



Renewal Charter Petition for
Everest Value School

Submitted by Value Schools
October 17, 2018

TABLE OF CONTENTS

Assurances, Affirmations, and Declarations	1
Element 1 – The Educational Program	3
Element 2 – Measurable Pupil Outcomes and Element 3 – Method by which Pupil Progress Toward Outcomes will be Measured	53
Element 4 – Governance	59
Element 5 – Employee Qualifications	70
Element 6 – Health and Safety Procedures	85
Element 7 – Means to Achieve Racial and Ethnic Balance	89
Element 8 – Admission Requirements	91
Element 9 – Annual Financial Audits	96
Element 10 – Suspension and Expulsion Procedures	98
Element 11 – Employee Retirement Systems	116
Element 12 – Public School Attendance Alternatives	117
Element 13 – Rights of District Employees	118
Element 14 – Mandatory Dispute Resolution	119
Element 15 – Charter School Closure Procedures	123
Additional Provisions	131

Assurances, Affirmations, and Declarations

Everest Value School (also referred to herein as “Everest Value,” “EVS” 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); Ed. Code § 220.)
- 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 as or by 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* section 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 (2013) (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 local control and accountability plan and annual update to the local control and accountability plan.” (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 all applicable requirements of Education Code sections 60850 – 60859, including but not limited to the requirements of sections 60851.6 and 60852.3.

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 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 core academic 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, upon request, 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 (EL) Master Plan. If Charter School chooses to implement its own EL Master Plan, the plan shall provide a detailed description of Charter School's EL program, and shall address the following:

- How Charter School's EL Master Plan provides all of its English Learners, including but not limited to Long Term English Learners (LTELs) with an effective English language acquisition program as well as meaningful and equitable access to Charter School's core academic curriculum
- How English Learners' specific 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 of an initial Charter petition, and if a renewing Charter School intends to operate as a "school of the district" for special education services, 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 applicable state law and the LAUSD Special Education Local Plan Area ("SELPA") Local Plan for Special Education and shall be considered a "public school of the District" for purposes of Special Education pursuant to Education Code Section 47641(b). However, Charter School reserves the right to make written verifiable assurances that it may become an independent local educational agency (LEA) and join a SELPA pursuant to Education Code Section 47641 (a) either on its own or with a grouping of charter school LEAs as a consortium following the requirements of Education Code section 56195.3(b).

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, SSIS 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, SSIS 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, SSIS 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, SSIS 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.

GENERAL INFORMATION	
• The contact person for Charter School is:	Christopher Medinger, Principal
• The contact address for Charter School is:	680 Wilshire Pl., Ste 315, Los Angeles, CA 90005
• The contact phone number for Charter School is:	(213) 487-7736
• The proposed address or ZIP Code of the target community to be served by Charter School is:	90005
• 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:	250
• The grade level(s) of the students in the first year will be:	TK - 8
• Charter School's scheduled first day of instruction in 2019-2020 is:	August 12, 2019
• The enrollment capacity is:	480
• The type of instructional calendar (e.g., traditional/year-round, single track/multi-track, extended day/year) will be:	Traditional
• The bell schedule for Charter School will be:	MTTF: 7:50 a.m. – 3:15 p.m. Weds: 7:50 a.m. – 12:00 noon
• The term of this Charter shall be from:	July 1, 2019 to June 30, 2024

Community Need for Charter School

Everest Value School fills a need in downtown Los Angeles for a high-quality educational option for families who seek a small, rigorous academic setting with a strong, values-based school culture. Students whose parents choose this environment thrive, as evidenced by their performance relative to their peers in nearby schools. They do so because Value Schools creates intentional school communities in which highly qualified professionals enlist parents and students to work toward a common goal – helping all students acquire the skills, knowledge, and intellectual flexibility to fulfill their potential as citizens contributing to a better world.

Eligibility for Charter Renewal

Section 47607(b) of the Charter Schools Act promulgated minimum statutory criteria for renewal, only one of which is currently applicable following the suspension of the API assessment. Everest Value School exceeds the applicable requirement for renewal, which is:

“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, across all numerically significant subgroups, Everest Value student achievement compares favorably to that of students in the neighborhood schools that Everest Value students would otherwise attend. Unless otherwise noted, the source for all data presented is the California Department of Education (CDE) via its California Assessment of Student Performance and Progress (CAASPP) or DataQuest websites, supplemented by the dataset prepared by the LAUSD Office of Data and Accountability (ODA) and supplied to Everest Value by the Charter Schools Division. (The CDE has not identified “similar schools” for to compare with Everest Value School.) Regardless of initial skill levels, cohort data including both SBAC and internal NWEA results demonstrate that students achieve substantial growth when they enter the Value Schools environment.

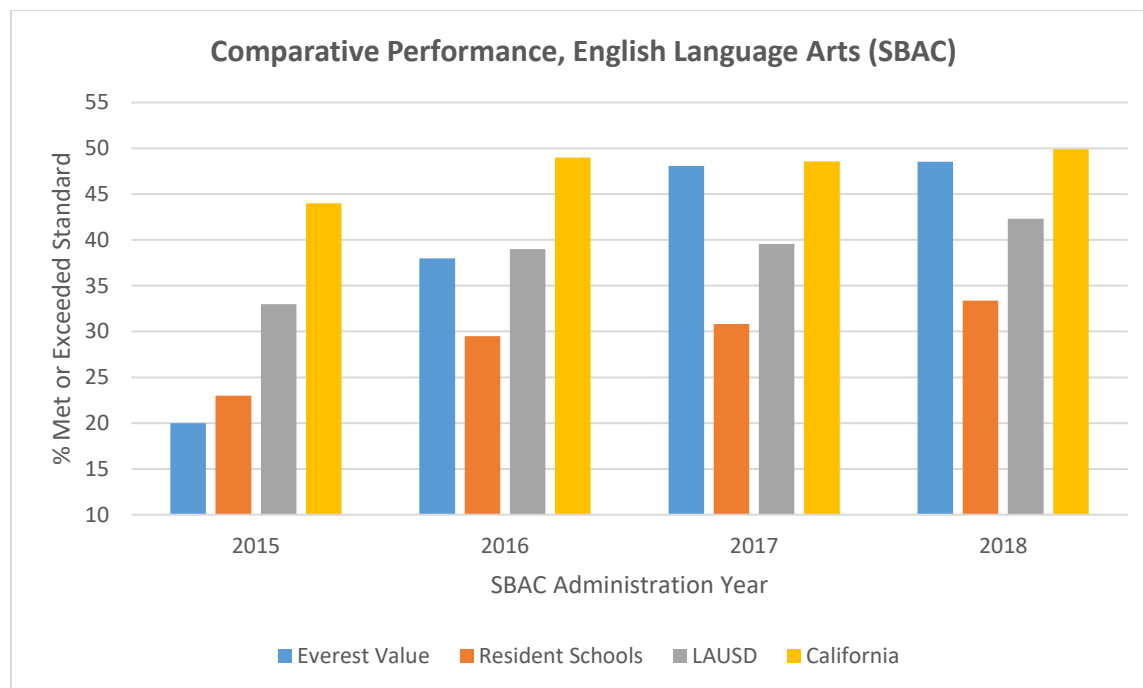
State Standardized Assessment Results

English Language Arts

The initiation of the CAASPP-administered Smarter Balanced Assessment coincided with the first year of Everest Value School’s operation. Since 2015, Everest Value’s English Language Arts achievement has steadily increased to where it now exceeds the median performance of the schools its students would otherwise attend (resident schools) and the mean performance of Los Angeles Unified School District.

Comparative schoolwide results over time. As shown in the graph below, in the 2016, 2017, and 2018 SBAC administration years, a substantially higher proportion of Everest Value students met or exceeded the SBAC English Language Arts standard than those in the set of

resident schools identified by LAUSD. During the same period, EVS substantially increased its performance relative to comparison groups of tested students.



Percentage of Everest Value and comparison students who met or exceeded SBAC English Language Arts standards, 2015 - 2018

	2014-15	2015-16	2016-17	2017-18
Everest Value	20	38.00	48.08	48.54
LAUSD Resident Schools Median	23	29.50	30.82	33.38
LAUSD	33	39.00	39.55	42.31
California	44	49.00	48.56	49.88

Source: CAASPP website; ODA data set

The chart below expands on the resident school median to show how Everest Value ranks in comparison to the eight schools its students would likely attend if they did not have the EVS option.

Schoolwide performance levels of resident schools, English Language Arts (SBAC), 2017-2018

School	% Did not meet standard	% Nearly met standard	% Met standard	% Exceeded standard	Total % Proficient (Met + Exceeded)
Hoover Street Elementary	19.66	23.03	30.06	27.25	57.30
Everest Value	24.56	26.90	32.16	16.37	48.54

School	% Did not meet standard	% Nearly met standard	% Met standard	% Exceeded standard	Total % Proficient (Met + Exceeded)
UCLA Community K-12	34.07	26.33	28.10	11.50	39.60
Hobart Boulevard Elementary	43.06	19.94	21.39	15.61	36.99
New Open World Academy K-12	42.38	29.84	21.27	6.51	27.78
Ambassador-Global Education	53.89	18.33	20.56	7.22	27.78
Ambassador-Global Leadership	39.45	32.87	23.18	4.50	27.68
Berendo Middle	48.64	28.92	19.84	2.59	22.44
Young Oak Kim Academy	51.83	27.04	18.42	2.72	21.13
<i>Resident school median</i>	<i>42.72</i>	<i>26.69</i>	<i>21.33</i>	<i>6.87</i>	<i>27.78</i>

Source: ODA data set

Subgroup performance

The SBAC performance by Everest Value's numerically significant subgroups compares favorably to the performance of subgroups in the district as a whole, as the table below shows.

Percentage of students who met or exceeded ELA standards on 2018 SBAC, by subgroup

	Everest Value	LAUSD (grades 3-8)
All Students	48.54	41.21
English Learners	17.14	3.67
Socioeconomically Disadvantaged	49.08	34.83
Latino	47.27	35.02

Source: ODA data set (EVS); analysis of CAASPP website data (LAUSD)

Subgroup growth has fluctuated, primarily due to a one-year general decline in math scores currently being addressed by the administration and mentor teachers, discussed below.

EVS proficiency on ELA SBAC over time, by subgroup

SBAC English Language Arts % of EVS Students who Met or Exceeded Standard			
	2015-2016	2016-2017	2017-2018
All Students	38	48.08	48.54
English Learners	8	15.19	17.14
Socioeconomically Disadvantaged	38	46.26	49.08
Latino	36	46.21	47.27

Source: ODA data set; CAASPP website

English Learner progress and reclassification. As discussed in the description of the English Language Development (“ELD”) program later in Element 1, Everest Value School’s process for reclassifying English Learners as Fluent English Proficient (“RFEP”) is somewhat more rigorous than in many other schools. Rather than relying solely on the state-mandated test (ELPAC or CELDT), it includes NWEA and classroom performance elements to maximize the likelihood that students are ready to succeed outside the program. Nevertheless, its RFEP rate has continued to increase over the first charter term.

