



Renewal Charter Petition for
Downtown Value School

Submitted by Value Schools

September 22, 2016

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Assurances, Affirmations, and Declarations

Downtown Value School (also referred to herein as “Downtown Value”, “DVS” and “Charter School”) shall:

- Be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code (hereinafter “Ed. Code”) § 47605(d)(1).)
- Not charge tuition. (Ed. Code § 47605(d)(1).)
- Not discriminate against any pupil on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code. (Ed. Code § 47605(d)(1).)
- Except as provided in Education Code section 47605(d)(2), admission to a charter school shall not be determined according to the place of residence of the pupil, or of his or her parent or legal guardian, within this state, except that an existing public school converting partially or entirely to a charter school under this part shall adopt and maintain a policy giving admission preference to pupils who reside within the former attendance area of that school. (Ed. Code § 47605(d)(1).)
- Admit all pupils who wish to attend Charter School. (Ed. Code § 47605(d)(2)(A).)
- Except for existing pupils of Charter School, determine attendance by a public random drawing if the number of pupils who wish to attend Charter School exceeds Charter School’s capacity. Preference shall be extended to pupils currently attending Charter School and pupils who reside in the Los Angeles Unified School District (also referred to herein as “LAUSD” and “District”). (Ed. Code § 47605(d)(2)(B).)
- If a pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, Charter School shall notify the superintendent of the school district of the pupil’s last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card, and health information. (Ed. Code § 47605(d)(3).)
- Meet all statewide standards and conduct the pupil assessments required pursuant to Education Code sections 60605 and 60851 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non-charter public schools. (Ed. Code § 47605(c)(1).)
- Consult, on a regular basis, with Charter School’s parents, legal guardians, and teachers regarding the school’s educational programs. (Ed. Code § 47605(c)(2).)

Charter School hereby declares that Charter School, operated by or as its nonprofit public benefit corporation, is and shall be the exclusive public school employer of Charter School’s employees for the purposes of the Educational Employment Relations Act (EERA), Chapter 10.7 (commencing with Section 3540) of Division 4 of Title I of the Government Code. Charter School shall comply with all provisions of the EERA and shall act independently from LAUSD for collective bargaining purposes. In accordance with the EERA, employees may join and be represented by an organization of their choice for collective bargaining purposes.

NOTE: This Charter contains specific “District Required Language” (DRL), including the Assurances, Affirmations, and Declarations above. The DRL should be highlighted in gray within each Charter element or section. The final section of the Charter provides a consolidated addendum of the DRL. This intentional redundancy facilitates efficient charter petition review while ensuring ready access to the DRL for any given section of the Charter. To the extent that any inconsistency may exist between any provision contained within the body of the Charter and the DRL contained in the addendum, the provisions of the DRL addendum shall control.

Element 1 – The Educational Program

“The educational program of the charter school, designed, among other things, to identify those whom the charter 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.” (Ed. Code § 47605(b)(5)(A)(i).)

“The annual goals for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals.” (Ed. Code § 47605(b)(5)(A)(ii).)

“If the proposed charter school will serve high school pupils, a description of the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the “A” to “G” admissions criteria may be considered to meet college entrance requirements.” (Ed. Code § 47605(b)(5)(A)(iii).)

LOCAL CONTROL FUNDING FORMULA (LCFF) AND LOCAL CONTROL AND ACCOUNTABILITY PLAN (LCAP)

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 shall annually submit a Local Control and Accountability Plan (LCAP)/annual update to the Los Angeles County Superintendent of Schools and the Charter Schools Division (CSD) on or before July 1. In accordance with Education Code sections 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 section 47605(b)(5)(A)(ii), using the Local Control and Accountability Plan template adopted by the State Board of Education, as it may be changed from time to time. Charter School shall comply with all requirements of Education Code section 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.” (Ed. Code § 47606.5(e).)

ACADEMIC CALENDAR AND SCHEDULES

Charter School shall offer, at a minimum, the number of minutes of instruction set forth in Education Code section 47612.5, and the number of school days required by California Code of Regulations, title 5, section 11960.

MATHEMATICS PLACEMENT

Charter School shall comply with all applicable requirements of the California Mathematics Placement Act of 2015.

TRANSITIONAL KINDERGARTEN

Charter School shall comply with all applicable requirements regarding transitional kindergarten. For purposes of admission to Charter School, transitional kindergarten shall be

considered a part of kindergarten, and therefore students enrolled in transitional kindergarten at Charter School shall be considered existing students of Charter School for purposes of Charter School's admissions, enrollment, and lottery.

HIGH SCHOOL EXIT EXAMINATION

Charter School shall comply with the requirements of Education Code sections 60851.5 and 60851.6.

WASC ACCREDITATION

If Charter School serves students in grades 9-12, before Charter School graduates its first class of students, Charter School shall obtain, and thereafter maintain, Western Association of Schools and Colleges (WASC) accreditation.

ENGLISH LEARNERS

Charter School shall identify potential English Learners (ELs) in a timely manner in accordance with all applicable legal requirements. Charter School must provide all English Learners with an effective English language acquisition program that also affords meaningful and equitable access to Charter School's academic core curriculum. Instructional plans for English Learners must be (1) based on sound educational theory; (2) adequately supported with trained teachers and appropriate materials and resources; and (3) periodically evaluated to make sure the program is successful and modified when the program is not successful.

On an annual basis (on or about October 1), Charter School shall submit a certification to the LAUSD Charter Schools Division (CSD) that certifies that Charter School has adopted and is implementing either the LAUSD English Learner Master Plan *or* Charter School's own English Learner Master Plan. If Charter School chooses to implement its own EL plan, the plan shall include, but is not limited to, the following:

- How English Learners' needs will be identified
- What services will be offered
- How, where, and by whom the services will be provided
- How Charter School will evaluate its EL program each year, and how the results of this evaluation will be used to improve the program, including the provision of EL services

Each year, Charter School shall provide to the CSD a report on its annual evaluation of the effectiveness of its EL program. Upon request, Charter School shall provide a copy of its current EL Master Plan to the CSD.

Charter School shall administer the CELDT/ELPAC annually in accordance with federal and state requirements.

Charter School shall reclassify English Learners in accordance with federal and state requirements.

Charter School shall provide parent outreach services and meaningfully inform parents with limited English proficiency of important information regarding Charter School matters to the same extent as other parents.

STUDENTS WITH DISABILITIES

Federal Law Compliance

Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and the Individuals with Disabilities Education Improvement Act of 2004.

Special Education Program

Charter School shall ensure that no student otherwise eligible to enroll in Charter School shall be denied, directly or indirectly, admission due to a disability or to Charter School's inability to provide necessary services. Charter School acknowledges that policies and procedures are in place to ensure the recruitment, enrollment, service, and retention of students with disabilities at LAUSD-authorized charter schools, including Charter School.

Prior to LAUSD Board of Education approval, Charter School shall execute a Memorandum of Understanding ("MOU") by and between LAUSD and Charter School regarding the provision and funding of special education services consistent with the requirements of the LAUSD Special Education Local Plan Area ("SELPA") Local Plan for Special Education.

SELPA Reorganization

The Los Angeles Unified School District is approved to operate as a single-District SELPA under the provisions of Education Code section 56195.1(a). As a single-District SELPA, the District has created two charter school sections (District-operated Programs and Charter-operated Programs) under the administration of one single Administrative Unit pursuant to a reorganization plan approved by the Board of Education on January 4, 2011 (149/10-11). Full implementation of the reorganized LAUSD SELPA commenced in the 2013-2014 school year requiring all District-authorized charter schools to elect one of the three options available under the LAUSD SELPA. Prior to an option election, all District-authorized charter schools were required to participate as a school of the District under the District-Operated Programs Unit. Prior to the beginning of the 2013-2014 school year, all District-authorized charter schools, other than those that had previously executed an Option 3 Memorandum of Understanding ("MOU"), were required to execute a new MOU setting forth the LAUSD SELPA option election for the remainder of the charter petition term. The Charter-operated Program schools do not have LEA status for the purposes of special education but will function in a similar role in that each charter school will be responsible for all special education requirements, including but not limited to services, placement, due process, related services, special education classes, and special education supports. Charter schools that have elected to participate in a District-operated programs option may apply for membership in the Charter-operated Program section of the SELPA. Charter schools accepted for participation in the Charter-operated Programs section receive support from a Special Education Director for the Charter-operated Programs.

Modified Consent Decree Requirements

All charter schools approved by the LAUSD Board of Education are bound by and must adhere to the terms, conditions and requirements of the *Chanda Smith* Modified Consent Decree ("MCD") and other court orders imposed upon the District pertaining to special education. The MCD is a consent decree entered in a federal court class action lawsuit

initially brought on behalf of students with disabilities in LAUSD. It is an agreement of the parties approved by the federal court and monitored by a court-appointed independent monitor. The MCD includes nineteen statistically measureable outcomes and facilities obligations that the District has to achieve to disengage from the MCD and federal court oversight. All charter schools are required to use the District's Special Education Policies and Procedures Manual and Welligent, the District-wide web-based software system used for online Individualized Education Programs ("IEPs") and tracking of related services provided to students during the course of their education.

As part of fulfilling the District's obligations under the MCD, student level data requests from District-operated and Charter-operated charter schools are made on a regular basis. The requested data must be submitted in the Office of the Independent Monitor's ("OIM") required format in accordance with the OIM's required timelines and as follows:

- End of Year Suspension

District ID, CSIS ID, last name, first name, date of birth, gender, grade, date of suspension, number of days suspended, and reason for suspension.

- Statewide Assessment Data

The standard file including District ID.

- Norm day

District ID, CSIS ID, last name, first name, date of birth, gender, grade, location code, school name and local district for all students enrolled on norm day.

- CBEDS

- All Students enrolled as of December 1 of each school year

District ID, CSIS ID, last name, first name, date of birth, gender, grade, location code, school name and local district for all students enrolled on norm day.

- Dropout

District ID, CSIS ID, last name, first name, middle name, date of birth, grade, last location, school name and local district

- Monthly SESAC and Suspension data

- Graduation roster from all charter schools with 12th grade students with disabilities

The MCD requires charter schools to implement the District's integrated student information system, which is currently referred to as My Integrated Student Information System (MiSiS). MiSiS is a suite of applications which is designed to capture all District student data. All charter schools are required to utilize MiSiS directly or interface with MiSiS via a web based Application Programming Interface (API) in compliance with the requirements of the MCD and applicable timelines. Upon charter school full utilization of MiSiS either directly or via a web based API, the list of required data above will automatically be captured within MiSiS.

• The contact person for Charter School is:	Ms. Ana Chavez, Principal
• The contact address for Charter School is:	950 W. Washington Blvd, Los Angeles, CA 90015
• The contact phone number for Charter School is:	213-748-8868
• The proposed address or ZIP Code of the target community to be served by Charter School is:	950 W. Washington Blvd, Los Angeles, CA 90015
• This location is in LAUSD Board District:	2
• This location is in LAUSD Local District:	Central
• The grade configuration of Charter School is:	TK-8
• The number of students in the first year will be:	456
• The grade level(s) of the students in the first year will be:	TK-8
• Charter School's scheduled first day of instruction in 2017-2018 is:	August 14, 2017
• The enrollment capacity is: (Enrollment capacity is defined as the total number of students who may be enrolled in Charter School regardless of student residency.)	456
• The type of instructional calendar (e.g. traditional/year-round, single track/multi-track, extended day/year) will be:	Traditional calendar with 200 days of instruction
• The bell schedule for Charter School will be:	8:00 AM – 3:00 PM
• The term of this Charter shall be from:	July 1, 2017 to June 30, 2022

Community Need for Charter School

For nearly fifteen years, Downtown Value School (“DVS”) has been building a special community of dedicated parents, students and staff. By encouraging students, parents, and staff to work together to deliver and experience the best academic and interpersonal environment possible; and by rigorously adhering to research-based pedagogy, Downtown Value School has become an essential part of the Pico-Union community.

Student Population to be Served – Who is the Downtown Value School community?

Demographics – Students and Parents

Category	2013-2014	2014-2015	2015-2016	2016-2017
Free/Reduced Lunch	95.5%	92%	91%*	TBD
Hispanic/Latino Ethnicity	99%	99%	99%*	99%
Parent/Graduate Degree	<1%	2%	1.5%	1.5%
Parent/College Graduate	7%	3%	2%	1.5%

Parent/Some College	7%	11%	11%	8%
Parent/High School Graduate	20%	25%	26%	24%
Parent/Not High School Graduate	66%	44%	43%	41%
Parent/Declined to Respond	N/A	14%	16%	14%

*There was a reporting error in CALPADS which reported the Free/Reduced lunch rate to be 71%; the correct rate for the 2015-2016 school year is 91%. A second reporting error listed 84% of DVS students as Hispanic/Latino; the correct rate for the 2015-2016 school year is 99%. To prevent future errors of this nature, the school principal and the data management team at Downtown Value School, in conjunction with a back-office service provider with expertise in school data management, developed a thorough data checkpoint system to ensure prompt and accurate data submission. All school personnel responsible for entering or submitting data to the CDE are being retrained both in-house and by completing all self-paced CALPADS training modules.

Students Enrolled in Special Programs

Programs	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
Special Education	24	37	35	38	49	46
English Language Learners	147	157	105	138	168	TBD

Eligibility for Charter Renewal

The Charter Schools Act sets forth minimum statutory criteria for renewal in Education Code section 47607(b). For renewal, a charter school such as Downtown Value that has been operation for four or more years must meet at least one of four criteria. All of these criteria related to academic performance. Downtown Value School exceeds the requirement for renewal.

Criterion 4: “The entity that granted the charter determines that the academic performance of the charter school is at least equal to the academic performance of the public schools that the charter school pupils would otherwise have been required to attend, as well as the academic performance of the schools in the school district in which the charter school is located, taking into account the composition of the pupil population that is served at the charter school.”

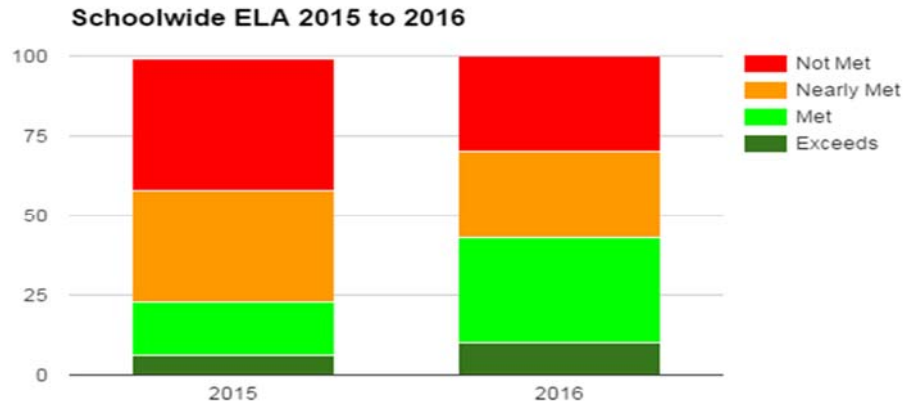
As demonstrated below, the academic performance of Downtown Value School compares favorably to the performance levels in the neighborhood schools its students would otherwise attend and to those in similar schools in the Los Angeles Unified School District.

State Standardized Assessment Results in Core Subjects

English Language Arts/Literacy

2015 was the first year schools in California received results for the Smarter Balanced CAASPP exam. Downtown Value School improved significantly in English Language Arts

between 2015 and 2016. The number of students meeting or exceeding ELA standards increased from 23% to 43%.



Downtown Value School – SBAC English Language Arts/Literacy					
Test Year	Not Met	Nearly Met	Met	Exceeded	Total Met/Exceeded
2015	41%	35%	17%	6%	23%
2016	30%	27%	33%	10%	43%

In English Language Arts, Downtown Value School’s performance equaled or exceeded the academic performance of the public schools that the Charter School pupils would otherwise have been required to attend, outranking 19 out of 20 comparison schools in a measure of the percentage of students that met or exceeded grade level standards on the Smarter Balanced Exam:

SBAC 2016 – English Language Arts/Literacy

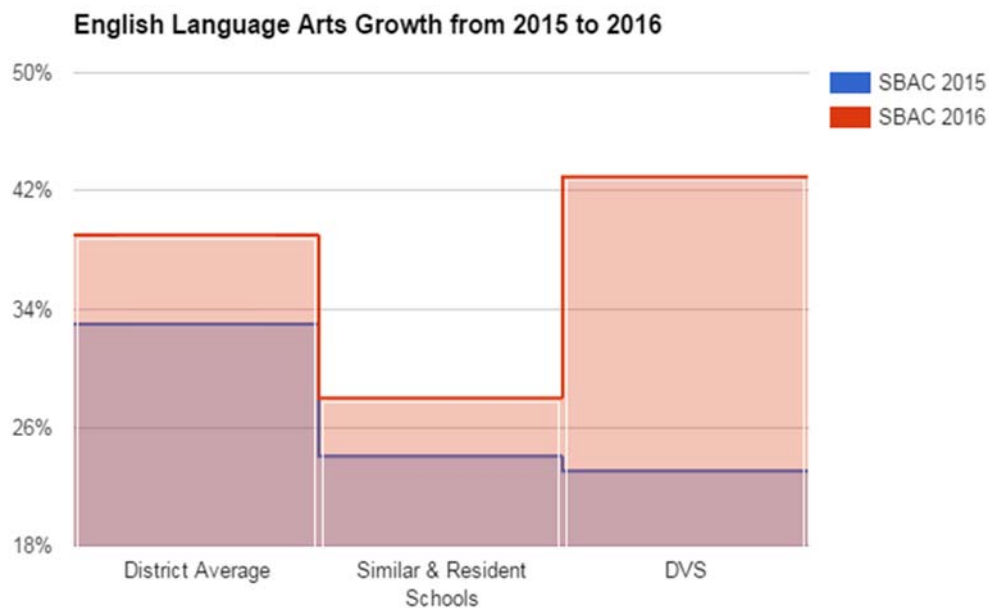
Schools Ranked by Percentage of Students Who Met or Exceeded Grade Level Standards

LAUSD Similar Schools	Exceeded	Met	Total
Hoover Street Elementary	23	30	53
Downtown Value School	10	33	43
Nevin Avenue Elementary	19	19	38
Florence Avenue Elementary	14	23	37
Gardena Elementary	13	22	35
Noble Avenue Elementary	11	24	35
Shenandoah Street Elementary	13	20	33
Ford Boulevard Elementary	8	21	29

Cimarron Avenue Elementary	8	18	26
Aspire Slauson Academy Charter	4	16	20
Glassell Park Elementary	7	12	19

The percentage of students that met or exceeded English Language Arts standards at Downtown Value School was 4 percentage points higher than the district average, and 15 percentage points higher than similar and resident schools.

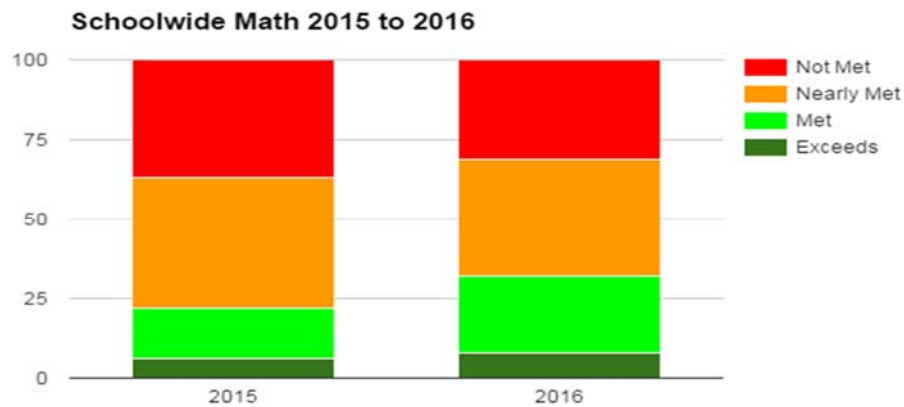
	SBAC 2015	SBAC 2016
District Average	33%	39%
Similar & Resident Schools	24%	28%
Downtown Value School	23%	43%



Downtown Value School's schoolwide growth in English Language Arts can be seen in the chart above. Between 2015 and 2016 the number of students who met or exceeded standards increased 20% while those in similar and resident schools only increased 4% and the district average increased 6%.

Mathematics

Gains were made in Mathematics as well. Between 2015 and 2016 the number of students meeting or exceeding standards increased from 22% to 32%.



Downtown Value School – SBAC Mathematics					
Test Year	Not Met	Nearly Met	Met	Exceeded	Total Met/Exceeded
2015	37%	41%	16%	6%	22%
2016	31%	37%	24%	8%	32%

Compared to LAUSD similar schools and resident schools identified by the CDE, Downtown Value School is also performing well in Mathematics. Downtown Value School outranked 17 out of 20 comparison schools in a measure of the percentage of students that met or exceeded grade level standards on the Smarter Balanced Exam.

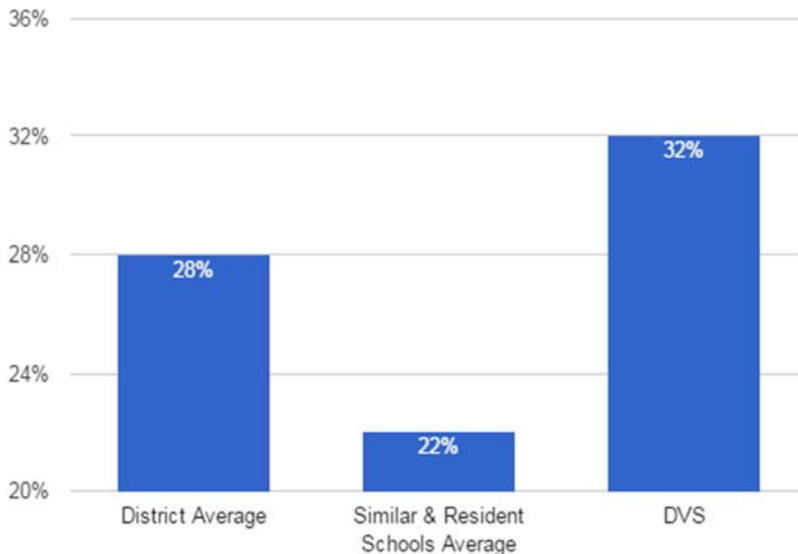
SBAC 2016 – Mathematics

Schools Ranked by Percentage of Students Who Met or Exceeded Grade Level Standards

LAUSD Similar Schools	Exceeded	Met	Total
Hoover Street Elementary	18	29	47
Nevin Avenue Elementary	17	16	33
Downtown Value School	8	24	32
Noble Avenue Elementary	13	19	32
Gardena Elementary	11	19	30
Shenandoah Street Elementary	5	24	29
Florence Avenue Elementary	5	22	27
Cimarron Avenue Elementary	7	13	20
Ford Boulevard Elementary	4	15	19
Aspire Slauson Academy Charter	3	9	12
Glassell Park Elementary	2	10	12

LAUSD Resident Schools	Exceeded	Met	Total
Vermont Avenue Elementary	12	23	35
Downtown Value School	8	24	32
Twenty-Fourth Street Elementary	7	20	27
John Adams Middle	10	13	23
Magnolia Avenue Elementary	3	17	20
Norwood Street Elementary	5	14	19
Foshay Learning Center	3	12	15
Johnnie Cochran, Jr., Middle	5	10	15
John H. Liechty Middle	2	12	14
Berendo Middle	3	8	11
Barack Obama Global Preparation Academy	0	3	3

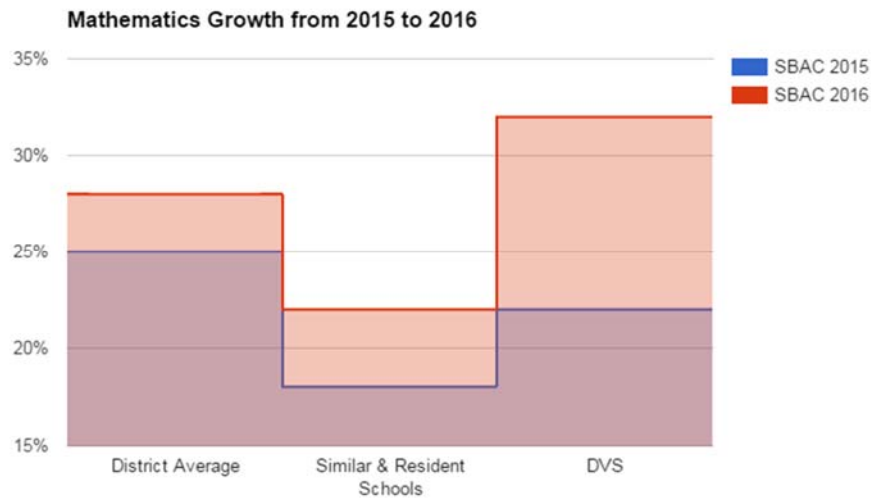
Percentage of students that met or exceeded Mathematics standards in 2016



The percentage of students who met or exceeded Mathematics standards at Downtown Value School was 4 percentage points higher than the district average, and 10 percentage points higher than similar and resident schools.

The chart below demonstrates the schoolwide growth in Mathematics from 2015-2016 at Downtown Value School. Between 2015 and 2016 the number of students that met or exceeded standards increased 10% while similar and resident schools only increased 4%

and the district average increased 3%.



	SBAC 2015	SBAC 2016
District Average	25%	28%
Similar & Resident Schools	18%	22%
Downtown Value School	22%	32%

Enrollment

Projected Enrollment Over Term of Charter

Grade	2017-2018	2018-	2019-2020	2020-2021	2021-2022
K (incl TK)	42	42	42	42	42
1	42	42	42	42	42
2	42	42	42	42	42
3	44	44	44	44	44
4	50	50	50	50	50
5	50	50	50	50	50
6	62	62	62	62	62
7	62	62	62	62	62
8	<u>62</u>	<u>62</u>	<u>62</u>	<u>62</u>	<u>62</u>
Total	456	456	456	456	456

Goals and Philosophy

Mission of Downtown Value School

Downtown Value School's mission is to facilitate the learning of elementary and middle school students who come from underserved populations by providing a highly focused academic program in a community that fosters character development with a core set of values. Downtown Value School is committed to helping students grow into persons who make a positive difference for their community and their world throughout their lives.

The core values around which Downtown Value School is built, discussed at more length in the description of Instructional Design and Focus below, are:

- 1. Academic excellence is the means to a full life.*
- 2. Each student can develop to his or her fullest potential.*
- 3. Each individual is unique and deserves respect.*
- 4. A safe, nurturing community is essential to academic excellence.*
- 5. Service to others and the community is a responsibility of an educated person.*

Twenty-first Century Education

A. An Educated Person

The Value Schools vision of an educated person in the 21st century is an individual who is able to make a positive difference in the world by thoroughly understanding and internalizing Downtown Value School's five core values. These individuals must demonstrate a desire to:

- actively seek to continue to learn throughout their entire lives, especially through college and specialty career education;
- have both the basic knowledge and skills that all persons can acquire and the refinement of those special talents that each person possesses;
- respect every person and work to promote the dignity of each person;
- work in cooperation with others to achieve more than they could on their own; and
- use what they have learned to contribute to society through employment, civic participation, family life, and community service.

To that end, Downtown Value School focuses on the following knowledge and skills needed for 21st century America:

- academic excellence in English language arts, mathematics, science, and social studies;
- the ability to gather and evaluate information from a variety of sources, articulate ideas, and produce original works with confidence and clarity;
- skill in using technological tools effectively, creatively, and responsibly;

- higher order thinking skills of application, analysis, synthesis and evaluation;
- effective oral and written communication skills; and
- the ability to work cooperatively toward a common goal.

B. How Learning Best Occurs

Value Schools asserts that learning occurs in an environment where there are shared high expectations for academic performance and proper behavior, and a strong community of individuals dedicated to the support of the five core values on which the Value Schools are built.

To discover the best teaching practices for particular grade-level knowledge and skills, teachers are guided by experts in the field of learning. Robert Marzano, who coordinated a research team to study instructional techniques in the classroom, published the findings in a popular book titled *Classroom Instruction that Works* (2001). Through a meta-analysis of hundreds of studies conducted over the years, conclusions were drawn that supported nine instructional practices which were particularly effective in raising student achievement. The practices identified as effective are the following:

- Identifying similarities and differences;
- Summarizing and note taking;
- Reinforcing effort and providing recognition;
- Providing appropriate homework and practice;
- Modeling and allowing for nonlinguistic representations;
- Promoting cooperative learning;
- Setting objectives and providing feedback;
- Generating and testing hypotheses;
- Presenting cues, questions, and advance organizers

In addition to receiving professional development in the use of these classroom strategies, teachers at Downtown Value School have identified the following elements as important to their students' successful acquisition of knowledge and skills.

They acknowledge that learning best occurs when there is:

- Appropriate motivation for acquisition of knowledge and/or skills;
- Balance of familiar and new concepts;
- Opportunity to immediately use newly acquired information;
- Frequent repetition;
- Diversity of models of work that illustrate high standards and expectations;
- Authentic and meaningful application of learning;
- Opportunity to transition from concrete to abstract thought;
- Appropriate and intermittent reinforcement and corrections during successive approximations to the goal

Ongoing discussion of appropriate and effective instructional strategies is an important part of continued professional development.

C. Goals of Downtown Value School

The overarching goals of the Charter School are best stated by the Expected Schoolwide Learning Results that have been prepared by the Downtown Value School community as part of its accreditation by the Western Association of Schools and Colleges (WASC). These goals explicate more fully the meaning of the core values and how those values translate to the instructional and curricular focus of Downtown Value School.

Academic excellence is the means to a full life.

DVS Students are Academic Achievers who

- are driven towards academic excellence in English language arts, math, science, and social studies
- can gather and evaluate information, articulate ideas, and produce original works with confidence and clarity
- use technological tools effectively, creatively, and responsibly
- demonstrate the higher order thinking skills of application, analysis, synthesis and evaluation

Each student can develop to his or her fullest potential.

DVS Students are Goal Seekers who

- demonstrate ambition and take initiative to set challenging goals
- realistically reflect on academic/ personal progress
- use decision making processes that are logical and effective
- show, understand, and appreciate the value of hard work
- are aware of a variety of career opportunities and the paths to obtain them

Each individual is unique and deserves respect.

DVS Students are Respectful Scholars who

- understand and respect people with different world views, beliefs, preferences, and abilities
- develop healthy relationships with adults and peers
- demonstrate skills in resolving interpersonal conflicts effectively
- acknowledge their unique talents and gifts and share them with others in a positive way
- demonstrate self-respect by making healthy nutritional and social choices

A safe, nurturing community is essential to academic excellence.

DVS Students are Collaborative Workers who

- are able to effectively assume a variety of roles in social and academic groups
- manage interpersonal relationships in a positive manner
- adapt to new situations and changing environments
- appreciate the contributions of others

Service to others and the community is a responsibility of an educated person.

DVS Students are Global Citizens who

- Recognize global issues and their impact on individuals and communities
- Use their time, energy, and talents to improve the quality of life for themselves, their school, community, state, nation, and world
- Understand and exercise the responsibilities involved in citizenship of the various communities in which they live

D. Annual goals

The annual goals for Downtown Value School are set out in the tables that follow.

LCFF STATE PRIORITIES	
GOAL #1	
<i>LCAP Focus Goal 1: Provide high quality classroom instruction and curriculum that promotes college and career readiness with academic intervention in place to eliminate barriers to student success for all groups.</i>	Related State Priorities: <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 4 <input checked="" type="checkbox"/> 7 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 5 <input type="checkbox"/> 8 <input type="checkbox"/> 3 <input type="checkbox"/> 6
	Local Priorities: <input type="checkbox"/> : <input type="checkbox"/> :
Specific Annual Actions to Achieve Goal	
<p>1.1 Recruit, retain, and support dedicated, skilled and caring educators who share Value Schools' vision; Teachers who are highly qualified and are enrolled in intern program or have at minimum a preliminary credential. Create a competitive and transparent salary scale for all certificated faculty</p> <p>1.2 Hire instructional coaches to conduct observations, provide immediate feedback, and share and model effective instructional strategies for Language Arts, Math, English Language Development, and science lessons/projects. Provide ongoing support to new and returning staff each year. Calendar-schedule Collaborative Planning Time on Wednesdays for teachers to strategically use data (NWEA, CAASPP, and formative assessments) to plan instruction and intervention with all subgroups (WASC Critical Area of Need).</p> <p>1.3 Teachers need to receive support on how to address the academic and behavioral needs of low income students, English Learners, students with an Individualized Education Plan, and high achieving students</p> <p>1.4 Vertically align reading and writing strategies through grade levels, k-8 (WASC Critical Area of Need) and do the same for math and Next Generation Science Standards</p> <p>1.5 Develop and implement a technology plan that strategically increases resources in all classrooms and all grade levels and addresses technology standards and student needs (WASC Critical Area of Need) (Technology Plan)</p>	

1.6 Increase the percent of students meeting and exceeding the state standards in Language Arts from 23% to 33% and Math from 21% to 25% to match or exceed the district scores and Implement Next Generation Science Standards (NGSS)

1.7 Teachers and students will demonstrate a percentile increase from spring to spring as a result of instructional support in math, reading, language development, and science for all subgroups

1.8 90% of teachers will consistently use curriculum assessments, Interim Assessments, NWEA, CAASPP, CELDT, DIBELS, and other programs scores to plan instruction and intervention with all subgroups- All subgroups will demonstrate a 10% growth

1.9 Provide sufficient textbooks for all students in Language Arts and Math and any other curriculum material needed to support English Learners, advance, low income, or any other student

1.10 Teachers will be implementing the Next Generation Science Standards (NGSS) increasing science NWEA scores

1.11 ELD Coordinator monitors the implementation of the ELD standards- integration and designated time as listed on the Title III. The English Language Development is further defined with clear reclassification guidelines, clear record keeping procedures, and in depth English Language Development program. Purchase curriculum for teachers to implement ELD Designated time instruction (Title III)(Title III)

1.12 Hire an Intervention Specialist to monitor the SST action plans and the progress monitoring process effectiveness

1.13 Strengthen the Special Education Program by hiring two RSP with two part time assistants. Metrics are developed for our students with special need meet their goals as stated by their IEP and participate in all fieldtrips organized by teachers.

1.14 Begin implementation of Interim Assessments (ICA and ICB) and monitor intervention for students who score at level two on the CAASPP at the beginning of the year.

