



LOS ANGELES UNIFIED SCHOOL DISTRICT POLICY BULLETIN

TITLE: Cumulative Records for Public School Choice and Charter Schools

NUMBER: BUL-5528.0

ISSUER: Michelle King, Senior Deputy Superintendent
School Operations

José Cole-Gutiérrez
Director, Charter Schools

DATE: June 29, 2011

PURPOSE: The purpose of this Bulletin is to clarify the procedure for providing cumulative records to charter schools that are conversion charter schools or were chartered as part of Public School Choice.

MAJOR CHANGES: This is a new Bulletin.

GUIDELINES: All schools, including charter schools, are responsible for maintaining accurate and complete pupil records in accordance with applicable laws and regulations. In order to ensure a smooth transition for enrolling students as well as compliance with federal and state laws regarding pupil records confidentiality, retention, and destruction, the following guidelines apply.

Any affiliated charter school, independent conversion charter school or a charter school awarded through the Public School Choice (PSC) initiative by the District's Board of Education may receive pupil record information of students who previously enrolled in the school and will continue at the school or of students who will enroll given the feeder pattern and charter provisions requiring the charter school to enroll students within the attendance area.

1. If the affiliated charter school, independent conversion charter school, or charter school awarded through PSC and the District have signed the Agreement to Maintain Pupil Records (Attachment A), the charter school may maintain the original pupil records of enrolling students, as described above.
2. If the affiliated charter school, independent conversion charter school, or charter school awarded through PSC has not signed the Agreement to Maintain Pupil Records, the charter school may receive copies of pupil records of enrolling students, as described above. Copies may be provided in electronic format.

ROUTING

Local District
Administrators
Principals
Assistant Principals
Local District Counseling
Coordinators
School Administrative
Assistants



LOS ANGELES UNIFIED SCHOOL DISTRICT POLICY BULLETIN

All schools outside of LAUSD are responsible for maintaining these cumulative records in perpetuity as well as storing and safeguarding them for future retrieval.

Upon any charter school closure, pupil records must be returned to their respective LAUSD Local District office. Further information on types of charter schools including roster names may be found online at: www.LAUSD.net ► Schools ► Charter Schools Roster.

LEGAL AUTHORITY: 20 U.S.C. section 1232g; 34 C.F.R. Part 99
California Education Code section 49061 *et seq.*
California Code of Regulations, Title V, sections 431, 432, 437, 16023-16027

RELATED RESOURCES: The following documents may be used as references:

Cumulative Record Handbook for Secondary Schools, Office of Data & Accountability and Office of Curriculum, Instruction & School Support, July 2008.

Cumulative Record Handbook for Elementary Schools, Office of Data & Accountability and Office of Curriculum, Instruction & School Support, July 2008.

ASSISTANCE: For assistance or further information, please contact the Innovation and Charter Schools Division at 213-241-2487, the Office of Curriculum, Instruction & School Support at 213-241-5333, Elementary SIS at 213-241-4617 or Secondary SIS at 213-241-4850.



LOS ANGELES UNIFIED SCHOOL DISTRICT POLICY BULLETIN

Attachment A

Agreement to Maintain Pupil Records

By and Between

The Los Angeles Unified School District

And

_____ Charter School

Parties

1. The Los Angeles Unified School District (the “District”) is a public school district organized and existing under and pursuant to the constitution and laws of the State of California and with a primary business address at 333 South Beaudry Avenue, Los Angeles, California 90017.
2. _____ Charter School (“Charter School”) is a charter school approved by the Los Angeles City Board of Education (a) as an affiliated charter school (b) under the Public School Choice initiative, or (c) as a conversion independent charter school that is operated by/as a nonprofit public benefit organization organized and existing pursuant to the constitution and the laws of the State of California and with a primary business address at _____.

Purpose

3. The Purpose of this Agreement is to set forth terms and conditions for the retention and maintenance of pupil record information.

Duties

4. The District agrees to permit Charter School to retain and maintain the pupil record information of students continuing enrollment in and enrolling in Charter School, subject to the terms of this Agreement. The District agrees to provide notice to Charter School of the need to access pupil record information.
5. Charter School agrees to perform the following duties:
 - a. Charter School agrees to retain and maintain the pupil record information of students continuing enrollment in and enrolling in Charter School in accordance with all applicable federal and state laws, regulations, and the Charter and related agreements, including Title V, California Code of Regulations sections 431, 432, 437, 16023-16027.
 - b. Charter School agrees and understands that the District shall have immediate access



LOS ANGELES UNIFIED SCHOOL DISTRICT POLICY BULLETIN

to pupil record information and access shall be provided immediately or as soon as practicably possible, but no later than two business days from the District's request.

- c. Charter school agrees that if the Charter School dissolves, closes, or otherwise discontinues operation, Charter School shall transfer pupil records to their respective LAUSD Local District office immediately to ensure continuity of education for affected pupils.

TERM

7. This Agreement shall be coterminous with the charter.

GENERAL PROVISIONS

8. Remedies.

8.1. Injunctive Relief. The parties agree that Student Record Information is of a special character, such that money damages would not be sufficient to avoid or compensate the District, its employees, agents and students for any unauthorized use or disclosure thereof, and that injunctive and other equitable relief would be appropriate to prevent any actual or threatened unauthorized use or disclosure. This remedy may be pursued in addition to any other remedies available at law or in equity, and Recipient agrees to waive any requirement for the securing or posting of any bond. In the event of litigation to enforce any provision hereof, the prevailing party will be entitled to recover all costs, including its reasonable attorneys fees and costs, incurred in connection with the litigation.

8.2. Five-Year Bar. If the District determines, or is made aware of a determination by any other governmental agency, that Recipient has disclosed any Student Record Information in violation of this Agreement, or has maintained any Student Record Information in violation of this Agreement, then without prejudice to any other rights or remedies the District may have, the District shall be entitled to prohibit Recipient from accessing any Student Record Information for a period of five (5) years or more, as determined by the District in its sole discretion.

9. Indemnification. Recipient agrees to indemnify and hold harmless the District, its employees, agents, subcontractors, affiliates, officers and directors from, and defend the District against, any liability or expenses (including reasonable attorneys' fees and costs) arising out of or relating to: (a) any unauthorized or unlawful disclosure of Student Record Information by Recipient; or (b) any breach of this Agreement by Recipient.

10. Required Notice. Recipient shall notify the District immediately upon discovery of any unauthorized use or disclosure of Student Record Information, and will cooperate with the District in every reasonable way to assist the District in regaining possession of the Student



LOS ANGELES UNIFIED SCHOOL DISTRICT POLICY BULLETIN

Record Information, mitigating the consequences of its disclosure, and preventing its further unauthorized use.

11. GOVERNING LAW. The validity, interpretation and performance of this agreement shall be determined according to the laws of the State of California.

-DISTRICT-	-CHARTER SCHOOL-
SCHOOL: _____	
BY: _____ (Principal or Other Administrator)	BY: _____
NAME: _____	NAME: _____
POSITION: _____	POSITION: _____
DATED: _____	DATED: _____