EVS believes this process is best suited to ensuring that English Learners have access to the full curriculum and are able to achieve a higher level of academic performance once reclassified. The table and chart below display the RFEP rates of Everest Value compared with its resident schools and LAUSD. Everest Value’s reclassified students are more likely to demonstrate proficiency in language arts overall: in 2018, 74.64% of its RFEP students met or exceeded the SBAC standard for ELA, compared to a district average of 44.89%. A similar gap was observed in Math, in which 58.98% of Everest Value RFEP students met or exceeded the SBAC standard, compared to 31.14% of the district’s RFEP students.

Percentage of students reclassified Fluent English Proficient, by year

	2015-16	2016-17	2017-18
EVS	12.4	16.4	19.8
Resident Schools	13.8	19.1	23.4
LAUSD	12.1	16.8	20.1

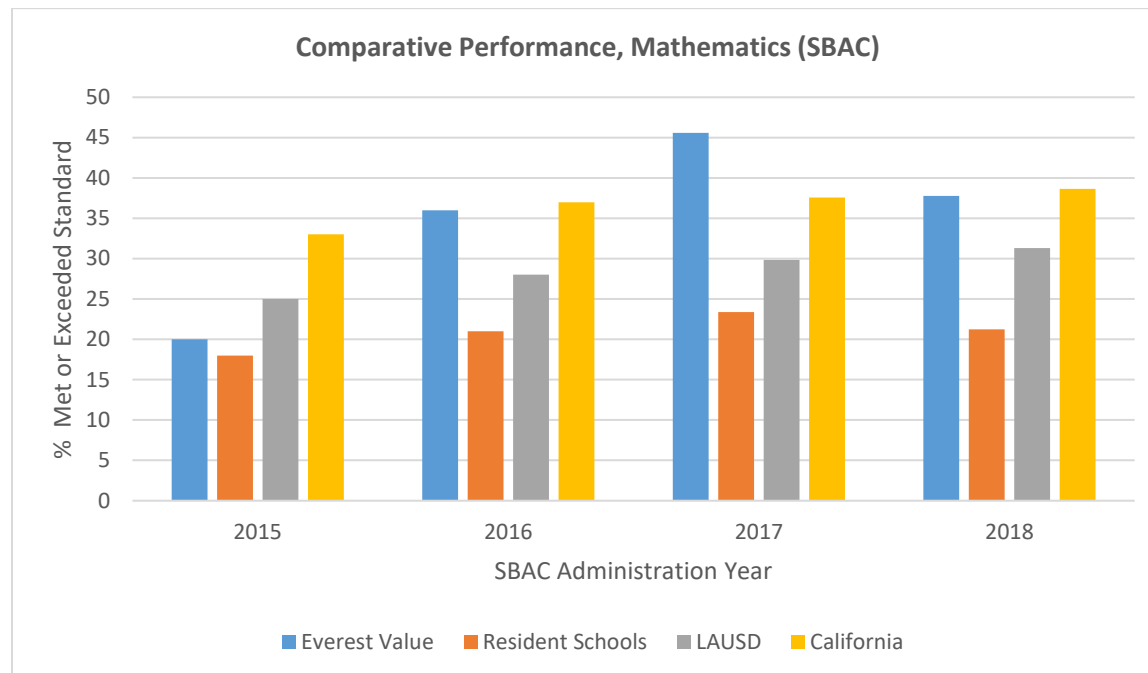
Source: ODA data set

Mathematics

As is true for most public schools in the LAUSD, Everest Value’s scores on the Mathematics portion of the SBAC assessment were lower than the same students’ scores on the ELA assessment. While Everest Value still outperformed resident schools, the differences were smaller. Although an unusually high-achieving cohort graduated in 2016-17, growth in other cohorts slowed in the same year. To reverse a potential slide in this area, Everest Value’s academic leaders decided to make math teaching a primary focus of the mentorship program. They also obtained training from CAASPP and Houghton Mifflin Harcourt (HMH), publishers of the *GO Math!* curriculum, to prepare a series of professional development sessions for math instruction.

Schoolwide results over time. The chart and table below depict the percentage of students who met or exceeded the mathematics standards from the test’s initial administration in 2015 through the spring of 2018. EVS scores increased markedly after the first administration of the SBAC, likely due to familiarity with the new testing regimen. A sharp increase in 2017 (from 36% to 45.57%) was followed by a decrease in 2018 (from 45.57% to 37.79%). This pattern appears to be attributable to a combination of factors: the 2017 graduation of an unusually talented class and departure of a highly skilled teacher, plus an anomalous assignment of eight students to take the California Alternative Assessments (CAA) in 2017 and their correct assignment to

the SBAC group in 2018. Neither factor is expected to recur, and EVS has undertaken an intensive professional development effort devoted to mathematics instruction.



Percentage of Everest Value and comparison students who met or exceeded SBAC Mathematics standards, 2015 - 2018

	2014-15	2015-16	2016-17	2017-18
Everest Value	20	36.00	45.57	37.79
LAUSD Resident Schools Median	18	21.00	23.36	21.25
LAUSD	25	28.00	29.86	31.32
California	33	37.00	37.56	38.65

Source: ODA data set; CAASPP website

The chart below expands on the resident school median to show how Everest Value ranks in comparison to the eight schools its students would likely attend if they did not have the EVS option.

Schoolwide performance levels of resident schools, Mathematics (SBAC), 2017-2018

School	% Did not meet standard	% Nearly met standard	% Met standard	% Exceeded standard	Total % Proficient (Met + Exceeded)
Hoover Street Elementary	15.36	28.77	30.17	25.70	55.87
Everest Value	29.07	33.14	23.26	14.53	37.79

School	% Did not meet standard	% Nearly met standard	% Met standard	% Exceeded standard	Total % Proficient (Met + Exceeded)
UCLA Community K-12	39.96	29.36	19.87	10.82	30.68
Hobart Boulevard Elementary	45.01	24.79	21.08	9.12	30.20
Ambassador-Global Education	51.08	26.34	13.44	9.14	22.58
Young Oak Kim Academy	53.08	27.01	13.85	6.05	19.91
New Open World Academy K-12	54.73	27.60	12.62	5.05	17.67
Ambassador-Global Leadership	58.02	29.35	7.85	4.78	12.63
Berendo Middle	62.85	26.70	8.06	2.39	10.45
<i>Resident school median</i>	<i>52.08</i>	<i>27.31</i>	<i>13.65</i>	<i>7.59</i>	<i>21.25</i>

Source: ODA data set

Subgroup performance

Despite the disparity between ELA and mathematics assessment results overall, Everest Value's commitment to improving performance for all student subgroups can be seen in the breakdown of scores in numerically significant subgroups, both in a snapshot comparison to district averages and over time. The performance growth among subgroups in 2017, followed by a 2018 decline, mirrors the same pattern observed for all groups, likely for the same reasons discussed above.

Percentage of students who met or exceeded Math standards on 2018 SBAC, by subgroup

	Everest Value	LAUSD (grades 3-8)
All Students	37.79	32.67
English Learners	14.29	5.58
Socioeconomically Disadvantaged	37.20	26.45
Latino	37.35	26.28

Source: ODA data set (EVS); analysis of CAASPP website data (LAUSD)

SBAC Mathematics			
% of EVS Students who Met or Exceeded Standard			
	2015-2016	2016-2017	2017-2018
All Students	36	45.57	37.79
English Learners	19	27.14	14.29
Socioeconomically Disadvantaged	37	44.30	37.20
Latino	35	43.54	37.35

Source: ODA data set; CAASPP website

The inevitable trade-off between demonstrating growth among English Learners and reclassifying them as soon as possible can be seen in the EL subgroup SBAC scores. When an ELD program is highly successful at readying students for reclassification, the students most likely to perform well on the SBAC leave the subgroup.

Summary

On the 2017-18 SBAC assessment in English Language Arts, 48.54% of Everest Value's students met or exceeded the performance standards, as compared to the resident schools' median of 27.78%. In Math, 37.79% of Everest Value's students met or exceeded the performance standards, as compared to the resident schools' median of 21.25%.

On the 2016-2017 SBAC assessment in English Language Arts, 48.08% of Everest Value's students met or exceeded the performance standards, as compared to the resident schools' median of 29.00%. In Math, 45.57% of Everest Value's students met or exceeded the performance standards, as compared to the resident schools' median of 23.36%.

After marked growth among subgroups from 2016-2017, subgroup scores declined from 2017-2018, reflecting the substantial overlap between numerically significant subgroups and the total school population. These score differences appear to be partly an artifact of a testing issue and partly the result of teacher departure. These issues have been, and continue to be, addressed by Everest Value.

Student Population to be Served – Who is the Everest Value School Community?

Value Schools was founded to educate students who come from traditionally underserved populations. Opened in 2014 in leased space at 668 So. Catalina in the Koreatown neighborhood of downtown Los Angeles, Everest Value is a classroom-based school that serves students in grades TK through 8, primarily from the Silver Lake/Koreatown/Pico-Union area. As revealed in information submitted upon enrollment, most of Everest Value's students come from families living below the poverty line and live in households where English is not the primary language. Some are recent arrivals to the United States, speaking little or no English. Only about 10% of EVS parents have a college degree, and more than two-thirds attended no college at all.

As demonstrated in parent meetings and surveys, many families choose Everest Value School because of the emphasis Value Schools places on higher education, particularly preparation for university admission and success. Most EVS parents, many of them immigrants seeking a better life for their children, are fully invested in the conviction that academic excellence, including strong English Language and critical thinking skills, is the key to that life.

Students from the surrounding neighborhoods often experience domestic instability, with families of mixed citizenship and immigration status who are often under substantial stress. They have experienced more trauma, food insecurity and substandard education than students in neighborhoods with higher income levels. Everest Value recognizes that the families it serves need particular attention to ensure that students are properly prepared for high school and enter it with a college-oriented mindset. In addition to providing nutritious meals and an

academically rigorous academic program, Everest Value emphasizes the importance of school attendance, supported by the Value Schools attendance specialist.

Everest Value addresses the particular needs of its students and their families by maintaining a culturally sensitive staff and providing qualified counseling resources. Staff, including afterschool workers, get training on the effects of trauma on the brain and on how to identify trauma-affected students. Appropriate resources are made available for students and families through organizations with whom EVS maintains a relationship (e.g., Uplift Family Services, Bresee Foundation, the Children’s Bureau and GRYD Foundation) and, if necessary, by referral to other qualified mental health providers.