Expected Annual Measurable Outcomes

Outcome #1:

Metric/Method for Measuring: California Assessment Student Performance Progress ELA

APPLICABLE STUDENT GROUPS	Baseline	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2022
<i>All Students (Schoolwide)</i>	43%	53%	63%	68%	73%	78%
<i>English Learners</i>	13%	23%	33%	43%	53%	63%
<i>Socioecon. Disadv./Low Income Students</i>	43%	53%	63%	68%	73%	78%
<i>Students with Disabilities</i>	17%	27%	37%	47%	57%	62%
<i>Latino Students</i>	42%	53%	63%	68%	73%	78%

Outcome #2:

Metric/Method for Measuring: California Assessment Student Performance Progress Math

APPLICABLE STUDENT GROUPS	Baseline	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2022
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<i>All Students (Schoolwide)</i>	32%	42%	52%	62%	67%	72%
<i>English Learners</i>	10%	20%	30%	40%	50%	60%
<i>Socioecon. Disadv./Low Income Students</i>	33%	42%	52%	62%	67%	72%
<i>Students with Disabilities</i>	8%	20%	30%	40%	50%	60%
<i>Latino Students</i>	32%	42%	52%	62%	67%	72%
Outcome #3:						
Metric/Method for Measuring: Science						
APPLICABLE STUDENT GROUPS	Baseline	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2022
<i>All Students (Schoolwide)</i>	43%	53%	63%	68%	73%	78%
<i>English Learners</i>	13%	23%	33%	43%	53%	63%
<i>Socioecon. Disadv./Low Income Students</i>	43%	53%	63%	68%	73%	78%
<i>Students with Disabilities</i>	17%	27%	37%	47%	57%	62%
<i>Latino Students</i>	42%	53%	63%	68%	73%	78%

LCFF STATE PRIORITIES	
GOAL #2	
<i>LCAP Focus Goal 2: Monitor various student subgroup outcomes consistently with teachers, students, parents, and school governance groups to develop potential.</i>	Related State Priorities: <input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 4 <input checked="" type="checkbox"/> 7 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 5 <input checked="" type="checkbox"/> 8 <input checked="" type="checkbox"/> 3 <input type="checkbox"/> 6
	Local Priorities: <input checked="" type="checkbox"/> Technology <input checked="" type="checkbox"/> School Values
Specific Annual Actions to Achieve Goal	
<p>In order to increase student success in Language Arts, Math, Science, and Literacy we need to progress monitor teacher and student subgroups data on a consistent basis:</p> <p>2.1 Professional Development on anchor and power common core standard for Language Arts and Math</p> <p>2.2 Professional development of data analysis and data systems</p> <p>2.3 Develop and implement a teacher coaching/mentoring program</p> <p>2.4 Schedule regular observation/feedback meetings with teachers to discuss, improve, and implement intervention plans with various subgroups</p>	

2.5 Weekly analysis of data using curriculum daily/unit assessments, Interim Assessments, Performance tasks, NWEA, DIBELS, Zingy, LEXIA, and CELDT.

2.6 Review and monitor alignment of standards, curriculum implementation, and coaching practices K through 8th grade.

2.7 Monitor performance and intervention for all subgroups in depth of knowledge and performance tasks

2.8 Students will demonstrate some growth in the NWEA benchmarks and the state exam CAASPP

2.9 Our students need to meet their NWEA projected goals

2.10 Our students need to meet the national NWEA average

2.11 Our students need to show progress in NWEA goals

2.12 Parents and governance group need to receive student data and understand it

2.13 Students below the 50th percentile will attend tutoring before school, in the after-school program, or on Saturday.

Expected Annual Measurable Outcomes

Outcome #1:

Metric/Method for Measuring: NWEA Reading

APPLICABLE STUDENT GROUPS	Baseline	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2022
<i>All Students (Schoolwide)</i>	40%	50%	60%	65%	70%	75%
<i>English Learners</i>	35%	40%	45%	50%	55%	60%
<i>Socioecon. Disadv./Low Income Students</i>	40%	50%	60%	65%	70%	75%
<i>Students with Disabilities</i>	30%	35%	40%	45%	50%	55%
<i>Latino Students</i>	40%	50%	60%	65%	70%	75%

Outcome #2:

Metric/Method for Measuring: NWEA Math

APPLICABLE STUDENT GROUPS	Baseline	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2022
<i>All Students (Schoolwide)</i>	33%	43%	53%	58%	63%	68%
<i>English Learners</i>	23%	33%	43%	53%	58%	63%
<i>Socioecon. Disadv./Low Income Students</i>	33%	43%	53%	58%	63%	68%
<i>Students with Disabilities</i>	20%	25%	30%	35%	45%	50%

Latino Students	33%	43%	53%	58%	63%	68%
Outcome #3:						
Metric/Method for Measuring: NWEA Science						
APPLICABLE STUDENT GROUPS	Baseline	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
All Students (Schoolwide)	33%	43%	48%	53%	58%	63%
English Learners	25%	28%	33%	38%	43%	53%
Socioecon. Disadv./Low Income Students	33%	43%	48%	53%	58%	63%
Students with Disabilities	23%	28%	32%	37%	42%	47%
Latino Students	33%	43%	48%	53%	58%	63%
Outcome #4:						
Metric/Method for Measuring: Has Mastered the Technology Matrix Goals per Grade Level						
APPLICABLE STUDENT GROUPS	Baseline	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
All Students (Schoolwide)	60%	65%	70%	75%	80%	85%
English Learners	40%	50%	60%	65%	70%	75%
Socioecon. Disadv./Low Income Students	40%	50%	60%	65%	70%	75%
Students with Disabilities	60%	65%	70%	75%	80%	85%
Latino Students	60%	65%	70%	75%	80%	85%

LCFF STATE PRIORITIES	
GOAL #3	
LCAP Focus Goal 3: Provide and maintain a clean, safe, and healthy learning environment and facility which foster respect for each unique individual difference.	Related State Priorities: <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 4 <input type="checkbox"/> 7 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 5 <input type="checkbox"/> 8 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 6
	Local Priorities: <input checked="" type="checkbox"/> Technology <input checked="" type="checkbox"/> School Values
	Specific Annual Actions to Achieve Goal

- 3.1 Students and school faculty need a safe school campus that is maintained and repaired on a consistent basis
- 3.2 Students and school faculty need clear and consistent procedures that outline conflict resolution practices
- 3.3 Students, school faculty, and families need clear and consistent communication systems
- 3.4 School programs, facilities, and practices oversight by Value Schools, LAUSD, and LACOE.

Expected Annual Measurable Outcomes

Outcome #1:

Metric/Method for Measuring: *Student Survey- How safe is our school campus?*

APPLICABLE STUDENT GROUPS	Baseline	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
<i>All Students (Schoolwide)</i>	70%	75%	78%	80%	83%	85%
<i>English Learners</i>	70%	75%	78%	80%	83%	85%
<i>Socioecon. Disadv./Low Income Students</i>	70%	75%	78%	80%	83%	85%
<i>Students with Disabilities</i>	70%	75%	78%	80%	83%	85%
<i>Latino Students</i>	70%	75%	78%	80%	83%	85%

Outcome #2:

Metric/Method for Measuring: *School Climate- Suspension Rate*

APPLICABLE STUDENT GROUPS	Baseline	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
<i>All Students (Schoolwide)</i>	4%	3%	2%	1%	1%	1%
<i>English Learners</i>	4%	3%	2%	1%	1%	1%
<i>Socioecon. Disadv./Low Income Students</i>	4%	3%	2%	1%	1%	1%
<i>Students with Disabilities</i>	4%	3%	2%	1%	1%	1%
<i>Latino Students</i>	4%	3%	2%	1%	1%	1%

Outcome #3:

Metric/Method for Measuring: *School Climate- Expulsion Rate*

APPLICABLE STUDENT GROUPS	Baseline	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
<i>All Students (Schoolwide)</i>	1%	1%	1%	.5%	.5%	.5%
<i>English Learners</i>	1%	1%	1%	.5%	.5%	.5%
<i>Socioecon. Disadv./Low Income Students</i>	1%	1%	1%	.5%	.5%	.5%

<i>Students with Disabilities</i>	1%	1%	1%	.5%	.5%	.5%
<i>Latino Students</i>	1%	1%	1%	.5%	.5%	.5%
Outcome #4:						
Metric/Method for Measuring: <i>Understanding of the School Values – recite and application</i>						
APPLICABLE STUDENT GROUPS	Baseline	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2022
<i>All Students (Schoolwide)</i>	70%	75%	80%	85%	90%	95%
<i>English Learners</i>	70%	75%	80%	85%	90%	95%
<i>Socioecon. Disadv./Low Income Students</i>	70%	75%	80%	85%	90%	95%
<i>Students with Disabilities</i>	70%	75%	80%	85%	90%	95%
<i>Latino Students</i>	70%	75%	80%	85%	90%	95%

LCFF STATE PRIORITIES	
GOAL #4	
LCAP Focus Goal 4: Provide opportunities for students and parents to be engaged in school at various levels and provide opportunities for students and parents to provide input on decisions being made at the school.	<div> Related State Priorities: <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 4 <input type="checkbox"/> 7 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 5 <input type="checkbox"/> 8 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 6 </div> <div> Local Priorities: <input checked="" type="checkbox"/> Technology <input checked="" type="checkbox"/> School Values </div>
Specific Annual Actions to Achieve Goal	
4.1 Evaluate the understanding of our school values as it pertains to maximizing potential, being respectful, and building community 4.2 Maintain student attendance above the 95% average. 4.3 Decrease chronic absenteeism by 1% 4.4 Decrease office referrals and monthly pupil suspension rates by 5% 4.5 DVS will participate in the LAUSD School report card to assess the degree to which students feel safe and connected to their school 4.6 Create a baseline metric to identify the percent of students involved in music, theater, art, and athletics in and out of the after school program including a subgroup analysis 4.7 Implement and analyze school safety and connectedness survey data for 2016-2017 4.8 Field trips to university campus 4.9 Career fair and professional speakers 4.10 Monitor and evaluate parents understanding of the school values and goals	

- 4.11 Increase number of parents engaged in Downtown Value School by 10% with particular focus on parents of unduplicated students
- 4.12 Increase parent/community input and involvement in school events through parent participation in workshops, school events, and coffee and tea with the principal as documented on sign in sheets and by parent surveys
- 4.13 Connect with our re-classified students and families through recognition events
- 4.14 Implement meetings and workshops with families of special education students, GATE, and English Learners
- 4.15 Monitor and provide recognition awards for parents/families with outstanding involvement on a monthly basis

Expected Annual Measurable Outcomes

Outcome #1:

Metric/Method for Measuring: School Climate- Attendance Rate

APPLICABLE STUDENT GROUPS	Baseline	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
<i>All Students (Schoolwide)</i>	90%	91%	92%	93%	94%	95%
<i>English Learners</i>	90%	91%	92%	93%	94%	95%
<i>Socioecon. Disadv./Low Income Students</i>	90%	91%	92%	93%	94%	95%
<i>Students with Disabilities</i>	90%	91%	92%	93%	94%	95%
<i>Latino Students</i>	90%	91%	92%	93%	94%	95%

Outcome #2:

Metric/Method for Measuring: Parent Involvement and participation in school activities and workshops

APPLICABLE STUDENT GROUPS	Baseline	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
<i>All Students (Schoolwide)</i>	60%	65%	68%	71%	74%	77%
<i>English Learners</i>	60%	65%	68%	71%	74%	77%
<i>Socioecon. Disadv./Low Income Students</i>	60%	65%	68%	71%	74%	77%
<i>Students with Disabilities</i>	60%	65%	68%	71%	74%	77%
<i>Latino Students</i>	60%	65%	68%	71%	74%	77%

Outcome #3:

Metric/Method for Measuring: Parent and Student Satisfaction Surveys

APPLICABLE STUDENT GROUPS	Baseline	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
<i>All Students (Schoolwide)</i>	80%	81%	82%	83%	84%	85%
<i>English Learners</i>	80%	81%	82%	83%	84%	85%
<i>Socioecon. Disadv./Low Income Students</i>	80%	81%	82%	83%	84%	85%
<i>Latino Students</i>	80%	81%	82%	83%	84%	85%
Outcome #4						
Metric/Method for Measuring: Parent Survey						
APPLICABLE STUDENT GROUPS	Baseline	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
<i>All Students (Schoolwide)</i>	60%	65%	70%	75%	80%	85%
<i>English Learners</i>	60%	65%	70%	75%	80%	85%
<i>Socioecon. Disadv./Low Income Students</i>	60%	65%	70%	75%	80%	85%
<i>Students with Disabilities</i>	60%	65%	70%	75%	80%	85%
<i>Latino Students</i>	60%	65%	70%	75%	80%	85%

Instructional Design

Downtown Value School increases academic success among socioeconomically disadvantaged, primarily Latino students using a model based on sound research. That model uses two proven elements: (1) an emphasis on values and (2) accountability for results.

An Emphasis on Values

Since the 1990s, research has shown that low-income and underserved students thrive in schools that share key characteristics with academically successful parochial schools serving the same demographic. Those characteristics include a focused curriculum, an emphasis on academics, and direct management by the principal. The most important factor, though, is that parents and faculty share a set of core beliefs and values; this common ground generates an extra “social capital” propelling student achievement. (See, e.g., Bryk et al., *Catholic Schools and the Common Good*, 1993.)

Research by Samuel Casey Carter found that schools that create a culture that purposefully emphasizes moral development have higher achievement levels. Carter described twelve very different schools, each of which fostered academic success by forming strong, character-based cultures. He described four traits of such schools: a strong belief that culture determines outcomes; a culture that is nurturing but demanding; a culture committed to student success; and a culture of people, principles and purpose. (Carter, On

Purpose: How Great School Cultures Form Strong Character, 2011.) In brief, Carter concluded (p. xi):

Schools become great by creating a culture in which confident children joyfully strive to accomplish worthy goals in concert with their friends. What is more, the children in these schools understand why this striving is good and what this requires of them and their fellow students.

What energizes and binds the Downtown Value School community in the learning experience is a common “worldview” that underlies its purposeful culture. It is reflected in five core values:

- ***Academic excellence is the means to a full life.***

Academic learning develops a person’s capacities to enjoy life, to live cooperatively and comfortably with others, to contribute to the economic well-being of oneself and society and to be an active citizen. Anything less than striving for excellence deprives both students and society. The fundamental means to excellence are teachers who offer expert instruction with high expectations for performance, students who are disciplined learners and standards of accountability for both.

- ***Each student can develop to his or her fullest potential.***

Each person is different, but each is gifted with talents and abilities. While each ought to excel in an area of special talent, each also should develop the whole range of human talents to the maximum extent possible. Schools have the responsibility of assisting parents and the students to identify areas of special talent and, at the same time, guiding students so that no area of learning is neglected.

- ***Each individual is unique and deserves respect.***

Each person has the right to life, liberty and the pursuit of happiness. These rights accord each with dignity that is to be respected by all. This dignity implies that in society there are rules that limit certain behaviors so that all might have the fullest exercise of their rights. These rules are the laws enacted by government, codes of conduct set by institutions, customs and practices found in civil society and the moral norms freely adopted by individuals. Good schools set high standards for student behavior.

- ***A safe, nurturing community is essential to academic excellence.***

Rules of conduct that protect each person’s dignity are not enough to create community. A community grows from common ideals and shared experiences. A community is composed of persons who genuinely care for each other and who seek good for each other. In a community, everyone belongs and feels valued by the others. In community, each feels secure and is supported in efforts to grow in every way.

- ***Service to others and the community is a responsibility of an educated person.***

An education completes a person by developing his/her talents and abilities. However, an educated person is not satisfied only with personal development. Talents and abilities perfected through an education need to be used to make a better world for all. Community service is a benefit for the civic or economic life of society, as well as for the family, social groups and voluntary organizations.

Value Schools' experience shows that emphasizing these five core values purposefully develops a school culture that forms student character and drives student achievement.

Accountability for Results

As schools of choice, charter schools are accountable to multiple stakeholders. Parents, in particular, must be satisfied that their children are receiving a good education, and always have the option of moving their children to another school. Accordingly, Downtown Value School is committed to constant self-assessment and accountability to its families. In its instructional model, Downtown Value School implements this focus on accountability using a continuous cycle of three critical elements:

- a clear set of student learning outcomes based on California's Common Core State Standards;
- methods and activities for students that have been selected by professional teachers; and
- ongoing assessment (testing) to determine that the student has acquired the learning.

This approach to the learning process is not unique to Value Schools; in fact, it is increasingly being adopted by the educational community. Value Schools is different, at least at present, in that it focuses its teachers' attention on student learning performance and compensates (i.e., rewards and continues to employ) its teachers and administrators for success in student learning.

Factors for Success

The success of Value Schools depends on the "who" (our educators), the "what" (our curricular focus), and the "how" (our methods and assessments) of its educational model. Experience shows six essential elements to success:

- *Select the right educators.*

The educators hired for Downtown Value School must demonstrate both proficiency and commitment. They must be well trained, confident and capable of identifying the strengths and needs of each student. They must also be flexible and creative in choosing or developing appropriate techniques to reinforce those strengths and meet those needs, while staying faithful to the prescribed standards. Of utmost importance, they must believe in and support the five core values that undergird the entire enterprise.

- *Plan and annually revise the educational program as a team.*

The principal and teachers must work as a team to choose a coordinated instructional program. The annual school-wide cycle has three steps: (1) review curriculum standards; (2) analyze available assessment results; and (3) decide what instructional activities will take place. Following the team planning, individual teachers make their own lesson plans. These steps are repeated in a continuous cycle, informed by assessments.

- *Focus the curriculum on students as individuals.*

A standards-based curriculum focuses on what students know, not what teachers teach. Teaching may be a group activity; learning is done person-by-person. Student-focused learning requires teachers to provide learning activities and tasks suited to individual needs. Some learning activities may occur individually, some in small groups and some in large groups.

- *Use research-based instructional materials.*

Downtown Value School provides teachers with research-based core instructional materials to support the learning experience. The teachers are expected to use the materials when and where they are helpful to the students. When students require additional materials to master content and skills, the teachers are expected to research and request materials that will support student learning.

- *Supervise teachers.*

School success relies on teacher professionalism. In the Value Schools model, teacher professionalism is a baseline expectation, but must be ensured. A Value Schools principal actively supervises the Charter School's teachers, focusing their attention on content standards and assessment results but also coaching them on choosing and using appropriate instructional methods.

- *Foster the growth of the educators.*

Like our students, Value Schools' teachers can develop to their fullest potential. Value Schools is committed to providing the educators at Downtown Value School opportunities for continued professional development. Ten of the 210 work days for teachers are set aside for professional development for teachers and other school personnel including administrators. Additionally, one afternoon per week is set aside for professional development and collaboration.

Curriculum and Instruction

Standards-based curriculum

A standards-based curriculum is one which provides for each grade level the specific content to be known and understood, and the specific skills to be acquired, in each essential subject area. Downtown Value School uses California's Common Core State Standards (CCSS) for the core subject areas of Language Arts, Mathematics, Science, and

Social Studies. When CCSS are not available for a given subject, Downtown Value School uses the existing standards adopted by the State Board of Education.

Although they are not core subjects, Downtown Value School also offers instruction in Physical Education and Art for all grade levels.

Core Subjects, Scope and Sequence, California Standards, and Textbooks and Instructional Materials

Downtown Value School uses the following state-adopted instructional materials:

Subject	Curriculum	Grade level
Elementary School Grades		
English Language Arts	McGraw-Hill <i>Reading Wonders</i>	TK/K-5
Mathematics	<i>GO Math!</i>	TK/K-5
Science	Harcourt (California edition)	TK/K-5
Social Studies	McGraw-Hill	TK/K-5
Middle School Grades		
English Language Arts	McGraw-Hill <i>Study Sync</i>	6 - 8
Mathematics	<i>GO Math!</i>	6-8 & Algebra 1
Science	Holt	6 - 8
Social Studies	Teachers Curriculum Institute (TCI) <i>History Alive!</i>	6 - 8

ENGLISH LANGUAGE ARTS (Core)

Downtown Value School is committed to providing its students with the Language Arts skills they need to become fully literate members of the English speaking society in which they live. The majority of school instructional time is focused on learning Language Arts skills. However, instruction in Reading, Writing, Speaking, and Listening takes place throughout the day in every discipline; the integration of these skills across the curriculum is essential.

Downtown Value School uses McGraw-Hill *Reading Wonders* in grades TK/K-5 for the teaching of Language Arts skills. The McGraw-Hill *Study Sync* program provides the structure for the Language Arts curriculum in grades 6-8 which is supplemented by class novel study.

Both the elementary and middle school programs use a hybrid delivery method for English Language Arts. Students have physical textbooks, but also online access to their textbook and assignments from home. The students also have access to online learning tools and web-based individualized instruction and skill building programs.

MATHEMATICS (Core)

Downtown Value School prepares its students to meet the CCSS in Mathematics. Currently Downtown Value School uses the *GO Math!* Program (California Edition) which has been adopted by the state of California. Downtown Value School also uses a hybrid delivery system for Mathematics in which students have both physical and online textbook access through a learning portal. In addition to the lessons and small group instruction the teachers provide inside the classroom, students have access to online learning tools, individual lessons, and a “Personal Math Trainer” program that tailors content to each student’s zone of proximal development.

SCIENCE (Core)

Downtown Value School provides students with experiences and knowledge that will lead to a disciplined approach to the continued study of the natural world. The Charter School provides grade level appropriate instruction and opportunities for guided exploration centered around the Next Generation Science Standards (NGSS).

While waiting for the state of California to adopt new NGSS curricular materials, Downtown Value School will continue to use Harcourt Science for K-5 and Holt Science for grades 6-8 as reference material that teachers integrate into their lessons. Additionally, teachers receive on-going professional development on the NGSS and are provided with lessons and materials specific to their grade-level’s scope and sequence.

Teachers work together to create project-based learning activities that address the standards assigned to their grade level. Students develop age-appropriate skills in critical inquiry, reasoned thinking based on facts, and application of the scientific method. Students also have the opportunity to integrate knowledge and skills from the other disciplines (e.g. Language Arts, Mathematics, and Art) in their study of Science. Assessments of knowledge, understanding, and skills occur frequently through observation of student demonstrations, discussions, presentations, written tests, research papers, and projects. Opportunities such as field trips enhance the students’ understanding, curiosity, and appreciation of Science in the world around them.

SOCIAL STUDIES (Core)

Downtown Value School recognizes the comprehensiveness of the current California Social Science standards, and provides its students with instructional materials and learning experiences to master these standards. Teachers understand that mastery of these standards requires not only learning facts, but also recognizing common and complex themes that reoccur throughout history, making connections from their own lives to the lives of the people who came before them, and the lives of those to come. (Introduction: History-Social Science Content Standards, CDE, 2007.) Currently supporting these lessons in the classroom are the California editions from McGraw-Hill (K-5), TCI *History Alive* (6-7) and Glencoe/McGraw-Hill (8). Supplemental supports include historical novels, simulation exercises, videos and DVDs, web-based information, and primary sources.

PHYSICAL EDUCATION (Non-core)

Physical Education is not considered a core subject at Downtown Value School, but the curriculum will follow the physical education guidelines in the Physical Education framework adopted by the state of California.

ART (Non-core)

While Art is also not considered a core subject at Downtown Value School, weekly lessons follow the Visual Arts standards adopted by the state of California. Efforts are made to integrate art activities and appreciation into the core subjects.

Teaching Methodologies

Summary of Teaching Methodologies

The instructional program is founded on the twin principles of the five core Values and student needs. Downtown Value is not organized around a particular pedagogical style; but its methodology is a continual cycle of applying learning standards, carefully selecting appropriate instructional materials and strategies, and assessing and analyzing student learning. This methodology is supported by the selection of the principal and teachers, assessment and planning, supervision of teachers, professional development, focus on individual students, and research-based instructional materials.

“Teaching” the Values

Because the five core values are so central to the program at Downtown Value School, a consistent and purposeful presentation to the students is essential. There are three ways in which the values will be presented to the students (and their parents): persistent communication, reinforcing the practice of the values by students, and the example of the faculty and staff.

“Persistent communication” means that the values are being heard or read by the students many times during the school day. The following are some examples of “persistent communication.” At the time of initial registration, the parent will meet with a school administrator during which time the expectation of Downtown Value School for the family and what the family can expect of DVS are discussed. The five core Values are the framework in which expectations are discussed. For example, the family will be told that regular attendance is essential because the first value states that being successful in school is the means to a full and complete life, and if a student does not attend as many days as possible the student will not be successful in school. The parent will be invited to commit to supporting the values by signing a contract with DVS.

If there is an issue with student performance, one or more of the values will serve as a vehicle for discussing the issue with the student (and parent). For example, if a student is teasing another student, the third value of respect is discussed as how one should act.

Every morning after the Pledge of Allegiance, the students will recite the five core values. The values will be printed and posted in various locations in the Charter School. Whenever

possible, teachers make connections between the Values and classroom content to show students how the values exist in our daily lives.

The practice of the values is reinforced by praise on both a formal and informal basis. When students meet or exceed standards on a state test, they receive an award for Value #1 (Academic Achievement). Students may nominate their peers to receive a Student of the Month award for exemplifying any of the five values at school. Parents may even receive awards for building community (Value #4) or helping our students become global citizens (Value #5). Values are also reinforced in this discussion of behavioral choices. The absence of a value may be pointed out when having restorative justice conversations with students. Students can recognize when a value has not been practiced and talk about what values they will practice when they make amends to a situation. Students are aware that they are not expected to automatically follow the values 100% of the time, but they are instead taught to use the values to influence decision making in their daily lives.

Finally, the example of the faculty and staff will show students how the values are lived out. For example they will demonstrate the value of community by showing how teachers work with one another. Teachers will also provide opportunities for students to build community by assigning group projects, conducting class meeting time and teaching effective social communication skills.

Technology at Downtown Value School

Because Downtown Value School uses a hybrid curriculum delivery system for Language Arts and Math, students are exposed to technology regularly and use computers and other devices to demonstrate their learning. The device to student ratio is between 1-to-1 and 1-to-2. Each classroom houses enough computers to run small groups. Additionally, there are 6 portable computer carts of 15-20 computers each that teachers may borrow for online testing, whole class computer-based activities, independent learning activities, parent workshops, and more.

Middle school students have the opportunity to earn Bring Your Own Device (BYOD) privileges by completing a digital literacy program. These students are able to use their own personal phone, computer, or tablet for teacher-approved educational activities.

To prepare students for online CAASPP exams, Downtown Value School has adopted a computerized benchmark assessment (NWEA MAPS) to monitor student progress every trimester. Since the Charter School has two computerized benchmarks before the Spring State assessments, school officials are able to troubleshoot any potential system-wide problems well ahead of time. To help families better prepare their children at home, the Parent Center offers weekend computer classes and Common Core Workshops to help families raise 21st century learners.

TRANSITIONAL KINDERGARTEN

Pursuant to the California Education Code, parents may enroll a child as a Transitional Kindergarten Student at Downtown Value School if the child's fifth birthday falls between September 2 and December 2. Children who are enrolled in the Transitional Kindergarten

Program participate in the same program as regular Kindergarten Students at DVS. Teachers differentiate instruction based on individual student needs. The curriculum for each child is modified to be developmentally appropriate. At the end of the school year, the teacher may recommend that the Transitional Kindergarten Student move on to First Grade, or continue with Kindergarten in the following school year. If a TK student continues with Kindergarten in the following school year, this does not count as retention on the student's record.

Academic Calendar and Schedules

Downtown Value School Academic Calendar 2017-2018

Month	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	TOTAL
AUGUST		1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	31		14
SEPTEMBER					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	20
OCTOBER	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30	31				22
NOVEMBER			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30		16
DECEMBER					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	16
JANUARY	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	31			17
FEBRUARY					1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28		19
MARCH					1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	17
APRIL	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30					21
MAY		1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	31		22
JUNE					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	16

KEY:

August 14 First Day of School

School not in session

Early dismissal 12pm

June 22 Last Day of School

or Pupil Free Day Nov. 20-22

Teacher Meetings/
Prct. Development Day

Holidays

Sept. 4 Labor Day
Nov. 10 Veterans' Day
Nov. 23-24 Thanksgiving
Dec. 25-Jan 5 Winter Break
Jan. 15 Dr. MLK Birthday
Feb. 19 Presidents' Day
March 26-30 Spring Break
May 28 Memorial Day

Trimester Dates

1st Trimester Aug. 14-Nov. 15 (66 days)
2nd Trimester Nov. 16-Mar. 13 (67 days)
3rd Trimester Mar. 14-June 22 (67 days)

Parent Conferences

1st trimester November 27 - Dec. 1
2nd trimester March 19 - 23

Schedules

Sample Grades K-2 Schedule

Subject	Monday, Tuesday, Thursday, Friday	Early Dismissal (Wednesdays)	Approximate minutes per week
Designated ELD	8:00 - 8:30	8:00 - 8:30	150
Language Arts	8:30 - 9:40; 10:00 - 11:00	8:30 - 9:45	595
Recess	9:40 - 10:00	N/A	80
Social Studies	1:30 - 2:00 (M/Th)	N/A	60
Lunch	11:00 - 11:40	11:00 - 11:30	190
Science	1:30 - 2:00 (T/F)	N/A	60
Physical Education	1:00 - 1:30	N/A	120
Art	2:00 - 3:00 (Th)	N/A	60
Mathematics	11:40 - 1:00	9:45 - 11:00	395

Sample Grades 3-5 Schedule

Subject	Monday, Tuesday, Thursday, Friday	Early Dismissal (Wednesdays)	Approximate minutes per week
Designated ELD	8:00 - 8:30	8:00 - 8:30	150
Language Arts	8:30 - 9:40; 11:00 - 11:40	8:30 - 10:00	530
Recess	9:40 - 10:00	N/A	80
Social Studies	12:20 - 1:15 (T/Th)	N/A	110
Lunch	11:40 - 12:20	10:00 - 10:30	190
Science	1:15 - 2:00 (T/F)	N/A	90
Physical Education	2:30 - 3:00	N/A	120
Art	1:00 - 2:00 (Th)	N/A	60
Mathematics	10:00 - 11:00; 2:00 - 2:30	10:30 - 12:00	360

Sample Grades 6-8 Schedule

Subject	Monday, Tuesday, Thursday, Friday	Early Dismissal (Wednesdays)	Approximate minutes per week
Designated ELD	7:30 - 8:00	7:30 - 8:00	150
Language Arts	8:00 - 10:00	8:00 - 10:30	630
Recess	10:00 - 10:20	N/A	80
Social Studies	10:20 - 11:00, + 11:00 - 11:20 (F)	N/A	180
Lunch	12:20 - 1:00	10:30 - 11:00	190
Science	11:00 - 12:20 (T) 11:00 - 12:00 (W)	N/A	140
Physical Education	11:00 - 12:20 (M/Th)*	N/A	160
Art	11:20 – 12:20 (F)	N/A	60
Mathematics	1:00 – 3:00	11:00 – 12:00	420

*Physical education times are staggered with each group receiving 40 minutes per day, with the other 40 minutes devoted to Science or Art on alternating days.

Instructional Days and Minutes Calculator

Grades	Grades Offered	Number of Regular Days	Number of Instr. Minutes Per Regular Day	Number of Early Dismissal Days	Number of Instr. Minutes Per Early Dismissal Day	Number of Minimum Days	Number of Instr. Minutes Per Minimum Day	Number of [Other] Days	Number of Instr. Minutes Per [Other] Day	Total Number of Instr. Days	Minutes Req'd Per State Law	Total Number of Instr. Minutes	Number of Instr. Minutes Above/ Below State Req't.
TK/K	Yes	158	360	41	210	1	120			200	36000	65610	29610
1	Yes	158	360	41	210	1	120			200	50400	65610	15210
2	Yes	158	360	41	210	1	120			200	50400	65610	15210
3	Yes	158	360	41	210	1	120			200	50400	65610	15210
4	Yes	158	360	41	210	1	120			200	54000	65610	11610
5	Yes	158	360	41	210	1	120			200	54000	65610	11610
6	Yes	158	360	41	210	1	120			200	54000	65610	11610
7	Yes	158	360	41	210	1	120			200	54000	65610	11610
8	Yes	158	360	41	210	1	120			200	54000	65610	11610
9	No									0	64800	0	-64800
10	No									0	64800	0	-64800
11	No									0	64800	0	-64800
12	No									0	64800	0	-64800

Professional Development

The educators hired for Value Schools must have both the professional training to be able to choose effective methods and materials and the confidence that they can identify student needs and utilize a variety of means to facilitate student learning. First and

foremost is finding teachers who demonstrate an understanding and acceptance of the core values. All teachers must have the appropriate qualification for state credential requirements. Several graduate universities place special emphasis on working with students who come from minority or lower socio-economic backgrounds. Teachers from these programs often arrive with a passion for providing students with as rich an educational experience as possible. Administrators at Downtown Value School take the following actions to locate and recruit qualified teachers:

- distribute job announcements
- post job positions on Internet websites (e.g., EDJOIN and Craigslist)
- attend job fairs in California
- contact local universities' education programs
- maintain partner relationships with Teach for America and Loyola Marymount University

Ongoing efforts to ensure teacher retention at Downtown Value School include:

- Traditions and appreciation celebrations that recognize teachers
- Opportunities for leadership roles
- Longevity salary increases every 4th year
- Competitive salaries and benefits plan
- Small campus setting
- Tuition reimbursement opportunities

Teaching requires ongoing sharpening of skills and acquisition of knowledge. All teachers are encouraged to continue their education by attending online and in-person graduate and post-graduate courses, workshops, and training throughout the year, including the summer months. Before each school year begins, specific preparation and training sessions are scheduled for all staff to ensure proper delivery of the educational program and familiarity with required topics. Throughout the year, one afternoon per week (currently Wednesday) is set aside for professional development and for teacher collaboration. Training in a variety of fields is provided, depending on the needs identified throughout the year. Experts in various instructional fields may be sought to provide workshops at DVS. Using a Professional Learning Communities model, teachers and administrators share their expertise with the rest of the teaching staff through in-house workshops.

For the 2017-18 school year, Downtown Value School's Professional Development Plan is as follows:

1. Before school year begins, all staff members will attend training sessions on:
 - a. Curriculum, discipline, general staff expectations, schoolwide data trends, school culture and values.
 - b. Health, safety, and emergency procedures, including blood-borne pathogens

- c. Child abuse detection and reporting
 - d. Brown Act requirements
 - e. Any other required subject
2. During the school year:
- a. Weekly professional development sessions (every Wednesday while school is in session) conducted, as appropriate, by the administration, lead teachers, and others with particular expertise. Topics and scheduling are structured according to need, with some sessions being relevant for all and some for more specialized groups.
 - b. Outside workshops and other professional development opportunities as approved by Administration.

Below are some of the professional development topics expected to be covered during the five-year charter term. Topics scheduled for 2017-18 are noted by an asterisk.

- Implementing the CCSS in the classroom
- Working with the English language learner in the English immersion classroom; GLAD strategies; SDAIE
- Designated ELD - An implementation walkthrough *
- Classroom management, motivation, and discipline
- Using various computer based instructional programs, including but not limited to Lexia, Zingy Learning, Google Classrooms, Think Central, ConnectEd *
- Using the DVS data management programs such as PowerSchool *
- Schoolwide assessment procedures (DIBELS, CELDT, NWEA, etc.) *
- Implementing Rtl schoolwide *
- Use of instructional technology
- Identification of GATE students and strategies for their instruction *
- Incorporating the arts in academic instruction *
- Advanced skills in data management
- STEM instruction at all grade levels *
- Differentiated instruction

Meeting the Needs of All Students

English Learners

Downtown Value School leaders have adopted the Structured English Immersion (SEI) program model to achieve the following two state goals:

1. Ensure that English Learners acquire full proficiency in English as rapidly and effectively as possible and attain parity with native speakers of English.
2. Ensure that English Learners, within a reasonable period of time, achieve the same rigorous grade-level academic standards that are expected of all students.

The Structured English Immersion program provides a classroom setting for English Learners who have not yet acquired reasonable fluency in English, as defined by Downtown Value School, receive instruction through an English Language acquisition process, in which nearly all classroom instruction is in English but with a curriculum and presentation designed for children who are learning the language.

- Process for identifying English Learners

Downtown Value School's Title III coordinator or administrator designee identifies potential English Learners (ELs) in a timely manner in accordance with all applicable legal requirements. All new incoming students complete the Home Language Survey. If parent(s) note in the application that their child's primary language is not English, Downtown Value School teachers and/or Title III administers the CELDT/ELPAC annually in accordance with federal and state requirements within 30 days of enrollment to determine the level of language of proficiency for a student whose primary language is other than English. Any student attaining an overall score of 3 or expanding in the CELDT/ELPAC or an overall score of 4 but a 2 level score in any/all domains will be classified as English Learner and/or continue to receive services if he/she has not met the reclassification criteria.

