trained in how they will align the common core state standards to the core curriculum, the Next Generation Science Standards and English Language Development standards.
   iii. Articulation of the strategies to support the individualized learning needs of at-risk students and English learners and to accelerate learning for below-grade-level students.
   iv. Written EL reclassification and EL progress monitoring procedures that are in compliance with CDE guidelines and Education Code 313[d].

b. The Charter School will provide annual data on student progress demonstrating growth using recognized assessment systems (such as NWEA or Scantron) of the school’s choosing.

c. The Charter School is required to maintain a reserve balance for economic uncertainties not less than 10% in all years covered by this agreement.
d. It is understood that the Charter School intends to implement the following:
   i. Sunrise Middle School Mathematics Plan (Including Sunrise Middle School Strategic Math Plan for 2014-15 and Sunrise Middle School Math Response to Intervention)
   ii. Reading Intervention (Project READ/Read 180), Barton Reading & Spelling Program
   iii. Differentiated Instruction Classroom Observation Form or another teacher observation form that includes a focus on differentiation as well as on the implementation of Common Core strategies.
   iv. Two hours of English Language Arts Instruction daily (110 minutes per day)
   v. Two hours of Mathematics instruction daily and access to at least one technology based system, with $20,000 budgeted per year on technology. (9 hours per week)

e. Sunrise Charter School agrees not to appeal any decision by the Santa Clara Board of Education to revoke the charter if the Charter School demonstrates unsatisfactory progress, as compared to San Jose Unified School District, in more than two of these five areas, beginning in 2015-16, and one of these five areas, beginning in 2016-17:
   i. The performance of the school's Latino students falls 5 percentage points below that of the district's Latino students on the California Assessment of Student Performance and Progress SBAC(“CAASPP”).
   ii. The performance of the school's socio-economically disadvantaged students falls 5 percentage points below that of the district's socio-economically disadvantaged students on the California Assessment of Student Performance and Progress SBAC(“CAASPP”).
   iii. The performance of the school's Students with Disabilities falls 5 percentage points below that of the district's Students with Disabilities on SBAC(“CAASPP”).
   iv. The performance of the school's English Learners falls 5 percentage points below that of the district's English Learners on SBAC(“CAASPP”).
   v. The performance of the school's English Learners falls 5 percentage points below that of the district's English Learners on CELDT.

VIII Notice of Violation, Opportunity to Remedy and Revocation

SCCOE may provide notice of violation, opportunity to remedy, and revoke the charter as set forth in Education Code §47607, its implementing Regulations, and SCCOE Policy.

This Agreement contains the entire agreement of the parties with respect to the matters covered hereby, and supersedes any oral or written understandings, agreement or agreements between the parties with respect to the subject matter of this Agreement. No person or party is authorized to make any representation 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. The parties further recognize that this Agreement shall only be modified in writing by the mutual agreement of the parties.

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

By: ________________________________ Date: ______________
    Authorized SCCOE signature

By: ________________________________ Date: ______________

Sunrise Charter School

[Name, Title]  

Date: 6-30-14