Although gentrification of the surrounding area is thought likely to change the demographics of the neighborhood somewhat in coming years, for the next charter term, Everest Value expects an enrollment and demographic pattern substantially similar to that in recent years. Although the proportion of socioeconomically disadvantaged students has dropped slightly as the neighborhood has changed, it is expected to drop relatively slowly at Everest Value because of a high sibling enrollment rate (particularly in kindergarten) and an observed willingness of families to keep their children enrolled at Everest Value even after moving away from the immediate neighborhood. These factors also reduce the speed of ethnic diversification, which EVS works to improve by recruiting from local non-Latino populations (e.g., in Koreatown) and by developing a strong academic culture that will draw students from all demographic groups.

Student Demographics

	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
% Free/Reduced Lunch	98.2	93.7	94.2	92.8	90.5
% Hispanic/Latino Ethnicity	93.5	92.2	95.0	96.4	96.0
% Special Education	16.0	14.7	15.4	14.1	16.2
% English Learners	61.8	59.2	46.2	42.4	42.6

Source: CALPADS, ODA data set

Everest Value School Enrollment Rollout Plan

Everest Value expects its recruitment efforts to yield full classes over the term of the charter, but has budgeted more conservatively to reflect the uncertainty of recruiting in Koreatown. Everest Value has continued its community outreach campaign, able to recruit 175 students to fill 9 classes in its first year. Through partnerships with non-profits, local businesses and city agencies, Everest has maintained a presence in the community and steadily increased its wait lists.

While Everest Value’s authorized capacity is 480 students, its growth has been restricted by the limited space available in its current facility. Value Schools is searching within a three-mile radius of that facility to find a permanent building to support its enrollment goals. The expected rollout is shown in the table below.

Projected Enrollment over Term of Charter

Grade	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
TK/K	21	42	42	42	42
1	21	40	42	42	42
2	25	25	50	50	50
3	30	30	30	50	50
4	30	30	30	50	50
5	30	30	30	30	60
6	31	62	62	62	62
7	31	31	62	62	62
8	31	31	31	62	62
Total	250	321	379	450	480

Goals and Philosophy

Mission of Everest Value School

Everest 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. Everest 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 Everest 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.***

Everest Value students will become self-motivated, well-rounded, competent, lifelong learners who will make a difference in the world when they have fully understood the meaning of these values and put them into practice.

What it Means to be an Educated Person in the Twenty-first Century

Everest Value School's 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 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.

The desire to continue through college and career education can only be realized if the student is well prepared to do so. At the most basic level, college readiness may be defined as having acquired, by the end of high school, the knowledge and skills needed to be admitted to and succeed in credit-bearing, first-year courses at a postsecondary institution. That is, readiness can mean the ability to gain admission to a two- or four-year college or university or a trade or technical school, without needing to take remedial courses once admitted.¹ While not all rewarding careers require college, most require at least the skills and knowledge that college admission requires. Career advancement in virtually every field requires the ability to learn new skills, adapt to workplace changes, collaborate with others, and communicate clearly.

Value Schools honors the dignity of all work, but families choose to enroll and stay at Everest Value in large measure because of its relentless focus on the importance of academic excellence to future success in U.S. society. Everest Value strives to graduate scholars who have a solid foundation that will make them well beyond minimally prepared for college work by the time they graduate from high school. At the same time, EVS exposes students to information about a wide range of career paths in recognition of the changing face of work in the U.S. and teaches the non-cognitive skills they will need in any walk of life.

Everest Value School recognizes that the college and career readiness of high school seniors depends more on the substantive knowledge and the skills and habits they acquire by the eighth grade than on their academic experiences in high school.² Readiness depends on learning certain basic concepts but also on the practice of “academic behaviors” such as academic discipline, motivation, connectedness to school personnel, school attendance, and avoidance of risky behaviors. Habits of academic discipline (e.g., planning and organization, follow-through, and persistence on task despite difficulty or failure) are strong predictors of college and career readiness and are intentionally integrated into the Everest Value approach.

In view of the importance of those factors, Everest 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;
- the ability to work cooperatively toward a common goal;
- persistence when faced with challenging tasks; and

¹ *The Forgotten Middle: Ensuring that All Students Are on Target for College and Career Readiness before High School*. ACT: Iowa City, IA (2008), p. 1.

² *Id.* at 2.

- noncognitive social and professional skills necessary for college and career success.

How Learning Best Occurs

Overview. Learning best occurs in an environment where there are shared high expectations for academic performance and proper behavior, and a strong community of individuals committed to the five core values on which the Value Schools are built. Critical to the development of lifelong learners is a school climate in which each student comes to adopt certain “academic mindsets” that drive their daily learning:

1. I belong in this academic community.
2. My ability and competence grow with my effort.
3. I can succeed at this.
4. This work has value for me.³

Alternatively expressed, students learn when they feel valued in a safe, nurturing community; when they are challenged to stretch to reach their potential; when competent instruction leads them to skill mastery, and when they see that the results of learning contribute to their own wellbeing and the good of the community. In Everest Value School’s targeted population (youth affected by factors that produce the achievement gap, such as ethnic minority status, language differences, socioeconomic disadvantage, and underperforming neighborhood schools), the intentional development of academic mindsets has been shown to be both crucial and achievable.⁴

In short, the research on academic mindsets supports the centrality of Everest Value School’s core values in facilitating learning.

Techniques. Everest Value’s teachers are guided by research findings in education and learning, particularly the meta-analyses of Robert Marzano,⁵ which identified nine instructional practices as particularly effective in raising student achievement:

- 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

³ C.A. Farrington, M. Roderick, E. Allensworth, J. Nagaoka, T.S. Keyes, D.W. Johnson, & N.O. Beechum (2012). *Teaching adolescents to become learners. The role of noncognitive factors in shaping school performance: A critical literature review*. Chicago: University of Chicago Consortium on Chicago School Research.

⁴ *Id.* at 80, summarizing studies on academic mindsets and racial/ethnic achievement gap.

⁵ See, e.g., C.B. Dean & R.J. Marzano (2012). *Classroom instruction that works: Research-based strategies for increasing student achievement*. Alexandria, Va: ASCD.

Everest Value’s teachers receive professional development on these practices, and have also identified the following factors and practices as important to their students’ successful acquisition of knowledge and skills:

- Appropriate motivation to acquire 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

Building on Marzano’s principles and practices, Everest Value teachers design lessons that incorporate the Universal Design for Learning (UDL) concepts of multi-modal representation, action and expression, and student engagement.⁶ In particular, teachers may engage learners and maintain their interest by:

- Providing multiple means of representations (e.g., video, audio, text, graphs);
- Providing multiple means of action and expression (e.g., exams, written assignments, oral and multimedia presentations, short quizzes); and
- Providing multiple means of engagement (e.g., active lectures, open discussion, Q&A sessions, peer-tutoring, and applied problem solving).

As part of their professional development, Everest Value teachers refer frequently to practical suggestions for how to implement these techniques, including Lemov’s strategies for developing “college-bound” habits in younger students.⁷

Goals of Everest Value School

The overarching goals of Everest Value School are best stated by its Schoolwide Learner Outcomes. These goals explicate more fully the meaning of the core values and how those values translate to the instructional and curricular focus of Everest Value.

Academic excellence is the means to a full life.

EVS Students are academic achievers who:

- are driven toward 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;

⁶ D.H. Rose & A. Meyer (2002). *Teaching Every Student in the Digital Age: Universal Design for Learning*. (V. A. Alexandria, Ed.).

⁷ D. Lemov (2010). *Teach like a champion: 49 techniques that put students on the path to college*. San Francisco, CA: Jossey-Bass.

- use technological tools effectively, creatively, and responsibly; and
- demonstrate the higher order thinking skills of application, analysis, synthesis and evaluation.

Each student can develop to his or her fullest potential.

EVS 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; and
- are aware of a variety of career opportunities and the paths to obtain them.

Each individual is unique and deserves respect.

EVS 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; and
- demonstrate self-respect by making healthy nutritional and social choices.

A safe, nurturing community is essential to academic excellence.

EVS 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; and
- appreciate the contributions of others.

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

EVS 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; and
- understand and exercise the responsibilities involved in citizenship of the various communities in which they live.

Annual goals

The annual goals for Everest Value School and for its numerically significant subgroups, and the actions planned to achieve them, follow:

LCFF STATE PRIORITIES						
GOAL #1						
<p>Consistent with Values #1 and #2, all students at Everest Value will seek and achieve academic excellence in a broad range of studies, consistent with their individual gifts and potential.</p>				<p>Related State Priorities:</p> <div style="display: flex; flex-wrap: wrap;"> <div style="margin-right: 10px;"><input checked="" type="checkbox"/> 1</div> <div style="margin-right: 10px;"><input checked="" type="checkbox"/> 4</div> <div style="margin-right: 10px;"><input checked="" type="checkbox"/> 7</div> <div style="margin-right: 10px;"><input checked="" type="checkbox"/> 2</div> <div style="margin-right: 10px;"><input checked="" type="checkbox"/> 5</div> <div style="margin-right: 10px;"><input type="checkbox"/> 8</div> <div style="margin-right: 10px;"><input type="checkbox"/> 3</div> <div style="margin-right: 10px;"><input type="checkbox"/> 6</div> </div> <p>Local Priorities:</p> <div style="display: flex;"> <input checked="" type="checkbox"/>: Inculcate school values <input type="checkbox"/>: </div>		
Specific Annual Actions to Achieve Goal						
<p>To promote mastery of the common core standards and to develop the potential of all students, Everest Value School will:</p> <ul style="list-style-type: none"> Hire ESSA-qualified teachers at all grade levels Supply research-based curricular materials Maintain a data-driven teacher culture using the NWEA benchmark test and the SBAC Center teachers' professional development around common core standards, using regular mentor meetings and self-study Employ a technology instructor to ensure student mastery of computer skills Have teachers and after-school program staff collaborate to target student skill gaps Develop and train a team of interventionists, led by the Special Education Coordinator, to provide support for all classrooms with small group targeted instruction Maintain a full-time RSP and contract for specialized services to assist students with IEPs Employ an ELD Coordinator to prepare teachers to develop lessons that support the progress EL students toward reclassification Provide services to EL students during designated ELD time Develop a Challenge team of intervention teachers who prepare high-achieving students to test into a formal GATE status 						
Expected Annual Measurable Outcomes						
<p>Outcome #1a: Students will demonstrate mastery of the Common Core Standards in English Language Arts.</p> <p>Metric/Method for Measuring: % of students who meet or exceed the standard on state-mandated assessment of English Language Arts (SBA)</p>						
APPLICABLE STUDENT GROUPS	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
All Students (Schoolwide)	48%	50%	52%	54%	56%	58%

English Learners	17.15%	20%	23%	26%	30%	33%
Socioecon. Disadv./Low Income Students	49%	51%	53%	56%	59%	61%
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
Latino Students	47.27%	49%	51%	53%	55%	57%

Outcome #1b: Students will demonstrate a growing understanding of literacy and writing concepts and improve their performance in English Language Arts.