- Educational program(s) for English language acquisition, including how, where, and by whom the English Learner program components will be provided, and how the program(s) will ensure that students make adequate progress toward mastery of the English Language Development (ELD) standards

Downtown Value School focuses part of each day on instruction for English Learners. Using the Structured Immersion English (SEI) program model, language is developed through Designated ELD and Integrated ELD. During Integrated ELD teachers develop a student's academic language by providing collaborative opportunities to meet language objectives. During Designated ELD language is the focus and content materials are used as the vehicle for developing the English language. Teachers, Title III Coordinator, and administrators monitor the implementation of standards, schedules, and programs. Concurrently, they evaluate and progress monitor ELs' academic growth. To ensure English Language Development and proficiency in core content areas, school staff conduct observations and data analysis on a consistent basis.

Services for English Learners

The following is a descriptive list of services offered detailing how, where, and by whom services will be provided.

Description	How	Where	Whom
Structured English Immersion	Integrated ELD <ul style="list-style-type: none"> • SDAIE • Small Groups 	Daily in the Classrooms	Teachers and Support Staff
Designated ELD	Scheduled 30 minutes daily students grouped by Language Proficiency	Daily in the Classrooms	Teachers and Support Staff

Intervention for ELD	Delivered 3X before and after school	Available Space	Teachers/Instructional Coaches
Intervention for EL in Core Subject	As needed after each benchmark	Classroom	Teachers

The CELDT/ELPAC scores are used to support and accelerate student progress towards English proficiency at all grade levels. As indicated by reclassification criteria, CELDT/ELPAC scores are considered to determine English proficiency if English Learners score a 4 or 5 on Bridging overall and a 3 or higher in all domains. Students scoring at Levels 1, 2, 3 or at the Emerging and Expanding levels would continue to receive support through Integrated ELD and Designated Time during the instructional day, and intervention before and after school if there is no significant progress across CELDT/ELPAC levels from year to year.

Teachers use state-adopted McGraw-Hill *Wonders*, *Study Sync*, and *Go Math!* resources to provide scaffolded instruction to English Learners. Downtown Value School's Language Arts and Math programs provide universal access to content. Suitable materials are provided for students at an approaching level, for students who are on level, and for students who need to be challenged. In regards to English Language Development, California Wonders and Study Sync offer resources for students at the Emerging, Expanding, and Bridging levels. These curriculum resources are aligned with the ELA-ELD framework and place specific emphasis on its five key themes: Effective Expression, Language Development, Making Meaning, Content Knowledge, and Foundational Skills.

Reclassification

Limited English Proficient (LEP) students who demonstrate that their English language skills are proficient can be reclassified Fluent-English Proficient (RFEP). The Title III Coordinator monitors the progress of LEP students and identifies those potentially eligible for reclassification using the following measures and criteria:

1. An overall CELDT score of 4 or 5, with scores 3 or above in speaking, listening, reading, and writing, or equivalent ELPAC results.
2. A score of 3 or higher on the English Language Arts section of the CAASPP/SBAC, or a score within one standard deviation of the ELA national norm on the NWEA.
3. A score of 3 or higher on a 4-point rubric evaluating an end-of-unit writing sample comparable to those of grade-level peers.
4. Teacher evaluation including, but not limited to, pupil's academic performance. "Teacher" refers to the classroom teacher and other certificated staff with direct responsibility for teaching or placement decisions of the student. Teachers may use ELA program assessments, report cards, student projects, or other appropriate assessment of reading/comprehension; written/oral communication; math; social studies; and science.
5. When criteria 1-4 are met, parents/guardians are asked for their input and consent to reclassification. The EL Coordinator reviews the criteria with them, discusses the student's pending removal from the ELD program, and explains how DVS will monitor the student's progress.

Students with an IEP are considered for reclassification on an individual basis and in consultation with the special education department.

Long Term English Learners (LTEs) are also monitored using the NWEA benchmark administered three times per year and curriculum unit assessments with a focus on the effectiveness of intervention during, before and after school.

Program evaluation

Downtown Value School evaluates its EL program each year by analyzing schoolwide and subgroup CELDT/ELCAP and CAASPP data. Additionally, observations, formative and summative assessments, and walkthrough feedback sessions are conducted throughout the year to ensure implementation of the Title III plan and EL Master Plan. Using the results of state exams and the Charter School's benchmarks, Downtown Value School improves the program and EL service delivery by adding professional development sessions, reviewing effective teaching practices, and adjusting the amount of intervention.

Gifted and Talented (GATE) Students and Students Achieving Above Grade Level

GATE Identification

At the request of the classroom teacher or parents to consider a student for placement in the GATE category, the Student Support Team gathers to review curriculum and assessment issues. While parents may bring in test results from private sources, these are considered a supplement to the overall evaluation and may not be used instead of the measures listed below.

GATE Categories

Students at Downtown Value School may be identified as GATE students in a variety of ways.

- “High Achievement” – (a) Student scores in the highest achievement band for two consecutive years on *both* ELA and Math on a standardized state exam (e.g., Advanced on CSTs or Exceeds on SBAC); or (b) Student scores in the 95th percentile or above in core content areas on a nationally normed exam (NWEA MAP Assessment).
- “Specific Academic Ability” – Student scores in the highest achievement band for three or more consecutive years on the same single subject on a standardized state exam (e.g., Advanced on CSTs or Exceeds on SBAC).
- “Intellectual Ability” – Student scores above the 95th percentile on an intelligence test administered by a school psychologist. Students must receive a teacher recommendation for two consecutive years to be considered for assessment.
- “Highly Gifted” – Student scores above the 99.5th percentile on an intelligence test administered by a school psychologist.
- “Creative Ability” (Grade 4 and above) – Students must receive a teacher recommendation for two consecutive years to be considered for a portfolio review.

- “Leadership Ability” – (Grade 4 and above) – Students must receive a teacher recommendation for two consecutive years to be considered for a portfolio review.

Parents are notified by letter or at a Student Support Team meeting if their child meets any of the criteria listed above.

Meeting the needs of gifted or advanced learners

Classroom teachers are expected to provide differentiated learning activities for all students within the regular school day. Both the ELA and Math curricular programs at Downtown Value School contain expansion and enrichment guidebooks so that teachers can provide advanced students with additional opportunities to use higher level thinking skills and apply their knowledge. Downtown Value School also provides enrichment opportunities available to all students through self-selection. For example, DVS has several after-school clubs and activities such as music, theatre, art, and ecology where students can pursue personal interests and passions. Downtown Value School encourages qualifying students to participate in programs through Johns Hopkins Center for Talented Youth (CTY).

Progress Monitoring

Downtown Value School monitors the progress of all students using the NWEA MAPS assessment program. Reports are generated that rank students by percentile rankings in relation to national norms. GATE students and other students scoring above the 90th percentile are tracked and recommended for additional testing if they continue to achieve these results over time. This data is cross referenced with curriculum based assessments as well as annual state assessments.

Students Achieving Below Grade Level

Downtown Value School strives to ensure that every child learns to the best of his or her ability. DVS uses a “Response to Intervention” (RtI) type model to ensure that each child makes sufficient progress in mastering the grade level standards. Students who make grade level progress and more as measured on general outcome measurements within the expected time frame are considered in Tier IA. Generally, approximately 75%-80% of the students in each class fall into Tier IA. These students are provided grade level and advanced curriculum, usually in a whole group setting.

Students who have demonstrated that they can make near grade level progress with some extra help in small, skill based groups are placed in Tier IB. In addition to the whole class instruction, these students receive pre-teaching, re-teaching, and sometimes English language support in small groups on a regular basis from the classroom teacher (grades 2-8) or classroom aide (TK/K and 1). Student progress is monitored frequently, with data used to group students according to need. These groups are fluid throughout the year, with students moving in and out according to results of program assessments.

Students with more significant skill challenges as identified on general outcome assessments like the SBAC or equivalent, or on benchmark assessments, are considered in Tier II. In addition to whole group instruction and small group re-teaching, these students

receive additional support from a teacher, and/or extra time on a research-based reading skills program. The teacher meets with small groups to work on many skills including but not limited to decoding and word study, fluency, and comprehension. The teacher tracks student progress using weekly and monthly assessments.

Tier II students are also referred to the Student Success Team (SST) program for further analysis of factors that may be contributing to their slower progress. A meeting is held with the teacher, parent, SST coordinator, and any other staff member involved with the student's progress to determine how best to assist the student. The group decides on a Plan of Action, a timeframe, and a date to reconvene to review progress.

When students still show insufficient progress with these strategies, increased supports are provided and a recommendation may be made to conduct further psychological assessments to check for an underlying disability.

As assessment data are collected and analyzed, there is ongoing dialogue with teachers, parents, administration, and coaches at the Charter School regarding a student's progress. Learning needs of students who are not appearing to make adequate progress in an area are identified by checking performance on a variety of assessment instruments against the learning standards. Appropriate interventions are discussed and implemented in the classroom as needed. Below are possible actions taken to address the needs of students not appearing to make adequate progress in mastering the grade level skills and knowledge:

- After determining levels of achievement, teachers may place students in small homogeneous groups for part of the day to meet the specific needs of the low achieving students. Instructional coaches and school administrators help teachers to find appropriate resources for these students, and to track their progress closely.
- Academic intervention is provided in small groups by teachers 2-3 times per week.
- Although the Charter School does not have a formal after-school tutoring program, teachers may stay after school to work with students who are performing below grade level.
- Peer tutoring, which often benefits the tutor as well as the "tutee", is offered in many of the classes.
- Parents are also provided with names of free or reasonably priced reasonable tutoring agencies, such as Salvation Army, which can provide after-school academic assistance. Students who need extra help often sit close to the front of the classroom and may be provided with printed notes or additional study aids. Computers in the classroom are used to deliver instruction, practice exercises, or skill building activities to individuals who need special assistance to develop their skills.
- Listening centers, writing centers, math manipulatives, and high interest independent-level reading materials are available for struggling learners.

For students who are below grade level and not making expected progress, the principal/vice principal or designee organizes a "Student Success Team." Such teams include

all the teachers who provide direct instruction to the student, the principal/vice principal or designated SST lead, and a person identified by the principal as an expert in instructional strategies for exceptional students. Parents are invited to participate on the team, as well as the student, if in sixth grade or above. The Student Success Team sets goals and prepares an initial plan of action. The team meets quarterly to monitor progress towards the goals and revises the plan as necessary. If the student does not demonstrate satisfactory progress, the team suggests additional interventions, which may include referral for specialized assessment.

Socio-Economically Disadvantaged/Low Income Students

The majority of students at Downtown Value School come from underserved communities. Approximately 95% of the students at Downtown Value School qualify for free or reduced price lunches. Because the vast majority of its population is considered low-income, Downtown Value School places an emphasis on connecting its students with experiences, opportunities, and resources that they may not typically have access to at home.

Downtown Value School has an after school program on-site that runs until 6pm to provide childcare, homework help, and extra-curricular activities. An on-site Parent Center hosts several workshops each month and connects parents with free or reduced cost community resources that provide access to nutrition, health care, counseling services, and more. Teachers enrich the educational experience through field trips, cultural presentations, sports, and clubs. Additionally the Charter School places an emphasis on developing soft skills such as communication, courtesy, integrity, teamwork, leadership, and professionalism that will help students succeed in college, the workforce, and beyond.

Through individual and group meetings such as “coffee with the principal”, official parent-teacher organizations, parent-teacher conferences, and other communications, parents are encouraged to interact with their child’s teacher and school administrators to further their child’s educational goals and opportunities.

Students with Disabilities

Please see the District Required Language at the beginning of Element 1.

A “Typical Day”

There are two classes in each grade from TK/K-8. Students gather in the yard every morning, and are led in the Pledge of Allegiance and Recitation of the Values at 7:55 AM. Special announcements are often presented at this time. At 8:00 AM students report to their classrooms for academic instruction. The typical day includes instruction in English Language Arts, Mathematics, Social Studies, Science, Physical Education, and Art.

Classes are self-contained in grades TK/K-5, although at some levels teachers may teach both classes of either science or social studies, depending on a teacher’s own interest level or strength. Classes in grades 6, 7, and 8 are departmentalized by subject.

Student learning takes place in a variety of ways. At any time during the day, visitors may observe teacher led instruction; individual, pair or small group projects; class or small group

discussion; demonstrations by teachers or students; and individual research activities, using both print media and electronic resources. One class may be participating in an art activity while another is learning to play the recorder. A teacher may be instructing students in physical education in the schoolyard or at a local park and recreation center. Other students may be studying plants in the school garden.

Students and teachers are respectful of others' ideas, backgrounds, property, and space. A general respect for rules and procedures is evident throughout the school. Students are engaged in the learning process, and accountable for their progress. Results of students' work are displayed in the classrooms and halls to celebrate learning and achievement at all levels.

Element 2 – Measurable Pupil Outcomes and Element 3 – Method by which Pupil Progress Toward Outcomes will be Measured

“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. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school.” (Ed. Code § 47605(b)(5)(B).)

“The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.” (Ed. Code § 47605(b)(5)(C).)

MEASURABLE GOALS OF THE EDUCATIONAL PROGRAM

Charter School shall meet all statewide content and performance standards and targets. (Ed. Code §§ 47605(c)(1), 60605.)

Charter School shall comply with all applicable laws and regulations related to AB 97 (Local Control Funding Formula) and AB 484, as they may be amended from time to time, including all requirements pertaining to pupil outcomes.

STANDARDIZED TESTING

Charter School agrees to comply with and adhere to state requirements for participation and administration of all state-mandated tests, including computer-based assessments. Charter School shall submit and maintain up-to-date and accurate California Longitudinal Pupil Achievement Data System (CALPADS) data in accordance with the requirements of California Code of Regulations, title 5, section 861. Charter School hereby grants authority to the State of California to provide a copy of all test results directly to the District as well as Charter School. Upon request, Charter School shall submit, in the requested format (e.g., CD), a copy of the results of all state-mandated tests to the District.

Measurable Goals of the Educational Program

The information and LCFF tables set forth in Element 1 are incorporated herein by reference.

Measuring Pupil Progress Toward Outcomes: Formative Assessment

Internal Assessments of Academic Progress

Teachers at Downtown Value School use a variety of strategies to assess student progress. Formative assessments include pre- and post-tests in published curricular programs, daily question and answer sessions, teacher prepared quizzes, “running records” to track reading fluency, and online progress tracking with programs such as Lexia and Zingy Learning.

Three times a year the teachers administer benchmark tests. All Value Schools campuses use the nationally normed NWEA MAP Assessments to drive instruction. Results provide teachers and other school stakeholders with valuable data on how students are progressing in acquiring skills and where their approximate zone of proximal development is in each content area. This helps teachers tailor each students learning to their individual needs. During small group time the teachers will group students with similar challenge areas together to help them work towards mastery of a variety of skills.

In addition to the Value Schools-wide benchmarks, students in grades 3-8 use the interim assessments provided by CAASPP to determine how prepared students are for the end of the year state exams. These exams test students on Common Core standards at their grade level.

Along with computer-based standardized assessments, students have a variety of other ways to demonstrate mastery of knowledge and skills. Presentations, projects, speeches, demonstrations, and written assignments are some of the ways teachers can determine attainment of student outcomes.

Grading Policy

Grading practices vary by grade level. Kindergarten through fifth grade classes use a standards-based reporting system with the following proficiency levels:

1. Insufficient progress toward meeting grade level standards
2. Below grade level in meeting standards, making progress
3. Meets grade level standards
4. Exceeds grade level standards

In grades 6-8, the following grading system is used:

F	≤59%	Insufficient progress toward meeting grade level standards
D	60-69%	Below grade level standards/ making progress
C	70-79%	Meets grade level standards
B	80-89%	Often exceeds grade level standards
A	90-100%	Consistently exceeds grade level standards with quality

Other Assessment Instruments

Downtown Value School uses surveys to measure parent engagement and support of the five core values. Parents have the option to complete the survey and rate themselves on how much they value school attendance, academic progress, safety, collaboration, and workshops offered by DVS. In the survey, parent and student rate their participation in the Charter School as well as its programs and provide feedback DVS can use to improve. Although the survey is highly encouraged, it is optional and parent can also choose to submit it but still be anonymous. These surveys are administered and analyzed annually, and reports from the data are prepared for the Board of Directors and the Charter School community.

Downtown Value School uses Power School to maintain data collected; this includes attendance and tardy records, suspension and expulsions and online access to grades.

The teachers at Downtown Value School observe and track student behaviors using age- and grade-appropriate definitions of concepts such as acceptance of responsibility; respect for self, others, and property; self-control; use of time; ability to work with others; observance of safety rules; completion of class work and completion of homework. Student behavior is rated as outstanding, good, satisfactory or unsatisfactory. Progress Reports are distributed to parents three times during the year. Parents also have online access to their child's progress.

State Testing Program

Downtown Value School participates in all testing programs required of charter schools by the state of California. The results of these tests (currently CAASPP, SBAC Mathematics and English Language Arts, and CST Science) are published by the California Department of Education and available through CDE's DataQuest portal. Downtown Value School compiles its achievement data with data from neighboring and comparable schools and disseminates that information to the school community. The Value Schools Board of Directors is also provided with analyses of the state test results to facilitate its monitoring of the Charter School's academic performance.

Using Data to Drive Instruction

Downtown Value School uses a variety of tools to gather and analyze data on student performance. In August of each year, teachers review the most recent state assessment results to analyze strengths, weaknesses, trends, and anomalies according to subject, strand, standard, student, grade, and school. All teachers will have access to their students' information and are provided the time and structure to analyze student scores, check for trends, and begin to set goals for the coming school year.

By mid-September, teachers will have administered and analyzed their first program pre-assessments for the Language Arts and Mathematics curricula. They will also administer a general outcomes assessment for Reading, Language and Math, which rounds out the picture of the performance levels for each student in their classes. Teachers then look for trends, corroborative data, and inconsistencies.

When teachers begin small groups in the fall, the teachers have a clear idea of which students need extra assistance in accessing various parts of the curriculum. They make plans in their daily schedules for targeted small group instruction with these students. The teachers keep a record with annual, benchmark, and program assessment information, along with ongoing notes on students who have been identified as “at risk” of not making grade level progress. As new assessment data are received throughout the year, they are added to this record, and student progress can be tracked by the teacher, administration, and all support providers. As teachers work with students in small groups, progress toward mastery of standards is recorded.

As partners in the education process, students and parents have access to individual performance data. Students are kept apprised of their progress on reaching benchmark standards, and help set developmentally appropriate short-term and long-term goals with their teachers. Data are shared with parents on program, benchmark, and annual assessments, and student performance data is shared at parent conferences. Aggregate student performance data (e.g., grade-level, schoolwide, and sub-group) are shared with stakeholders to inform curricular and instructional decisions.

Promotion Policy

Downtown Value School makes every effort to ensure that all students are promoted each year by implementing the following practices:

1. The curriculum, daily instructional activities, materials, textbooks, and assessments used to deliver instruction are aligned to support progress for all students towards the achievement of the Common Core Standards.
2. Teachers inform students and parents on grade policy and procedures, including the common core standards to be met for each grade level and the appeal process at the beginning of the year at open house and back to school night.
3. Teachers evaluate students on the degree to which they are progressing and achieving grade level standards for language arts, the ELD frameworks, science, and math. The score indicates student progress towards achievement of grade level standards in the following ways:
 - a. Advanced (4) – exceeds the grade level standard
 - b. Proficient (3) – meets the grade level standard
 - c. Partial Proficient (2) – making progress towards the grade level standard
 - d. Not proficient (1) – insufficient progress towards grade level standard
4. Extra support is provided to students belonging to the following subgroups: English Learners, Students with an Individualized Education Plan, low scoring students having academic and/or behavioral issues.
5. Attendance, work habits, and cooperation are not used as part of the grade and are instead demonstrated in the citizenship marks.
6. Scores and grades are marked for all students who have been enrolled and attended at a school for 15 or more days during the regular reporting period. Anything less than 15 days will be marked under the teacher’s comments as

- “insufficient assignments and/or attendance to determine performance”.
7. Teachers will inform parents regarding exceptional student performance and a struggling student’s improvement.
 8. Specific intervention should be offered and implemented before issuing a score of 1 or 2 and/or before issuing a recommendation for retention.
 9. Downtown Value School will issue the progress report to parents three times during the school year for grades K-8th.
 10. Parent input and student input will be gathered at Parent Conferences twice per year.

Retention Policy

Students who do not perform at grade level receive prompt, differentiated, and increasingly intensive intervention as necessary to bring them to grade level, using a tiered Response to Intervention model. In some instances, a constellation of factors indicate that a student who is not performing at grade level despite such intervention would benefit from an additional year in that grade. The goal is to bring that student up to grade level by enhancing the opportunity for academic, social and/or emotional success by repeating instruction and affording more time to master knowledge, skills and abilities.

When a student has not demonstrated grade-level proficiency in the core content areas, and failed to meet the criteria for conditional promotion, retention is considered. This decision will be made in consultation with the teacher, parents, and other staff, if appropriate. The final decision remains with the principal. Parent will be notified as soon as retention is being considered and no later than the end of the second trimester.

Retention Procedures

Using an RtI approach, DVS makes every effort to identify and remediate problems throughout the year to prevent the need for students to repeat a grade. That approach is described in Element 1 and includes many forms of intervention including voluntary after-school/Saturday tutoring. Retention is only considered if it is believed that having an extra year in grade will bring the student’s achievement up to grade level.

This procedure is not to be used with a special education student currently on an active IEP.

1. A parent/guardian who believes his or her child would benefit from repeating a grade level may submit a request for grade retention to the principal.
2. A teacher who notes, from performance data such as test scores and work product, as well as classroom observation, that a student’s academic performance is well below that of his or her grade-level peers, may submit a request for grade retention to the principal.
3. SST team may be contacted by the principal for the Grade Retention Teacher and Parent Information forms and to discuss the process and evidence.
4. Principal routes the Grade Retention Teacher and Parent Information forms with a date by which to have the completed forms returned to the principal.
5. Teacher completes the Grade Retention Teacher Information form.
6. Parents/guardians complete the Grade Retention Parent Information form.

7. Further data gathering, as deemed necessary, is completed for a developmental student profile. Examples include end of unit or year tests, running records, grades, etc.
8. Once the data are gathered, a retention team meeting is held and recommendation made.
9. Final retention team meeting with parents (Steps 7 & 8 could be combined).
10. Decision is reached and a Grade Retention Form is completed no later than the first week of June.
11. Future teacher is informed of plan of action.
12. If the student is retained a grade level, the principal notifies the student data system coordinator and secretary to make the appropriate grade adjustment to the student database system.
13. Place following documentation in student cumulative folder:
 - Grade Retention Teacher and Parent Information forms
 - Grade Retention Recommendation
 - Grade Retention Resolution
 - Review Staffing Form

Appeals Process

Written appeal requests are to be made by parents/guardians, within seven calendar days of the date of the retention notification meeting, to the principal. Upon request, appeal forms are available from the school office or the teacher. Principal and team will then meet again with parents to discuss the appeal and consider retention and alternatives. The final decision on retention rests with the principal.

Element 4 – Governance

“The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement.” (Ed. Code § 47605(b)(5)(D).)

GENERAL PROVISIONS

As an independent charter school, Charter School, operated as or by its nonprofit public benefit corporation, is a separate legal entity and shall be solely responsible for the debts and obligations of Charter School.

Charter School shall ensure that, at all times throughout the term of the Charter, the bylaws of its governing board and/or nonprofit corporation are and remain consistent with the provisions of this Charter. In the event that the governing board and/or nonprofit corporation operating Charter School amends the bylaws, Charter School shall provide a copy of the amended bylaws to CSD within 30 days of adoption.

Charter School shall send to the CSD copies of all governing board meeting agendas at the same time that they are posted in accordance with the Brown Act. Charter School shall also send to the CSD copies of all board meeting minutes within one week of governing board approval of the minutes. Timely posting of agendas and minutes on Charter School’s website will satisfy this requirement.

The District reserves the right to appoint a single representative to the Charter School governing board pursuant to Education Code section 47604(b).

LEGAL AND POLICY COMPLIANCE

Charter School shall comply with all applicable federal, state, and local laws and regulations, and District policy as it relates to charter schools, as they may be amended from time to time.

Charter School shall comply with all applicable federal and state reporting requirements, including but not limited to the requirements of CBEDS, CALPADS, the Public Schools Accountability Act of 1999, and Education Code section 47604.33.

Charter School shall comply with the Brown Act and the Public Records Act.

Charter School and all employees and representatives of Charter School, including members of Charter School’s governing board, members of Charter School or governing board committees and councils, Charter School administrators, and managers, shall comply with federal and state laws, nonprofit integrity standards, and LAUSD charter school policy, regarding ethics and conflicts of interest, and shall otherwise enter into all transactions and conduct business with all persons and entities, including related parties, at arm’s length.

Charter School shall notify parents, guardians, and teachers in writing within 72 hours of the issuance of a Notice of Violation, Notice of Intent to Revoke, Final Decision to Revoke, Notice of Non-Renewal, or equivalent notice, by the LAUSD Board of Education.

TITLE IX, SECTION 504, AND UNIFORM COMPLAINT PROCEDURES

Charter School shall designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under Title IX of the Education Amendments of 1972 (Title IX) and section 504 of the Rehabilitation Act of 1973 (“Section 504”), including any investigation of any complaint filed with Charter School alleging its noncompliance with these laws or alleging any actions which would be prohibited by these laws. Charter School shall notify all its students and employees of the name, office address, and telephone number of the designated employee or employees.

Charter School shall adopt and publish complaint procedures providing for prompt and equitable resolution of student and employee complaints alleging any action that would be prohibited by Title IX or Section 504.

Charter School shall adopt and implement specific and continuing procedures for notifying applicants for admission and employment, students and parents of elementary and secondary school students, employees, sources of referral of applicants for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements with Charter School, that Charter School does not discriminate on the basis of sex or mental or physical disability in the educational programs or activities which it operates, and that it is required by Title IX and Section 504 not to discriminate on any such basis.

Charter School shall establish and provide a uniform complaint procedure in accordance with applicable federal and state laws and regulations, including but not limited to all applicable requirements of *California Code of Regulations*, title 5, section 4600 et seq.

Charter School shall adhere to all applicable federal and state laws and regulations regarding pupil fees, including Education Code sections 49010 - 49013, and extend its uniform complaint procedure to complaints filed pursuant to Education Code section 49013.

Charter School shall extend its uniform complaint procedure to complaints filed pursuant to the Local Control Funding Formula legislation provisions set forth in Education Code section 52075.

RESPONDING TO INQUIRIES

Charter School, including its nonprofit corporation shall promptly respond to all inquiries, including but not limited to inquiries regarding financial records from the District, and shall cooperate with the District regarding any inquiries. Charter School acknowledges that Charter School, including but not limited to its nonprofit corporation, is subject to audit by LAUSD, including, without limitation, audit by the District Office of the Inspector General. Charter

School shall provide the District with current and accurate contact information for Charter School, Charter School administrators, and Board members.

If an allegation or other evidence of waste, fraud, abuse, or other material violation of law related to Charter School's operations, or breach of the Charter, is received or discovered by the District, Charter School, including but not limited to its nonprofit corporation, employees, and representatives, shall cooperate with any resulting inquiry and/or investigation undertaken by the District and/or the Office of the Inspector General Investigations Unit.

Charter School acknowledges and agrees that persons and entities that directly exercise control over the expenditure of Charter School's public funds shall be subject to all necessary and appropriate District charter school oversight.

NOTIFICATION OF THE DISTRICT

Charter School shall notify the Charter Schools Division (CSD) in writing of any citations or notices of workplace hazards, investigations by outside regulatory or investigative agencies, lawsuits, changes in corporate or legal status (e.g., loss of IRS 501(c)(3) status), or other formal complaints or notices, within one week of receipt of such notices by Charter School. Unless prohibited by law, Charter School shall notify the CSD in writing of any internal investigations within one week of commencing investigation. Charter School shall notify the CSD within 24 hours of any dire emergency or serious threat to the health and safety of students or staff.

STUDENT RECORDS

Upon receipt of a student records request from a receiving school/school district, Charter School shall transfer a copy of the student's complete cumulative record within ten (10) school days in accordance with Education Code section 49068. Charter School shall comply with the requirements of California Code of Regulations, title 5, section 3024, regarding the transfer of student special education records. In the event Charter School closes, Charter School shall comply with the student records transfer provisions in Element 15. Charter School shall comply with the requirements of Education Code section 49060 et seq., which include provisions regarding rights to access student records and transfer of records for youth in foster care.

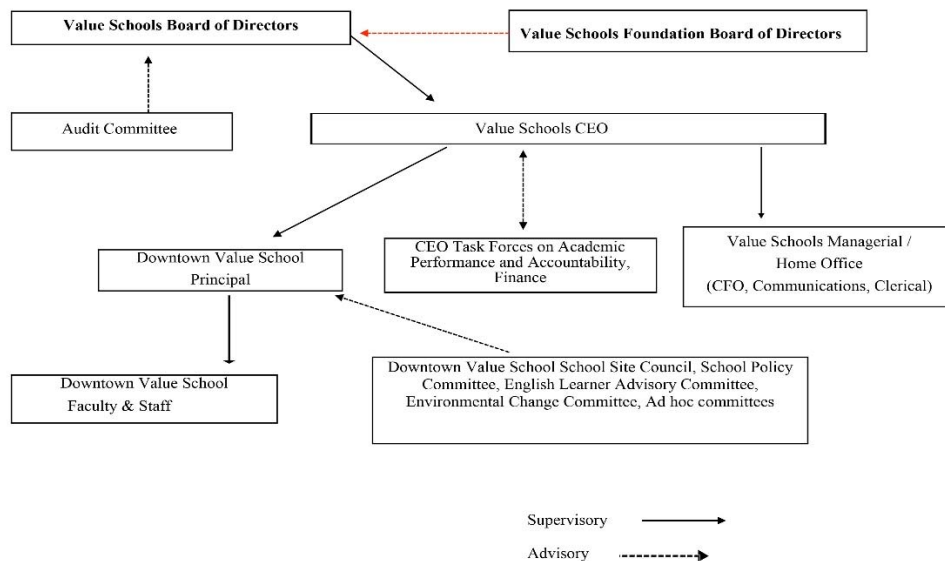
PARENT ENGAGEMENT

Charter School shall not require a parent or legal guardian of a prospective or enrolled student to perform volunteer service hours, or make payment of fees or other monies, goods, or services in lieu of performing volunteer service, as a condition of his/her child's admission, continued enrollment, attendance, or participation in the school's educational activities, or otherwise discriminate against a student in any manner because his/her parent cannot, has not, or will not provide volunteer service to Charter School.

FEDERAL PROGRAM COMPLIANCE

As a recipient of federal funds, Charter School has agreed to meet all applicable programmatic, fiscal and other regulatory requirements of the Elementary and Secondary Education Act (ESEA, also known as Every Student Succeeds Act (ESSA)) and other applicable federal programs. Charter School understands that it is a local educational agency (LEA) for purposes of federal compliance and reporting purposes. Charter School agrees that it will keep and make available to the District any documentation necessary to demonstrate compliance with the requirements of ESEA and other applicable federal programs. Charter School also acknowledges that, as part of its oversight of Charter School, the District may conduct program review for federal as well as state compliance.

Organization Chart



Value Schools

Value Schools, a Charter Management Organization, is a California nonprofit public benefit corporation established by Jerome R. Porath, Ph.D. and incorporated in July 2000.

The mission of Value Schools is to establish and support high quality, values based elementary and secondary charter schools for populations of students who have been historically underserved.

The Value Schools Board of Directors sets all policies for, and has sole legal and fiduciary responsibility for, Downtown Value School.

Value Schools is responsible for establishing and maintaining relationships with all relevant government units on behalf of the Charter School, including but not limited to the Los Angeles Unified School District, the Los Angeles County Office of Education, and the California Department of Education.

Value Schools separately accounts for all funds, public and private, that are given to Downtown Value School, and uses such funds solely for the operation of Downtown Value School. Value Schools enters into all contracts, leases and other legal agreements that may be necessary to operate Downtown Value School.

Value Schools provides financial and accounting services, legal representation, public relations and general oversight of school operations for Downtown Value School. In return for the services provided, a percentage of the public funds given to operate Downtown Value School is transferred annually for the general operations of Value Schools. That percentage is determined for each school operated by Value Schools by the anticipated cost of services provided and financial position of the charter school. Eight percent is currently set as the appropriate target when a Charter School attains full enrollment; newer schools historically have been assessed a lower amount until they reached full enrollment. Value Schools reserves the right to adjust the fees as necessary to cover the services provided.

Charter School agrees and acknowledges that the governing board of Value Schools is the sole controlling and governing body for the Charter School, and accordingly holds fiduciary authority and responsibility for, among other things:

- 1) the selection, hiring, compensation, supervision, evaluation, and termination of the CEO and all other Charter School employees;
- 2) the governance and operation of Charter School in compliance with applicable law, policy, and the Charter, as they may be amended from time to time; and
- 3) Charter School's financial management and viability, including but not limited to all expenditures and accounting of all public funds received by or on behalf of Charter School and its students.

Value Schools Board of Directors

As noted above, the Value Schools Board of Directors oversees all schools operated by Value Schools, the nonprofit public benefit corporation that operates Downtown Value School. The by-laws provide that there be no fewer than five and no more than seven members of the board.

The responsibilities of the Value Schools Board of Directors are to ensure that the mission of the Charter School is fulfilled, to hold the Value Schools Chief Executive Officer accountable for the successful performance of Downtown Value School in all areas, and to ensure the financial integrity of the Charter School and the sufficiency of resources. Current Value Schools board members have expertise in finance and investments, community resources, education, community health and business consulting.

Meeting Procedures for Value Schools Board

The Value Schools Board conducts its work through meetings of the whole and a standing Audit Committee; it is informed by the CEO of advice and analyses produced by task forces that the CEO forms from time to time to provide advice and expertise. Board meetings are usually held at one of the Value Schools, in a location sufficiently large to accommodate members of the public who attend. Time is allotted for members of the public to address the board.

Meetings are scheduled four times a year, approximately quarterly. At times throughout the year, additional Board meetings are convened as needed to approve actions related to unforeseen issues, such as the need to obtain resolutions to pursue facilities, funding, or grant opportunities. These meetings are also compliant with the Brown Act.

The meeting dates and locations of Value Schools Board of Directors and School Site Council are given in writing to the parents of students enrolled in Downtown Value School according to Brown Act timelines. These meeting dates and locations are posted at Downtown Value School in a prominent place as close to its main entrance as is practically possible, included in the monthly newsletter and posted on the Value Schools website. At least three calendar days prior to the meeting of either body, the meeting agenda is posted in the same location as the notice of dates and locations. The meetings comply with any other Brown Act timelines.

Agendas and minutes of the meeting are made available by other means (e.g., e-mail, web posting) 72 hours in advance of regular meetings and 24 hours in advance of special meetings in accordance with the Brown Act. Minutes of the meeting are available on the Value Schools website and at DVS's main office.

Quorum. A majority of the authorized Directors shall constitute a quorum of the Board for the transaction of business.

Teleconferencing. The Board may elect to use teleconferencing in connection with any meeting of the Board. If the Board elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. The timeline for posting the notice and agenda shall be the same as for an in-person meeting of the Board. The agenda shall provide an opportunity for members of the public to address the Board directly at each teleconference location. During the teleconference, at least a quorum of the members of the Board shall participate from locations within the boundaries of the School District. Participation in a meeting through use of teleconferencing constitutes presence in person at that meeting as long as all members participating in the meeting are able to hear one another. All votes taken during a teleconferenced meeting shall be by roll call.

Audit Committee

The Audit Committee comprises one or more members of the Value Schools Board and such other participants as the chair of the Value Schools Board may appoint. The current Audit Committee comprises one member of the Value Schools Board and one member of the Value Schools Foundation Board. This committee participates in the selection of an external auditor, annually meets with the auditor and reports audit findings to the Value Schools Board of Directors. The committee complies with the Brown Act in conducting its work.

CEO Task Force on Academic Performance and Accountability

Members of this task force are selected from the Value Schools board, the Value Schools Foundation board, senior staff and school leadership. This examines the ways in which Downtown Value School determines its success in academic performance. It considers the performance elements being measured, the means by which they are measured, the timing of the measurements and the ways in which results are being reported. Principal provides the group with current dashboard metrics to review. These include schoolwide and subgroup goals developed in the LCAP and progress made toward reaching these goals. In addition, any internal metrics determined to be significant in fulfilling the mission of the charter will be included.

The task force may determine that there are other elements in the Value schools that are essential to success and therefore should be measured, and so consider alternate forms of measurements and means of reporting the results.

At times the task force may examine topical issues in education and the way they might lead to increased academic performance.

The task force regularly reports its findings to the Value Schools Board of Directors to help the board fulfill its responsibility to ensure a successful educational program.

CEO Task Force on Finance

This task force, composed of members of both the Value Schools board and the Value Schools Foundation board, works with the CEO, CFO and back office service provider to ensure that the finances of Downtown Value School are being properly managed and reported. It regularly reviews the financial reports prepared by the staff. It considers whether the reporting forms are adequate or whether they should be changed to provide a better understanding of school finance. The group also reviews the business practices of Value Schools and looks for ways to improve efficiency and effectiveness. The group regularly reports its findings to the Value Schools Board of Directors to help the Board fulfill its responsibility to ensure sound financial operations.

Chief Executive Officer

The primary responsibility of the Chief Executive Officer (CEO) of *Value Schools* is the leadership and management of that organization. The duties of the CEO include but are not limited to oversight of academic programs; educational leadership; fundraising; development; public relations; budgeting; long range planning; student services; recruitment of personnel for the home office and the appointment, support, evaluation

and, if needed, dismissal of school principals. In addition, the CEO is responsible for the financial stability of the organization and oversight, control and supervision of all buildings, grounds and equipment.

The CEO supports the principals by holding bi-weekly one-on-one meetings to discuss important issues. In addition, the CEO and all principals in the Value Schools organization meet as a group, also on a bi-weekly basis, to discuss any problems and concerns that may arise, to provide mutual support, and to share best practices. The CEO convenes Value Schools leadership workshops to provide professional development for principals and other school leaders.

The CEO reports to the Value Schools governing board, which as noted above is responsible for the selection, hiring, compensation, supervision, evaluation, and termination of the CEO. The CEO is not a member of the Value Schools Board of Directors or the Value Schools Foundation Board.

Chief Financial Officer

The Chief Financial Officer (CFO) keeps and maintains adequate and correct accounts of the properties and the financial transactions of Value Schools. The CFO works closely with the CEO and back office service providers to ensure that each school and the organization is financially sound and has adequate and appropriate processes and procedures in place to guarantee ongoing success. The CFO provides expertise in the areas of: finance and accounting; payroll and human resources; insurance; grant and bond reporting. The CFO ensures timely preparation and dissemination of such financial reports as may be required by the Board of Directors and other stakeholders of the organization.

The CFO supports the activities of the auditors during the annual financial audit. The CFO reports to and is evaluated by the CEO.

Communications Director

The Communications Director is responsible for promoting the image of Value Schools through the organization's website, through regular e-mail communication with stakeholders and supporters, and through the publication of materials. In addition to compiling and presenting statistical information, the Communications Director identifies the success stories of students and faculties and disseminates those stories. The Communications Director also provides support to faculty members in their use of the Value Schools website. The Communications Director reports to and is evaluated by the CEO.

Principal

The major responsibility for Charter School decisions rests with the principal. The principal has authority in the areas of school personnel, curriculum, students, facilities and finances. The principal also chairs the School Site Council. The principal reports to and is evaluated by the CEO.

Faculty & Staff

See Job Descriptions in Element 5. Faculty and staff on each campus report to and are evaluated by the principals.

School Site Council

Downtown Value School has established a School Site Council as prescribed by Cal. Ed. Code section 52852. The School Site Council complies with the Brown Act in its operations. Information from School Site Council meetings is communicated to the Value Schools Board by the Principal.

School Policy Committee

Downtown Value School has a school policy committee that provides direction and oversight to the Charter School, subject to the terms and limitations specified by the board of directors. Subject to the reserved rights of the board of directors, the School Policy Committee has the authority and responsibility to formulate and approve all policies necessary to the governance of the Charter School, including the School Safety Plan. Such policies must be consistent with the policies adopted by the board of directors for the governance of all schools.

The School Policy Committee comprises the Principal of Downtown Value School, who serves as chair; 20% of the faculty up to four members; a number of parents of current student(s) equal to 2% of enrollment, up to five members; and such classified staff and community representatives as the committee determines in its by-laws.

Stakeholder Involvement

Stakeholder input is vital to developing a school responsive to the needs of its constituents. The Charter School consults with all stakeholder groups to develop and update the Local Control Accountability Plan (LCAP) throughout the year. School level and subgroup performance data are made available so parents can review student progress. Parents are invited to participate in discussions and surveys to provide input and feedback on spending and program decisions. Downtown Value School also invites parent participation in the Parent Teacher Organization, the ELAC, an Environmental Change Committee, WASC Focus Groups, and a Parent Advisory Council pursuant to Title I. These groups create additional avenues for parental communication and influence on the operation of the Charter School.

Student opportunities for involvement include: Student Government, Environmental Change Committee, School Site Council, WASC Focus Groups, and Student Leadership. While students and parents can be elected to various roles within these committees by their peers, these meetings are public and everyone is welcome to attend and participate.

Teachers participate in a variety of committees throughout the year to analyze performance data and evaluate program effectiveness. A collaborative process encourages maximum involvement in decision making.

In addition to these groups and committees, stakeholder input is gathered during Coffee/Tea with the Principal, Town Hall Meetings, Grade Level Community Time, and Faculty/Staff Meetings.

Value Schools Foundation

Value Schools Foundation (“VSF”) is a California nonprofit public benefit corporation that is recognized as an exempt organization under section 501(c)(3) of the Internal Revenue Code. VSF was created and is operated exclusively to support Value Schools. The board of the Value Schools Foundation diligently recruits candidates who share the vision of Value Schools and who have the capacity to make a contribution to the advancement of the mission of Value Schools. This capacity is demonstrated through having the time to assist with various projects, the talent to provide expertise in areas where the board is making decisions or providing oversight, or the treasure to provide financial assistance.

In the Value Schools bylaws, the Value Schools Foundation is identified as the corporation’s “Sponsor” and is granted numerous powers such as the authority to fix the number of directors within a specified range, designate directors, set the terms of designated directors, remove directors, and fill director vacancies. Value Schools Foundation does not vote on or otherwise control matters governed by the Value Schools Board including but not limited to the governance and operation of Value Schools’ charter schools and as delineated in the approved charters. The governing board of Value Schools is the holder of the Downtown Value School charter and ultimately has all governing and fiduciary responsibility for any and all actions of the Charter School.

Element 5 – Employee Qualifications

“The qualifications to be met by individuals to be employed by the charter school.” (Ed. Code § 47605(b)(5)(E).)

EQUAL EMPLOYMENT OPPORTUNITY

Charter School acknowledges and agrees that all persons are entitled to equal employment opportunity. Charter School shall not discriminate against applicants or employees on the basis of race, color, religion, sex, gender, gender expression, gender identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, genetic information, military and veteran status, or any other characteristic protected by California or federal law. Equal employment opportunity shall be extended to all aspects of the employer-employee relationship, including but not limited to recruitment, selection, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and dismissal from employment.

ESEA/ESSA AND CREDENTIALING REQUIREMENTS

Charter School shall adhere to all requirements of the Elementary and Secondary Education Act (ESEA, also known as Every Student Succeeds Act (ESSA)) that are applicable to teachers and paraprofessional employees. Charter School shall ensure that all teachers are appropriately assigned and fully credentialed in accordance with applicable state requirements for certificated employment, including but not limited to the provisions of Education Code section 47605(l). Charter School shall maintain current copies of all teacher credentials and make them readily available for inspection.

Employee Positions and Qualifications

For the term of the charter, Downtown Value expects to employ individuals in the following positions:

Certificated: Principal Vice-Principal Dean of Students Teacher – Core Subjects Teacher – Instructional Coach Teacher – Special Area Substitute Teacher (as needed)	Classified: Teacher Aide School Secretary/Clerical Assistant School Custodian/Janitor School Facilities Maintenance Worker
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Job descriptions for Downtown Value School positions follow.

Job Description for Position of Principal

General Responsibility

The principal provides overall leadership, direction and management to a school community in accord with the policies and practices of *Value Schools*.

Supervision

The principal is supervised by the chief executive officer of *Value Schools* (or an authorized delegate) and is directly responsible to that person.

Specific Duties

1. Hires, supervises and evaluates the teachers and other school personnel; subject to the policies of *Value Schools* governing the qualification for employees and the personnel practices—including teacher evaluation based on student achievement.
2. Organizes the instructional program, chooses the programs and materials, and supervises the instruction and assessment of students; with the advice and assistance of the faculty and subject to the curriculum standards and program assessment for *Value Schools*.
3. Administers the admission of students to DVS, including the student orientation and parent induction (described later), makes major student disciplinary decisions, supervises the grading of student performance and makes student placement decisions; with the advice and assistance of the faculty.
4. Supervises the maintenance and repair of the materials, equipment and school facilities and property; makes recommendations for facilities improvements. The faculty is invited to offer suggestions for facilities improvements.
5. Assist the *Value Schools* CEO in preparing the school budget according the budget preparation guidelines for *Value Schools* and makes or approves all financial decisions necessary to implement the approved budget plan. The faculty is invited to make suggestions in the preparation of the budget.
6. Chairs the School Site Council and provides it with staff support.
7. Plans appropriate professional development activities.
8. Acts as a role model of the five core values of *Value Schools*.
9. Supports the philosophy and goals of the school and the mission and goals of *Value Schools*.
10. Ensures the health, safety and welfare of students and other faculty and staff.
11. Holds confidential matters with appropriate confidentiality.
12. Adheres to all the policies and practice of the school and of *Value Schools*.
13. Carries out other such duties and responsibilities as may be assigned by the chief executive officer (or authorized delegate) to achieve the goals of *Value Schools*.

Required Qualifications

1. Evidence of agreement with the five core values of *Value Schools*.
2. Master's degree in school administration (or equivalent).
3. Successful experience as a principal in a private or parochial school or as a principal in a "site-based-managed" public school; or preparation through
 - a. on-the-job training by having been a vice-principal (or equivalent position with a different title) in a private, parochial or site-based-managed public school or
 - b. graduate level education in a program designed to prepare for leadership in private or parochial school.
4. Compliance with the policies on tuberculosis, criminal record review and employment eligibility verification.
5. Fluency in the English language.
6. Ability to observe visually student activities and read printed materials; to hear oral questions and instructions; orally present information, give directions and answer questions; to arrange furniture, equipment and materials in classrooms and other school settings; to move about in such a manner as to supervise adequately student behavior in the classroom and in other school settings.

Desired Qualifications

1. Five years successful experience as a principal of a private, parochial or site-based-managed public school.
2. Academic preparation through graduate level education in a program designed to prepare for leadership in private or parochial school.
3. Fluency in the native language of the Charter School's students other than English.

**Job Description for Position of
Vice Principal****General Responsibility**

The vice principal is responsible for assisting the principal by performing some of the duties of the principal in accord with the policies and practices of *Value Schools*. The vice principal may also be assigned teaching responsibilities.

Supervision

The vice principal is supervised by the principal and is directly responsible to the principal.

Specific Duties

1. Performs certain specific duties of the principal that are assigned by the principal.
2. Gives assistance to the principal in undertaking certain activities of the specific duties of the principal.

3. Represents the principal to the faculty, staff, parents and students in the absence of the principal.
4. Participates in the professional development activities that have been established by the principal or by the chief executive officer (or authorized delegate).
5. Acts as a role model of the five core values of *Value Schools*.
6. Supports the philosophy and goals of the school and the mission and goals of *Value Schools*.
7. Ensures the health, safety and welfare of students and other faculty and staff.
8. Holds confidential matters with appropriate confidentiality.
9. Adheres to all the policies and practice of the school and of *Value Schools*.

Required Qualifications

1. Evidence of agreement with the five core values of *Value Schools*.
2. A master's degree or California teaching credential.
3. Five years successful teaching experience.
4. Compliance with the policies on tuberculosis, criminal record review and employment eligibility verification.
5. Fluency in the English language.

Desired Qualifications

1. Experience working in one of the *Value Schools*.
2. Preparation by experience or education to be a principal in one of the *Value Schools*.
3. Fluency in the native language of the students other than English.

Job Description for the Position of Dean of Students

General Responsibility

The Dean of Students is responsible for maintaining order in the school community.

Supervision

The Dean of Students is supervised by the principal and is directly responsible to the principal.

Specific Duties

1. Performs certain specific duties of the principal that are assigned by the principal.
2. Gives assistance to the principal in undertaking certain activities of the specific duties of the principal.
3. Participates in the professional development activities that have been established by the principal or by the chief executive officer (or authorized delegate).
4. Acts as a role model of the five core values of *Value Schools*.

5. Supports the philosophy and goals of the school and the mission and goals of *Value Schools*.
6. Ensures the health, safety and welfare of students and other faculty and staff.
7. Holds confidential matters with appropriate confidentiality.
8. Adheres to all the policies and practice of the school and of *Value Schools*.
9. Works with faculty and staff to:
 - a. In creating classroom discipline procedures,
 - b. Observe classroom management,
 - c. Organize meetings with parents and students,
 - d. Update emergency procedures in classroom and school,
 - e. Help develop sound relationships with students,
 - f. Assure that students are demonstrating the values of the school.
10. Work with students to:
 - a. Mend and maintain relationships with teachers, students and parents,
 - b. Assist them with their behavior in the classroom,
 - c. Hold them accountable for their actions,
 - d. Develop to their fullest potential,
 - e. Work with our counseling services,
 - f. Understand the need to be at school on time.
11. Work with parents to:
 - a. Emphasize the importance of academic excellence,
 - b. Encourage their parental role in their student's life,
 - c. Create the safe and learning environment at home,
 - d. Solve student's behavioral issues in the classroom,
 - e. Help reinforce the five Values of the school.

Required Qualifications

1. Evidence of agreement with the five core values of *Value Schools*.
2. A bachelor's degree or California teaching credential.
3. Five years successful teaching experience.
4. Compliance with the policies on tuberculosis, criminal record review and employment eligibility verification.
5. Fluency in the English language.

Desired Qualifications

1. Experience working in one of the *Value Schools*.

2. Preparation by experience or education to be a principal in one of the *Value Schools*.
3. Fluency in the native language of the charter school students other than English.

Job Description for Position of Teacher—Core Subjects

General Responsibility

A core teacher is responsible for facilitating student learning at a specified grade level(s) or in a basic subject area(s) in accord with the policies and practices of *Value Schools*.

Supervision

A core teacher is supervised by the school principal and is responsible to the principal. However, if the size of the school justifies school administrators in addition to a principal, the principal may assign the supervision of a teacher to one of these other administrators.

Specific Duties

1. Prepares and delivers instruction.
2. Monitors student acquisition of the learning standards by formal and informal means.
3. Supervises students, models and reinforces responsible student behavior.
4. Provides reports on student progress to all relevant stakeholders.
5. Maintains an environment that is conducive to learning.
6. Participates in school planning, budgeting and decision making with the principal as required.
7. Supports and cooperates with other school faculty and staff in a manner that furthers the successful completion of their duties.
8. Responds promptly and respectfully to inquiries from parents.
9. Attends such parent, community and professional meetings required by the principal.
10. Participates in relevant professional development activities.
11. Acts as a role model of the five core values of *Value Schools*.
12. Supports the philosophy and goals of the school and the mission and goals of *Value Schools*.
13. Ensures the health, safety and welfare of students and other faculty and staff.
14. Holds confidential matters with appropriate confidentiality.
15. Adheres to all the policies and practice of the school and of *Value Schools*.
16. Performs other duties that may be assigned by the principal that further the goals of the school.

Required Qualifications

1. Evidence of agreement with the five core values of *Value Schools*.

2. Bachelor's degree in the subject area(s) to be taught or in a closely related area.
3. Has the appropriate credential for the position.
4. Compliance with the policies on tuberculosis, criminal record review and employment eligibility verification.
5. Fluency in the English language.
6. Ability to observe visually student activities and read printed materials; to hear oral questions and instructions; orally present information, give directions and answer questions; to arrange furniture, equipment and materials in classrooms and other school settings; to move about in such a manner as to supervise adequately student behavior in the classroom and in other school settings.

Desired Qualifications

1. Successful experience in teaching or in other ways working with students (of the age level for which employment is offered).
2. Fluency in the native language of the students other than English.

Job Description for Position of Teacher – Instructional Coach

General Responsibility

An instructional coach is responsible for ensuring that student learning is facilitated at a specified grade level(s) or in a basic subject area(s) in accord with the policies and practices of *Value Schools*.

Supervision

An instructional coach is supervised by the school principal and is responsible to the principal. However, if the size of the school justifies school administrators in addition to a principal, the principal may assign the supervision of an instructional coach to one of these other administrators.

Specific Duties

1. Prepares and supports teachers in both curriculum and pedagogy.
2. Responds promptly to inquiries from parents Attends relevant parent, community and professional meetings.
3. Plans and/or participates in relevant professional development activities. Acts as a role model of the five core values of *Value Schools*.
4. Supports the philosophy and goals of the school and the mission and goals of *Value Schools*.
5. Ensures the health, safety and welfare of students and other faculty and staff.
6. Holds confidential matters with appropriate confidentiality.
7. Adheres to all the policies and practice of the school and of *Value Schools*.
8. Performs other duties that may be assigned by the principal that further the goals of the school.

Required Qualifications

1. Evidence of agreement with the five core values of *Value Schools*.
2. Bachelor's degree in the subject area(s) to be taught or in a closely related area.
3. Has the appropriate credential for the position.
4. Five years successful teaching experience, with a proven track record of student academic performance.
5. Compliance with the policies on tuberculosis, criminal record review and employment eligibility verification.
6. Fluency in the English language.
7. Ability to observe visually student activities and read printed materials; to hear oral questions and instructions; orally present information, give directions and answer questions; to arrange furniture, equipment and materials in classrooms and other school settings; to move about in such a manner as to supervise adequately student behavior in the classroom and in other school settings.

Desired Qualifications

1. Successful experience in teaching or in other ways working with students (of the age level for which employment is offered).
2. Fluency in the native language of the students other than English.

**Job Description for Position of
Teacher—Special Area****General Responsibility**

A special area teacher is responsible for facilitating student learning by providing a particular educational service that supplements the work of the core teachers in accord with the policies and practices of *Value Schools*. Some examples of Special Area teachers are: special education teachers, remedial specialists, speech therapist, librarians, school counselors, arts teachers and physical education teachers.

Supervision

A special area teacher is supervised by the school principal and is responsible to the principal. However, if the size of the school justifies school administrators in addition to a principal, the principal may assign the supervision of a teacher to one of these other administrators.

Specific Duties

1. Determines specialized needs of the students through consultation with one or more of the core teachers and the principal and through appropriate assessment procedures.
2. Prepares and delivers instruction, support or experiences to increase or enhance student learning.
3. Supervises students, models and reinforces responsible student behavior.
4. Provides reports on student progress to all relevant stakeholders

5. Maintains an environment that is conducive to learning.
6. Participates in school planning, budgeting and decision making with the principal as required.
7. Supports and cooperates with other school faculty and staff in a manner that furthers the successful completion of their duties.
8. Responds promptly and respectfully to inquiries from parents.
9. Attends such parent, community and professional meetings required by the principal.
10. Participates in relevant professional development activities.
11. Acts as a role model of the five core values of *Value Schools*.
12. Supports the philosophy and goals of the school and the mission and goals of *Value Schools*.
13. Ensures the health, safety and welfare of students and other faculty and staff.
14. Holds confidential matters with appropriate confidentiality.
15. Adheres to all the policies and practice of the school and of *Value Schools*.
16. Performs other duties that may be assigned by the principal that further the goals of the school.

Required Qualifications

1. Evidence of agreement with the five core values of *Value Schools*.
2. Bachelor's degree in the subject area(s) to be taught or in a closely related area.
3. Has the appropriate credential for the position.
4. Compliance with the policies on tuberculosis, criminal record review and employment eligibility verification.
5. Fluency in the English language.
6. Ability to observe visually student activities and read printed materials; to hear oral questions and instructions; orally present information, give directions and answer questions; to arrange furniture, equipment and materials in classrooms and other school settings; to move about in Compliance with the policies on tuberculosis, criminal record review and employment eligibility verification.

Desired Qualifications

1. Successful experience in teaching or in other ways working with students (of the age level for which employment is offered).
2. Fluency in the native language of the students other than English.

Job Description for Position of Substitute Teacher

General Responsibility

A substitute teacher is responsible for facilitating student learning by performing the work of a core teacher and special area teacher in the absence of that teacher in accord with the policies and practices of *Value Schools*.

Supervision

A substitute teacher is supervised by the school principal and is responsible to the principal in all matters. However, if the size of the school justifies school administrators in addition to a principal, the principal may assign the supervision of a substitute teacher to one of these other administrators.

Specific Duties

1. Implements the lesson plans, learning activities and assessments that were designed by the core teacher or special area teachers.
2. In cases of a long absence of a core teacher or special area teacher, the substitute teacher may be required to perform all the specific duties of the teacher for whom a substitute is needed.
3. Acts as a role model of the five core values of *Value Schools*.
4. Supports the philosophy and goals of the school and the mission and goals of *Value Schools*.
5. Ensures the health, safety and welfare of students and other faculty and staff.
6. Holds confidential matters with appropriate confidentiality.
7. Adheres to all the policies and practice of the school and of *Value Schools*.
8. Performing other duties that may be assigned by the principal that further the goals of the school.

Required Qualifications

1. Evidence of agreement with the five core values of *Value Schools*.
2. Bachelor's degree in the subject area(s) to be taught or in a closely related area.
3. Has the qualifications required by the State of California for the position.
4. Compliance with the policies on tuberculosis, criminal record review and employment eligibility verification.
5. Fluency in the English language.
6. Ability to observe visually student activities and read printed materials; to hear oral questions and instructions; orally present information, give directions and answer questions; to arrange furniture, equipment and materials in classrooms and other school settings; to move about in such a manner as to supervise adequately student behavior in the classroom and in other school settings.

Desired Qualifications

1. Successful experience in teaching or in other ways working with students (of the age level for which employment is offered).

2. Fluency in the native language of the students other than English.

Job Description for Position of Teacher Aide

General Responsibility

A teacher aide assists a core teacher or special area teacher in the performance of that person's responsibilities in accord with the policies and practices of *Value Schools*.

Supervision

A teacher aide is supervised by the teacher or teachers to whom the teacher aide is assigned and is responsible to that teacher(s). The principal of the school (or another administrator) also exercises general supervision of the teacher aide.

Specific Duties

1. Guides students in learning activities under the direction of the teacher.
2. Provides supervision of students along with the teacher and, at times, independently of the teacher, especially before school, during recess, lunch, and after school.
3. Assists the teacher in maintaining an environment that is conducive to learning, and helps to maintain the general appearance of all school facilities.
4. Reviews student work under the supervision of the teacher.
5. Arranges furnishings, materials and equipment.
6. Does printing, copying and mailing as needed to support the teacher.
7. Reports on student learning and behavior to the teacher as is necessary.
8. Meets with parents, along with the teacher, if needed to support student performance.
9. Attends such parent, community and professional meetings that in the opinion of the principal are necessary for teacher attendance.
10. Participates in the professional development activities that have been established by the principal or by the chief executive officer (or authorized delegate).
11. Acts as a role model of the five core values of *Value Schools*.
12. Supports the philosophy and goals of the school and the mission and goals of *Value Schools*.
13. Ensures the health, safety and welfare of students and other faculty and staff.
14. Holds confidential matters with appropriate confidentiality.
15. Adheres to all the policies and practice of the school and of *Value Schools*.
16. Performs other duties that may be assigned by the principal that further the goals of the school.

Required Qualifications

1. Evidence of agreement with the five core values of *Value Schools*.
2. Sixty semester units or ninety quarter units of college level course.
3. Has the qualifications required by the State of California for the position.
4. Compliance with the policies on tuberculosis, criminal record review and employment eligibility verification.
5. Fluency in the English language.
6. Ability to observe visually student activities and read printed materials; to hear oral questions and instructions; orally present information, give directions and answer questions; to arrange furniture, equipment and materials in classrooms and other school settings; to move about in such a manner as to supervise adequately student behavior in the classroom and in other school settings.

Desired Qualifications

1. A bachelor's degree or some college experience.
2. Experience in working with children.
3. Fluency in the native language of the students other than English.

**Job Description for Position of
School Secretary****General Responsibility**

A secretary provides clerical and staff support to principals and to others on the school faculty and staff.

Supervision

The secretary is supervised by the principal or by a staff person assigned by the principal to perform the function; the secretary is responsible to the principal or assigned staff person.

Specific Duties

1. Performs clerical functions of word processing, data entry, filing, mailing, telephone calling and answering, scheduling of events, arrangements for meetings and appointments and so forth.
2. Performs receptionist duties of greeting visitors, answering general inquiries about the school, observing the comings and goings of persons on school premises.
3. Assists in the preparation of reports and school records (attendance, fire drills, inspections, employee work hours, and so forth).
4. Calls parents of absent students or parents in cases of special needs.
5. Manages projects as assigned by the principal.
6. Helps with certain bookkeeping and financial management functions.

7. Makes purchases of office and certain school supplies.
8. Admits tardy students and records their entry into the school.
9. Acts as liaison with health professionals and other community agents.
10. Supports teachers as may be necessary in arranging field trips, duplication of materials and ordering of instructional supplies.
11. Attends staff meetings as scheduled by the principal.
12. Participates in the professional development activities that have been established by the principal or by the chief executive officer (or authorized delegate).
13. Acts as a role model of the five core values of *Value Schools*.
14. Supports the philosophy and goals of the school and the mission and goals of *Value Schools*.
15. Ensures the health, safety and welfare of students and other faculty and staff.
16. Holds confidential matters with appropriate confidentiality.
17. Adheres to all the policies and practice of the school and of *Value Schools*.
18. Performs other duties that may be assigned by the principal that further the goals of the school.

Required Qualifications

1. Evidence of agreement with the five core values of *Value Schools*.
2. High school diploma.
3. Proficiency in word processing, data entry and management, the use of computers and other office equipment.
4. Compliance with the policies on tuberculosis, criminal record review and employment eligibility verification.
5. Fluency in the English language.
6. Ability to observe visually student activities and read printed materials; to hear oral questions and instructions; orally present information, give directions and answer questions; to arrange furniture, equipment and materials in classrooms and other school settings.

Desired Qualifications

1. Experience of three or more years in a secretarial position.
2. Experience as an employee or volunteer in a school or agency serving school-aged children and youth.
3. One or more complete semesters of college.
4. Knowledge of basic spreadsheet functions.
5. Fluency in a native language of the students other than English.

Job Description for Position of School Custodian

General Responsibility

A custodian is responsible for cleaning the school building and grounds and keeping the appearance of the facilities in good order.

Supervision

The custodian is supervised by the principal or by a staff person assigned by the principal to perform the function; the custodian is responsible to the principal or assigned staff person.

Specific Duties

1. Cleans regularly and routinely all areas of the building.
2. Ensures that the exterior of the building and grounds are in good order.
3. Prepares for the principal a schedule for the cleaning of the building.
4. Assists faculty and staff in the maintaining the good appearance of their work areas.
5. Cleans facilities on evenings or weekends as may be needed to accommodate school activities.
6. Orders cleaning and other school supplies.
7. Attends staff meetings as scheduled by the principal.
8. Participates in appropriate professional development activities.
9. Acts as a role model of the five core values of *Value Schools*.
10. Supports the philosophy and goals of the school and the mission and goals of *Value Schools*.
11. Ensures the health, safety and welfare of students and other faculty and staff.
12. Holds confidential matters with appropriate confidentiality.
13. Adheres to all the policies and practice of the school and of *Value Schools*.
14. Performs other duties that may be assigned by the principal that further the goals of the school.

Required Qualifications

1. Evidence of agreement with the five core values of *Value Schools*.
2. High school diploma.
3. Compliance with the policies on tuberculosis, criminal record review and employment eligibility verification.
4. Fluency in the English language.
5. Ability to observe visually student activities and read printed materials; to hear oral questions and instructions; orally present information, give directions and answer questions; to arrange furniture, equipment and materials in classrooms and other school settings.

Desired Qualifications

1. Experience of three or more years in a custodial position.
2. Experience as an employee or volunteer in a school or agency serving school-aged children and youth.
3. Fluency in a native language of the students other than English.

Job Description for Position of School Facilities Maintenance Worker

General Responsibility

A school facilities maintenance worker is responsible for keeping the building systems in good working order.

Supervision

The school facilities maintenance worker is supervised by the principal or by a staff person assigned by the principal to perform the function; the school facilities maintenance worker is responsible to the principal or assigned staff person.

Specific Duties

1. Inspects, maintains and repairs building systems (electrical, plumbing, HVAC, and so forth) either directly or by arranging for the inspection, repair and maintenance.
2. Prepares for the principal a schedule of inspections and maintenance.
3. Identifies, screens, and assists in the selection of maintenance and repair services.
4. Makes purchases of supplies and equipment.
5. Performs one or more of the duties of a school custodian in the absence of the custodian.
6. Attends staff meetings as scheduled by the principal.
7. Participates in the professional development activities that have been established by the principal or by the chief executive officer (or authorized delegate).
8. Acts as a role model of the five core values of *Value Schools*.
9. Supports the philosophy and goals of the school and the mission and goals of *Value Schools*.
10. Ensures the health, safety and welfare of students and other faculty and staff.
11. Holds confidential matters with appropriate confidentiality.
12. Adheres to all the policies and practice of the school and of *Value Schools*.
13. Performs other duties that may be assigned by the principal that further the goals of the school.

Required Qualifications

1. Evidence of agreement with the five core values of *Value Schools*.
2. High school diploma.
3. Experience as a tradesperson or apprentice in at least one area of building systems or has three years of experience in facilities maintenance.
4. Compliance with the policies on tuberculosis, criminal record review and employment eligibility verification.
5. Fluency in the English language.

6. Ability to read printed materials; to hear oral questions and instructions; orally present information, give directions and answer questions; to arrange furniture, equipment and materials in classrooms and other school settings;.

Desired Qualifications

1. Holds a license in one or more of the areas of building systems.
2. Has three or more years of experience in facilities maintenance.
3. Experience as an employee or volunteer in a school or agency serving school-aged children and youth.
4. Fluency in a native language of the students other than English.

Element 6 – Health and Safety Procedures

“The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the charter school furnish it with a criminal record summary as described in Section 44237.” (Ed. Code § 47605(b)(5)(F).)

HEALTH, SAFETY AND EMERGENCY PREPAREDNESS PLAN

Charter School shall comply with all applicable federal, state, and local requirements related to school and student health, safety, and emergency preparedness.

If Charter School occupies and/or operates on a District facility, Charter School shall comply with all District health, safety, and emergency procedures and requirements applicable to District facilities and related operations, and shall be subject to inspection by the District’s Facilities Services Division, OEHS, and other District offices in the same manner as other LAUSD campuses.

Charter School shall adopt, implement, and maintain at all times a current, comprehensive, and site-specific Health, Safety, and Emergency Preparedness Plan, which must include but is not limited to provisions for building and site emergency evacuation and the acquisition and maintenance of adequate onsite emergency supplies. Charter School shall ensure that all staff members receive annual training on Charter School’s health, safety, and emergency procedures, including but not limited to training on bloodborne pathogens, and shall maintain a calendar for, and conduct, emergency response drills for students and staff.

Charter School shall provide all employees, and other persons working on behalf of Charter School who are mandated reporters, with annual training on child abuse detection and reporting, which shall occur within the first six weeks of each school year, or within the first six weeks of a person’s employment if employed after the beginning of the school year, in accordance with the requirements of AB 1432 (2014).

Charter School shall stock and maintain the required number and type of emergency epinephrine auto-injectors onsite and provide training to employee volunteers in the storage and use of the epinephrine auto-injector as required by Education Code section 49414 and section 4119.2 of the Business and Professions Code, as they may be amended from time to time.

Charter School shall comply with the requirements of Education Code section 49475, with respect to any athletic program (as defined in Education Code § 49475) offered by or on behalf of Charter School.

Charter School shall periodically review, and update and/or modify as necessary, its Health, Safety, and Emergency Preparedness Plan, and keep it readily available for on-site use. Charter School shall provide a copy of the Health, Safety, and Emergency Preparedness Plan for review upon CSD request.

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

Charter School, including its employees and officers, shall comply with the Family Educational Rights and Privacy Act (FERPA) and Education Code section 49060 et seq. at all times.

CRIMINAL BACKGROUND CLEARANCES AND FINGERPRINTING

Charter School shall comply with all requirements of Education Code sections 44237 and 45125.1. Charter School shall designate and maintain at all times at least one Custodian of Records duly authorized by the California Department of Justice.

Charter School shall maintain on file and available for inspection evidence that (1) Charter School has performed criminal background checks and cleared for employment all employees prior to employment; (2) Charter School has obtained certification from each of its contracting entities/independent contractors that the entity/contractor has conducted required criminal background clearances for its employees prior to provision of schoolsite services and/or any contact with students and has requested subsequent arrest notification service; and (3) Charter School has performed criminal background checks and cleared for service all volunteers not directly supervised by staff and who may have contact with students. Charter School shall also ensure that it requests and receives subsequent arrest notifications from the California Department of Justice for all employees and volunteers not directly supervised by staff. Upon request, Charter School shall provide a copy of Department of Justice confirmation of Custodian of Records status for each Custodian of Records. Charter School, including its administrators and officers, shall comply with the requirements of Education Code section 44030.5.

IMMUNIZATION AND HEALTH SCREENING REQUIREMENTS

Charter School shall require all employees, and any volunteer or vendor/contracting entity employee who may have frequent or prolonged contact with students, to undergo a risk assessment and/or be examined and determined to be free of active tuberculosis (TB) within the period of 60 days prior to employment/service, or otherwise meet the requirements of Education Code section 49406. Charter School shall maintain TB clearance records and certificates on file.

Charter School shall comply with all federal and state legal requirements, including but not limited to the requirements of SB 277 (2015), related to student immunization, health examination, and health screening, including but not limited to screening for vision, hearing, and scoliosis, to the same extent as would be required if the students were attending a non-charter public school. Charter School shall maintain student immunization, health examination, and health screening records on file.

SAFE PLACE TO LEARN ACT

Charter School shall comply with all applicable requirements of the Safe Place to Learn Act, Education Code section 234 et seq.

Custodian of Records

For purposes of the California Department of Justice requirements, the Principal of Downtown Value School and the Chief Financial Officer of Value Schools will serve as Custodians of Records.

Health & Safety

Downtown Value School will have a full program to ensure the health and safety of its students, as well as its staff, the parents and others who may be in the school building, consistent with Value Schools' policies on health and safety. These policies cover the following areas:

- Compliance with federal, state and local laws requiring health and safety, including but not limited to building codes, fire codes, and occupational safety laws
- Supervision of students
- Prevention of injury
- Prevention of property loss, including fire prevention and threats of vandalism, theft and water damage
- Emergency preparedness for fire, medical emergency, earthquake, flooding, bomb threat, and violence or criminal activity or police action around the school
- Administration of medication to students

In addition, Value Schools has adopted wellness policies on physical activity and nutrition to implement its commitment to providing school environments that promote and protect children's health, well-being, and ability to learn by supporting healthy eating and physical activity. In particular:

- The school will engage students, parents, teachers, food service professionals, health professionals, and other interested community members in developing, implementing, monitoring, and reviewing the school's nutrition and physical activity policies.
- All students will have opportunities, support, and encouragement to be physically active on a regular basis.
- Foods and beverages sold or served at school will meet the nutrition recommendations of the U.S. Dietary Guidelines for Americans.