Metric/Method for Measuring: % of students reaching or exceeding growth goals on NWEA MAP for Reading

APPLICABLE STUDENT GROUPS	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
All Students (Schoolwide)	67%	69%	71%	73%	75%	77%
English Learners	68%	70%	72%	74%	76%	78%
Socioecon. Disadv./Low Income Students	65%	67%	69%	71%	73%	75%
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
Latino Students	66%	68%	70%	72%	74%	76%

Outcome #1c: English Learners will master the English Language well enough to be reclassified English Proficient.

Metric/Method for Measuring: % of students who reclassify as fluent in English according to standards in the EVS English Learner Master Plan.

APPLICABLE STUDENT GROUPS	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
All Students (Schoolwide)	n/a	n/a	n/a	n/a	n/a	n/a
English Learners	19.8%	20%	22%	24%	26%	28%
Socioecon. Disadv./Low Income Students	n/a	n/a	n/a	n/a	n/a	n/a
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
Latino Students	n/a	n/a	n/a	n/a	n/a	n/a

Outcome #1d: English Learners will demonstrate growth in reading, writing, speaking and understanding the English language.

Metric/Method for Measuring: % of students who make adequate progress as determined by the English Learner Progress Indicator or equivalent state metric.

APPLICABLE STUDENT GROUPS	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
------------------------------	----------	-----------	-----------	-----------	-----------	-----------

All Students (Schoolwide)	n/a	n/a	n/a	n/a	n/a	n/a
English Learners	74%	76%	78%	80%	82%	84%
Socioecon. Disadv./Low Income Students	n/a	n/a	n/a	n/a	n/a	n/a
Foster Youth	n/a	n/a	n/a	n/a	n/a	n/a
Students with Disabilities	n/a	n/a	n/a	n/a	n/a	n/a
Latino Students	n/a	n/a	n/a	n/a	n/a	n/a

Outcome #1e: Students will demonstrate a mastery of Common Core Mathematical concepts and how to apply them.

Metric/Method for Measuring: % of students who meet or exceed the standard on state-mandated assessment of Mathematics (SBA).

APPLICABLE STUDENT GROUPS	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
All Students (Schoolwide)	37.5%	39%	41%	43%	45%	47%
English Learners	14.29%	17%	20%	22%	25%	27%
Socioecon. Disadv./Low Income Students	37.19%	39%	41%	43%	45%	47%
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
Latino Students	37.35%	38%	40%	42%	44%	46%

Outcome #1f: Students will demonstrate growth in understanding mathematical concepts and how to apply them.

Metric/Method for Measuring: % of students reaching or exceeding their growth goals on NWEA MAP for Math

APPLICABLE STUDENT GROUPS	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
All Students (Schoolwide)	71%	73%	75%	77%	79%	81%
English Learners	68%	70%	72%	74%	76%	78%
Socioecon. Disadv./Low Income Students	70%	72%	74%	76%	78%	80%
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
Latino Students	70%	72%	74%	76%	78%	80%

GOAL #2	
<p>Consistent with Values 3, 4, and 5, Everest Value will maintain a safe, nurturing school community that respects the uniqueness and dignity of all persons and that develops enthusiastic, lifelong contributors to a healthy and cooperative world.</p>	<div style="border-bottom: 1px solid black; padding-bottom: 5px;"> <p style="text-align: center; margin: 0;">Related State Priorities:</p> <div style="display: flex; justify-content: space-between; margin: 0;"> <input type="checkbox"/> 1 <input checked="" type="checkbox"/> 4 <input type="checkbox"/> 7 </div> <div style="display: flex; justify-content: space-between; margin: 0;"> <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 5 <input checked="" type="checkbox"/> 8 </div> <div style="display: flex; justify-content: space-between; margin: 0;"> <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 6 </div> </div> <div style="padding-top: 5px;"> <p style="text-align: center; margin: 0;">Local Priorities:</p> <div style="display: flex; justify-content: space-between; margin: 0;"> <input checked="" type="checkbox"/>: Inculcate school values <input type="checkbox"/>: </div> </div>
Specific Annual Actions to Achieve Goal	
<p>Everest parents will be inspired to help their student reach their full potential and to make both our school and our world a better place. To achieve this outcome, Everest Value School will:</p> <ul style="list-style-type: none"> ● Host two schoolwide assemblies each school year <ul style="list-style-type: none"> ○ Base Camp – held at the opening of the school year to welcome parents and discuss goals for the year. ○ Top of the Mountain – a year-end assembly that recaps the school year and celebrates its accomplishments. ● Hold two Parent/Student conferences to keep parents involved in students’ education and emphasize the importance of regular attendance. ● Host two schoolwide musical concerts each year in which every student will perform. ● Provide parents with various Parent Leadership opportunities as a way to encourage family participation and engage them with the school. ● Host three classroom family nights in each classroom per school year. ● Create a “Value 5” community project in each classroom. <p>To inspire Everest students to come to school every day and participate in creating a safe, nurturing environment, Everest Value School will:</p> <ul style="list-style-type: none"> ● Allocate funds to organize and support student activities such as leadership council, clubs and athletics. ● Organize and support community service activities such as neighborhood cleanups, Heal the Bay, and charity fundraisers. ● Consistent with Value #5, model a culture of “giving back” to encourage students, parents, and others to contribute meaningfully to the school and to the wider community. ● Prevent and remediate student behavioral difficulties with restorative justice plans. ● Engage the services of Value Schools’ attendance intervention specialist to help students and families overcome obstacles to regular attendance. 	
Expected Annual Measurable Outcomes	
<p>Outcome #2a: Parents will demonstrate their involvement with the school and with their children’s learning.</p>	

Metric/Method for Measuring: % of EVS parents/guardians who attend at least two parent/teacher conferences during the school year.

APPLICABLE STUDENT GROUPS	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Everest Families	93%	95%	96%	97%	97%	97%

Outcome #2b: Parents will feel part of a safe, nurturing educational environment.

Metric/Method for Measuring: % of families giving positive feedback (ranking 3 or above) on yearly parent survey question on overall satisfaction

APPLICABLE STUDENT GROUPS	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Everest Families	54%	60%	65%	70%	75%	80%

Outcome #2c: Schoolwide attendance rates will remain high and increase.

Metric/Method for Measuring: % Average Daily Attendance per year-end report.

APPLICABLE STUDENT GROUPS	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
All Students (Schoolwide)	96.5%	96.5%	97%	97.3%	97.5%	98%
English Learners	n/a	n/a	n/a	n/a	n/a	n/a
Socioecon. Disadv./Low Income Students	n/a	n/a	n/a	n/a	n/a	n/a
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
Latino Students	n/a	n/a	n/a	n/a	n/a	n/a

Outcome #2d: Positive behavior supports and restorative justice will keep out-of-school suspensions extremely rare events.

Metric/Method for Measuring: Out-of-school suspension rate as reported to LAUSD

APPLICABLE STUDENT GROUPS	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
All Students (Schoolwide)	0%	0%	0%	0%	0%	0%
English Learners	0%	0%	0%	0%	0%	0%
Socioecon. Disadv./Low Income Students	0%	0%	0%	0%	0%	0%
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
Latino Students	0%	0%	0%	0%	0%	0%

Outcome #2e: Chronic absenteeism will decrease to 5% or lower during the charter term.

Metric/Method for Measuring: Chronic Absenteeism Rate as reported on the CDE Dashboard or equivalent state metric.

APPLICABLE STUDENT GROUPS	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
All Students (Schoolwide)	8.0%	7.5%	7%	6.5%	6%	5.5%
English Learners	6.9%	6.5%	6%	5.5%	5%	5%
Socioecon. Disadv./Low Income Students	7.7%	7.5%	7%	6.5%	6%	5.5%
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
Latino Students	7.6%	7.0%	6.5%	6.0%	5.5%	5.0%

Everest Value’s belief in academic excellence as the means to a full life underlies its specific goals in areas essential to producing competent learners: strong language skills, particularly reading comprehension and writing; a solid foundation in mathematics that will ready them for high school and careers; and exposure to a broad range of subjects and experiences that will develop their curiosity and enthusiasm for continuous learning. Everest Value does not believe that an overemphasis on “skill and drill” exercises in reading, writing and arithmetic creates self-motivated lifelong learners. Rather, EVS teaches students to have high expectations for their own achievement and allows them to experience the sense of mastery that comes from learning new skills and applying them in concert with others in a mutually supportive community. Repeated explicit encouragement to fulfill their potential and modeling of how to do that forms habits of learning that will give EVS students a passion for learning and equip them to continue both formal and informal education throughout their lives.

The habits of learning needed to prepare students to succeed in high school and to remain self-motivated, competent, and lifelong learners are instilled and practiced throughout the Everest Value experience.

Instructional Design

Everest Value School’s instructional design has a proven track record of success. Everest Value will continue to increase academic success in the population it serves by implementing a traditional, classroom-based instructional model centered on five core values. The curriculum is grounded in the relevant state standards (Common Core, Next Generation Science Standards, etc.), based on sound research, and primarily directed at preparing all students to attend a four-year university.

The instructional design of Everest Value School, from staffing to curriculum to professional development to the afterschool program, is based on research demonstrating that academic mindsets and the tenacity that is essential to our population are promoted by creating trusting relationships, instilling a sense of belonging, holding high expectations for students, and

scaffolding challenging work so that students can meet those expectations.⁸ The professional development and mentoring programs described later in Element 1 are designed to create the conditions needed for these goals to be met.

The research-based model by which Everest Value School will continue to increase academic success among low-income minority students rests on 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 minority 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.⁹ That is, the benefits could be achieved in non-religious schools, including those in distressed urban environments, with a commitment to building a positive school culture based on relational trust.¹⁰

Schools that create a culture that purposefully emphasizes moral development have higher achievement levels.¹¹ Successful schools can differ on many variables yet all foster academic success if they share certain traits: a 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. The effectiveness of this sort of school community has been borne out in schools of many types, including charter schools using an approach similar to Everest Value’s:

1. A curriculum closely aligned with Common Core standards.
2. Instructional methods that emphasize student interaction, critical thinking, and collaboration.
3. A focus on building a school culture that emphasizes quality work, student character, and citizenship.
4. Frequent student assessment against learning targets using achievement data.
5. Supports for focusing school leadership on student achievement, the use of assessment and other data, and shaping school structures to student needs.¹²

⁸ See, e.g., C.S. Dweck, G.M. Walton, & G.L. Cohen (2011). *Academic tenacity: Mindsets and skills that promote long-term learning*. White paper prepared for the Gates Foundation. Seattle, WA.