- Qualified child nutrition professionals will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students; will accommodate the religious, ethnic, and cultural diversity of the student body in meal planning; and will provide clean, safe, and pleasant settings and adequate time for students to eat.
- To the maximum extent practicable, the Charter School will participate in available federal school meal programs (including the School Breakfast Program, National School Lunch Program [including after-school snacks], Summer Food Service Program, and Fruit and Vegetable Snack Program).
- Downtown Value School will provide nutrition education and physical education to foster lifelong habits of healthy eating and physical activity, and will establish linkages between health education and school meal programs, and with related community services.

Specific goals have been adopted in the following areas:

- Nutritional quality and portion sizes of foods and beverages sold and served on campus, including both government-supported food programs and foods and beverages sold individually
- Qualifications of school food service staff
- Discouraging the sharing of foods and beverages
- Healthy choices in fundraising activities, rewards, celebrations, and school-sponsored events
- Nutrition and physical activity promotion and food marketing, appropriate to grade level, using a sequential, comprehensive, and standards-based program
- Integrating physical activity into the classroom setting
- Communicating with parents about the importance of healthy diets and daily physical activity for their children, encouraging good practices in these areas, and supplying resources to educate them on ways to achieve these goals outside school
- Appropriate food marketing in schools consistent with the Charter School's standards
- Staff wellness
- Physical activity opportunities and physical education, including daily physical activity and physical activity opportunities before and after school

Value Schools establishes a baseline assessment of each school's nutrition and physical activity status and regularly monitors and reviews policies to ensure that its charter schools achieve the standards set by the Wellness Policy.

Element 7 – Means to Achieve Racial and Ethnic Balance

“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.” (Ed. Code § 47605(b)(5)(G).)

COURT-ORDERED INTEGRATION

Charter School shall comply with all requirements of the *Crawford v. Board of Education, City of Los Angeles* court order and the LAUSD Integration Policy adopted and maintained, pursuant to the Crawford court order, by the District’s Student Integration Services (collectively the “Court-ordered Integration Program”). The Court-ordered Integration Program applies to all schools within or chartered through LAUSD.

Charter School has set forth below its initial plan for achieving and maintaining the LAUSD’s Racial and Ethnic Balance goal of a 70:30 or 60:40 ratio. (*Ratio represents the percentage of Predominantly Hispanic Black Asian Other (PHBAO) compared to Other White (OW)*). The written plan lists specific dates and locations of recruitment activities that Charter School will undertake in order to achieve the District’s Racial and Ethnic Balance goal. Charter School shall monitor the implementation and outcomes of the initial plan, and modify it as necessary throughout the term of the Charter to achieve the District’s goal. Upon request, Charter School shall provide the District with a copy of its current written plan.

The District receives neither average daily attendance allocations nor Court-ordered Integration Program cost reimbursements for charter school students. The District may receive the Targeted Instructional Improvement Block Grant (TIIBG) for its Court-ordered Integration Program. The District retains sole discretion over the allocation of TIIBG funding, where available, and cannot guarantee the availability of this funding.

Court-Ordered Integration and Achieving Racial/Ethnic Balance

General Policy Statement

Notwithstanding other statements, assurances and certifications that may appear in this charter petition, in admitting students, Downtown Value School will follow California law and the requirements and procedures presented in Element 8.

Achieving racial-ethnic balance

Downtown Value School acknowledges that court-ordered integration applies to it and accepts that its ultimate goal is to achieve a racial and ethnic balance of 70% (PHBAO) : 30% (OW).

Downtown Value School continues to prepare recruitment literature in English and Korean, as well as Spanish, to demonstrate an outreach to African-American, Asian,

Caucasian, and other students. DVS will continue to prepare informational publications in other languages as needed.

Downtown Value School will conduct outreach to community organizations and pre-schools, both public and private, during the late fall and winter to attract additional ethnic groups. An open house will be held in the fall and winter to make students and parents aware of the educational choices at Downtown Value School.

Value Schools maintains a website to inform families of prospective students about their school choices and the advantages of attending one of the Value Schools charter schools. Specific information about Downtown Value School is included on that site to encourage parents who may not be familiar with the Charter School from living in the neighborhood to consider DVS on the basis of its academic success. Written materials are also maintained at the Charter School site, and are mailed to the families of prospective students on request.

Element 8 – Admission Requirements

“Admission requirements, if applicable.” (Ed. Code § 47605(b)(5)(H).)

DOCUMENTATION OF ADMISSIONS AND ENROLLMENT PROCESSES

Charter School shall maintain complete and accurate records of its annual admissions and enrollment processes, including but not limited to documentation of implementation of lottery and waitlist criteria and procedures in accordance with the terms of the Charter. These records shall be made available to the District upon request.

HOMELESS AND FOSTER YOUTH

Charter School shall adhere to the provisions of the federal McKinney-Vento Homeless Assistance Act and ensure that each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education as provided to other children and youths. Charter School shall provide specific information, in its outreach materials, websites, at community meetings, open forums, and regional center meetings, that notifies parents that Charter School is open to enroll and provide services for all students, and provides a standard District contact number for access to additional information regarding enrollment.

Charter School shall comply with all applicable state law regarding homeless and foster youth, including but not limited to the provisions of AB 379 (2015) and Chapter 5.5 (commencing with Section 48850) of Part 27 of Division 4 of Title 2 of the Education Code, as amended from time to time. Charter School shall extend its uniform complaint procedure to complaints filed pursuant to the applicable provisions of AB 379.

NON-DISCRIMINATION

Charter School shall not require a parent/legal guardian/student to provide information regarding a student’s disability, gender, gender identity, gender expression, nationality, legal or economic status, primary language or English Learner status, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, or any other information that would violate federal or state law, prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment. Charter School may request, at the time of, and as part of, conducting its lottery process, the provision of information necessary to apply specific admissions preferences set forth in this Charter.

Charter School shall not request or require submission of a student’s IEP, 504 Plan, or any other record or related information prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment.

Student Recruitment

Downtown Value School primarily recruits students from the neighborhood in which it is located. As indicated in the demographics of its surrounding schools, the student population is largely socio-economically disadvantaged (as defined by eligibility for free or reduced price meals). There are also a significant number of English language learners. The traditional public schools in the surrounding area have low achievement profiles.

Downtown Value School reaches out to students from these schools to inform them of their educational choices. Downtown Value School will ensure that all of its recruiting, advertising and outreach materials clearly state that the Charter School has programs and support for students with disabilities and that it welcomes those students.

Admissions requirements

The requirements for admission to Downtown Value School are as follows:

1. The student must be a resident of the state of California.
2. The student must be eligible to enter Kindergarten or Transitional Kindergarten.
3. The student must not have completed the eighth grade.

Admission Priorities

In the event that there are more children seeking enrollment in Downtown Value School than there is space available, students will be admitted according to the following priorities:

Lottery Exemptions

Students currently attending Downtown Value School will be exempt from the lottery.

Lottery Preferences

1. Students living within LAUSD boundaries are given first preference in the lottery.
2. Additional preferences will be awarded in the following order:
 - a. Siblings of children currently enrolled in the school
 - b. Children of the school's staff or board members up to 10% of enrollment

Admissions Process

1. Parents who are seeking to enroll a new student in the school submit a lottery application. These lottery applications are available at the school and on the school's website throughout the school year for the following school year.
2. The lottery application requests the student name, parent contact information, the grade level for which admission is sought, the birth date of the student and information that would indicate whether the student is eligible for preference in the lottery. It also lists the date, time, and place of the lottery.
3. On or about January 15th parents of students who are currently enrolled are asked if they plan to have their children return in the following year. If they say "yes," or fail to return the Parent Intent to Re-Enroll Form asking about their plans, those students are counted as returning for the purpose of calculating the number of available seats in each grade.
4. Open enrollment period ends on the Monday before the lottery draw date.
5. A lottery draw is held on the second Thursday in February, with the specific date and location listed on the lottery application. Attendance at the lottery is not

- required for admission to the school. The lottery is held at the school.
6. If the number of applicants at any grade level does not cause the enrollment of that grade level to reach its capacity, all the applicants are accepted.
 7. If the number of applicants with preferences at any grade level does not cause the enrollment of that grade level to reach its capacity, all those students are accepted.
 8. If the number of applicants with lottery preferences exceeds the available seats on the lottery date, a lottery is conducted by the school administration by randomly drawing names of only the applicants on the list of students with preferences, in the order of priority listed. Those names drawn first are accepted for admission and the other applicants on this list are placed on a waiting list in the order their names are drawn.
 9. Once the waiting list of students with lottery preferences is established, the school administration randomly draws names from the remaining applicant pool and places them on a waiting list in the order the names are drawn.
 10. Once all seats are filled and a waiting list established, applications are still accepted, and assigned a waiting list number in the order in which they are received.
 11. Only after a student has been accepted in the school is the family asked to complete a registration form, by which the school obtains information required for enrollment.
 12. One staff member chosen by the faculty and one designated parent representative chosen by the PTO Board oversee lottery procedures, and verify that procedures were fairly executed. District representatives are invited to attend lottery drawing.

Public notice of admissions process

1. All applicants to Downtown Value School are given a written description of the rules governing the admissions process when they submit a lottery application.
2. The dates and times of all lotteries are posted in a prominent place near the entrance to the school most commonly used by the public and on the Value Schools website.
3. The lotteries are conducted on the school's campus by the principal or the principal's designee.

Registration

1. Before a student attends Downtown Value School for the first time, a Registration Form must be completed for that student to complete the admissions process. The school secretary notifies those selected for admission, in the order of their lottery draw. If the secretary is unable to reach a parent directly, the secretary will leave a message asking the parent to call for an appointment. If the parent fails to respond within two business days, that student loses his/her place and is moved to the end of the waiting list.

2. At the time of the contact an appointment is scheduled for the parent to complete the Registration Form. If the parent fails to keep the appointment and does not reschedule, that student loses his/her place and is moved to the end of the waiting list. Appropriate accommodations are made for parents/guardians who cannot attend an appointment, including submitting the Registration Form by mail.
3. As noted in “Admissions Process” above, attendance at the lottery is not required for admission to the Charter School. Parents may contact the Charter School main office to learn the outcome of their child’s lottery application, i.e., admission or place on a waiting list.

Waiting list

1. The waiting list governs the order in which openings are filled.
2. If a parent applies after the lottery and all seats for a given grade have been filled, the parent is orally notified at the time of application of the approximate position that the student will be assigned on the waiting list.
3. If a seat becomes available at a later date due to the departure of an enrolled student, the school secretary calls parents in the order of placement on the list. Parents are directed to contact the school within one business day to indicate interest in the position.

Lottery records

Downtown Value School maintains in the cumulative files of admitted students a record of how they were selected for admission (e.g., a sibling of a current student or lottery) for as long as the student continues in enrollment at the school. If the student leaves the school before graduating, the record of how the student was selected is removed from the student personnel file and filed with the records of those students not selected in the year the student was admitted.

Downtown Value School maintains for three years a file with the lottery applications for those students not selected for admission. Filed lottery applications indicate the date the application was received, the date of lottery and the waiting list number if one was assigned. A copy of any admission-related correspondence between a family and the school is appended to the filed application.

Parent orientation

After the student has been admitted, parents are offered the opportunity to meet with Downtown Value School’s principal or designee. In the conference the Charter School’s expectations for both the student and parent are outlined. Parents are encouraged to identify their children’s current strengths, interests, needs, and potential challenges. They are also asked to identify the challenges they may face in their role as partners in their child’s success at Downtown Value School. The principal guides the parent through possible solutions to these challenges and describes the parent supports provided by DVS. The conference includes an invitation to parents to make a commitment to support the core values and to cooperate with DVS in the formation of the student in these values. As

appropriate to their age and grade level, students may also be encouraged to join the parent at the conference and also encouraged to make a commitment to the core values.

Parent orientation and education about the five Values continues at parent gatherings such as PTO meetings, parent/teacher conferences, and “Coffee/Tea with the Principal” events. Consistent with Downtown Value School’s belief that parents are partners in the education of their children, these meetings are used to help parents understand their role in assisting in their children’s education.

Element 9 – Annual Financial Audits

“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.” (Ed. Code § 47605(b)(5)(I).)

Charter School shall provide for an annual audit that shall be conducted in compliance with applicable state and federal laws, including but not limited to the requirements of Education Code sections 47605(b)(5)(I) and 41020 as they may be amended from time to time. Charter School shall ensure compliance with the requirements of section 41020(f)(2), which makes it unlawful, absent an Education Audits Appeal Panel waiver, for a public accounting firm to provide audit services to a local educational agency if the lead audit partner, or coordinating audit partner, having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, has performed audit services for that local educational agency in each of the six previous years.

The following reports will be submitted to LAUSD, in the required format and within timelines to be specified by LAUSD, each year:

- a. Provisional Budget – Spring prior to operating fiscal year
- b. Final Budget – July of the budget fiscal year
- c. First Interim Projections – November of operating fiscal year
- d. Second Interim Projections – February of operating fiscal year
- e. Unaudited Actuals – July following the end of the fiscal year
- f. Audited Actuals – December 15 following the end of the fiscal year
- g. Classification Report – monthly according to Charter School’s Calendar
- h. Statistical Report – monthly according to Charter School’s Calendar of Reports

In addition:

- P1, first week of January
 - P2, first week of April
- i. Instructional Calendar – annually five weeks prior to first day of instruction
 - j. Other reports as requested by the District

Selecting the Auditor Approved by the State Controller

The Value Schools’ CEO and CFO meets annually with the Audit Committee of Value Schools to determine whether the auditor engaged for the previous fiscal year should be contracted for the current fiscal year audit. If the auditor previously engaged is determined to be satisfactory, the Audit Committee reports that determination to the Value Schools Board for approval by the Board. If a new auditor is to be engaged, the Value Schools CEO and CFO proposes two or more auditors with experience in education finance from the California State Controller’s list of Certified Public Accountants Directory Service (CPADS) for K-12 Local Education Agency Audits as posted at <http://cpads.sco.ca.gov/> or otherwise promulgated by the Controller. The Audit Committee reviews the qualifications of the auditors, verifies that they are on the state controller’s list of approved auditors, interviews

prospective auditors and reviews references as needed. The Audit Committee submits its recommendation to the Board for approval.

Conducting the Annual Audit

The Value Schools CFO prepares a draft financial statement for the auditor's review, prepares all schedules requested by the auditor and provides all documents and records requested by the auditor. The Principal of Downtown Value School provides information to the CFO or to the auditor as requested. The Value Schools CEO is available to meet with the auditor as needed to ensure that all necessary information is provided. The Audit Committee has the opportunity to meet with the auditor to review the draft audit before it is finalized.

Correcting Issues Identified in the Audit

Upon completion of the annual audit the final audit report is submitted to the Audit Committee. The Audit Committee reviews the report for any deficiencies, findings, material weaknesses, or audit exceptions. The Audit Committee reports such issues to the entire Board. The Audit Committee supervises the CEO and CFO in the correction of such issues and provides such support as may be needed. All recommended changes are to be implemented within thirty days of the Audit Committee's review of the final audit report or within a reasonable time period based on the complexity of the recommended changes. All deficiencies, findings, material weaknesses, or audit exceptions are to be resolved to the satisfaction of LAUSD.

Submitting the Audit to Required Agencies

The Value Schools CFO is responsible for submitting the completed annual audit to the Los Angeles Unified School District, the California State Controller, the California Department of Education and the Los Angeles County Office of Education and any other governmental agency that might become required by law or regulation. The submission of the annual audit is to be on the timeline required by state law or regulation.

Element 10 – Suspension and Expulsion Procedures

“The procedures by which pupils can be suspended or expelled.” (Ed. Code § 47605(b)(5)(J).)

GENERAL PROVISIONS

Charter School shall provide due process for all students, including adequate and timely notice to parents/guardians and students of the grounds for all suspension and expulsion recommendations and decisions and their due process rights regarding suspension and expulsion, including rights of appeal.

Charter School shall ensure that its policies and procedures regarding suspension and expulsion will be periodically reviewed, and modified as necessary, in order to conform to changes in state law.

Charter School shall ensure that its staff is knowledgeable about and complies with the District’s Discipline Foundation Policy and/or current equivalent policy, as required by the Modified Consent Decree. Charter School shall comply with the terms of the School Discipline Policy and School Climate Bill of Rights resolution adopted by the LAUSD Board of Education on May 6, 2013.

Charter School shall be responsible for the appropriate interim placement of students during and pending the completion of Charter School’s student expulsion process and shall facilitate the post-expulsion placement of expelled students.

Charter School shall document and implement the alternatives to suspension and expulsion that Charter School utilizes in response to attendance-related concerns, e.g. truancy or excessive tardiness.

STUDENTS WITH DISABILITIES

Charter School shall establish and implement policies and procedures to ensure full compliance with federal and state laws and regulations regarding the discipline of students with disabilities. If a student is recommended for expulsion and the student receives or is eligible for special education, Charter School shall identify and provide special education programs and services at an appropriate interim educational placement, pending the completion of the expulsion process, to be coordinated with the LAUSD Special Education Service Center.

In the case of a student who has an Individualized Education Program (“IEP”), or a student who has a 504 Plan, Charter School shall ensure that it follows correct disciplinary procedures to comply with the mandates of state and federal laws, including IDEA and Section 504 of the Rehabilitation Plan of 1973. As set forth in the MOU regarding special education between the District and Charter School, an IEP team will meet to conduct a manifestation determination and to discuss alternative placement utilizing the District’s Special Education Policies and

Procedures Manual. Prior to recommending expulsion for a student with a 504 Plan, Charter School's administrator will convene a Link Determination meeting to ask the following two questions:

- A. Was the misconduct caused by, or directly and substantially related to the student's disability?
- B. Was the misconduct a direct result of the Charter School's failure to implement 504?

NOTIFICATION OF THE DISTRICT

Upon expelling any student, Charter School shall notify the Charter Schools Division by submitting an expulsion packet to the CSD immediately or as soon as practicable, which shall contain:

- Completed "Notification of Charter School Expulsion" [form available from the CSD website or office], including attachments as required on the form
- Documentation of the expulsion proceeding, including statement of specific facts supporting the expulsion and documentation that Charter School's policies and procedures were followed
 - Copy of parental notice of expulsion hearing
 - Copy of expulsion notice provided to parent stating reason for expulsion, term of expulsion, rehabilitation plan, reinstatement notice with eligibility date and instructions for providing proof of student's compliance for reinstatement, appeal process, and options for enrollment
 - If the student is eligible for Special Education, documentation related to expulsion in compliance with IDEA and the MCD, including the Expulsion Analysis page of the pre-expulsion IEP
 - If the student is eligible for Section 504 accommodations, documentation that Charter School conducted a Link Determination meeting to address two questions:
 - A. Was the misconduct caused by, or directly and substantially related to the student's disability?
 - B. Was the misconduct a direct result of Charter School's failure to implement 504 Plan?

Notwithstanding the documentation sent to the Charter Schools Division as indicated above, if the student is a resident of a school district other than LAUSD, Charter School must notify the superintendent of the student's district of residence within 30 days of the expulsion. Additionally, upon request of the receiving school district, Charter School shall forward student records no later than 10 school days from the date of the request as stated in Education Code section 49068 (a) and (b).

OUTCOME DATA

Charter School shall gather and maintain all data related to placement, tracking, and monitoring of student suspensions, expulsions, and reinstatements, and make such outcome data readily available to the District upon request.

REHABILITATION PLANS

Pupils who are expelled from Charter School shall be given a rehabilitation plan upon expulsion as developed by Charter School's governing board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. Terms of expulsion should be reasonable and fair with the weight of the expelling offense taken into consideration when determining the length of expulsion. Therefore, the rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the pupil may apply to Charter School for readmission. Charter School shall inform parents in writing of its processes for reinstatement and applying for expungement of the expulsion record.

READMISSION

Charter School's governing board shall adopt rules establishing a procedure for the filing and processing of requests for readmission and the process for the required review of all expelled pupils for readmission. Upon completion of the readmission process, Charter School's governing board shall readmit the pupil, unless Charter School's governing board makes a finding that the pupil has not met the conditions of the rehabilitation plan or continues to pose a danger to campus safety. A description of the procedure shall be made available to the pupil and the pupil's parent or guardian at the time the expulsion order is entered and the decision of the governing board, including any related findings, must be provided to the pupil and the pupil's parent/guardian within a reasonable time.

REINSTATEMENT

Charter School's governing board shall adopt rules establishing a procedure for processing reinstatements, including the review of documents regarding the rehabilitation plan. Charter School is responsible for reinstating the student upon the conclusion of the expulsion period in a timely manner.

GUN-FREE SCHOOLS ACT

Charter School shall comply with the federal Gun-Free Schools Act.

School Climate and Student Discipline System

The Charter School's values-based school climate and student discipline system are consistent with the principles of the District's *Discipline Foundation Policy*, *School Discipline Policy* and *School Climate Bill of Rights* resolution in that it uses schoolwide positive

behavior support and discipline prevention, implements tiered behavior intervention, employs multiple alternatives to suspension, and provides professional development to teachers, administrators, and staff on all aspects of the DVS discipline policies. Downtown Value School maintains a positive behavior philosophy, with modeling and reinforcement of positive behavior and lifestyle choices. Its values-based approach is consistent with the *School Climate Bill of Rights* resolution. Discipline policies focus on the students' rights and responsibilities while on school grounds and at school activities, as well as the school's options for dealing with challenging behavior. DVS uses alternatives to suspension to support students when behavioral missteps occur, including conversation with teachers or administrators, Community Time sessions in which students are able to reflect on their actions and make amends to the community, and tiered interventions of increasing severity. (See "Interventions Rather than Sanction" below.) Following the general principles of due process, the DVS discipline policies are not discriminatory, arbitrary or capricious. The policies are adapted as needed to take account of the provisions of the IDEA and other considerations common to students with special needs.

Responsible Behavior for Students

Responsible behavior is a hallmark of Value Schools because it is a result of an acceptance of the Five Core Values, in particular the values of respecting others and building a safe and nurturing community. These values are closely aligned with the principles of the District's *Discipline Foundation Policy*. Students learn these values and how they relate to their educational experience throughout their DVS tenure, as described more fully in Element 1. The emphasis on these values results in such habits as:

- politeness and courtesy towards all (e.g. teachers, students, volunteers, visitors, and so forth);
- kind words about others: statements that degrade another because of race, gender, creed, national origin, physical appearance or any other characteristic are not acceptable; language that is crude and obscene or in any way may be considered a form of sexual harassment is unacceptable; threats to a person's well being and all forms of bullying—even if made in jest—are not acceptable;
- just actions toward others: acts of physical violence of any kind—including pushing, shoving, tripping—and any kind of fighting are not acceptable; taking or destroying or in any way reducing in value the property of another (including the community property of the school) is not acceptable; lewd behavior, signs and gestures are not acceptable;
- healthy choices, including the avoidance of tobacco, controlled substances and alcohol.

Respecting human dignity is a form of toleration of another's rights and differences. However, beyond just getting along with others, human persons have the opportunity of benefiting from the gifts and talents of one another. This is the meaning of community: recognizing that we both give and gain in our cooperative work with one another. This value results in such habits as:

- cooperation with teachers and students in academics and other activities;
- honesty: telling the truth creates the possibility of trust and trust leads to a comfort and freedom in cooperation;
- resolving differences peacefully: going beyond the avoidance of negative words or violent actions and seeking a way to live and work together so that everyone can benefit—resolving differences peacefully sometimes means bringing in another person (most often an adult) who can help find a solution that works for everyone;
- getting help for those in need—this includes help for those who are physically sick or injured and those who are psychologically suffering because of some personal problem (e.g., substance abuse or depression) or some family situation (e.g., death of a parent or divorce) and of some peer pressure (e.g., conflicts in school or with friends, pressure from gangs);
- following safety rules so that all can feel and be secure;
- regular attendance—because frequent absences affect school funding that reduces resources for all.

The other three values—academic learning, the development of each person’s talents but in an academically well-rounded way, and service to the community—are manifested in the following habits:

- striving to do one’s best at all times;
- paying attention in class and following teacher directions;
- doing homework and other assignments in a timely fashion; and
- helping others to do their work where appropriate.

Interventions, Rather Than Sanctions

The school climate at Downtown Value Schools is rooted in the five core values underpinning all Value Schools. Inculcating those values in the students and staff leads to a climate that reinforces the importance of school attendance, development of one’s potential, respect for self and others, maintaining a safe and nurturing school community, and being of service to the wider community. Downtown Value School’s goal is to produce students who are respectful scholars, able to interact successfully with people having world views, beliefs and preferences different from their own. Because the vast majority of DVS students internalize these values from an early age, many potential disciplinary issues are averted or resolved without need for formal action.

Given research supporting alternatives to suspension and expulsion, Downtown Value School employs a Restorative Justice model to implement its discipline policy. DVS believes that everyone deserves multiple opportunities for growth and development. Restorative Justice allows those who have been harmed the opportunity to be heard, have input into resolution and have access to support. It also holds accountable those who caused the harm and gives them a role in making amends. Using Restorative Justice in the context of

the core values, most problems are resolved with respectful, non-blaming communication and a problem-solving approach.

1. Interventions by Classroom Teachers

- Meet with students between classes or after school to discuss underlying cause of inappropriate behavior, and understand effects of behavior on others.
- Model appropriate behavior for specific situations.
- Generate alternative behavioral strategies.
- Formulate classroom-specific behavior plan.
- Discover common areas of interest with staff or other students.
- Seek motivational and inspirational influences.
- Help student find and carry out restitution for wrongdoing.
- Contact parent to meet with student and teacher.

2. Interventions by Administrators

All of the above interventions are also used by administrators. In addition, administrators may:

- Formulate a schoolwide behavior plan.
- Identify additional staff members for mentoring or support.
- Convene SST meeting to explore unmet learning or social needs.
- Recommend and arrange counseling.
- For attendance-related issues, follow up with approved protocol.

3. Interventions by Counselors

- Explore root causes of inappropriate behaviors.
- Screen for common mental health problems (trauma, depression, bullying, gender confusion or sexual orientation issues, eating disorders, anger, drug use, etc.).
- Set up individual or group sessions to teach coping skills.
- Refer student to other mental health professional if needed.

4. Interventions by Parents

- Meet with teachers and administration to discuss behaviors.
- Reinforce positive changes at home.
- Coordinate behavior plans with school and home.
- Arrange for outside support, if needed.

Sanctions Other Than Suspension and Expulsion

1. Opportunity for make-up work, with support if necessary

2. Making restitution for offense, under the principles of Restorative Justice
3. Loss of privileges, such as free dress on Fridays or eligibility for “student of the day”

Suspension and Expulsion – Overview

Consistent with its preference for intervention over sanctions, DVS implements a discipline structure that, when student behavior requires removal from the classroom, favors the least severe sanction necessary to maintain school safety and maximize student learning. Except where suspension and recommended expulsion are mandatory, as described below, the Principal may authorize an in-school or out-of-school suspension following the process described.

Because the goal of the discipline policy is to address infractions with as little disruption to the learning process as possible, DVS prefers in-school to out-of-school suspensions when safety permits. Students assigned to in-school suspension are removed from their regular class and placed in another learning environment. In addition to the regular classwork, they are provided an opportunity to reflect on the actions leading to their suspension and how those actions contravene the core values. They are given an opportunity and assistance to develop a plan to make amends and restore the good order of the community.

Grounds for Expulsion or Suspension

Except in cases of mandatory expulsion, any of the behaviors or offenses listed below may be grounds for in-school or out-of-school suspension, or expulsion, depending on the severity of the offense and taking into account the safety of the rest of the school community. The grounds for suspension or expulsion apply to student behavior during the school day, on DVS premises and during school activities that occur outside the school day and off school premises.

1. Grounds for Expulsion (Mandated)

The following offenses are those which mandate immediate suspension and recommendation for expulsion if committed at school or at a school activity off school grounds:

- a. Possessing, selling, or furnishing a firearm.
- b. Brandishing a knife at another person.
- c. Unlawfully selling a controlled substance.
- d. Committing or attempting to commit a sexual assault or committing a sexual battery.
- e. Possession of an explosive.

Note: Pursuant to E.C. Section 48915 (g), “knife” means any dirk, dagger, or other weapon with a fixed sharpened blade fitted primarily for stabbing; a weapon with a blade fitted

primarily for stabbing; a weapon with a blade longer than 3½ inches; a folding knife with a blade that locks into place; or a razor with an unguarded blade.

2. Grounds for Expulsion (Limited Discretion)

The following offenses are subject to Limited Principal Discretion; the Principal shall expel a student if it is determined that the student committed one or more of the following acts at school or at a school activity off school grounds unless the Principal also determines that expulsion is inappropriate:

- a. Causing serious physical injury to another person, except in self-defense.
- b. Possession of a knife or other dangerous object of no reasonable use to the pupil.
- c. Unlawful possession of any controlled substance, except for either of the following:
 - i. The first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis.
 - ii. The possession of over-the-counter medication for use by the student for medical purposes or medication prescribed for the student by a physician.
- d. Robbery or extortion.
- e. Assault or battery upon any school employee.

Note: A serious physical injury includes, but is not limited to: “loss of consciousness, concussion, bone fracture, protracted loss or impairment of function of any bodily member or organ, wound requiring extensive suturing, and serious disfigurement.” (California Penal Code Section 243)

In determining whether an offense warrants expulsion or a lesser sanction, the Principal considers:

- a. Whether other means of correction are not feasible or have repeatedly failed to bring about proper conduct, and
- b. Whether due to the nature of the violation, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

3. Grounds for Suspension or Expulsion (Broad discretion)

The Principal has maximum discretion to expel or not expel when he or she determines that a student has committed any of the following offenses at any time, including, but not limited to, while on school grounds; while going to or coming from school; during the lunch period whether on or off campus; and during, or while going to or coming from, a school-sponsored activity:

- a. Caused, attempted to cause, or threatened to cause physical injury to another person.
- b. Willfully used force or violence upon the person of another, except in self-defense.

- c. Possessed not more than one ounce of marijuana (applicable to the first offense only) or possessed alcohol.
- d. Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage, or an intoxicant of any kind, and then either sold, delivered, or otherwise furnished to any person another liquid, substance, or material represented as a controlled substance, alcoholic beverage, or intoxicant.
- e. Caused or attempted to cause damage to school or private property.
- f. Stole or attempted to steal school property or private property.
- g. Possessed or used tobacco or any tobacco products.
- h. Committed an obscene act or engaged in habitual profanity or vulgarity.
- i. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia.
- j. Knowingly received stolen school or private property.
- k. Possessed an imitation firearm. "Imitation firearm" means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude it is a firearm.
- l. Harassed, threatened, or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
- m. Committed sexual harassment (applicable to grades 4 through 12 only).
- n. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence (applicable to grades 4 through 12 only).
- o. Intentionally engaged in harassment, threats, or intimidation against school district personnel or pupils (applicable to grades 4 through 12 only).
- p. Made terroristic threats against school officials or school property, or both.
- q. Offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- r. Engaged in, or attempted to engage in, hazing.
- s. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

In determining whether an offense warrants expulsion or a lesser sanction, the Principal considers:

- a. Whether other means of correction are not feasible or have repeatedly failed to bring about proper conduct, and
- b. Whether due to the nature of the violation, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

Suspension/Expulsion Process

General

The Principal has the authority to suspend and to expel, subject to the due process rights of students and parents/guardians. The maximum consecutive number of school days for a suspension for a single incident is five. The maximum number of days for suspension during

the school year is twenty unless it is necessary to extend a suspension pending resolution of an expulsion hearing or appeal. These maximum suspension days for students with disabilities is ten. At all steps during the suspension and expulsion process, necessary translation or interpretation services are provided to ensure parents/guardians are able to understand and participate in the process. Reasonable accommodations are made to ensure parents/guardians who wish to attend a conference or hearing are able to do so.

Suspension Procedures

Notice to Parents/Guardians; Pre-suspension Conference

When it appears suspension may be warranted, the Principal or Vice-Principal, either personally or through a staff member, makes a reasonable effort to contact the parents by telephone or in person. This is followed by a written notice. This notice states the specific reason for the suspension. In addition, the notice also states the date and time the student may return to school (or, for in-school suspensions, return to the regular classroom).

Before suspending a student, the Principal or the Principal's designee conducts a conference with the student and his or her parent/guardian and, whenever practical, the teacher, supervisor or school employee who referred the student for disciplinary action. The conference may be omitted if the Principal or designee determines that an emergency situation exists that makes a pre-suspension conference unfeasible. An "emergency situation" involves a danger to the lives, safety or health of students or school personnel.

In the case of an emergency suspension without a conference, both the parent/guardian and the student are immediately notified of the student's right to return to school, no later than the next school day, for purposes of a conference with the Principal or the Principal's designee. A conference with the student is required for the student to return to school, although it is not required that parents/guardians attend. If information presented at the conference proves the suspension was in error, the suspension shall be removed from the student's record.

In non-emergency situations, the student is informed at the pre-suspension conference of the reason for the disciplinary action and the evidence against him or her, and is given the opportunity to present his or her version and evidence in his or her defense. The conference is held within two school days unless the pupil waives this right or is physically unable to attend for any reason. No penalty, including non-reinstatement, may be imposed on the student for the failure of a parent or guardian to attend the conference.

Activities During Suspension

During a period of suspension the student is given assignments and homework by the student's teacher(s) to minimize the loss of schooling. Upon return to school, the student is given an opportunity to make up any missed tests. The assignments are listed on PowerSchool, which the student and parent have access to at home or in school. This gives the student and parent(s) the knowledge of all classroom and homework assignments that

are assigned during the days of suspensions. The Principal or designee meet with the suspended student upon return to ensure that assignments have been completed.

Appeal of a Suspension

An appeal from the decision to suspend shall be made in writing to the Chief Executive Officer of Value Schools within five calendar days after the decision of the Principal or Vice-Principal. The written appeal must specify the grounds for the appeal; that is, what provision of the school's charter or handbook is said to have been violated in the conduct of the suspension process. Within five calendar days of receipt of the written appeal the Chief Executive Officer of Value Schools shall notify the parent of the following:

- When and where the informal hearing will be held; however the informal hearing shall be conducted no later than fourteen calendar days after the appeal has been received;
- Who will conduct the hearing – either the Chief Executive Officer of Value Schools or a principal or administrator from a Value Schools campus other than Downtown Value School, and who is not familiar with the events at issue;
- Who may attend the informal hearing, including at least the parent/guardian, counsel or non-attorney advisor, and student;
- Options for reasonable accommodations and language support if needed
- What types of evidence or testimony will be considered, i.e., documentary or testimonial evidence that proper procedures were not followed at the school level;
- What the possible outcomes of the hearing may be, i.e., upholding the decision, reversing the decision, or returning it to the Principal for further action if it is determined that proper procedures were not followed at the school level;
- When a final decision will be made; however the decision shall not be made later than three (3) calendar days after the hearing.

All timelines may be extended by mutual agreement. The decision is given in writing. The decision of the Principal shall not be reversed arbitrarily or capriciously. The decision of the Value Schools CEO is final.

Expulsion Procedures

Recommendation for Expulsion

If the action for which a student has been suspended is one that requires or may warrant expulsion, the Principal appoints a Reviewing Officer familiar with the circumstances surrounding the suspension. The Reviewing Officer: (1) determines whether the student's suspension should be extended pending an expulsion hearing; and (2) convenes a Discipline Review Committee to investigate the incident and to conduct the expulsion hearing. Both steps are explained below.

Suspension Pending Expulsion Hearing

A student who is suspended for an offense likely to lead to expulsion may only return to school if the Reviewing Officer determines that the suspension should not be continued pending the expulsion hearing. The student and/or parent will be given an opportunity to be heard as part of this determination. The suspension and, if necessary, interim placement, will be continued until the expulsion hearing if:

- The student's presence will likely be disruptive to the educational process, and/or
- The student poses a threat or danger to others.