⁹ A.S. Bryk, V.E. Lee, & P.B. Holland (1993). *Catholic schools and the common good*. Cambridge, MA: Harvard University Press.

¹⁰ A.S. Bryk & B. Schneider (2003). *Trust in schools: A core resource for school reform*. Educational Leadership, Vol. 60, No. 6 (longitudinal study of 400 Chicago elementary schools showing role of relational trust in building effective education communities).

¹¹ S.C. Carter (2011). *On purpose: How great school cultures form strong character*. Thousand Oaks, CA: Corwin.

¹² I. Nichols-Barrer & J. Haimson (2013). *Impacts of five Expeditionary Learning middle schools on academic achievement*. Cambridge, MA: Mathematica Policy Research.

What energizes and binds the Everest Value School community in the learning experience is a common “worldview.” It is reflected in the five values that form the core of Value Schools’ educational model, mentioned above but set out in more detail here:

- ***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.

The Value Schools experience shows that emphasizing these five 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, Everest Value School is committed to constant self-assessment and accountability to its families. In its instructional model, Everest Value implements this focus on accountability using a continuous cycle of three critical elements:

- a clear set of student learning outcomes based on established standards (e.g., California’s Common Core State Standards for ELA and Mathematics, Next Generation Science Standards, state standards for History and Social Science, and other standards as applicable);
- methods and activities for students that have been selected by professional teachers; and
- ongoing assessment to determine that the student has mastered the skills and content.

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 elements essential to success:

- ***Select the right educators.***

The educators hired for Everest 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, assess, and annually revise the educational program as a team.***

The principal and teachers 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. At Everest Value School, teachers employ differentiated instruction and assessment strategies to focus on each individual student.

- ***Use research-based instructional materials.***

As part of the annual planning and budgeting cycle, administrators and teachers seek research-based instructional materials aligned with applicable curricular standards, including Common Core and Next Generation Science Standards. The teachers are expected to use the materials when and where they are helpful to the students. When students require alternative or additional materials to master content and skills, the teachers are expected to research and request materials that will support student learning, drawing on resources such as mentor teachers to assist them.

- ***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 teachers, focusing their attention on content standards and assessment results but also coaching them on choosing and using appropriate instructional methods. At Everest Value, the principal, mentor teachers and other administrators supervise the teaching that takes place. Supervision is not limited to coaching teachers on different methodologies; it is also helping teachers understand the standards and interpret assessments. Other levels of supervision and guidance are provided through peer observations, reflective debriefings using video reviews and discussions of best practices.

- ***Foster the growth of the educators.***

Value Schools recognizes the importance of developing potential not just in students but in the teachers and other school personnel who work with them. Everest Value’s mentorship program provides all school personnel systematic attention so they may develop leadership, accountability, and collaboration in the workplace. Nine of the 209 workdays 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. In addition to these, staff are encouraged and funded through a tuition reimbursement program to follow through with their career goals and make a deeper impact at Everest Value. The administration offers and supports internal and external professional development opportunities for all teachers, based on recommendations arising from the mentor council’s ongoing data review.

“Teaching” the Values

Because the five core values are central to the Everest Value program, a consistent and purposeful presentation to the students is essential. The values are presented to and inculcated in the students (and their parents) in three main ways: persistent communication; reinforcing the practice of the values by students; and the example of the faculty and staff.

Persistent communication. Students hear, read, or recite the values many times during the school day; the emphasis on values begins even before school starts. At the beginning of the year, at a “Base Camp” event or other meeting, a school administrator explains to parents the expectations EVS has for families and what families can expect of EVS. The five core values are the framework for those discussions. For example, families will be told that regular attendance is essential, highlighting the first value. Because academic excellence is the means to a full life,

it stands to reason that students who do not attend school faithfully are less likely to succeed. Parents are invited to commit to supporting the values by signing a voluntary pledge. While the pledge is optional and unrelated to their child's enrollment or opportunities, thoughtful consideration of the parents' role in educating their child contributes to a strong school culture.

Every morning after the Pledge of Allegiance, the students recite the five core values. The values are printed and posted in various locations throughout Everest Value. Whenever possible, teachers make connections between the values and classroom content to show students how the values relate to their academic goals and to their daily lives.

Reinforcing the Values. The values are reinforced by both formal and informal praise and by reflections on actions that fall short of expectations. Reinforcing the practice of the values is done most frequently by praising a student or group of students for living out a value in the course of a school day. Alternatively, a value can be highlighted by pointing out when it has *not* been practiced. When collecting homework assignments, for example, teachers might praise students for getting their work done in a timely fashion, exemplifying the pursuit of academic excellence. A failure to turn in assignments, similarly, calls for a message about the failure to honor that value.

Values reinforcement occurs schoolwide as well as within individual classrooms. When students meet or exceed standards on a state test, they receive an award for Value #1 (Academic Achievement). SBAC and NWEA awards recognize academic excellence and growth at the year-end "Top of the Mountain" event. 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 the students become global citizens (Value #5).

Similarly, the values serve as a vehicle for discussing academic and behavioral issues with a student (and, if necessary, parent). Restorative justice conversations may focus on how one of the values has not been honored. Students can recognize when a value has not been practiced; when they make amends, they often do so with specific reference to the values they need to practice. For example, if a student is teasing another student, the discussion might center on how such behavior violates the third value, respect for others, and how the behavior could change to be aligned with the value. Students learn that the values are not a matter of rote practice but a tool that should help shape their daily lives.

Building on the successful program used in the Value Schools high schools, Everest Value's principal engages the seventh and eighth-grade students in a weekly Community Time session that reinforces the values, builds community and expands students' horizons. The students write weekly reflections on their interests, future plans and hopes for life outside of school. Guest speakers or other school community members are brought in to share their life experiences, focus students on colleges and careers, or otherwise inspire the near-graduates to continue their quest for excellence.

Modeling the Values. Finally, the faculty and staff show students how the values are lived in practice. For example, they demonstrate the value of community by showing how teachers

work with one another. Teachers also provide opportunities for students to build community by assigning group projects, conducting class meeting time and teaching effective social communication skills.

To reinforce the themes throughout the school day and campus, the five values are posted as banners and wall hangings in many locations and reproduced in student planners. Teachers begin every class by describing the link between the academic objectives of the session and one or more of the five values. In each classroom and the main office there is a posted pledge evidencing student and staff commitment to specific behaviors that demonstrate the values.

Curriculum and Instruction

A standards-based curriculum provides for each grade level or subject area the specific content to be learned and the specific skills to be acquired. Everest Value School uses California's Common Core State Standards for Mathematics and for English Language Arts, aligning its English Learner efforts to the latter; the Next Generation Science Standards; and California state standards for other core classes.

Although they are not core subjects, Everest Value School also offers instruction in Physical Education, Art, Music and, when feasible, other electives. Non-core courses are standards-based if, as with music, recognized standards exist.

Everest Value has developed student learning keys that break down the curriculum standards into grade-appropriate learning targets. Using Universal Design for Learning principles, Everest Value teachers support students to identify their own areas of academic success and needs, and chart a path for mastery together. With the support of the *Learning Farm* and *Khan Academy* software platforms, students can review and retest to master their learning key.

English Language Arts (Core)

Everest 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. Although most of the current school population speak Spanish at home and their parents come from Spanish-speaking cultures, EVS engages students in projects by which they learn about countries throughout the world. The ELD program is fully adaptable to the needs of students who may speak other languages and or represent other cultures, and EVS seeks a diverse community.

Everest Value School uses the Houghton Mifflin Harcourt (HMH) *Journeys* program in grades K-5 to teach reading and writing skills. *Words Their Way* is used in kindergarten through second grade to supplement the *Journeys* phonics instruction and early literacy components. The HMH *Collections* anthology, along with skill-building exercises, provides the structure for the Language Arts curriculum in grades 6-8.

A data-driven literacy program augments the core curriculum with the following components:

- STAR reading assessments administered at the beginning of the year for grades 1-8, repeated every 8-12 weeks thereafter, with *Words Their Way* data tracking used for students below first grade
- Independent reading: depending on grade level, literacy teachers include 15-45 minutes of sustained silent reading in their daily schedules, and assign at least 20 minutes of reading homework per day
- Leveled classroom libraries and schoolwide literacy events such as book fairs
- Targeted literacy instruction including literacy centers, guided reading, reading aloud and other skill-building exercises
- Close reading of complex texts in higher grades
- Differentiated instruction using NWEA and STAR data

Mathematics (Core)

Everest Value School uses the HMH *GO Math!* program for its engaging, rigorous and interactive approach to understanding Common Core math standards. The five strands of this program are grounded in research. The “teaching and learning” strand draws on learning theory and research generally, rejecting the idea that learning best occurs by a series of exercises in favor of exposing students to the major patterns of the subject domain as they occur naturally in problem situations.¹³ Employing Universal Design for Learning concepts, the “access and equity” strand emphasizes flexibility of teaching approach, adapting instruction to the needs of each student.¹⁴ The “curriculum strand” locates the curricular topic choices firmly in the goals and requirements of the Common Core, with fewer topics explored in greater depth than was typical before the Common Core’s implementation. This approach has been found to help students build a deeper understanding of more complex mathematical concepts and skills.¹⁵ Research on multimedia learning underlies the fourth strand, “tools and technology.” Building on findings that people learn more deeply from multi-modal presentations than from oral or written instruction alone, the *GO Math!* interactive trainer provides audio, words, pictures and virtual manipulation activities so that students receive information by multiple pathways, as suggested by research into how the human brain works.¹⁶ The trainer also includes components on reading strategies and using graphic aids; tips for English Learners; and targeted challenge and remediation activities. Finally, the “assessment” strand, a portfolio of diagnostic, formative, summative and performance-based assessment

¹³ National Research Council (1999). *How people learn: Brain, mind, experience and school*. Washington, DC: National Academy Press.

¹⁴ T.E. Hall., N. Strangman, & A. Meyer (updated 2014). *Differentiated instruction and implications for UDL implementation*. Wakefield, MA: National Center on Accessing the General Curriculum.

¹⁵ National Mathematics Advisory Panel (2008). *Foundations for success: The final report of the National Mathematics Advisory Panel*. Washington, DC: U.S. Department of Education.