The total number of days for which a pupil may be suspended from Charter School shall not exceed 20 school days in any school year, unless a pupil enrolls in or is transferred to another regular school, an opportunity school or class, or a continuation education school or class, in which case the total number of schooldays for which the pupil may be suspended shall not exceed 30 days in any school year. Downtown Value will offer a suitable interim placement, such as at a grade-appropriate opportunity school or class, continuation school, or off-site supervised suspension classroom where the student will have meaningful access to education during the term of the suspension pending the outcome of the expulsion process.

For suspension periods not requiring an interim placement, the suspended student's homeroom teacher continues to provide the student with classroom material and current assignments to be completed at home during the length of the suspension. Written notification listing all required assignments is sent to the student's parents and all needed materials are provided for pick-up in the DVS main office. The assignments are also listed on PowerSchool, to which the student and parents have access.

Completed student work sent or delivered to the Charter School's main office are graded in a timely manner by the teacher of each subject, and returned to student on a regular basis, either at the Charter School's main office or by mail if parents so request. Completed assignments are given credit toward trimester grades. When completion of regular assignments would otherwise depend on classroom attendance or participation (e.g., group projects), alternative, comparably challenging assignments are accepted.

Expulsion Hearing

The Reviewing Officer convenes a Discipline Review Committee ("DRC") of two certificated members and up to four impartial members in total (certificated and/or classified) uninvolved with the incident. The DRC may not include the student's teacher, the Reviewing Officer, or the Chief Executive Officer of Value Schools.

The DRC's role is to investigate the facts, weigh evidence presented, and conduct an expulsion hearing at which the student and parents have a meaningful opportunity to be heard and to present evidence. The DRC may interview and call hearing witnesses on its own initiative. Unless postponed for good cause by the chair of the DRC at the request of the student and/or parent, the hearing is held within 30 days after the date the student was suspended. At all steps during the suspension and expulsion process, whether written or

oral, necessary translation or interpretation services are provided to ensure parents/guardians are able to understand and participate in the process. Hearings are held at a time and in a setting that reasonably accommodates physical and scheduling constraints of necessary parties, including parents/guardians.

Written notice of the hearing is given to the student and the student's parents at least 10 business days before the date of the hearing. Parents are notified of:

- The date, time and place of the hearing, and options for obtaining a reasonable postponement to prepare for it
- A statement of the specific facts, charges and offense(s) upon which the proposed expulsion is based
- A copy of the disciplinary rules that relate to the alleged violation
- The opportunity for the student or the student's parents to appear in person at the hearing
- The opportunity for the student to be represented by counsel or a non-attorney advocate
- Options for reasonable accommodations and language support if needed
- The right to examine and acquire copies of all documents to be used at the hearing
- The opportunity to cross-examine all witnesses that testify at the hearing
- The opportunity to present evidence and witnesses on behalf of the student
- The intention to hold the hearing in a closed session unless the student's parent/guardian makes a written request, at least ten (10) business days prior to the hearing, that the hearing be held in an open session.

Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording or minutes taken of the proceeding. If electronic recording is used, it must permit a reasonably accurate and complete transcription of the proceedings. Minutes or transcripts are provided to parents/guardians as soon as possible.

Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A decision to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from unidentified witnesses to the alleged offense, if the Discipline Review Committee determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

In the event of an expulsion hearing involving a sexual offense, the DRC will consult with a mental health professional or victims' rights advocate for advice concerning the unique needs of any witness, including a complaining witness, to permit a full examination of the facts while protecting the rights of all persons involved. In such cases, the complaining witness in any sexual assault or battery case will be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days' notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying. The Charter School will also provide the complaining witness a room separate from the hearing room for use prior to and during breaks in testimony.

The person or team conducting the hearing will make efforts to minimize the discomfort and potential intimidation of any complaining witness, including such measures as non-threatening seating arrangements, permitting periods of relief from examination and cross-examination during which he or she may leave the hearing room, and limiting the time for taking the testimony of the complaining witness to the hours he/she is normally in school, unless good cause is shown that such accommodations would prejudice the rights of the student whose alleged infraction is under consideration.

Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

Discipline Review Committee Decision

Based on its investigation and considering all the evidence introduced by the student, parent/guardian, and counsel or advisor, the DRC decides whether there is enough evidence to support the assertion that the student committed an infraction warranting expulsion. After hearing and deliberation, the DRC prepares a written summary of its findings of fact and its conclusions concerning expulsion or non-expulsion.

Notice of Decision

After the DRC delivers its findings of fact and conclusions, the Principal or designee attempts to notify the parents/guardians by telephone or in person of the decision. When a decision to expel is made, the parents/guardians are also sent prompt written notice of the decision, including the findings and conclusions. This notice also includes the following: notice of the specific offense committed by the student; notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll

of the student's status with the Charter School; notice of any appeal options; and information about alternative placement options, such as Community Day Schools, Opportunity Schools or Independent Study School, other charter schools, and placements suggested by the District.

Appeal of an Expulsion

An appeal of an expulsion decision must be made in writing to the Chief Executive Officer of Value Schools within ten business days after the DRC's decision is received by the parents/guardians. The written appeal must specify the grounds for the appeal. Upon receipt of the appeal, the CEO notifies the Value Schools Board that an appeal has been filed.

Within ten (10) calendar days of receipt of the written appeal the Chief Executive Officer of Value Schools notifies the parent of the following:

- When and where the hearing will be held, which shall be no later than fourteen calendar days after the CEO receives the appeal; if appellant requests an extension, a hearing date will be set within 30 business days of the appeal notice;
- Who will conduct the appeal hearing, i.e., the Value Schools Board;
- Who may attend the hearing, including at least the parent/guardian, counsel or non-attorney advisor, and student;
- Options for reasonable accommodations and language support
- What types of evidence or testimony will be considered, i.e., documentary or testimonial evidence concerning the event under discussion and/or the original hearing;
- What the possible outcomes of the hearing may be, i.e., upholding the decision, reversing the decision, or returning it to the Principal for further action if it is determined that proper procedures were not followed at the school level;
- When a final decision will be made; however the decision shall not be made later than three calendar days after the hearing.

All timelines may be shortened or extended by mutual agreement, and agreement is not to be unreasonably withheld by the Charter School. Upon request of the student and/or parents, the Board may decide the matter based on the written appeal and record submitted, without a hearing. Whether decided on the record or after hearing, the decision is given in writing not later than three days after the conclusion of the submission of all materials and conclusion of any oral presentations. The decision of the Principal shall not be reversed arbitrarily or capriciously.

Downtown Value School is responsible for ensuring that any records of the expulsion proceedings are maintained, and makes available to students/parents the written findings, minutes and, if any, audio records of the proceedings.

DVS also provides post-expulsion support to expelled students and their families to facilitate continued access to education. In the event a student must be expelled, the

Charter School will work cooperatively with the parents, public school district of residence, and others to assist with the educational placement of a student who is being expelled. The Charter School will notify the school or district in which an expelled student will next be enrolled of any and all incidents of violence or of behavior that was threatening to the well-being of any person. Charter School shall be responsible for the appropriate interim placement of students during and pending the completion of Charter School's student expulsion process and shall facilitate the post-expulsion placement of expelled students.

Reinstatement and Readmission

Upon expulsion, students expelled from Downtown Value School are given a rehabilitation plan developed by the Principal, Vice-Principal, or Dean of Students, and a written notice of the procedures for seeking readmission. The rehabilitation plan includes the elements that DVS will consider if the student seeks readmission. While tailored to the individual situation, such elements typically include evidence of improved behavior, attendance and academic performance in the alternative placement setting. The plan may also set out a schedule for periodic review to ensure the student is complying with the rehabilitation plan, as well as a description of assessments to be made at the time of review for readmission. The rehabilitation plan includes that date on which the student may apply for readmission to DVS, which will be no later than one (1) year from the date of expulsion.

When the term of expulsion has expired and the student is presented for reinstatement, the Principal reviews compliance with the conditions of the rehabilitation plan and recommends to the Value Schools Board that the student be reinstated, or explains why reinstatement is not warranted. The Value Schools Board decides whether to authorize reinstatement.

Element 11 – Employee Retirement Systems

“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.” (Ed. Code § 47605(b)(5)(K).)

Charter School shall comply in a timely manner with all applicable federal and state laws and regulations, as they may change from time to time, including but not limited to Internal Revenue Code section 414(d) and related regulations, governing Charter School’s participation in, and/or coverage of its staff members by, the State Teachers’ Retirement System (CalSTRS), the Public Employees’ Retirement System (CalPERS), and/or federal social security.

If Charter School participates in, or otherwise covers its staff members by enrolling or continuing their enrollment in, a “government plan” governed by section 414(d) (e.g., CalPERS), upon dissolution or final liquidation of Charter School, and/or its nonprofit public benefit corporation, notwithstanding any provision in Element 15 to the contrary, Charter School shall distribute its net assets in accordance with section 414(d), related regulations, and the government plan’s requirements.

If Charter School participates in CalSTRS and/or CalPERS, Charter School shall continue such participation for the duration of Charter School’s existence under the same CDS code, per applicable legal and retirement plan requirements.

Responsible staff

Downtown Value School will have two categories of employees – certificated and classified. At the time of initial employment, each employee will meet with the Business Manager for Value Schools and receive information about the applicable retirement programs. The Business Manager will work with the Los Angeles County Office of Education to ensure that each employee is properly enrolled in the appropriate program.

Coverage offered

1. **Certificated Staff.** All eligible credentialed employees will be covered by the California State Teachers Retirement System (CalSTRS) subject to the terms of that system. Those employees covered by CalSTRS participate in the Medicare portion of the federal social security system, but are not eligible for the OASDI portion. Downtown Value School acknowledges that it must continue such participation for the duration of its existence under the same CDS code.
2. **Classified Staff.** All eligible non-credentialed employees will be covered by the California Public Employees Retirement System (CalPERS). Employees covered by CalPERS participate in both the Medicare and OASDI portions of the federal social security system. Downtown Value School acknowledges that it must continue such participation for the duration of its existence under the same CDS code.

3. **All Staff.** All employees will be eligible to make voluntary contributions to a tax sheltered plan.

Element 12 – Public School Attendance Alternatives

“The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.” (Ed. Code § 47605(b)(5)(L).)

Pupils of Charter School do not have or gain any right to admission in a particular school of any school district, or program of any school district, as a consequence of applying to or enrolling in Charter School, except to the extent that such a right is extended by the school district.

A pupil who chooses not to attend Charter School may attend a public school within the pupil’s school district of residence in accordance with applicable law and that school district’s policies and procedures. The pupil alternatively may seek to enroll in another charter school in accordance with applicable law and the terms of the school’s charter. If LAUSD is the pupil’s school district of residence, an eligible pupil may pursue an inter-district transfer, if available, in accordance with the admission, enrollment, and transfer policies and procedures of the District, as they may change from time to time.

Notification of Alternatives

By a notice in the Parent-Student Handbook, Downtown Value School will notify students and parents/guardians that any pupil may choose to enroll in another school.

Element 13 – Rights of District Employees

“The rights of an 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.” (Ed. Code § 47605(b)(5)(M).)

Employees of the District who choose to leave the employment of the District to work at Charter School shall have no automatic rights of return to the District after employment at Charter School unless specifically granted by the District through a leave of absence or other agreement or policy of the District as aligned with the collective bargaining agreements of the District. Leave and return rights for District union-represented employees and former employees who accept employment with Charter School will be administered in accordance with applicable collective bargaining agreements and any applicable judicial rulings.

Element 14 – Mandatory Dispute Resolution

“The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter.” (Ed. Code § 47605(b)(5)(N).)

The staff and governing board members of Charter School agree to resolve any claim, controversy or dispute arising out of or relating to the Charter agreement between the District and Charter School, except any controversy or claim that is in any way related to revocation of this Charter (“Dispute”), pursuant to the terms of this Element 14.

Any Dispute between the District and Charter School shall be resolved in accordance with the procedures set forth below:

- 1) Any Dispute shall be communicated in writing (“Written Notification”). The Written Notification must identify the nature of the Dispute and any supporting facts. The Written Notification shall be tendered to the other party by personal delivery, by facsimile, or by certified mail. The Written Notification shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00 p.m., or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail.

All Written Notifications to the District and Charter School shall be addressed respectively as follows:

Director
Charter Schools Division
Los Angeles Unified School District
333 South Beaudry Avenue, 20th Floor
Los Angeles, California 90017

Principal
Downtown Value School
950 W. Washington Boulevard
Los Angeles, CA 90015

- 2) A written response (“Written Response”) shall be tendered to the other party within twenty (20) business days from the date of receipt of the Written Notification. The parties agree to schedule a conference to discuss the Dispute identified in the Written Notice (“Issue Conference”). The Issue Conference shall take place within fifteen (15) business days from the date the Written Response is received by the other party. The Written Response may be tendered by personal delivery, by facsimile, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00p.m., or otherwise on the business

day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail.

- 3) If the Dispute cannot be resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Each party shall bear its own attorneys' fees, costs and expenses associated with the mediation. The mediator's fees and the administrative fees of the mediation shall be shared equally among the parties. Mediation proceedings shall commence within 120 days from the date of either party's request for mediation following the Issue Conference. The parties shall mutually agree upon the selection of a mediator to resolve the Dispute. The mediator may be selected from the approved list of mediators prepared by the American Arbitration Association. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.
- 4) If the mediation is not successful, then the parties agree to resolve the Dispute by binding arbitration conducted by a single arbitrator. Unless the parties mutually agree otherwise, arbitration proceedings shall be administered in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitrator must be an active member of the State Bar of California or a retired judge of the state or federal judiciary of California. Each party shall bear its own attorney's fees, costs and expenses associated with the arbitration. The arbitrator's fees and the administrative fees of the arbitration shall be shared equally among the parties. However, any party who fails or refuses to submit to arbitration as set forth herein shall bear all attorney's fees, costs and expenses incurred by such other party in compelling arbitration of any controversy or claim.

Element 15 – Charter School Closure Procedures

“The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records.” (Ed. Code § 47605(b)(5)(O).)

REVOCATION OF THE CHARTER

The District may revoke the Charter if Charter School commits a breach of any provision set forth in a policy related to charter schools adopted by the District Board of Education and/or any provisions set forth in the Charter Schools Act of 1992. The District may revoke the charter of Charter School if the District finds, through a showing of substantial evidence, that Charter School did any of the following:

- Charter School committed a material violation of any of the conditions, standards, or procedures set forth in the Charter.
- Charter School failed to meet or pursue any of the pupil outcomes identified in the Charter.
- Charter School failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement.
- Charter School violated any provision of law.

Prior to revocation, and in accordance with Education Code section 47607(d) and state regulations, the LAUSD Board of Education will notify Charter School in writing of the specific violation, and give Charter School a reasonable opportunity to cure the violation, unless the LAUSD Board of Education determines, in writing, that the violation constitutes a severe and imminent threat to the health or safety of the pupils. Revocation proceedings are not subject to the dispute resolution provisions set forth in this Charter.

Pursuant to AB 97, charter schools may be identified for assistance based on state evaluation rubrics and be subject to revocation pursuant to Education Code section 47607.3.

CLOSURE ACTION

The decision to close Charter School, either by the governing board of Charter School or by the LAUSD Board of Education, must be documented in a “Closure Action”. A Closure Action shall be deemed to have been automatically taken when any of the following occur: the Charter is revoked (subject to the provisions of Education Code section 47607(i)) or non-renewed by the LAUSD Board of Education; the governing board of Charter School votes to close Charter School; or the Charter lapses.

CLOSURE PROCEDURES

The procedures for charter school closure set forth below are guided by *Education Code* sections 47604.32, 47605, and 47607 as well as *California Code of Regulations*, title 5, sections 11962 and 11962.1, and are based on “Charter School Closure Requirements and Recommendations (Revised 08/2009)” posted on the California Department of Education website. All references to “Charter School” apply to Charter School, including its nonprofit corporation and governing board.

Designation of Responsible Person(s) and Funding of Closure

Prior to or at the time of the taking of a Closure Action by either the governing board of Charter School or the LAUSD Board of Education, the governing board of Charter School shall designate a person or persons responsible for conducting and overseeing all closure-related procedures and activities, and allocate sufficient funding for, or otherwise determine how Charter School will fund, these activities.

Notification of Closure Action

Upon the taking of a Closure Action, Charter School shall send written notice of its closure to:

1. The LAUSD Charter Schools Division (CSD). Charter School shall provide the CSD with written notice of (1) the person(s) designated to be responsible for conducting and overseeing all closure activities, and (2) the source, location, and management of the funding for such activities. If the Closure Action is an act of Charter School, Charter School shall provide the CSD with a copy of the governing board resolution or minutes that documents its Closure Action.
2. Parents/guardians of all students, and all majority age and emancipated minor students, currently enrolled in Charter School within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written parent notification to the CSD.
3. Los Angeles County Office of Education (LACOE). Charter School shall send written notification of the Closure Action to LACOE by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to the CSD.
4. The Special Education Local Plan Area (SELPA) in which Charter School participates. Charter School shall send written notification of the Closure Action to the SELPA in which Charter School participates by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to the CSD.
5. The retirement systems in which Charter School’s employees participate. Within fourteen (14) calendar days of the Closure Action, Charter School shall notify, as applicable, the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), the Social Security Administration, and the Los Angeles

County Office of Education of the Closure Action, and follow their respective procedures for dissolving contracts and reporting. Charter School shall provide a copy of these notifications and correspondence to the CSD.

6. The California Department of Education (CDE). Charter School shall send written notification of the Closure Action to the CDE by registered mail within 72 hours of the Closure Action. Charter School shall provide a copy of this notification to the CSD.
7. Any school district that may be responsible for providing education services to the former students of Charter School. Charter School shall send written notification of the Closure Action within 72 hours of the Closure Action. This notice must include a list of potentially returning students and their home schools based on student residence. Charter School shall provide a copy of these notifications, if any, to the CSD.
8. All Charter School employees and vendors within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written employee and vendor notification, with any attachments, to the CSD.

Notification of all the parties above, with the exception of employees and vendors, must include but is not limited to the following information:

1. The effective date of the closure of Charter School
2. The name(s) and contact information for the person(s) handling inquiries regarding the closure
3. The students' school districts of residence
4. How parents/guardians of all students, and all majority age and emancipated minor students, may obtain copies of student records and transcripts, including specific information on completed courses and credits that meet graduation requirements

In addition to the four required items above, notification of the CDE shall also include:

1. A description of the circumstances of the closure
2. The location of student and personnel records

In addition to the four required items above, notification of parents/guardians of all students, and all majority age and emancipated minor students, shall also include:

1. Information on how to enroll or transfer the student to an appropriate school
2. A certified packet of student information that includes closure notice, a copy of the student's cumulative record and other records, including but not limited to grade

reports, discipline records, immunization records, completed coursework, credits that meet graduation requirements, a transcript, and state testing results

3. Information on student completion of college entrance requirements, for all high school students affected by the closure

Notification of employees and vendors shall include:

1. The effective date of the closure of Charter School
2. The name(s) and contact information for the person(s) handling inquiries regarding the closure
3. The date and manner, which shall be no later than 30 days from the effective date of the closure of Charter School, by which Charter School shall provide employees with written verification of employment

Within 30 days of the effective date of closure, Charter School shall provide all employees with written verification of employment. Charter School shall send copies of all such employee verification letters to the CSD.

Records Retention and Transfer

Charter School shall comply with all applicable laws as well as District policies and procedures, as they may change from time to time, regarding the transfer and maintenance of Charter School records, including student records. These requirements include:

1. Charter School shall provide the District with all original student cumulative files and behavior records, pursuant to District policy and applicable District handbook(s) regarding cumulative records for secondary and elementary schools, for all students, both active and inactive, of Charter School. Transfer of the complete and organized original student records to the District, in accordance with District procedures applicable at the time of closure, shall occur within seven (7) calendar days of the effective date of closure.
2. Charter School's process for transferring copies of student records to receiving schools shall be in accordance with applicable law and LAUSD procedures for students moving from one school to another.
3. Charter School shall prepare and provide an electronic master list of all students to the Charter Schools Division in accordance with the District procedures applicable at the time of closure. This list shall include the student's identification number, Statewide Student Identifier (SSID), birthdate, grade, full name, address, home school/school district, enrollment date, exit code, exit date, parent/guardian name(s), and phone number(s). If the Charter School closure occurs before the end of the school year, the list also shall indicate the name of the school to which each student is transferring, if

known. This electronic master list shall be delivered to the CSD in the form of a CD or otherwise in accordance with District procedures.

4. Charter School must organize the original cumulative files for delivery to the District in two categories: active students and inactive students. Charter School will coordinate with the CSD for the delivery and/or pickup of student records.
5. Charter School must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.
6. Charter School must provide to the CSD a copy of student attendance records, teacher gradebooks, Charter School payroll records, and Title I records (if applicable).
7. Charter School must provide to the CSD the name, title, and contact information of the person designated to maintain all Charter School personnel records after the closure. Personnel records to be transferred to and maintained by the designee must include any and all employee records, including but not limited to, records related to performance and grievance. Charter School must provide to the CSD and the designee a list of all active and inactive employees and their periods of service. Both Charter School and the designee, individually and separately, shall inform the CSD immediately upon the transfer of Charter School's employee records to the designee.
8. Charter School shall ensure that all records are boxed and clearly labeled by classification of documents and the required duration of storage in accordance with District procedures.
9. Charter School shall provide to the responsible person(s) designated by the governing board of Charter School to conduct all closure-related activities a list of students in each grade level and, for each student, a list of classes completed and the student's district of residence.

Financial Close-Out

After receiving notification of closure, the California Department of Education (CDE) will notify Charter School and the authorizing entity of any liabilities Charter School owes the state, which may include overpayment of apportionments, unpaid revolving fund loans or grants, and/or similar liabilities. The CDE may ask the county office of education to conduct an audit of the charter school if it has reason to believe that the school received state funding for which it was not eligible.

Charter School shall ensure completion of an independent final audit within six months after the closure of Charter School that includes:

1. An accounting of all financial assets. These may include cash and accounts receivable and an inventory of property, equipment, and other items of material value.

2. An accounting of all liabilities. These may include accounts payable or reduction in apportionments due to loans, unpaid staff compensation, audit findings, or other investigations.
3. An assessment of the disposition of any restricted funds received by or due to Charter School.

This audit may serve as Charter School's annual audit if it meets all of the requirements of the annual audit.

Charter School shall pay for the financial closeout audit of Charter School. This audit will be conducted by a neutral, independent licensed CPA who will employ generally accepted accounting principles. Any liability or debt incurred by Charter School will be the responsibility of Charter School and not LAUSD. Charter School understands and acknowledges that Charter School will cover the outstanding debts or liabilities of Charter School. Any unused monies at the time of the audit will be returned to the appropriate funding source. Charter School understands and acknowledges that only unrestricted funds will be used to pay creditors. Any unused AB 602 funds will be returned to the District SELPA or the SELPA in which Charter School participates, and other categorical funds will be returned to the source of funds.

Charter School shall ensure the completion and filing of any annual reports required. These reports include but are not necessarily limited to:

1. Preliminary budgets
2. Interim financial reports
3. Second interim financial reports
4. Final unaudited reports

These reports must be submitted to the CDE and the authorizing entity in the form required. These reports should be submitted as soon as possible after the Closure Action, but no later than the required deadline for reporting for the fiscal year.

For apportionment of categorical programs, the CDE will count the prior year average daily attendance (ADA) or enrollment data of the closed Charter School with the data of the authorizing entity. This practice will occur in the first year after the closure and will continue until CDE data collection processes reflect ADA or enrollment adjustments for all affected LEAs due to the charter closure.

Disposition of Liabilities and Assets

The closeout audit must identify the disposition of all liabilities of Charter School. Charter School closure procedures must also ensure appropriate disposal, in accordance with the District Required Language provisions in Element 11 of this Charter, Charter School's governing board bylaws, fiscal procedures, and any other applicable laws and regulations, of

any net assets remaining after all liabilities of Charter School have been paid or otherwise addressed. Such disposal includes, but is not limited to:

1. Charter School, at its cost and expense, shall return to the District any and all property, furniture, equipment, supplies, and other assets provided to Charter School by or on behalf of the District. The District discloses that the California Education Code sets forth the requirements for the disposition of the District's personal property and Charter School shall bear responsibility and liability for any disposition in violation of statutory requirements.
2. The return of any donated materials and property in accordance with any terms and conditions set when the donations were accepted.
3. The return of any grant and restricted categorical funds to their sources according to the terms of the grant or state and federal law.
4. The submission of final expenditure reports for any entitlement grants and the filing of Final Expenditure Reports and Final Performance Reports, as appropriate.

If Charter School is operated by a nonprofit corporation, and if the corporation does not have any functions other than operation of Charter School, the corporation shall be dissolved according to its bylaws.

Charter School shall retain sufficient staff, as deemed appropriate by the Charter School governing board to complete all necessary tasks and procedures required to close the school and transfer records in accordance with these closure procedures.

Charter School's governing board shall adopt a plan for wind-up of Charter School and, if necessary, the corporation, in accordance with the requirements of the Corporations Code.

Charter School shall provide LAUSD within fourteen (14) calendar days of the Closure Action with written notice of any outstanding payments due to staff and the time frame and method by which Charter School will make the payments.

Prior to final close-out, Charter School shall complete all actions required by applicable law, including but not limited to the following:

- a. File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines.
- b. Make final federal tax payments (employee taxes, etc.)
- c. Complete and submit all required federal and state filings and notices to the State of California, the Internal Revenue Service, and the Department of the Treasury, including but not limited to final tax returns and forms (e.g., Form 990 and related Schedules).

This Element 15 shall survive the revocation, expiration, termination, cancellation of this Charter, or any other act or event that would end Charter School's authorization to operate as a charter school or cause Charter School to cease operation. Charter School agrees that, due to the nature of the property and activities that are the subject of this Charter, the District and public shall suffer irreparable harm should Charter School breach any obligation under this Element 15. The District therefore reserves the right to seek equitable relief to enforce any right arising under this Element 15 or any provision of this Element 15 or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District. Such legal relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

Closure Agents

In the event that Downtown Value School closes, the Chief Executive Officer and Chief Financial Officer of Value Schools will serve as closure agents.

Additional Provisions

FACILITIES

District-Owned Facilities

If Charter School is using District facilities as of the date of the submittal of this charter petition or takes occupancy of District facilities prior to the approval of this charter petition, Charter School shall execute an agreement provided by the District for the use of the District facilities as a condition of the approval of the charter petition. If at any time after the approval of this charter petition Charter School will occupy and use any District facilities, Charter School shall execute an agreement provided by the District for the use of the District facilities prior to occupancy and commencing use. Charter School shall implement and otherwise comply with the terms of any and all applicable facilities use agreements between Charter School and the District.

Notwithstanding any provision of any existing agreement for the use of District facilities, no renewal, extension of the term, material revision, or amendment, of a charter petition shall automatically renew or extend the term of any agreement for the use of District facilities, including but not limited to Proposition 39 agreements. The circumstances of Charter School's occupancy of District facilities may change over time such as, but not limited to, enrollment, programs, and the conditions of facilities, and the District has a vested interest in having an agreement that is appropriate for the situation. Proposition 39 Single Year Co-Location Use Agreements shall be limited to one (1) school year and expire on the date stated in said instrument.

For a Sole Occupant Agreement or any other use agreement that is not a Proposition 39 Single Year Co-location Use Agreement or a lease issued through the Notice of Intent and bid process, the term shall not exceed five (5) years or shall be co-terminous with the approved Charter, whichever is shorter. Charter School and the District shall negotiate any modifications of the agreement with the goal of such amendment or new agreement being considered by the LAUSD Board of Education with the renewal of the charter petition. If Charter School and the District cannot execute an agreement in time for such to be considered by the Board of Education with the renewal of the charter petition, the approval of the renewal of the charter petition shall be conditioned upon Charter School and the District executing an amendment to the existing use agreement or a new agreement no later than May 1st or within nine (9) months of the date of the Board of Education's approval of the renewal of the charter petition. During such time period Charter School shall be permitted to remain in occupancy of the District facilities under the terms and conditions of the immediately preceding, executed use agreement; provided, that if Charter School and the District cannot agree upon and execute an amendment or new use agreement by said deadline, Charter School shall vacate the District facilities on or before June 30th of said school year.

Charter School acknowledges and agrees that occupancy and use of District facilities shall be in compliance with applicable laws and District policies for the operation and maintenance of District facilities and furnishings and equipment. Charter School shall comply with all District health, safety, and emergency procedures and requirements and shall be subject to inspection by

the District's Facilities Services Division, OEHS, and other District offices in the same manner as other LAUSD campuses. All District facilities (i.e., schools) will remain subject to those laws applicable to public schools.

In the event of an emergency, all District facilities (i.e., schools) are available for use by the American Red Cross and public agencies as emergency locations, which may disrupt or prevent Charter School from conducting its educational programs. If Charter School will share the use of District facilities with other District user groups, Charter School agrees that it will participate in and observe all District safety policies (e.g., emergency chain of information and participation in safety drills).

The use agreements provided by the District for District facilities shall contain terms and conditions addressing issues such as, but not limited to, the following:

- Use: Charter School will be restricted to using the District facilities for the operation of a public school providing educational instruction to public school students consistent with the terms of the Charter and incidental related uses. Separate and apart from its right as authorizer to observe and inspect any part of the charter school at any time pursuant to Education Code 47607(a)(1), the District shall have and reserves the right to inspect District facilities upon reasonable notice to Charter School.
- Furnishings and Equipment: The District shall retain ownership of any furnishings and equipment, including technology, ("F&E") that it provides to Charter School for use. Charter School, at its sole cost and expense, shall provide maintenance and other services for the good and safe operation of the F&E.
- Leasing; Licensing: Use of the District facilities by any person or entity other than Charter School shall be administered by the District. The parties may agree to an alternative arrangement in the use agreement.
- Programs, Services, and Activities Outside Instructional Program; Third Party Vendors
 - (i) Any program, service, or activity provided outside the instructional program shall be subject to the terms and provisions of the use agreement, and, additionally, may require a license, permit, or additional agreement issued by the District. The term "instructional program" is defined, per Education Code section 47612 and 5 CCR section 11960, as those required educational activities that generate funding based on "average daily attendance" and includes those extracurricular programs, services, and/or activities that students are required to participate in and do not require the payment of any consideration or fee.
 - (ii) Any program, service, or activity requiring the payment of any consideration or fee or provided by a third party vendor (defined as any person or entity other than Charter School), whether paid or volunteer and regardless of whether such may be within the instructional program, shall be subject to the terms and provisions of the use agreement and such third party vendor shall be required to obtain a license, permit, or additional agreement from the District.

- Minimum Payments or Charges to be Paid to District Arising From the Facilities:
 - (i) Pro Rata Share: The District shall collect and Charter School shall pay a Pro Rata Share for facilities costs as provided in the Charter Schools Act of 1992 and its regulations. The parties may agree to an alternative arrangement regarding facilities costs in the use agreement; and
 - (ii) Taxes; Assessments: Generally, Charter School shall pay any assessment or fee imposed upon or levied on the LAUSD facilities that it is occupying or Charter School's legal or equitable interest created by the use agreement.
- Maintenance & Operations Services: In the event the District agrees to allow Charter School to perform any of the operation and maintenance services, the District shall have the right to inspect the District facilities, and the costs incurred in such inspection shall be paid by Charter School.
 - (i) Co-Location: If Charter School is co-locating or sharing the District facilities with another user, the District shall provide the operations and maintenance services for the District facilities and Charter School shall pay the Pro Rata Share. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such in the use agreement.
 - (ii) Sole Occupant: If Charter School is a sole occupant of District facilities, the District shall allow Charter School, at its sole cost and expense, to provide some operations and maintenance services for the District facilities in accordance with applicable laws and LAUSD's policies on operations and maintenance services for facilities and F&E. NOTWITHSTANDING THE FOREGOING, the District shall provide all services for regulatory inspections which as the owner of the real property it is required to submit, and deferred maintenance, and Charter School shall pay LAUSD for the cost and expense of providing those services. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such services in the use agreement.
- Real Property Insurance: Prior to occupancy, Charter School shall satisfy requirements to participate in LAUSD's property insurance or, if Charter School is the sole occupant of LAUSD facilities, obtain and maintain separate property insurance for the LAUSD facilities. Charter School shall **not** have the option of obtaining and maintaining separate property insurance for the LAUSD facility IF Charter School is co-locating or sharing the LAUSD facility with another user.

Non-District-Owned Facilities

Occupancy and Use of the Site: Prior to occupancy or use of any school site or facility, Charter School shall provide the CSD with a current Certificate of Occupancy or equivalent

document issued by the applicable permitting agency that allows Charter School to use and occupy the site as a charter school. Charter School shall not exceed the operating capacity of the site and shall operate within any limitations or requirements provided by the Certificate of Occupancy and any applicable permit. Charter School may not open or operate without providing a copy of an appropriate Certificate of Occupancy to the CSD. If Charter School intends to move or expand to another facility during the term of this Charter, Charter School shall adhere to any and all District policies and procedures regarding charter material revision and non-material amendment. Prior to occupancy or use of any such additional or changed school site, Charter School shall provide an appropriate Certificate of Occupancy to the CSD for such facility. Notwithstanding any language to the contrary in this Charter, the interpretation, application, and enforcement of this provision are not subject to the Dispute Resolution Process outlined in Element 14.

Facility Compliance: Prior to occupancy or use of any school site or facility, Charter School shall provide adequate documentation to the CSD that the facility complies with all applicable building codes, standards and regulations adopted by the city and/or county agencies responsible for building and safety standards for the city in which Charter School is to be located, federal and state accessibility requirements (including the Americans with Disabilities Act (ADA) and Section 504), and all other applicable fire, health, and structural safety and access requirements. This requirement shall also apply to the construction, reconstruction, alteration of or addition to the facility. Charter School shall resolve in a timely manner any and all corrective actions, orders to comply, or notices issued by the authorized building and safety agency or the District. Charter School cannot exempt itself from applicable building and zoning codes, ordinances, and ADA/Section 504 requirements. Charter School shall maintain on file readily accessible records that document facilities compliance and provide such documentation to the CSD upon request.

Pest Management: Charter School shall comply with the Healthy Schools Act, Education Code section 17608, which details pest management requirements for schools.

Asbestos Management: Charter School shall comply with the asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40 C.F.R. part 763. AHERA requires that any building leased or acquired that is to be used as a school or administrative building shall maintain an asbestos management plan.

INSURANCE

Insurance Requirements

No coverage shall be provided to Charter School by the District under any of the District's self-insured programs or commercial insurance policies. Charter School shall secure and maintain, at a minimum, insurance as set forth below with insurance companies acceptable to the District [A.M. Best A-, VII or better] to protect Charter School from claims which may arise from its operations. Each Charter School location shall meet the below insurance requirements individually.

It shall be Charter School's responsibility, not the District's, to monitor its vendors, contractors, partners, and/or sponsors for compliance with the insurance requirements.

The following insurance policies are required:

1. Commercial General Liability, including Fire Legal Liability, coverage of \$5,000,000 per Occurrence and in the Aggregate. The policy shall be endorsed to name the Los Angeles Unified School District and the Board of Education of the City of Los Angeles ("Board of Education") as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy. Coverage shall be maintained with no Self-Insured Retention above \$15,000 without the prior written approval of the Division of Risk Management and Insurance Services for the LAUSD.
2. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect Charter School from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
3. Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if Charter School does not operate a student transportation service. If Charter School provides student transportation services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
4. Crime Insurance or Fidelity Bond coverage shall be maintained by Charter School to cover all Charter School employees who handle, process or otherwise have responsibility for Charter School funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$500,000 per occurrence and \$500,000 general aggregate, with no self-insured retention.
5. Cyber liability insurance coverage with minimum limits of \$500,000 per occurrence and \$500,000 general aggregate.
6. Professional Educators Errors and Omissions liability coverage with minimum limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
7. Sexual Molestation and Abuse coverage with minimum limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.