¹⁶ R.E. Mayer (2001, 2009). *Multimedia learning*. Cambridge, UK: Cambridge University Press.

options, is built and updated based on the collected research knowledge of the National Council of Teachers of Mathematics.¹⁷

Science (Core)

Everest Value School uses grade-level appropriate instruction and hands-on opportunities to give students experience and knowledge that will lead to a disciplined approach to the continued study of the natural world. To implement the Next Generation Science Standards (NGSS), Everest Value has chosen TCI's *Bring Science Alive! Exploring Science Practices* programs for K-5. Grades 6-8 will use *Bring Science Alive!* modules *Forces and Energy*, *Cells and Genetics* and *Planet Earth*. With the assistance of a STEM coordinator, Everest Value is implementing NGSS by adapting the Spiegel, Quan and Shimojyo pathway model.¹⁸ The STEM Coordinator works with teachers to identify appropriate instructional materials and instructional best practices and provides feedback after classroom observation. The STEM coordinator also helps teachers acquire any materials needed for science investigations or demonstrations.

Social Studies (Core)

Everest Value School provides its students with instructional materials and learning experiences to master the current California History-Social Science content standards. Teachers understand that mastery of these standards requires not only learning facts, but also recognizing common and complex themes that recur throughout history, and making connections from their own lives to the lives of past and future generations. They are guided not only by the state standards, but by the State Board of Education's *History–Social Science Framework for California Public Schools, Kindergarten through Grade Twelve*. Currently supporting these lessons in the classroom are the California editions from TCI *Explore* (K-5) and TCI *History Alive!* (6-8). Supplemental supports include historical novels, simulation exercises, videos and DVDs, web-based information, and primary sources.

Physical Education/Health (Non-core)

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

In the seventh and eighth grades, Everest Value will use the California School Edition of ETR's *Making Proud Choices!* This evidence-based curriculum uses principles of cognitive behavioral therapy to give students the knowledge and skills necessary to reduce their risk of pregnancy, HIV and other sexually transmitted diseases. The Physical Education teacher will use this curriculum to teach students about healthy, positive and safe relationships and behaviors.

¹⁷ National Council of Teachers of Mathematics (2000, 2009). *Principles and standards for school mathematics*. Reston, VA: Author. <https://www.nctm.org/Standards-and-Positions/Principles-and-Standards/>

¹⁸ See generally J. Spiegel, A. Quan, & Y. Shimojyo, *Planning professional learning using the NGSS Implementation Pathway Model*, <http://www.classroomscience.org/planning-professional-learning-using-the-ngss-implementation-pathway-model> (accessed October 10, 2018).

Art (Non-core)

While Art is also not considered a core subject at Everest Value School, weekly lessons follow the Visual Arts standards adopted by the state of California. Wherever possible, teachers integrate art activities and appreciation into the core subjects.

Music (Non-core)

The music curriculum follows California state music standards as well as National Association for Music Education standards. Activities are coordinated with classroom teachers to make cross-curriculum connections. Musical activities vary by grade level and include singing, playing pitched and unpitched percussion instruments, keyboards, recorders (grades 3-5), ukulele (grades 6-8), creative movement and composition. Students develop skills in rhythm and singing, as well as sensitivity to musical expression. They also develop transferable skills such as teamwork, listening, cooperation, confidence and self-expression.

Each year, students are able to participate in two concerts, musical theater productions and several talent shows.

Musical Theater (Non-core)

Each year, students have the opportunity to participate in fully staged musical theater productions such as *Shrek the Musical* and *Beauty and the Beast*. Students learn the show's story and music, audition for roles, practice music and staging, and put on a fully staged show with sets, costumes, lights and sound in the spring. Productions are often cross-campus affairs between Everest Value and one or more of the other schools in the Value Schools network.

Keyboard and Music Technology Electives (Non-core)

These weekly elective classes are offered in different terms depending on student interest and teacher availability. The keyboard elective is open to middle school students. It covers piano skills including hand position, music reading, chords and scales. Each student selects a song to learn over several weeks and perform for the class at the end of the term. Students also have an opportunity to write their own music.

In the music technology elective, students use programs such as Audacity or Incredibox to learn about recording, mixing and sound editing. Projects include remixes, short commercials and podcasts. Students are also introduced to working in sound-related work environments such as setting up concert equipment and creating sound effects for the annual Haunted House.

Student Teaching (Non-core)

Student teaching offers students the opportunity to build new skills as well as explore their interest of helping educate others. Students go into different EVS classrooms and help teachers with assigned tasks. This elective allows students to explore the educational field by showing them how classrooms are run.

Sports Fitness (Non-core)

The Sports Fitness elective lets students participate in sports activities that challenge their physical abilities while having fun with their peers. Activities include basketball, football, soccer, and volleyball.

Yoga/Mindfulness (Non-core)

The Yoga/Mindfulness elective teaches students various yoga poses and allows them to explore how self-reflection and meditation can help them cope with stressful situations.

Curricular materials. Although supplemental materials are commonly used, the basic curricular materials for each grade level and major subject are listed in the table below.

Transitional Kindergarten	
Social-emotional Development	HMH <i>Big Day for PreK</i>
Language and Literacy	HMH <i>Big Day for PreK</i>
English Language Development	HMH <i>Big Day for PreK</i>
Mathematics	HMH <i>Big Day for PreK</i>
Grades K through 5	
English Language Arts	HMH <i>Journeys</i>
Mathematics	HMH <i>GO Math!</i>
Science	TCI <i>Bring Science Alive!: Exploring Science Practices</i>
Social Studies	TCI <i>Explore</i>
Grades 6 through 8	
English Language Arts	HMH <i>Collections</i>
Mathematics	HMH <i>GO Math!</i>
Science	TCI <i>Bring Science Alive!</i>
Social Studies	TCI <i>History Alive!</i>
Physical Education/Health	ETR <i>Making Proud Choices!</i> (grades 7-8)

Intervention and enrichment programs

Student Support and Progress Program

Everest Value School uses a three-tiered Response to Intervention (RtI) model of program supports to ensure all students reach their potential. The Student Support and Progress Team (SSPT) at Everest Value identifies, challenges, supports and follows students who are struggling academically or behaviorally. The five values provide the framework for intervention, discussion and change. The tiers and basic support structure are explained below. Specific intervention techniques are described in more detail in the discussion of how Everest Value meets the needs of all students.

Tier 1. Students who make grade-level progress within the expected time frame, as measured on the NWEA, are classified as Tier 1 students. Typically, approximately 70% of all students are in Tier 1. Most of these students use a grade-level or advanced curriculum, usually in a whole-group setting.

Tier 1 also includes students who have demonstrated that they can make near-grade level progress with some extra help in small, skill-based groups designed by the teacher. That extra help may be directly from the classroom teacher or delivered by an interventionist on a push-in basis. Progress is monitored frequently and recorded on a spreadsheet accessible to all educational staff who work with the student. The small groups are fluid throughout the year, with students moving in and out according to results of program assessments.

Tier 2. Teachers who observe a student displaying academic or behavioral difficulties convey that observation to the SSPT coordinator. A student who displays these difficulties may be placed in the Tier 2 level of intervention, depending on the severity of the situation.

Students are considered in Tier 2 when, over time, they have demonstrated more significant skill deficits. Possible criteria that would identify students in this group:

- Scoring more than two levels below grade on the NWEA benchmark
- Scoring Early Intermediate or below on the CELDT (or ELPAC equivalent)
- Consistent deficits on Learning Key targets, plus teacher request

In addition to whole-group instruction and small-group re-teaching, Tier 2 students receive regularly scheduled support from outside interventionists, as well as extra time on research-based reading and skill-based software programs. Teachers may also create a separate file for all of their Tier 2 students recording observations and describing the accommodations, behavior plans, and other strategies used. These documents are shared with the administration and mentor teachers and used if the teacher refers the student to the SSPT to develop a student support plan.

Tier 2 students may also be referred to the SSPT for analysis of factors potentially contributing to slower progress. A meeting is held with the teacher, parent, SSPT coordinator, and any other staff member involved with the student's progress to determine how best to assist the student. The group decides on an action plan, a schedule, 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.

Reaching one's potential is a lifelong process. At every step of the SSPT's involvement, students are encouraged to be agents of their own change and growth. As positive behaviors increase, students gain more power over their choices and consequences. The SSPT is there to guide, support, encourage and model at the level needed for each student.

Enrichment opportunities for all students

Everest Value School provides enrichment opportunities for all students to become well rounded people. These opportunities include exposure to the fine arts, cultural activities, introduction to career and college preparation, field trips and other extracurricular

experiences. These activities are frequently linked to the curriculum to deepen students' understanding of topics they are studying. Students may go to the Museum of Tolerance when their social studies class is focusing on that historical period, to the Los Angeles County library when working on research skills, or to an art museum showing an exhibit related to an artist they're studying.

On-campus and cross-campus enrichment events include schoolwide talent shows, concerts, musical theater productions, and book fairs. Motivational guest speakers are brought in to speak to the students about their goals and future, offer advice on higher education and careers, and encourage them to persist in their studies.

Student leadership development is a particular emphasis both CMO-wide and at Everest Value. Selected leaders in the upper grades attend an annual organization-wide Student Leadership Development Conference, but Everest Value students of all ages take part in an extensive range of student government and extracurricular activities. Among the many projects of the in-house after-school program that pervade the school community throughout the school day as well is a highly developed student economy and government structure. One example is the student senate, which facilitates tutoring, organizes events to increase school spirit and giving back to the community, and partners with the Parent Board on a range of school improvement projects.

Technology at Everest Value School

Because Everest Value School uses a hybrid curriculum delivery system for English Language Arts and Mathematics, students are exposed to technology regularly and use computers and other devices both to learn and to demonstrate their knowledge. A dedicated computer lab accommodates up to 35 students for standards-based instruction through a collaboration of the Technology Coordinator and classroom teacher. Additionally, each classroom houses enough computers to run small groups; when more computers are necessary for a given session, teachers share equipment from several carts that provide portable access to additional computers.

Everest Value uses several technology platforms to communicate with parents and to allow students to practice and apply their learning at home. EVS uses ClassDojo as one way to communicate with parents about student behavior and school events. Accelerated Reader helps both parents and teachers to track book level and reading frequency at home. Learning Farm and Prodigy Math teach and reinforce skills and give teachers item-specific performance data used to drive classroom instruction. Because many Everest Value families do not have access to wi-fi at home, all programs encouraged for home use have a cell-phone based app.

To prepare students for online CAASPP exams, Everest Value School has adopted a computerized benchmark assessment (NWEA MAPS) to monitor student progress every trimester. With two computerized benchmarks before the state assessments in the spring, school and home office technology staff 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.

Technology is also used to assist the development of teachers as part of the Video Self Study program. Teachers and mentors use rubrics to identify teaching practices to focus and review video clips to target student triggers and places to improve efficiency. The school has purchased the *Teach Like a Champion* library of strategy videos and use these as comparisons for these discussions as well.

TRANSITIONAL KINDERGARTEN

Under the California Education Code, parents may enroll a four-year-old child as a transitional kindergarten student at Everest Value School if the child's fifth birthday will fall between September 2 and December 2 of the school year. As soon as space is available, Everest Value intends to create a separate transitional kindergarten class of up to ten students, but has budgeted using the assumption that it may take some time to be able to implement that plan.

Children who are enrolled in the transitional kindergarten program have participated in the same program as regular kindergarten students at EVS, with teachers modifying the curriculum as needed to ensure that it is developmentally appropriate for each child. A discrete TK class would do the same. In both settings, the curriculum will be structured around HMH's *Big Day for PreK*, an age-appropriate blend of literacy, science, math, and the arts. 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 will not count as retention on the student's record.

Calendar and Schedules

The Academic Calendar for 2019-2020, sample class schedules and a summary of instructional minutes follow.

Everest Value School Academic Calendar

2019 – 2020

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

Key:

12	First day of school: August 12, 2019	#	Early dismissal day
19	Last day of school: June 19, 2020 (also early dismissal)		
#	School out of session, holiday or Pupil-Free Day		

Holidays

Labor Day	September 2
Veterans Day	November 11
Thanksgiving/Pupil-Free	November 25-29
Winter Break	December 23 - January 3
Dr. M.L. King Birthday	January 20
Presidents' Day	February 17
Spring Break	April 6-10
Memorial Day	May 25

Trimester Dates

1st Trimester:	Aug. 12 - Nov. 13 (66 days)
2nd Trimester:	Nov. 14 - Mar. 10 (67 days)
3rd Trimester:	Mar. 11 - June 19 (67 days)

Parent Conferences

1st Trimester:	Dec. 2 - 6
2nd Trimester:	March 23 - 27

Sample Grades K-2 Schedule

Subject	Monday	Tuesday	Wednesday	Thursday	Friday	Approx min/week
A.M. Ceremony	7:50-8:00	7:50-8:00	7:50-8:00	7:50-8:00	7:50-8:00	50
Designated ELD	8:00-8:30	8:00-8:30	8:00-8:30	8:00-8:30	8:00-8:30	150
Language Arts	8:30-9:20; 12:30-2:15	11:40-12:30; 12:30-2:15	8:30-9:20; 10:30-11:00	8:30-9:20; 11:40-12:30; 12:30-2:15	12:30-2:15	700
Recess	9:20-9:40	9:20-9:40		9:20-9:40	9:20-9:40	80
Social Studies	2:15-3:05				2:15-3:05	100
Lunch	11:00-11:40	11:00-11:40	10:00-10:30	11:00-11:40	11:00-11:40	190
Science		2:15-3:05		2:15-3:05		100
Phys Ed	11:40-12:30				11:40-12:30	100
Computer			9:20-10:00		8:30-9:20	90
Music		8:30-9:20				50
Mathematics	9:40-11:00	9:40-11:00	11:00-11:50	9:40-11:00	9:40-11:00	370
Instructional Minutes	375	375	210	375	375	1710
Total Minutes	435	435	240	435	435	1980

Sample Grades 3-5 Schedule

Subject	Monday	Tuesday	Wednesday	Thursday	Friday	Approx min/week
A.M. Ceremony	7:50-8:00	7:50-8:00	7:50-8:00	7:50-8:00	7:50-8:00	50
Language Arts	8:00-8:50; 12:30-2:05	12:30-2:05	8:00-8:30; 10:00-10:30	8:00-8:50; 12:30-2:05	8:00-8:50; 12:30-2:05	590
Recess	9:20-9:40	9:20-9:40		9:20-9:40	9:20-9:40	80
Social Studies		2:05-3:10		2:05-3:10		130
Lunch	11:50-12:30	11:50-12:30	10:30-11:00	11:50-12:30	11:50-12:30	190
Computer		10:40-11:45	11:00-11:50	10:40-11:45		180
Designated ELD	8:50-9:20	8:50-9:20	8:30-9:00	8:50-9:20	8:50-9:20	150
Science	2:05-3:05				2:05-3:05	120
Phys Ed	10:40-11:50				10:40-11:50	130
Music		8:00-8:50				50
Mathematics	9:40-10:40	9:40-10:40	9:00-10:00	9:40-10:40	9:40-10:40	300
Instructional Minutes	375	375	210	375	375	1710
Total Minutes	435	435	240	435	435	1980

Sample Grades 6-8 Schedule

Subject	Monday	Tuesday	Wednesday	Thursday	Friday	Approx min/week
A.M. Ceremony	7:50-8:00	7:50-8:00	7:50-8:00	7:50-8:00	7:50-8:00	50
Language Arts	8:00-10:00; 1:20-2:00	8:00-10:00	8:00-9:30	8:00-10:00	8:00-10:00	610
Recess	10:00-10:20	10:00-10:20		10:00-10:20	10:00-10:20	80
Social Studies	2:00-2:40	2:00-2:40		2:00-2:40		120
Lunch	12:40-1:20	12:40-1:20	11:00-11:30	12:40-1:20	12:40-1:20	190
Science		1:20-2:00		1:20-2:00		80
Phys Ed		11:30-12:35		11:30-12:35		130
Elective					1:20-2:40	80
Mathematics	10:20-11:30	10:20-11:30	9:30-10:50	10:20-11:30	10:25-12:40	425
Designated ELD	2:40-3:10	2:40-3:10	11:30-12:00	2:40-3:10	2:40-3:10	150
Music	11:30-12:35					65
Instructional Minutes	375	375	210	375	375	1710
Total Minutes	435	435	240	435	435	1980

Instructional Minutes

Grade s	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	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	154	375	46	210	200	36000	67410	31410
1	Yes	154	375	46	210	200	50400	67410	17010
2	Yes	154	375	46	210	200	50400	67410	17010
3	Yes	154	375	46	210	200	50400	67410	17010
4	Yes	154	375	46	210	200	54000	67410	13410
5	Yes	154	375	46	210	200	54000	67410	13410
6	Yes	154	375	46	210	200	54000	67410	13410
7	Yes	154	375	46	210	200	54000	67410	13410
8	Yes	154	375	46	210	200	54000	67410	13410
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

Teacher recruitment and retention

Educators hired for Value Schools must have the professional training required to be able to recognize student needs, to identify materials and approaches likely to meet those needs, and to differentiate their instructional approaches to maximize student achievement. Everest Value seeks teachers who are committed to helping all students succeed, who understand and accept the five core values, and who are willing to collaborate with other faculty to create an exceptional school by instilling those values in their students. All teachers recruited for Everest Value School must have the appropriate qualification for state credential requirements.

To recruit qualified teaching candidates, administrators at Everest Value will:

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

The principal and a team of administrators, lead teachers, and core faculty with relevant knowledge interview promising candidates. Whenever possible, candidates are asked to provide a model lesson, either online or in person, to allow the interview team to assess the recruit's content knowledge and teaching skills.

Value Schools and Everest Value facilitate teacher recruitment and retention through:

- competitive salaries and benefits plan;
- periodic longevity salary increases;
- small campus settings;
- tuition reimbursement opportunities;
- opportunities for leadership roles; and
- traditions and appreciation celebrations that recognize teachers.

Continuing professional development

Everest Value encourages all teachers 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. A mentor council assesses training needs, creates and oversees Everest Value's professional development program. Opportunities are offered on multiple tracks:

CMO-wide education. Teachers Teaching Teachers (TTT) is a CMO-wide initiative that occurs at least twice during each academic year. TTT provides an opportunity for all faculty members at Value Schools to learn from each other on a range of topics common to all Value Schools and pervasive in the population they serve. These events operate to increase teacher knowledge and to build community across Value Schools, which enhances educational continuity from kindergarten through high school graduation.

Site-based professional development sessions. One afternoon per week (currently Wednesday) is set aside for on-site professional development and for teacher collaboration. Usually, teachers and administrators share their expertise with the rest of the teaching staff through in-house workshops; outside speakers are brought in for special topics.

Observation, coaching and mentoring. Everest Value organizes administrator and peer observations to ensure that formal professional development lessons translate to actual teaching. The administration visits classrooms frequently to observe teachers applying these techniques, with the principal typically spending time each week in each classroom, often assisting and demonstrating differentiation techniques. This allows the principal the opportunity to both model and observe teaching practices.

Using principles and strategies drawn from Doug Lemov's *Teach Like a Champion* books (2010, 2014) and Paul Bambrick-Santoyo's *Leverage Leadership: A Practical Guide to Building Exceptional Schools* (2012), Everest Value also uses a mentorship strategy to develop teachers and other staff. For each grade cluster (TK-2, 3-5, 6-8), the principal selects one teacher to serve as a mentor teacher, typically an experienced teacher whose students consistently demonstrate substantial growth on the NWEA. Mentors help teachers break down larger goals such as "improve classroom management" into smaller action steps such as "identify one of Lemov's classroom management strategies that you will try out next week." Mentors regularly videotape their mentees in the classroom or other professional setting, following up with a video review session to identify strengths and weaknesses and to discuss alternative strategies.

Every two weeks, the principal meets with the mentor teachers to discuss teacher progress. After reviewing the winter NWEA benchmark results, the team decides how to best support the teaching staff for the remainder of the school year.

Self-study professional development. By the end of the first trimester, each teacher completes a self-study report with written and video elements, including student work samples. A mentor teacher and the principal use the report to help the teacher set goals and plan actions to improve over the rest of the school year.

Off-site specialty training. As desired and appropriate, Everest Value encourages and supports teachers who wish to attend courses and conferences and share their increased knowledge with the wider school community.

Professional Development Plan. Before each school year begins, specific preparation and training sessions are scheduled for all teachers (and in some instances, all staff) to ensure proper delivery of the educational program and familiarity with required topics. Throughout the year, data analysis, observation and reflections inform professional development program choices, allowing prompt response to identified needs. For the 2019-2020 school year, Everest Value School's Professional Development Plan includes:

1. In August, before school begins, for all staff members:
 - a. Curriculum, discipline, general staff expectations, schoolwide data trends, school culture and values

- b. Health, safety, and emergency procedures, including blood-borne pathogen avoidance
 - c. Child abuse detection and reporting
 - d. Youth suicide prevention
 - e. Brown Act requirements
 - f. Any other mandated subject
2. During the school year:
- a. Weekly professional development sessions (every Wednesday while school is in session) conducted, as appropriate, by the administration, mentor 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

The professional development program is adjusted in response to developments throughout the year, particularly in student performance and behavior. Below are some of the professional development topics expected to be covered during the five-year charter term. In addition to the mandated sessions, topics scheduled for 2019-20 are noted by an asterisk.