8. Employment Practices Legal Liability coverage with limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
9. Excess/umbrella insurance with limits of not less than \$10,000,000 is required of all high schools and any other school that participates in competitive interscholastic or intramural sports programs.

Coverages and limits of insurance may be accomplished through individual primary policies or through a combination of primary and excess policies. *The policy shall be endorsed to name the Los Angeles Unified School District and Its Board of Education as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy.*

Evidence of Insurance

Charter School shall furnish to the District's Division of Risk Management and Insurance Services located at 333 S. Beaudry Ave, 28th Floor, Los Angeles CA 90017 within 30 days of all new policies inception, renewals or changes, certificates or such insurance signed by authorized representatives of the insurance carrier. Certificates shall be endorsed as follows:

"Charter school shall be required to provide LAUSD with 30 days prior written notice by certified mail, return receipt requested, if the insurance afforded by this policy shall be suspended, cancelled, reduced in coverage limits or non-renewed."

Facsimile or reproduced signatures may be acceptable upon review by the Division of Risk Management and Insurance Services. However, the District reserves the right to require certified copies of any required insurance policies.

Should Charter School deem it prudent and/or desirable to have insurance coverage for damage or theft to Charter School, employee or student property, for student accident, or any other type of insurance coverage not listed above, such insurance shall not be provided by the District and its purchase shall be the responsibility of Charter School.

Hold Harmless/Indemnification Provision

To the fullest extent permitted by law, Charter School does hereby agree, at its own expense, to indemnify, defend and hold harmless the LAUSD and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers from and against any and all claims, damages, losses and expenses including but not limited to attorneys' fees, brought by any person or entity whatsoever, arising out of, or relating to, this Charter agreement. Charter School further agrees to the fullest extent permitted by law, at its own expense, to indemnify, defend, and hold harmless the LAUSD and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers from and against any and all claims, damages, losses and expenses including but not limited to attorneys' fees, brought by any person or entity whatsoever for claims, damages, losses and expenses

arising from or relating to acts or omission of acts committed by Charter School and/or its officers, directors, employees or volunteers. Moreover, Charter School agrees to indemnify, defend and hold harmless “the LAUSD and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers, for any contractual liability resulting from third party contracts with Charter School’s vendors, contractors, partners or sponsors.

FISCAL MATTERS

District Oversight Costs

The District may charge for the actual costs of oversight of Charter School not to exceed 1% of Charter School’s revenue, or the District may charge for the actual costs of oversight of Charter School not to exceed 3% if Charter School is able to obtain substantially rent free facilities from the District. Notwithstanding the foregoing, the District may charge the maximum oversight fee allowed under the law as it may change from time to time. The oversight fee provided herein is separate and distinct from the charges arising under charter school facilities use agreements.

Cash Reserves

Charter School acknowledges that the recommended cash reserve is 5% of expenditures, as provided in section 15450, title 5 of the California Code of Regulations.

Third Party Contracts

Charter School shall ensure that all third party contracts, whether oral or written, for supplies, equipment, goods and/or services, for the direct or indirect benefit of, or otherwise related to the operation of, Charter School, require compliance with and otherwise conform to all applicable local, state, and federal policies, regulations, laws, and guidelines, including but not limited to licensing and permit requirements as well as requirements related to protection of health and safety.

Special Education Revenue Adjustment/Payment for Services

In the event that Charter School owes funds to the District for the provision of agreed upon or fee for service or special education services or as a result of the State’s adjustment to allocation of special education revenues from Charter School, Charter School authorizes the District to deduct any and all of the in lieu property taxes that Charter School otherwise would be eligible to receive under section 47635 of the Education Code to cover such owed amounts. Charter School further understands and agrees that the District shall make appropriate deductions from the in lieu property tax amounts otherwise owed to Charter School. Should this revenue stream be insufficient in any fiscal year to cover any such costs, Charter School agrees that it will reimburse the District for the additional costs within forty-five (45) business days of being notified of the amounts owed.

Student Body Funds

Charter School shall supervise and manage any and all student body funds in a manner consistent with the provisions of Education Code sections 48930-48938. Charter School shall

include and address student body funds in its financial reports, and ensure that such funds are included and addressed in Charter School's annual audit as a stand-alone item.

Audit and Inspection of Records

Charter School agrees to observe and abide by the following terms and conditions as a requirement for receiving and maintaining its charter authorization:

- Charter School is subject to District oversight.
- The District's statutory oversight responsibility continues throughout the life of the Charter and requires that the District, among other things, monitors the fiscal condition of Charter School.
- The District is authorized to revoke this Charter for, among other reasons, the failure of Charter School to meet generally accepted accounting principles or if Charter School engages in fiscal mismanagement.

Accordingly, the District hereby reserves the right, pursuant to its oversight responsibility, to audit Charter School books, records, data, processes and procedures through the District Office of the Inspector General or other means. The audit may include, but is not limited to, the following areas:

- Compliance with terms and conditions prescribed in the Charter agreement,
- Internal controls, both financial and operational in nature,
- The accuracy, recording and/or reporting of Charter School's financial information,
- Charter School's debt structure,
- Governance policies, procedures and history,
- The recording and reporting of attendance data,
- Charter School's enrollment process,
- Compliance with safety plans and procedures, and
- Compliance with applicable grant requirements.

Charter School shall cooperate fully with such audits and shall make available any and all records necessary for the performance of the audit upon 30 days notice to Charter School. When 30 days notice may defeat the purpose of the audit, the District may conduct the audit upon 24- hours notice.

Internal Fiscal Controls

Charter School shall develop and maintain sound internal fiscal control policies governing all financial activities.

Apportionment Eligibility for Students Over 19 Years of Age

Charter School acknowledges that, in order for a pupil over nineteen (19) years of age to remain eligible for generating charter school apportionment, the pupil shall be continuously

enrolled in public school and make satisfactory progress toward award of a high school diploma. (Ed. Code § 47612(b).)

Local Control and Accountability Plan

In accordance with California Education Code sections 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 section 47606.5(a). These expenditures shall be “classified using the California School Accounting Manual pursuant to Section 41010.” (Ed. Code § 47606.5(b).)

Addendum

ADDENDUM

District Required Language for Independent Charter School Petitions (New and Renewal) and Material Revisions

Assurances, Affirmations, and Declarations

Downtown Value (also referred to herein as “DVS” and “Charter School”) shall:

- Be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code (hereinafter “Ed. Code”) § 47605(d)(1).)
- Not charge tuition. (Ed. Code § 47605(d)(1).)
- Not discriminate against any pupil on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code. (Ed. Code § 47605(d)(1).)
- Except as provided in Education Code section 47605(d)(2), admission to a charter school shall not be determined according to the place of residence of the pupil, or of his or her parent or legal guardian, within this state, except that an existing public school converting partially or entirely to a charter school under this part shall adopt and maintain a policy giving admission preference to pupils who reside within the former attendance area of that school. (Ed. Code § 47605(d)(1).)
- Admit all pupils who wish to attend Charter School. (Ed. Code § 47605(d)(2)(A).)
- Except for existing pupils of Charter School, determine attendance by a public random drawing if the number of pupils who wish to attend Charter School exceeds Charter School’s capacity. Preference shall be extended to pupils currently attending Charter School and pupils who reside in the Los Angeles Unified School District (also referred to herein as “LAUSD” and “District”). (Ed. Code § 47605(d)(2)(B).)
- If a pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, Charter School shall notify the superintendent of the school district of the pupil’s last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card, and health information. (Ed. Code § 47605(d)(3).)

- Meet all statewide standards and conduct the pupil assessments required pursuant to Education Code sections 60605 and 60851 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non-charter public schools. (Ed. Code § 47605(c)(1).)
- Consult, on a regular basis, with Charter School’s parents, legal guardians, and teachers regarding the school’s educational programs. (Ed. Code § 47605(c)(2).)

Charter School hereby declares that Charter School, operated by or as its nonprofit public benefit corporation, is and shall be the exclusive public school employer of Charter School’s employees for the purposes of the Educational Employment Relations Act (EERA), Chapter 10.7 (commencing with Section 3540) of Division 4 of Title I of the Government Code. Charter School shall comply with all provisions of the EERA and shall act independently from LAUSD for collective bargaining purposes. In accordance with the EERA, employees may join and be represented by an organization of their choice for collective bargaining purposes.

NOTE: This Charter contains specific “District Required Language” (DRL), including the Assurances, Affirmations, and Declarations above. The DRL should be highlighted in gray within each Charter element or section. The final section of the Charter provides a consolidated addendum of the DRL. This intentional redundancy facilitates efficient charter petition review while ensuring ready access to the DRL for any given section of the Charter. To the extent that any inconsistency may exist between any provision contained within the body of the Charter and the DRL contained in the addendum, the provisions of the DRL addendum shall control.

Element 1 – The Educational Program

“The educational program of the charter school, designed, among other things, to identify those whom the charter 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.” (Ed. Code § 47605(b)(5)(A)(i).)

“The annual goals for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals.” (Ed. Code § 47605(b)(5)(A)(ii).)

“If the proposed charter school will serve high school pupils, a description of the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the “A” to “G” admissions criteria may be considered to meet college entrance requirements.” (Ed. Code § 47605(b)(5)(A)(iii).)

LOCAL CONTROL FUNDING FORMULA (LCFF) AND LOCAL CONTROL AND ACCOUNTABILITY PLAN (LCAP)

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 shall annually submit a Local Control and Accountability Plan (LCAP)/annual update to the Los Angeles County Superintendent of Schools and the Charter Schools Division (CSD) on or before July 1. In accordance with Education Code sections 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 section 47605(b)(5)(A)(ii), using the Local Control and Accountability Plan template adopted by the State Board of Education, as it may be changed from time to time. Charter School shall comply with all requirements of Education Code section 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.” (Ed. Code § 47606.5(e).)

ACADEMIC CALENDAR AND SCHEDULES

Charter School shall offer, at a minimum, the number of minutes of instruction set forth in Education Code section 47612.5, and the number of school days required by *California Code of Regulations*, title 5, section 11960.

MATHEMATICS PLACEMENT

Charter School shall comply with all applicable requirements of the California Mathematics Placement Act of 2015.

TRANSITIONAL KINDERGARTEN

Charter School shall comply with all applicable requirements regarding transitional kindergarten. For purposes of admission to Charter School, transitional kindergarten shall be considered a part of kindergarten, and therefore students enrolled in transitional kindergarten at Charter School shall be considered existing students of Charter School for purposes of Charter School’s admissions, enrollment, and lottery.

HIGH SCHOOL EXIT EXAMINATION

Charter School shall comply with the requirements of Education Code sections 60851.5 and 60851.6.

WASC ACCREDITATION

If Charter School serves students in grades 9-12, before Charter School graduates its first class of students, Charter School shall obtain, and thereafter maintain, Western Association of Schools and Colleges (WASC) accreditation.

ENGLISH LEARNERS

Charter School shall identify potential English Learners (ELs) in a timely manner in accordance with all applicable legal requirements. Charter School must provide all English Learners with an effective English language acquisition program that also affords meaningful and equitable access to Charter School's academic core curriculum. Instructional plans for English Learners must be (1) based on sound educational theory; (2) adequately supported with trained teachers and appropriate materials and resources; and (3) periodically evaluated to make sure the program is successful and modified when the program is not successful.

On an annual basis (on or about October 1), Charter School shall submit a certification to the LAUSD Charter Schools Division (CSD) that certifies that Charter School has adopted and is implementing either the LAUSD English Learner Master Plan *or* Charter School's own English Learner Master Plan. If Charter School chooses to implement its own EL plan, the plan shall include, but is not limited to, the following:

- How English Learners' needs will be identified
- What services will be offered
- How, where, and by whom the services will be provided
- How Charter School will evaluate its EL program each year, and how the results of this evaluation will be used to improve the program, including the provision of EL services

Each year, Charter School shall provide to the CSD a report on its annual evaluation of the effectiveness of its EL program. Upon request, Charter School shall provide a copy of its current EL Master Plan to the CSD.

Charter School shall administer the CELDT/ELPAC annually in accordance with federal and state requirements.

Charter School shall reclassify English Learners in accordance with federal and state requirements.

Charter School shall provide parent outreach services and meaningfully inform parents with limited English proficiency of important information regarding Charter School matters to the same extent as other parents.

STUDENTS WITH DISABILITIES

Federal Law Compliance

Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and the Individuals with Disabilities Education Improvement Act of 2004.

Special Education Program

Charter School shall ensure that no student otherwise eligible to enroll in Charter School shall be denied, directly or indirectly, admission due to a disability or to Charter School's inability to provide necessary services. Charter School acknowledges that policies and procedures are in place to ensure the recruitment, enrollment, service, and retention of students with disabilities at LAUSD-authorized charter schools, including Charter School.

Prior to LAUSD Board of Education approval, Charter School shall execute a Memorandum of Understanding ("MOU") by and between LAUSD and Charter School regarding the provision and funding of special education services consistent with the requirements of the LAUSD Special Education Local Plan Area ("SELPA") Local Plan for Special Education.

SELPA Reorganization

The Los Angeles Unified School District is approved to operate as a single-District SELPA under the provisions of Education Code section 56195.1(a). As a single-District SELPA, the District has created two charter school sections (District-operated Programs and Charter-operated Programs) under the administration of one single Administrative Unit pursuant to a reorganization plan approved by the Board of Education on January 4, 2011 (149/10-11). Full implementation of the reorganized LAUSD SELPA commenced in the 2013-2014 school year requiring all District-authorized charter schools to elect one of the three options available under the LAUSD SELPA. Prior to an option election, all District-authorized charter schools were required to participate as a school of the District under the District-Operated Programs Unit. Prior to the beginning of the 2013-2014 school year, all District-authorized charter schools, other than those that had previously executed an Option 3 Memorandum of Understanding ("MOU"), were required to execute a new MOU setting forth the LAUSD SELPA option election for the remainder of the charter petition term. The Charter-operated

Program schools do not have LEA status for the purposes of special education but will function in a similar role in that each charter school will be responsible for all special education requirements, including but not limited to services, placement, due process, related services, special education classes, and special education supports. Charter schools that have elected to participate in a District-operated programs option may apply for membership in the Charter-operated Program section of the SELPA. Charter schools accepted for participation in the Charter-operated Programs section receive support from a Special Education Director for the Charter-operated Programs.

Modified Consent Decree Requirements

All charter schools approved by the LAUSD Board of Education are bound by and must adhere to the terms, conditions and requirements of the *Chanda Smith* Modified Consent Decree (“MCD”) and other court orders imposed upon the District pertaining to special education. The MCD is a consent decree entered in a federal court class action lawsuit initially brought on behalf of students with disabilities in LAUSD. It is an agreement of the parties approved by the federal court and monitored by a court-appointed independent monitor. The MCD includes nineteen statistically measureable outcomes and facilities obligations that the District has to achieve to disengage from the MCD and federal court oversight. All charter schools are required to use the District’s Special Education Policies and Procedures Manual and Welligent, the District-wide web-based software system used for online Individualized Education Programs (“IEPs”) and tracking of related services provided to students during the course of their education.

As part of fulfilling the District’s obligations under the MCD, student level data requests from District-operated and Charter-operated charter schools are made on a regular basis. The requested data must be submitted in the Office of the Independent Monitor’s (“OIM”) required format in accordance with the OIM’s required timelines and as follows:

- End of Year Suspension

District ID, CSIS ID, last name, first name, date of birth, gender, grade, date of suspension, number of days suspended, and reason for suspension.

- Statewide Assessment Data

The standard file including District ID.

- Norm day

District ID, CSIS ID, last name, first name, date of birth, gender, grade, location code, school name and local district for all students enrolled on norm day.

- CBEDS
- All Students enrolled as of December 1 of each school year

District ID, CSIS ID, last name, first name, date of birth, gender, grade, location code, school name and local district for all students enrolled on norm day.

- Dropout
District ID, CSIS ID, last name, first name, middle name, date of birth, grade, last location, school name and local district
- Monthly SESAC and Suspension data
- Graduation roster from all charter schools with 12th grade students with disabilities

The MCD requires charter schools to implement the District’s integrated student information system, which is currently referred to as My Integrated Student Information System (MiSiS). MiSiS is a suite of applications which is designed to capture all District student data. All charter schools are required to utilize MiSiS directly or interface with MiSiS via a web based Application Programming Interface (API) in compliance with the requirements of the MCD and applicable timelines. Upon charter school full utilization of MiSiS either directly or via a web based API, the list of required data above will automatically be captured within MiSiS.

Element 2 – Measurable Pupil Outcomes and Element 3 – Method by which Pupil Progress Toward Outcomes will be Measured

“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. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school.” (Ed. Code § 47605(b)(5)(B).)

“The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.” (Ed. Code § 47605(b)(5)(C).)

MEASURABLE GOALS OF THE EDUCATIONAL PROGRAM

Charter School shall meet all statewide content and performance standards and targets. (Ed. Code §§ 47605(c)(1), 60605.)

Charter School shall comply with all applicable laws and regulations related to AB 97 (Local Control Funding Formula) and AB 484, as they may be amended from time to time, including all requirements pertaining to pupil outcomes.

STANDARDIZED TESTING

Charter School agrees to comply with and adhere to state requirements for participation and administration of all state-mandated tests, including computer-based assessments. Charter School shall submit and maintain up-to-date and accurate California Longitudinal Pupil Achievement Data System (CALPADS) data in accordance with the requirements of California Code of Regulations, title 5, section 861. Charter School hereby grants authority to the State of California to provide a copy of all test results directly to the District as well as Charter School. Upon request, Charter School shall submit, in the requested format (e.g., CD), a copy of the results of all state-mandated tests to the District.

Element 4 – Governance

“The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement.” (Ed. Code § 47605(b)(5)(D).)

GENERAL PROVISIONS

As an independent charter school, Charter School, operated as or by its nonprofit public benefit corporation, is a separate legal entity and shall be solely responsible for the debts and obligations of Charter School.

Charter School shall ensure that, at all times throughout the term of the Charter, the bylaws of its governing board and/or nonprofit corporation are and remain consistent with the provisions of this Charter. In the event that the governing board and/or nonprofit corporation operating Charter School amends the bylaws, Charter School shall provide a copy of the amended bylaws to CSD within 30 days of adoption.

Charter School shall send to the CSD copies of all governing board meeting agendas at the same time that they are posted in accordance with the Brown Act. Charter School shall also send to the CSD copies of all board meeting minutes within one week of governing board approval of the minutes. Timely posting of agendas and minutes on Charter School's website will satisfy this requirement.

The District reserves the right to appoint a single representative to the Charter School governing board pursuant to Education Code section 47604(b).

LEGAL AND POLICY COMPLIANCE

Charter School shall comply with all applicable federal, state, and local laws and regulations, and District policy as it relates to charter schools, as they may be amended from time to time.

Charter School shall comply with all applicable federal and state reporting requirements, including but not limited to the requirements of CBEDS, CALPADS, the Public Schools Accountability Act of 1999, and Education Code section 47604.33.

Charter School shall comply with the Brown Act and the Public Records Act.

Charter School and all employees and representatives of Charter School, including members of Charter School's governing board, members of Charter School or governing board committees and councils, Charter School administrators, and managers, shall comply with federal and state laws, nonprofit integrity standards, and LAUSD charter school policy, regarding ethics and conflicts of interest, and shall otherwise enter into all transactions and conduct business with all persons and entities, including related parties, at arm's length.

Charter School shall notify parents, guardians, and teachers in writing within 72 hours of the issuance of a Notice of Violation, Notice of Intent to Revoke, Final Decision to Revoke, Notice of Non-Renewal, or equivalent notice, by the LAUSD Board of Education.

TITLE IX, SECTION 504, AND UNIFORM COMPLAINT PROCEDURES

Charter School shall designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under Title IX of the Education Amendments of 1972 (Title IX) and section 504 of the Rehabilitation Act of 1973 ("Section 504"), including any investigation of any complaint filed with Charter School alleging its noncompliance with these laws or alleging any actions which would be prohibited by these laws. Charter School shall notify all its students and employees of the name, office address, and telephone number of the designated employee or employees.

Charter School shall adopt and publish complaint procedures providing for prompt and equitable resolution of student and employee complaints alleging any action that would be prohibited by Title IX or Section 504.

Charter School shall adopt and implement specific and continuing procedures for notifying applicants for admission and employment, students and parents of elementary and secondary school students, employees, sources of referral of applicants for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements with Charter School, that Charter School does not discriminate on the basis of sex or mental or physical disability in the educational programs or activities which it operates, and that it is required by Title IX and Section 504 not to discriminate on any such basis.

Charter School shall establish and provide a uniform complaint procedure in accordance with applicable federal and state laws and regulations, including but not limited to all applicable requirements of *California Code of Regulations*, title 5, section 4600 et seq.

Charter School shall adhere to all applicable federal and state laws and regulations regarding pupil fees, including Education Code sections 49010 - 49013, and extend its uniform complaint procedure to complaints filed pursuant to Education Code section 49013.

Charter School shall extend its uniform complaint procedure to complaints filed pursuant to the Local Control Funding Formula legislation provisions set forth in Education Code section 52075.

RESPONDING TO INQUIRIES

Charter School, including its nonprofit corporation shall promptly respond to all inquiries, including but not limited to inquiries regarding financial records from the District, and shall cooperate with the District regarding any inquiries. Charter School acknowledges that Charter School, including but not limited to its nonprofit corporation, is subject to audit by LAUSD, including, without limitation, audit by the District Office of the Inspector General. Charter School shall provide the District with current and accurate contact information for Charter School, Charter School administrators, and Board members.

If an allegation or other evidence of waste, fraud, abuse, or other material violation of law related to Charter School's operations, or breach of the Charter, is received or discovered by the District, Charter School, including but not limited to its nonprofit corporation, employees, and representatives, shall cooperate with any resulting inquiry and/or investigation undertaken by the District and/or the Office of the Inspector General Investigations Unit.

Charter School acknowledges and agrees that persons and entities that directly exercise control over the expenditure of Charter School's public funds shall be subject to all necessary and appropriate District charter school oversight.

NOTIFICATION OF THE DISTRICT

Charter School shall notify the Charter Schools Division (CSD) in writing of any citations or notices of workplace hazards, investigations by outside regulatory or investigative agencies, lawsuits, changes in corporate or legal status (e.g., loss of IRS 501(c)(3) status), or other formal complaints or notices, within one week of receipt of such notices by Charter School. Unless prohibited by law, Charter School shall notify the CSD in writing of any internal investigations within one week of commencing investigation. Charter School shall notify the CSD within 24 hours of any dire emergency or serious threat to the health and safety of students or staff.

STUDENT RECORDS

Upon receipt of a student records request from a receiving school/school district, Charter School shall transfer a copy of the student's complete cumulative record within ten (10) school days in accordance with Education Code section 49068. Charter School shall comply with the requirements of California Code of Regulations, title 5, section 3024, regarding the transfer of student special education records. In the event Charter School closes, Charter School shall comply with the student records transfer provisions in Element 15. Charter School shall comply with the requirements of Education Code section 49060 et seq., which include provisions regarding rights to access student records and transfer of records for youth in foster care.

PARENT ENGAGEMENT

Charter School shall not require a parent or legal guardian of a prospective or enrolled student to perform volunteer service hours, or make payment of fees or other monies, goods, or services in lieu of performing volunteer service, as a condition of his/her child's admission, continued enrollment, attendance, or participation in the school's educational activities, or otherwise discriminate against a student in any manner because his/her parent cannot, has not, or will not provide volunteer service to Charter School.

FEDERAL PROGRAM COMPLIANCE

As a recipient of federal funds, Charter School has agreed to meet all applicable programmatic, fiscal and other regulatory requirements of the Elementary and Secondary Education Act (ESEA, also known as Every Student Succeeds Act (ESSA)) and other applicable federal

programs. Charter School understands that it is a local educational agency (LEA) for purposes of federal compliance and reporting purposes. Charter School agrees that it will keep and make available to the District any documentation necessary to demonstrate compliance with the requirements of ESEA and other applicable federal programs. Charter School also acknowledges that, as part of its oversight of Charter School, the District may conduct program review for federal as well as state compliance.

Element 5 – Employee Qualifications

“The qualifications to be met by individuals to be employed by the charter school.” (Ed. Code § 47605(b)(5)(E).)

EQUAL EMPLOYMENT OPPORTUNITY

Charter School acknowledges and agrees that all persons are entitled to equal employment opportunity. Charter School shall not discriminate against applicants or employees on the basis of race, color, religion, sex, gender, gender expression, gender identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, genetic information, military and veteran status, or any other characteristic protected by California or federal law. Equal employment opportunity shall be extended to all aspects of the employer-employee relationship, including but not limited to recruitment, selection, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and dismissal from employment.

ESEA/ESSA AND CREDENTIALING REQUIREMENTS

Charter School shall adhere to all requirements of the Elementary and Secondary Education Act (ESEA, also known as Every Student Succeeds Act (ESSA)) that are applicable to teachers and paraprofessional employees. Charter School shall ensure that all teachers are appropriately assigned and fully credentialed in accordance with applicable state requirements for certificated employment, including but not limited to the provisions of Education Code section 47605(l). Charter School shall maintain current copies of all teacher credentials and make them readily available for inspection.

Element 6 – Health and Safety Procedures

“The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the charter school furnish it with a criminal record summary as described in Section 44237.” (Ed. Code § 47605(b)(5)(F).)

HEALTH, SAFETY AND EMERGENCY PREPAREDNESS PLAN

Charter School shall comply with all applicable federal, state, and local requirements related to school and student health, safety, and emergency preparedness.

If Charter School occupies and/or operates on a District facility, Charter School shall comply with all District health, safety, and emergency procedures and requirements applicable to District facilities and related operations, and shall be subject to inspection by the District’s Facilities Services Division, OEHS, and other District offices in the same manner as other LAUSD campuses.

Charter School shall adopt, implement, and maintain at all times a current, comprehensive, and site-specific Health, Safety, and Emergency Preparedness Plan, which must include but is not limited to provisions for building and site emergency evacuation and the acquisition and maintenance of adequate onsite emergency supplies. Charter School shall ensure that all staff members receive annual training on Charter School’s health, safety, and emergency procedures, including but not limited to training on bloodborne pathogens, and shall maintain a calendar for, and conduct, emergency response drills for students and staff.

Charter School shall provide all employees, and other persons working on behalf of Charter School who are mandated reporters, with annual training on child abuse detection and reporting, which shall occur within the first six weeks of each school year, or within the first six weeks of a person’s employment if employed after the beginning of the school year, in accordance with the requirements of AB 1432 (2014).

Charter School shall stock and maintain the required number and type of emergency epinephrine auto-injectors onsite and provide training to employee volunteers in the storage and use of the epinephrine auto-injector as required by Education Code section 49414 and section 4119.2 of the Business and Professions Code, as they may be amended from time to time.

Charter School shall comply with the requirements of Education Code section 49475, with respect to any athletic program (as defined in Education Code § 49475) offered by or on behalf of Charter School.

Charter School shall periodically review, and update and/or modify as necessary, its Health, Safety, and Emergency Preparedness Plan, and keep it readily available for on-site use.

Charter School shall provide a copy of the Health, Safety, and Emergency Preparedness Plan for review upon CSD request.

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

Charter School, including its employees and officers, shall comply with the Family Educational Rights and Privacy Act (FERPA) and Education Code section 49060 et seq. at all times.

CRIMINAL BACKGROUND CLEARANCES AND FINGERPRINTING

Charter School shall comply with all requirements of Education Code sections 44237 and 45125.1. Charter School shall designate and maintain at all times at least one Custodian of Records duly authorized by the California Department of Justice.

Charter School shall maintain on file and available for inspection evidence that (1) Charter School has performed criminal background checks and cleared for employment all employees prior to employment; (2) Charter School has obtained certification from each of its contracting entities/independent contractors that the entity/contractor has conducted required criminal background clearances for its employees prior to provision of schoolsite services and/or any contact with students and has requested subsequent arrest notification service; and (3) Charter School has performed criminal background checks and cleared for service all volunteers not directly supervised by staff and who may have contact with students. Charter School shall also ensure that it requests and receives subsequent arrest notifications from the California Department of Justice for all employees and volunteers not directly supervised by staff. Upon request, Charter School shall provide a copy of Department of Justice confirmation of Custodian of Records status for each Custodian of Records. Charter School, including its administrators and officers, shall comply with the requirements of Education Code section 44030.5.

IMMUNIZATION AND HEALTH SCREENING REQUIREMENTS

Charter School shall require all employees, and any volunteer or vendor/contracting entity employee who may have frequent or prolonged contact with students, to undergo a risk assessment and/or be examined and determined to be free of active tuberculosis (TB) within the period of 60 days prior to employment/service, or otherwise meet the requirements of Education Code section 49406. Charter School shall maintain TB clearance records and certificates on file.

Charter School shall comply with all federal and state legal requirements, including but not limited to the requirements of SB 277 (2015), related to student immunization, health examination, and health screening, including but not limited to screening for vision, hearing, and scoliosis, to the same extent as would be required if the students were attending a non-charter public school. Charter School shall maintain student immunization, health examination, and health screening records on file.

SAFE PLACE TO LEARN ACT

Charter School shall comply with all applicable requirements of the Safe Place to Learn Act, Education Code section 234 et seq.

Element 7 – Means to Achieve Racial and Ethnic Balance

“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.” (Ed. Code § 47605(b)(5)(G).)

COURT-ORDERED INTEGRATION

Charter School shall comply with all requirements of the *Crawford v. Board of Education, City of Los Angeles* court order and the LAUSD Integration Policy adopted and maintained, pursuant to the Crawford court order, by the District’s Student Integration Services (collectively the “Court-ordered Integration Program”). The Court-ordered Integration Program applies to all schools within or chartered through LAUSD.

Charter School has set forth below its initial plan for achieving and maintaining the LAUSD’s Racial and Ethnic Balance goal of a 70:30 or 60:40 ratio. (*Ratio represents the percentage of Predominantly Hispanic Black Asian Other (PHBAO) compared to Other White (OW)*). The written plan lists specific dates and locations of recruitment activities that Charter School will undertake in order to achieve the District’s Racial and Ethnic Balance goal. Charter School shall monitor the implementation and outcomes of the initial plan, and modify it as necessary throughout the term of the Charter to achieve the District’s goal. Upon request, Charter School shall provide the District with a copy of its current written plan.

The District receives neither average daily attendance allocations nor Court-ordered Integration Program cost reimbursements for charter school students. The District may receive the Targeted Instructional Improvement Block Grant (TIIBG) for its Court-ordered Integration

Program. The District retains sole discretion over the allocation of TIIBG funding, where available, and cannot guarantee the availability of this funding.

Element 8 – Admission Requirements

“Admission requirements, if applicable.” (Ed. Code § 47605(b)(5)(H).)

DOCUMENTATION OF ADMISSIONS AND ENROLLMENT PROCESSES

Charter School shall maintain complete and accurate records of its annual admissions and enrollment processes, including but not limited to documentation of implementation of lottery and waitlist criteria and procedures in accordance with the terms of the Charter. These records shall be made available to the District upon request.

HOMELESS AND FOSTER YOUTH

Charter School shall adhere to the provisions of the federal McKinney-Vento Homeless Assistance Act and ensure that each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education as provided to other children and youths. Charter School shall provide specific information, in its outreach materials, websites, at community meetings, open forums, and regional center meetings, that notifies parents that Charter School is open to enroll and provide services for all students, and provides a standard District contact number for access to additional information regarding enrollment.

Charter School shall comply with all applicable state law regarding homeless and foster youth, including but not limited to the provisions of AB 379 (2015) and Chapter 5.5 (commencing with Section 48850) of Part 27 of Division 4 of Title 2 of the Education Code, as amended from time to time. Charter School shall extend its uniform complaint procedure to complaints filed pursuant to the applicable provisions of AB 379.

NON-DISCRIMINATION

Charter School shall not require a parent/legal guardian/student to provide information regarding a student’s disability, gender, gender identity, gender expression, nationality, legal or economic status, primary language or English Learner status, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, or any other information that would violate federal or state law, prior to admission, participation in any admissions or attendance lottery,

or pre-enrollment event or process, or as a condition of admission or enrollment. Charter School may request, at the time of, and as part of, conducting its lottery process, the provision of information necessary to apply specific admissions preferences set forth in this Charter.

Charter School shall not request or require submission of a student's IEP, 504 Plan, or any other record or related information prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment.

Element 9 – Annual Financial Audits

“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.” (Ed. Code § 47605(b)(5)(I).)

Charter School shall provide for an annual audit that shall be conducted in compliance with applicable state and federal laws, including but not limited to the requirements of Education Code sections 47605(b)(5)(I) and 41020 as they may be amended from time to time. Charter School shall ensure compliance with the requirements of section 41020(f)(2), which makes it unlawful, absent an Education Audits Appeal Panel waiver, for a public accounting firm to provide audit services to a local educational agency if the lead audit partner, or coordinating audit partner, having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, has performed audit services for that local educational agency in each of the six previous years.

The following reports will be submitted to LAUSD, in the required format and within timelines to be specified by LAUSD, each year:

- k. Provisional Budget – Spring prior to operating fiscal year
- l. Final Budget – July of the budget fiscal year
- m. First Interim Projections – November of operating fiscal year
- n. Second Interim Projections – February of operating fiscal year
- o. Unaudited Actuals – July following the end of the fiscal year
- p. Audited Actuals – December 15 following the end of the fiscal year
- q. Classification Report – monthly according to Charter School's Calendar
- r. Statistical Report – monthly according to Charter School's Calendar of Reports

In addition:

- P1, first week of January
- P2, first week of April
- s. Instructional Calendar – annually five weeks prior to first day of instruction
- t. Other reports as requested by the District

Element 10 – Suspension and Expulsion Procedures

“The procedures by which pupils can be suspended or expelled.” (Ed. Code § 47605(b)(5)(J).)

GENERAL PROVISIONS

Charter School shall provide due process for all students, including adequate and timely notice to parents/guardians and students of the grounds for all suspension and expulsion recommendations and decisions and their due process rights regarding suspension and expulsion, including rights of appeal.

Charter School shall ensure that its policies and procedures regarding suspension and expulsion will be periodically reviewed, and modified as necessary, in order to conform to changes in state law.

Charter School shall ensure that its staff is knowledgeable about and complies with the District’s Discipline Foundation Policy and/or current equivalent policy, as required by the Modified Consent Decree. Charter School shall comply with the terms of the School Discipline Policy and School Climate Bill of Rights resolution adopted by the LAUSD Board of Education on May 6, 2013.

Charter School shall be responsible for the appropriate interim placement of students during and pending the completion of Charter School’s student expulsion process and shall facilitate the post-expulsion placement of expelled students.

Charter School shall document and implement the alternatives to suspension and expulsion that Charter School utilizes in response to attendance-related concerns, e.g. truancy or excessive tardiness.

STUDENTS WITH DISABILITIES

Charter School shall establish and implement policies and procedures to ensure full compliance with federal and state laws and regulations regarding the discipline of students with disabilities. If a student is recommended for expulsion and the student receives or is

eligible for special education, Charter School shall identify and provide special education programs and services at an appropriate interim educational placement, pending the completion of the expulsion process, to be coordinated with the LAUSD Special Education Service Center.

In the case of a student who has an Individualized Education Program (“IEP”), or a student who has a 504 Plan, Charter School shall ensure that it follows correct disciplinary procedures to comply with the mandates of state and federal laws, including IDEA and Section 504 of the Rehabilitation Plan of 1973. As set forth in the MOU regarding special education between the District and Charter School, an IEP team will meet to conduct a manifestation determination and to discuss alternative placement utilizing the District’s Special Education Policies and Procedures Manual. Prior to recommending expulsion for a student with a 504 Plan, Charter School’s administrator will convene a Link Determination meeting to ask the following two questions:

- C. Was the misconduct caused by, or directly and substantially related to the student’s disability?
- D. Was the misconduct a direct result of the Charter School’s failure to implement 504?

NOTIFICATION OF THE DISTRICT

Upon expelling any student, Charter School shall notify the Charter Schools Division by submitting an expulsion packet to the CSD immediately or as soon as practicable, which shall contain:

- Completed “Notification of Charter School Expulsion” [form available from the CSD website or office], including attachments as required on the form
- Documentation of the expulsion proceeding, including statement of specific facts supporting the expulsion and documentation that Charter School’s policies and procedures were followed
- Copy of parental notice of expulsion hearing
- Copy of expulsion notice provided to parent stating reason for expulsion, term of expulsion, rehabilitation plan, reinstatement notice with eligibility date and instructions for providing proof of student’s compliance for reinstatement, appeal process, and options for enrollment
- If the student is eligible for Special Education, documentation related to expulsion in compliance with IDEA and the MCD, including the Expulsion Analysis page of the pre-expulsion IEP
- If the student is eligible for Section 504 accommodations, documentation that Charter School conducted a Link Determination meeting to address two questions:
 - C. Was the misconduct caused by, or directly and substantially related to the student’s disability?
 - D. Was the misconduct a direct result of Charter School’s failure to implement 504 Plan?

Notwithstanding the documentation sent to the Charter Schools Division as indicated above, if the student is a resident of a school district other than LAUSD, Charter School must notify the superintendent of the student's district of residence within 30 days of the expulsion. Additionally, upon request of the receiving school district, Charter School shall forward student records no later than 10 school days from the date of the request as stated in Education Code section 49068 (a) and (b).

OUTCOME DATA

Charter School shall gather and maintain all data related to placement, tracking, and monitoring of student suspensions, expulsions, and reinstatements, and make such outcome data readily available to the District upon request.

REHABILITATION PLANS

Pupils who are expelled from Charter School shall be given a rehabilitation plan upon expulsion as developed by Charter School's governing board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. Terms of expulsion should be reasonable and fair with the weight of the expelling offense taken into consideration when determining the length of expulsion. Therefore, the rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the pupil may apply to Charter School for readmission. Charter School shall inform parents in writing of its processes for reinstatement and applying for expungement of the expulsion record.

READMISSION

Charter School's governing board shall adopt rules establishing a procedure for the filing and processing of requests for readmission and the process for the required review of all expelled pupils for readmission. Upon completion of the readmission process, Charter School's governing board shall readmit the pupil, unless Charter School's governing board makes a finding that the pupil has not met the conditions of the rehabilitation plan or continues to pose a danger to campus safety. A description of the procedure shall be made available to the pupil and the pupil's parent or guardian at the time the expulsion order is entered and the decision of the governing board, including any related findings, must be provided to the pupil and the pupil's parent/guardian within a reasonable time.

REINSTATEMENT

Charter School's governing board shall adopt rules establishing a procedure for processing reinstatements, including the review of documents regarding the rehabilitation plan. Charter

School is responsible for reinstating the student upon the conclusion of the expulsion period in a timely manner.

GUN-FREE SCHOOLS ACT

Charter School shall comply with the federal Gun-Free Schools Act.

Element 11 – Employee Retirement Systems

“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.” (Ed. Code § 47605(b)(5)(K).)

Charter School shall comply in a timely manner with all applicable federal and state laws and regulations, as they may change from time to time, including but not limited to Internal Revenue Code section 414(d) and related regulations, governing Charter School’s participation in, and/or coverage of its staff members by, the State Teachers’ Retirement System (CalSTRS), the Public Employees’ Retirement System (CalPERS), and/or federal social security.

If Charter School participates in, or otherwise covers its staff members by enrolling or continuing their enrollment in, a “government plan” governed by section 414(d) (e.g. CalPERS), upon dissolution or final liquidation of Charter School, and/or its nonprofit public benefit corporation, notwithstanding any provision in Element 15 to the contrary, Charter School shall distribute its net assets in accordance with section 414(d), related regulations, and the government plan’s requirements.

If Charter School participates in CalSTRS and/or CalPERS, Charter School shall continue such participation for the duration of Charter School’s existence under the same CDS code, per applicable legal and retirement plan requirements.

Element 12 – Public School Attendance Alternatives

“The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.” (Ed. Code § 47605(b)(5)(L).)

Pupils of Charter School do not have or gain any right to admission in a particular school of any school district, or program of any school district, as a consequence of

applying to or enrolling in Charter School, except to the extent that such a right is extended by the school district.

A pupil who chooses not to attend Charter School may attend a public school within the pupil's school district of residence in accordance with applicable law and that school district's policies and procedures. The pupil alternatively may seek to enroll in another charter school in accordance with applicable law and the terms of the school's charter. If LAUSD is the pupil's school district of residence, an eligible pupil may pursue an inter-district transfer, if available, in accordance with the admission, enrollment, and transfer policies and procedures of the District, as they may change from time to time.

Element 13 – Rights of District Employees

“The rights of an 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.” (Ed. Code § 47605(b)(5)(M).)

Employees of the District who choose to leave the employment of the District to work at Charter School shall have no automatic rights of return to the District after employment at Charter School unless specifically granted by the District through a leave of absence or other agreement or policy of the District as aligned with the collective bargaining agreements of the District. Leave and return rights for District union-represented employees and former employees who accept employment with Charter School will be administered in accordance with applicable collective bargaining agreements and any applicable judicial rulings.

Element 14 – Mandatory Dispute Resolution

“The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter.” (Ed. Code § 47605(b)(5)(N).)

The staff and governing board members of Charter School agree to resolve any claim, controversy or dispute arising out of or relating to the Charter agreement between the District and Charter School, except any controversy or claim that is in any way related to revocation of this Charter (“Dispute”), pursuant to the terms of this Element 14.

Any Dispute between the District and Charter School shall be resolved in accordance with the procedures set forth below:

- 5) Any Dispute shall be communicated in writing (“Written Notification”). The Written Notification must identify the nature of the Dispute and any supporting facts. The Written Notification shall be tendered to the other party by personal delivery, by facsimile, or by certified mail. The Written Notification shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00 p.m., or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail.

All Written Notifications to the District and Charter School shall be addressed respectively as follows:

Director
Charter Schools Division
Los Angeles Unified School District
333 South Beaudry Avenue, 20th Floor
Los Angeles, California 90017

Director/Principal
Charter School
[See Element 14]

- 6) A written response (“Written Response”) shall be tendered to the other party within twenty (20) business days from the date of receipt of the Written Notification. The parties agree to schedule a conference to discuss the Dispute identified in the Written Notice (“Issue Conference”). The Issue Conference shall take place within fifteen (15) business days from the date the Written Response is received by the other party. The Written Response may be tendered by personal delivery, by facsimile, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00p.m., or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail.
- 7) If the Dispute cannot be resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Each party shall bear its own attorneys’ fees, costs and expenses associated with the mediation. The mediator’s fees and the administrative fees of the mediation shall be shared equally among the parties. Mediation proceedings shall commence within 120 days from the date of either party’s request for mediation following the Issue Conference. The parties shall mutually agree upon the selection of a mediator to resolve the Dispute. The mediator may be selected from

the approved list of mediators prepared by the American Arbitration Association. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.

- 8) If the mediation is not successful, then the parties agree to resolve the Dispute by binding arbitration conducted by a single arbitrator. Unless the parties mutually agree otherwise, arbitration proceedings shall be administered in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitrator must be an active member of the State Bar of California or a retired judge of the state or federal judiciary of California. Each party shall bear its own attorney's fees, costs and expenses associated with the arbitration. The arbitrator's fees and the administrative fees of the arbitration shall be shared equally among the parties. However, any party who fails or refuses to submit to arbitration as set forth herein shall bear all attorney's fees, costs and expenses incurred by such other party in compelling arbitration of any controversy or claim.

Element 15 – Charter School Closure Procedures

“The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records.” (Ed. Code § 47605(b)(5)(O).)

REVOCATION OF THE CHARTER

The District may revoke the Charter if Charter School commits a breach of any provision set forth in a policy related to charter schools adopted by the District Board of Education and/or any provisions set forth in the Charter Schools Act of 1992. The District may revoke the charter of Charter School if the District finds, through a showing of substantial evidence, that Charter School did any of the following:

- Charter School committed a material violation of any of the conditions, standards, or procedures set forth in the Charter.
- Charter School failed to meet or pursue any of the pupil outcomes identified in the Charter.
- Charter School failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement.
- Charter School violated any provision of law.

Prior to revocation, and in accordance with Education Code section 47607(d) and state regulations, the LAUSD Board of Education will notify Charter School in writing of the specific violation, and give Charter School a reasonable opportunity to cure the violation, unless the LAUSD Board of Education determines, in writing, that the violation constitutes a severe and imminent threat to the health or safety of the pupils. Revocation proceedings are not subject to the dispute resolution provisions set forth in this Charter.

Pursuant to AB 97, charter schools may be identified for assistance based on state evaluation rubrics and be subject to revocation pursuant to Education Code section 47607.3.

CLOSURE ACTION

The decision to close Charter School, either by the governing board of Charter School or by the LAUSD Board of Education, must be documented in a “Closure Action”. A Closure Action shall be deemed to have been automatically taken when any of the following occur: the Charter is revoked (subject to the provisions of Education Code section 47607(i)) or non-renewed by the LAUSD Board of Education; the governing board of Charter School votes to close Charter School; or the Charter lapses.

CLOSURE PROCEDURES

The procedures for charter school closure set forth below are guided by *Education Code* sections 47604.32, 47605, and 47607 as well as *California Code of Regulations*, title 5, sections 11962 and 11962.1, and are based on “Charter School Closure Requirements and Recommendations (Revised 08/2009)” posted on the California Department of Education website. All references to “Charter School” apply to Charter School, including its nonprofit corporation and governing board.

Designation of Responsible Person(s) and Funding of Closure

Prior to or at the time of the taking of a Closure Action by either the governing board of Charter School or the LAUSD Board of Education, the governing board of Charter School shall designate a person or persons responsible for conducting and overseeing all closure-related procedures and activities, and allocate sufficient funding for, or otherwise determine how Charter School will fund, these activities.

Notification of Closure Action

Upon the taking of a Closure Action, Charter School shall send written notice of its closure to:

9. The LAUSD Charter Schools Division (CSD). Charter School shall provide the CSD with written notice of (1) the person(s) designated to be responsible for conducting and overseeing all closure activities, and (2) the source, location, and management of the funding for such activities. If the Closure Action is an act of Charter School, Charter

School shall provide the CSD with a copy of the governing board resolution or minutes that documents its Closure Action.

10. Parents/guardians of all students, and all majority age and emancipated minor students, currently enrolled in Charter School within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written parent notification to the CSD.
11. Los Angeles County Office of Education (LACOE). Charter School shall send written notification of the Closure Action to LACOE by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to the CSD.
12. The Special Education Local Plan Area (SELPA) in which Charter School participates. Charter School shall send written notification of the Closure Action to the SELPA in which Charter School participates by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to the CSD.
13. The retirement systems in which Charter School's employees participate. Within fourteen (14) calendar days of the Closure Action, Charter School shall notify, as applicable, the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), the Social Security Administration, and the Los Angeles County Office of Education of the Closure Action, and follow their respective procedures for dissolving contracts and reporting. Charter School shall provide a copy of these notifications and correspondence to the CSD.
14. The California Department of Education (CDE). Charter School shall send written notification of the Closure Action to the CDE by registered mail within 72 hours of the Closure Action. Charter School shall provide a copy of this notification to the CSD.
15. Any school district that may be responsible for providing education services to the former students of Charter School. Charter School shall send written notification of the Closure Action within 72 hours of the Closure Action. This notice must include a list of potentially returning students and their home schools based on student residence. Charter School shall provide a copy of these notifications, if any, to the CSD.
16. All Charter School employees and vendors within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written employee and vendor notification, with any attachments, to the CSD.

Notification of all the parties above, with the exception of employees and vendors, must include but is not limited to the following information:

5. The effective date of the closure of Charter School

6. The name(s) and contact information for the person(s) handling inquiries regarding the closure
7. The students' school districts of residence
8. How parents/guardians of all students, and all majority age and emancipated minor students, may obtain copies of student records and transcripts, including specific information on completed courses and credits that meet graduation requirements

In addition to the four required items above, notification of the CDE shall also include:

3. A description of the circumstances of the closure
4. The location of student and personnel records

In addition to the four required items above, notification of parents/guardians of all students, and all majority age and emancipated minor students, shall also include:

4. Information on how to enroll or transfer the student to an appropriate school
5. A certified packet of student information that includes closure notice, a copy of the student's cumulative record and other records, including but not limited to grade reports, discipline records, immunization records, completed coursework, credits that meet graduation requirements, a transcript, and state testing results
6. Information on student completion of college entrance requirements, for all high school students affected by the closure

Notification of employees and vendors shall include:

4. The effective date of the closure of Charter School
5. The name(s) and contact information for the person(s) handling inquiries regarding the closure
6. The date and manner, which shall be no later than 30 days from the effective date of the closure of Charter School, by which Charter School shall provide employees with written verification of employment

Within 30 days of the effective date of closure, Charter School shall provide all employees with written verification of employment. Charter School shall send copies of all such employee verification letters to the CSD.

Records Retention and Transfer

Charter School shall comply with all applicable laws as well as District policies and procedures, as they may change from time to time, regarding the transfer and maintenance of Charter School records, including student records. These requirements include:

10. Charter School shall provide the District with all original student cumulative files and behavior records, pursuant to District policy and applicable District handbook(s) regarding cumulative records for secondary and elementary schools, for all students, both active and inactive, of Charter School. Transfer of the complete and organized original student records to the District, in accordance with District procedures applicable at the time of closure, shall occur within seven (7) calendar days of the effective date of closure.
11. Charter School's process for transferring copies of student records to receiving schools shall be in accordance with applicable law and LAUSD procedures for students moving from one school to another.
12. Charter School shall prepare and provide an electronic master list of all students to the Charter Schools Division in accordance with the District procedures applicable at the time of closure. This list shall include the student's identification number, Statewide Student Identifier (SSID), birthdate, grade, full name, address, home school/school district, enrollment date, exit code, exit date, parent/guardian name(s), and phone number(s). If the Charter School closure occurs before the end of the school year, the list also shall indicate the name of the school to which each student is transferring, if known. This electronic master list shall be delivered to the CSD in the form of a CD or otherwise in accordance with District procedures.
13. Charter School must organize the original cumulative files for delivery to the District in two categories: active students and inactive students. Charter School will coordinate with the CSD for the delivery and/or pickup of student records.
14. Charter School must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.
15. Charter School must provide to the CSD a copy of student attendance records, teacher gradebooks, Charter School payroll records, and Title I records (if applicable).
16. Charter School must provide to the CSD the name, title, and contact information of the person designated to maintain all Charter School personnel records after the closure. Personnel records to be transferred to and maintained by the designee must include any and all employee records, including but not limited to, records related to performance and grievance. Charter School must provide to the CSD and the designee a list of all active and inactive employees and their periods of service. Both Charter School and the designee, individually and separately, shall inform the CSD immediately upon the transfer of Charter School's employee records to the designee.

17. Charter School shall ensure that all records are boxed and clearly labeled by classification of documents and the required duration of storage in accordance with District procedures.
18. Charter School shall provide to the responsible person(s) designated by the governing board of Charter School to conduct all closure-related activities a list of students in each grade level and, for each student, a list of classes completed and the student's district of residence.

Financial Close-Out

After receiving notification of closure, the California Department of Education (CDE) will notify Charter School and the authorizing entity of any liabilities Charter School owes the state, which may include overpayment of apportionments, unpaid revolving fund loans or grants, and/or similar liabilities. The CDE may ask the county office of education to conduct an audit of the charter school if it has reason to believe that the school received state funding for which it was not eligible.

Charter School shall ensure completion of an independent final audit within six months after the closure of Charter School that includes:

4. An accounting of all financial assets. These may include cash and accounts receivable and an inventory of property, equipment, and other items of material value.
5. An accounting of all liabilities. These may include accounts payable or reduction in apportionments due to loans, unpaid staff compensation, audit findings, or other investigations.
6. An assessment of the disposition of any restricted funds received by or due to Charter School.

This audit may serve as Charter School's annual audit if it meets all of the requirements of the annual audit.

Charter School shall pay for the financial closeout audit of Charter School. This audit will be conducted by a neutral, independent licensed CPA who will employ generally accepted accounting principles. Any liability or debt incurred by Charter School will be the responsibility of Charter School and not LAUSD. Charter School understands and acknowledges that Charter School will cover the outstanding debts or liabilities of Charter School. Any unused monies at the time of the audit will be returned to the appropriate funding source. Charter School understands and acknowledges that only unrestricted funds will be used to pay creditors. Any unused AB 602 funds will be returned to the District SELPA or the SELPA in which Charter School participates, and other categorical funds will be returned to the source of funds.

Charter School shall ensure the completion and filing of any annual reports required. These reports include but are not necessarily limited to:

5. Preliminary budgets
6. Interim financial reports
7. Second interim financial reports
8. Final unaudited reports

These reports must be submitted to the CDE and the authorizing entity in the form required. These reports should be submitted as soon as possible after the Closure Action, but no later than the required deadline for reporting for the fiscal year.

For apportionment of categorical programs, the CDE will count the prior year average daily attendance (ADA) or enrollment data of the closed Charter School with the data of the authorizing entity. This practice will occur in the first year after the closure and will continue until CDE data collection processes reflect ADA or enrollment adjustments for all affected LEAs due to the charter closure.

Disposition of Liabilities and Assets

The closeout audit must identify the disposition of all liabilities of Charter School. Charter School closure procedures must also ensure appropriate disposal, in accordance with the District Required Language provisions in Element 11 of this Charter, Charter School's governing board bylaws, fiscal procedures, and any other applicable laws and regulations, of any net assets remaining after all liabilities of Charter School have been paid or otherwise addressed. Such disposal includes, but is not limited to:

5. Charter School, at its cost and expense, shall return to the District any and all property, furniture, equipment, supplies, and other assets provided to Charter School by or on behalf of the District. The District discloses that the California Education Code sets forth the requirements for the disposition of the District's personal property and Charter School shall bear responsibility and liability for any disposition in violation of statutory requirements.
6. The return of any donated materials and property in accordance with any terms and conditions set when the donations were accepted.
7. The return of any grant and restricted categorical funds to their sources according to the terms of the grant or state and federal law.
8. The submission of final expenditure reports for any entitlement grants and the filing of Final Expenditure Reports and Final Performance Reports, as appropriate.

If Charter School is operated by a nonprofit corporation, and if the corporation does not have any functions other than operation of Charter School, the corporation shall be dissolved according to its bylaws.

Charter School shall retain sufficient staff, as deemed appropriate by the Charter School governing board to complete all necessary tasks and procedures required to close the school and transfer records in accordance with these closure procedures.

Charter School's governing board shall adopt a plan for wind-up of Charter School and, if necessary, the corporation, in accordance with the requirements of the Corporations Code.

Charter School shall provide LAUSD within fourteen (14) calendar days of the Closure Action with written notice of any outstanding payments due to staff and the time frame and method by which Charter School will make the payments.

Prior to final close-out, Charter School shall complete all actions required by applicable law, including but not limited to the following:

- d. File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines.
- e. Make final federal tax payments (employee taxes, etc.)
- f. Complete and submit all required federal and state filings and notices to the State of California, the Internal Revenue Service, and the Department of the Treasury, including but not limited to final tax returns and forms (e.g., Form 990 and related Schedules).

This Element 15 shall survive the revocation, expiration, termination, cancellation of this Charter, or any other act or event that would end Charter School's authorization to operate as a charter school or cause Charter School to cease operation. Charter School agrees that, due to the nature of the property and activities that are the subject of this Charter, the District and public shall suffer irreparable harm should Charter School breach any obligation under this Element 15. The District therefore reserves the right to seek equitable relief to enforce any right arising under this Element 15 or any provision of this Element 15 or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District. Such legal relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

Additional Provisions

FACILITIES

District-Owned Facilities

If Charter School is using District facilities as of the date of the submittal of this charter petition or takes occupancy of District facilities prior to the approval of this charter petition, Charter School shall execute an agreement provided by the District for the use of the District facilities as a condition of the approval of the charter petition. If at any time after the approval of this charter petition Charter School will occupy and use any District facilities, Charter School shall execute an agreement provided by the District for the use of the District facilities prior to occupancy and commencing use. Charter School shall implement and otherwise comply with the terms of any and all applicable facilities use agreements between Charter School and the District.

Notwithstanding any provision of any existing agreement for the use of District facilities, no renewal, extension of the term, material revision, or amendment, of a charter petition shall automatically renew or extend the term of any agreement for the use of District facilities, including but not limited to Proposition 39 agreements. The circumstances of Charter School's occupancy of District facilities may change over time such as, but not limited to, enrollment, programs, and the conditions of facilities, and the District has a vested interest in having an agreement that is appropriate for the situation. Proposition 39 Single Year Co-Location Use Agreements shall be limited to one (1) school year and expire on the date stated in said instrument.

For a Sole Occupant Agreement or any other use agreement that is not a Proposition 39 Single Year Co-location Use Agreement or a lease issued through the Notice of Intent and bid process, the term shall not exceed five (5) years or shall be co-terminous with the approved Charter, whichever is shorter. Charter School and the District shall negotiate any modifications of the agreement with the goal of such amendment or new agreement being considered by the LAUSD Board of Education with the renewal of the charter petition. If Charter School and the District cannot execute an agreement in time for such to be considered by the Board of Education with the renewal of the charter petition, the approval of the renewal of the charter petition shall be conditioned upon Charter School and the District executing an amendment to the existing use agreement or a new agreement no later than May 1st or within nine (9) months of the date of the Board of Education's approval of the renewal of the charter petition. During such time period Charter School shall be permitted to remain in occupancy of the District facilities under the terms and conditions of the immediately preceding, executed use agreement; provided, that if Charter School and the District cannot agree upon and execute an amendment or new use agreement by said deadline, Charter School shall vacate the District facilities on or before June 30th of said school year.

Charter School acknowledges and agrees that occupancy and use of District facilities shall be in compliance with applicable laws and District policies for the operation and maintenance of District facilities and furnishings and equipment. Charter School shall comply with all District

health, safety, and emergency procedures and requirements and shall be subject to inspection by the District's Facilities Services Division, OEHS, and other District offices in the same manner as other LAUSD campuses. All District facilities (i.e., schools) will remain subject to those laws applicable to public schools.

In the event of an emergency, all District facilities (i.e., schools) are available for use by the American Red Cross and public agencies as emergency locations, which may disrupt or prevent Charter School from conducting its educational programs. If Charter School will share the use of District facilities with other District user groups, Charter School agrees that it will participate in and observe all District safety policies (e.g., emergency chain of information and participation in safety drills).

The use agreements provided by the District for District facilities shall contain terms and conditions addressing issues such as, but not limited to, the following:

- Use: Charter School will be restricted to using the District facilities for the operation of a public school providing educational instruction to public school students consistent with the terms of the Charter and incidental related uses. Separate and apart from its right as authorizer to observe and inspect any part of the charter school at any time pursuant to Education Code 47607(a)(1), the District shall have and reserves the right to inspect District facilities upon reasonable notice to Charter School.
- Furnishings and Equipment: The District shall retain ownership of any furnishings and equipment, including technology, ("F&E") that it provides to Charter School for use. Charter School, at its sole cost and expense, shall provide maintenance and other services for the good and safe operation of the F&E.
- Leasing; Licensing: Use of the District facilities by any person or entity other than Charter School shall be administered by the District. The parties may agree to an alternative arrangement in the use agreement.
- Programs, Services, and Activities Outside Instructional Program; Third Party Vendors
 - (i) Any program, service, or activity provided outside the instructional program shall be subject to the terms and provisions of the use agreement, and, additionally, may require a license, permit, or additional agreement issued by the District. The term "instructional program" is defined, per Education Code section 47612 and 5 CCR section 11960, as those required educational activities that generate funding based on "average daily attendance" and includes those extracurricular programs, services, and/or activities that students are required to participate in and do not require the payment of any consideration or fee.
 - (ii) Any program, service, or activity requiring the payment of any consideration or fee or provided by a third party vendor (defined as any person or entity other than Charter School), whether paid or volunteer and regardless of whether such

may be within the instructional program, shall be subject to the terms and provisions of the use agreement and such third party vendor shall be required to obtain a license, permit, or additional agreement from the District.

- Minimum Payments or Charges to be Paid to District Arising From the Facilities:
 - (iii)Pro Rata Share: The District shall collect and Charter School shall pay a Pro Rata Share for facilities costs as provided in the Charter Schools Act of 1992 and its regulations. The parties may agree to an alternative arrangement regarding facilities costs in the use agreement; and
 - (iv)Taxes; Assessments: Generally, Charter School shall pay any assessment or fee imposed upon or levied on the LAUSD facilities that it is occupying or Charter School's legal or equitable interest created by the use agreement.
- Maintenance & Operations Services: In the event the District agrees to allow Charter School to perform any of the operation and maintenance services, the District shall have the right to inspect the District facilities, and the costs incurred in such inspection shall be paid by Charter School.
 - (iii)Co-Location: If Charter School is co-locating or sharing the District facilities with another user, the District shall provide the operations and maintenance services for the District facilities and Charter School shall pay the Pro Rata Share. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such in the use agreement.
 - (iv)Sole Occupant: If Charter School is a sole occupant of District facilities, the District shall allow Charter School, at its sole cost and expense, to provide some operations and maintenance services for the District facilities in accordance with applicable laws and LAUSD's policies on operations and maintenance services for facilities and F&E. NOTWITHSTANDING THE FOREGOING, the District shall provide all services for regulatory inspections which as the owner of the real property it is required to submit, and deferred maintenance, and Charter School shall pay LAUSD for the cost and expense of providing those services. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such services in the use agreement.
- Real Property Insurance: Prior to occupancy, Charter School shall satisfy requirements to participate in LAUSD's property insurance or, if Charter School is the sole occupant of LAUSD facilities, obtain and maintain separate property insurance for the LAUSD facilities. Charter School shall **not** have the option of obtaining and maintaining separate property insurance for the LAUSD facility IF Charter School is co-locating or sharing the LAUSD facility with another user.

Non-District-Owned Facilities

Occupancy and Use of the Site: Prior to occupancy or use of any school site or facility, Charter School shall provide the CSD with a current Certificate of Occupancy or equivalent document issued by the applicable permitting agency that allows Charter School to use and occupy the site as a charter school. Charter School shall not exceed the operating capacity of the site and shall operate within any limitations or requirements provided by the Certificate of Occupancy and any applicable permit. Charter School may not open or operate without providing a copy of an appropriate Certificate of Occupancy to the CSD. If Charter School intends to move or expand to another facility during the term of this Charter, Charter School shall adhere to any and all District policies and procedures regarding charter material revision and non-material amendment. Prior to occupancy or use of any such additional or changed school site, Charter School shall provide an appropriate Certificate of Occupancy to the CSD for such facility. Notwithstanding any language to the contrary in this Charter, the interpretation, application, and enforcement of this provision are not subject to the Dispute Resolution Process outlined in Element 14.

Facility Compliance: Prior to occupancy or use of any school site or facility, Charter School shall provide adequate documentation to the CSD that the facility complies with all applicable building codes, standards and regulations adopted by the city and/or county agencies responsible for building and safety standards for the city in which Charter School is to be located, federal and state accessibility requirements (including the Americans with Disabilities Act (ADA) and Section 504), and all other applicable fire, health, and structural safety and access requirements. This requirement shall also apply to the construction, reconstruction, alteration of or addition to the facility. Charter School shall resolve in a timely manner any and all corrective actions, orders to comply, or notices issued by the authorized building and safety agency or the District. Charter School cannot exempt itself from applicable building and zoning codes, ordinances, and ADA/Section 504 requirements. Charter School shall maintain on file readily accessible records that document facilities compliance and provide such documentation to the CSD upon request.

Pest Management: Charter School shall comply with the Healthy Schools Act, Education Code section 17608, which details pest management requirements for schools.

Asbestos Management: Charter School shall comply with the asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40 C.F.R. part 763. AHERA requires that any building leased or acquired that is to be used as a school or administrative building shall maintain an asbestos management plan.

INSURANCE

Insurance Requirements

No coverage shall be provided to Charter School by the District under any of the District's self-insured programs or commercial insurance policies. Charter School shall secure and maintain, at a minimum, insurance as set forth below with insurance companies acceptable to the District [A.M. Best A-, VII or better] to protect Charter School from claims which may arise from its operations. Each Charter School location shall meet the below insurance requirements individually.

It shall be Charter School's responsibility, not the District's, to monitor its vendors, contractors, partners, and/or sponsors for compliance with the insurance requirements.

The following insurance policies are required:

5. Commercial General Liability, including Fire Legal Liability, coverage of \$5,000,000 per Occurrence and in the Aggregate. The policy shall be endorsed to name the Los Angeles Unified School District and the Board of Education of the City of Los Angeles ("Board of Education") as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy. Coverage shall be maintained with no Self-Insured Retention above \$15,000 without the prior written approval of the Division of Risk Management and Insurance Services for the LAUSD.
6. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect Charter School from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
7. Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if Charter School does not operate a student transportation service. If Charter School provides student transportation services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
8. Crime Insurance or Fidelity Bond coverage shall be maintained by Charter School to cover all Charter School employees who handle, process or otherwise have responsibility for Charter School funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$500,000 per occurrence and \$500,000 general aggregate, with no self-insured retention.

10. Cyber liability insurance coverage with minimum limits of \$500,000 per occurrence and \$500,000 general aggregate.
11. Professional Educators Errors and Omissions liability coverage with minimum limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
12. Sexual Molestation and Abuse coverage with minimum limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.
13. Employment Practices Legal Liability coverage with limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
14. Excess/umbrella insurance with limits of not less than \$10,000,000 is required of all high schools and any other school that participates in competitive interscholastic or intramural sports programs.

Coverages and limits of insurance may be accomplished through individual primary policies or through a combination of primary and excess policies. *The policy shall be endorsed to name the Los Angeles Unified School District and Its Board of Education as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy.*

Evidence of Insurance

Charter School shall furnish to the District's Division of Risk Management and Insurance Services located at 333 S. Beaudry Ave, 28th Floor, Los Angeles CA 90017 within 30 days of all new policies inception, renewals or changes, certificates or such insurance signed by authorized representatives of the insurance carrier. Certificates shall be endorsed as follows:

"Charter school shall be required to provide LAUSD with 30 days prior written notice by certified mail, return receipt requested, if the insurance afforded by this policy shall be suspended, cancelled, reduced in coverage limits or non-renewed."

Facsimile or reproduced signatures may be acceptable upon review by the Division of Risk Management and Insurance Services. However, the District reserves the right to require certified copies of any required insurance policies.

Should Charter School deem it prudent and/or desirable to have insurance coverage for damage or theft to Charter School, employee or student property, for student accident, or any other type of insurance coverage not listed above, such insurance shall not be provided by the District and its purchase shall be the responsibility of Charter School.

Hold Harmless/Indemnification Provision

To the fullest extent permitted by law, Charter School does hereby agree, at its own expense, to indemnify, defend and hold harmless the LAUSD and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers from and against any and all claims, damages, losses and expenses including but not limited to attorneys' fees, brought by any person or entity whatsoever, arising out of, or relating to, this Charter agreement. Charter School further agrees to the fullest extent permitted by law, at its own expense, to indemnify, defend, and hold harmless the LAUSD and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers from and against any and all claims, damages, losses and expenses including but not limited to attorneys' fees, brought by any person or entity whatsoever for claims, damages, losses and expenses arising from or relating to acts or omission of acts committed by Charter School and/or its officers, directors, employees or volunteers. Moreover, Charter School agrees to indemnify, defend and hold harmless "the LAUSD and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers, for any contractual liability resulting from third party contracts with Charter School's vendors, contractors, partners or sponsors.

FISCAL MATTERS

District Oversight Costs

The District may charge for the actual costs of oversight of Charter School not to exceed 1% of Charter School's revenue, or the District may charge for the actual costs of oversight of Charter School not to exceed 3% if Charter School is able to obtain substantially rent free facilities from the District. Notwithstanding the foregoing, the District may charge the maximum oversight fee allowed under the law as it may change from time to time. The oversight fee provided herein is separate and distinct from the charges arising under charter school facilities use agreements.

Cash Reserves

Charter School acknowledges that the recommended cash reserve is 5% of expenditures, as provided in section 15450, title 5 of the California Code of Regulations.

Third Party Contracts

Charter School shall ensure that all third party contracts, whether oral or written, for supplies, equipment, goods and/or services, for the direct or indirect benefit of, or otherwise related to the operation of, Charter School, require compliance with and otherwise conform to all applicable local, state, and federal policies, regulations, laws, and guidelines, including but not

limited to licensing and permit requirements as well as requirements related to protection of health and safety.

Special Education Revenue Adjustment/Payment for Services

In the event that Charter School owes funds to the District for the provision of agreed upon or fee for service or special education services or as a result of the State's adjustment to allocation of special education revenues from Charter School, Charter School authorizes the District to deduct any and all of the in lieu property taxes that Charter School otherwise would be eligible to receive under section 47635 of the Education Code to cover such owed amounts. Charter School further understands and agrees that the District shall make appropriate deductions from the in lieu property tax amounts otherwise owed to Charter School. Should this revenue stream be insufficient in any fiscal year to cover any such costs, Charter School agrees that it will reimburse the District for the additional costs within forty-five (45) business days of being notified of the amounts owed.

Student Body Funds

Charter School shall supervise and manage any and all student body funds in a manner consistent with the provisions of Education Code sections 48930-48938. Charter School shall include and address student body funds in its financial reports, and ensure that such funds are included and addressed in Charter School's annual audit as a stand-alone item.

Audit and Inspection of Records

Charter School agrees to observe and abide by the following terms and conditions as a requirement for receiving and maintaining its charter authorization:

- Charter School is subject to District oversight.
- The District's statutory oversight responsibility continues throughout the life of the Charter and requires that the District, among other things, monitors the fiscal condition of Charter School.
- The District is authorized to revoke this Charter for, among other reasons, the failure of Charter School to meet generally accepted accounting principles or if Charter School engages in fiscal mismanagement.

Accordingly, the District hereby reserves the right, pursuant to its oversight responsibility, to audit Charter School books, records, data, processes and procedures through the District Office of the Inspector General or other means. The audit may include, but is not limited to, the following areas:

- Compliance with terms and conditions prescribed in the Charter agreement,

- Internal controls, both financial and operational in nature,
- The accuracy, recording and/or reporting of Charter School's financial information,
- Charter School's debt structure,
- Governance policies, procedures and history,
- The recording and reporting of attendance data,
- Charter School's enrollment process,
- Compliance with safety plans and procedures, and
- Compliance with applicable grant requirements.

Charter School shall cooperate fully with such audits and shall make available any and all records necessary for the performance of the audit upon 30 days notice to Charter School. When 30 days notice may defeat the purpose of the audit, the District may conduct the audit upon 24- hours notice.

Internal Fiscal Controls

Charter School shall develop and maintain sound internal fiscal control policies governing all financial activities.

Apportionment Eligibility for Students Over 19 Years of Age

Charter School acknowledges that, in order for a pupil over nineteen (19) years of age to remain eligible for generating charter school apportionment, the pupil shall be continuously enrolled in public school and make satisfactory progress toward award of a high school diploma. (Ed. Code § 47612(b).)

Local Control and Accountability Plan

In accordance with California Education Code sections 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 section 47606.5(a). These expenditures shall be "classified using the California School Accounting Manual pursuant to Section 41010." (Ed. Code § 47606.5(b).)