- Implementing Common Core State Standards in the classroom*
- Working with students with disabilities*
- Teaching English Language Learners*
- Behavioral interventions and restorative justice*
- Writing across the curriculum
- Vertical connection of math instruction across grade levels
- Collaborative learning*
- Using technology in the classroom*
- STEM and the NGSS*
- How to differentiate instruction*
- Teaching critical thinking/metacognitive strategies
- Response to Intervention*
- Using Accelerated Reader and STAR*
- Strategies to inspire student engagement and ownership of learning*

Meeting the Needs of All Students

English Learners

Everest Value School uses 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 Everest Value School. Instruction is 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. Everest Value School’s ELD Coordinator or administrator designee identifies potential English Learners (ELs) in a timely manner in accordance with all applicable legal requirements. Parents of all new students complete the Home Language Survey. Answers to those questions guide the initial classification of English Only, English Learner, or for those whose English fluency is not immediately apparent, “To Be Determined” (TBD). When the Home Language Survey results in a TBD classification, a teacher or the ELD Coordinator administers the state-mandated assessment (e.g., CELDT or ELPAC) within 30 days of enrollment to assess the student’s English proficiency. Any student attaining an overall score of 3 or lower, or an overall score of 4 but a subcategory score of 3 or below in any domain will be classified as an English Learner and will receive services until the reclassification criteria are met.

Educational program(s) for English language acquisition. To ensure that students make adequate progress toward mastery of the English Language Development (ELD) standards, Everest Value School focuses part of each day on instruction for English Learners. Using the 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, the ELD Coordinator, and other administrators monitor the implementation of standards, schedules, and programs. Concurrently, they evaluate and monitor English Learners’ academic growth. To ensure English Language Development and proficiency in core content areas, school staff conduct observations and data analysis on a consistent basis. In each classroom, an ELD tracking binder is used to capture observations, questions, and notes about each student’s progress on speaking and listening standards. STAR and Accelerated Reader software track students’ reading levels. The NWEA MAP benchmarking system is used to track the language skills and growth of the ELD cohort.

The table below summarizes how, where, and by whom services will be provided.

What	How	Where	By 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- 60 minutes daily , depending on the progress of the students on the CELDT/ELPAC	Daily in the Classrooms	Teachers and Support Staff

What	How	Where	By Whom
Intervention for ELD	During the after school program	Available Space	ELD Coordinator and support staff
Intervention for EL in Core Subject	As needed after each benchmark	Classroom	Teachers and support staff

At all grade levels, the CELDT/ELPAC scores are used to inform the approaches needed to support and accelerate student progress toward English proficiency. As indicated by the reclassification criteria, English Learners who score a 4 or 5 (Bridging) overall and a 3 or higher in all domains are considered Fluent English Proficient. Students who score at Levels 1 – 3 or at the Emerging - Expanding levels receive support through Integrated ELD and 3 during the instructional day, and intervention before and after school if there is no significant progress across CELDT/ELPAC levels from year to year.

Beginning with the first year of the charter term, classroom teachers will use the state-adopted McGraw-Hill *Wonders*, *Study Sync*, and *GO Math!* resources to provide scaffolded instruction to English Learners. Everest 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. 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. Teachers, the ELD Coordinator and interventionists also use the Dataworks curricula *Launch to Literacy* for newcomers and *Links to Literacy* for others receiving ELD services.

Reclassification

The overarching goal of the EL program is to bring English Learners to sufficient English fluency to merit reclassification and leave the program. Limited English Proficient (LEP) students who demonstrate that their English language skills are proficient can be reclassified Fluent-English Proficient (RFEP). The ELD Coordinator monitors the progress of LEP students and reclassifies them using the following criteria and processes:

1. An overall ELPAC score of at least 4, with no subcategory score under 3.
2. A score at or above the 45th percentile of the ELA national norm on the NWEA or, for grades 3-8, an overall score of 3 on the English Language Arts section of the CAASPP/SBAC.
3. Teacher recommendation based on, but not limited to, pupil’s academic performance. 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. “Teacher” refers to the classroom teacher and other certificated staff with direct responsibility for teaching or placement decisions of the student. Teacher recommendation needs to be endorsed by the principal using the evidence that the teacher and ELD coordinator have gathered.

4. When criteria 1-3 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 EVS will monitor the student's progress.

Long Term English Learners (LTELs) 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

Everest 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 proper implementation of the Title III plan and EL Master Plan. Using the results of state exams and its own benchmarks, Everest 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

Everest Value School does not yet have a formal GATE program, but may implement one during the charter term. GATE students will be identified by testing conducted through the Johns Hopkins Center for Talented Youth (CTY). Students scoring 95% or above on the NWEA and/or a 4 on the SBAC are encouraged to register to take CTY's standardized test. EVS works with families of qualifying students to facilitate the process of registering.

Pending creation of a GATE program, Everest Value's Challenge program provides enrichment to academically advanced students to help these students reach their full potential. Students may qualify for the Challenge program in English Language Arts, Math/Science, or both.

Identification. Students are identified for the Challenge program using these criteria:

Grade 1: 80th percentile on the NWEA and classroom teacher recommendation

Grade 2: 80th percentile on the NWEA and classroom teacher recommendation

Grade 3: 80th percentile on the NWEA and classroom teacher recommendation

Grades 4-8: SBAC Level 4 or 80th percentile on the NWEA

At any point during the year a teacher may recommend a student be added to the Challenge program or ask that a student be removed if a change appears warranted by the student's performance.

Program services. Exceptionally advanced students may be placed in a group with Challenge students in higher grades, but most Challenge students receive services in their home classroom. In all grades, mentor teachers from the Challenge team help classroom teachers differentiate and target instruction to high-achieving and talented students.

At present, enhanced instruction is delivered by the Challenge teacher. For students who remain in their home classroom, services are delivered as described in the next table.

Grade/Structure	ELA
1-2 Pull-out; 1 hour/wk	Classic chapter books; guided creative writing; basic persuasive/opinion writing
3-6 Pull-out; 1 hour/wk	Advanced vocabulary; emphasis on plot and conflict elements of stories. Read and perform dramatic texts.
7-8 Push-in; 1 hour/wk	Focus on perspectives of writers and characters; interpret and critique texts.
	Math/Science
1-8 Push-in, small group; 1 hour per week	Acceleration within grade-level math curriculum; advancement to higher-grade content if able. Updated science curriculum aligned with NGSS, involving differentiated instruction, hands-on experiments and problem solving challenges. Advanced students are given the opportunity to tutor classmates in math and science.

In addition to enrichment and acceleration in core language arts and mathematics areas, Everest Value offers a range of opportunities to students who demonstrate leadership, artistic or music ability. An active student government and school “economy” provide chances for students to take on leadership roles, plan events, tutoring, mediate disputes or manage the student store. The student body elects a president and vice president; other positions require applications to staff members as well as teacher recommendation.

Artistically talented students can participate in art club or art classes, and can enter city- or state-wide art contests. Students with musical ability have multiple performance opportunities as part of the Everest Value chorus, talent shows, concerts and musicals.

Progress Monitoring

Everest Value monitors the progress of all students using the NWEA MAPS assessment program, which generates reports showing how students rank relative to national norms. For the Challenge program, both initial inclusion (described above) and continued participation involve frequent consultation among school staff including the classroom teacher, the mentor teacher for that class, the Challenge teacher and the principal. These discussions include a review of the student’s objective measures, especially NWEA benchmark results, other assessment scores, grades, behavioral patterns and apparent benefit from the program. Students whose regular classroom performance slips, or who seem to be struggling in the Challenge program, may be removed from the program, re-entering as conditions warrant.

Students Achieving Below Grade Level

Within its RtI model, Everest Value School uses multiple approaches to help each child progress to mastery of grade-level standards. While most students needing intervention are identified by classroom teachers, the Everest Value intervention team also uses the results from the fall and winter administration of the NWEA to ensure that no students needing additional help are missed. Students who score at or below the 5th percentile on the NWEA’s national norms and who do not already receive services under an IEP, SSPT plan, or English Learner plan are flagged for the SSPT to create a Student Success Plan.

Intervention Team. The Intervention Team includes the RSP, ELD and SSPT coordinators; an RSP teacher; ELD assistants; the after-school director and behavioral interventionists. After-school and other staff are key elements of the intervention process. This team helps classroom teachers, special education providers, and the ELD program deliver consistent services according to best practices. The level of intervention depends on the nature of the achievement lag and the tier to which a student is assigned. Specific interventions vary by individual, but common approaches emerge.

As assessment data are collected and analyzed, teachers, parents, administrators, and coaches at Everest Value engage in an ongoing dialogue, in person and in shared tracking documents, regarding a student's progress. Students are invited to participate in their own success planning as appropriate if they are in the sixth grade or higher. 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.
- Everest Value offers an in-house after-school program that provides at least one hour of homework assistance plus tutoring and enrichment. After-school program staff observe general classroom activities to see what strategies and techniques teachers are using and to learn what learning standards and activities may need to be reinforced.
- Parents who are not able to or do not wish to use the after-school program are provided with names of free or reasonably priced reasonable tutoring resources, such as Salvation Army.
- 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. They may also be directed to computer-based resources in the classroom for instruction, practice exercises, and skill building activities.
- Listening and writing centers, math manipulatives, and high-interest independent reading materials are available for struggling learners.

Socio-Economically Disadvantaged/Low Income Students

The vast majority of students at Everest Value School come from underserved communities and qualify for free or reduced-price lunches. Therefore, Everest Value devotes resources to connecting its students with experiences, opportunities, and resources that they may not typically have access to through their families. The afterschool program provides not only tutoring and homework help but on-site and off-site extracurricular and enrichment 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. Everest Value also emphasizes developing skills such as communication, courtesy, integrity, teamwork, leadership, and professionalism that will help students succeed in high school, college, workplaces and beyond.

Preparation for college and career is not an afterthought or a reaction to a state mandate at Everest Value School. Indeed, it is inherent in the values that form the core of the instructional model – that academic excellence is primary and that all students can develop to their full potential. Each teacher at every grade level stresses these values and links the work of the day to how that work demonstrates or builds on them. Leadership, public speaking and confident self-presentation to adults begin in the lowest grades, with each class taking turns leading morning ceremonies. Student leadership activities are geared to teaching skills that can be used in career building, such as serving as a banker, president, reporter or manager in the Everest Value economy.

As described elsewhere, the weekly Community Time sessions introduce students in the seventh and eighth grades to role models and professionals who are often able to describe their paths from a background like that of the students to successful academic or professional careers.

Through individual and group meetings such as “coffee/tea with the principal,” Parent Board activities, 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.

See the District Required Language concerning students with disabilities.

Students in Other Subgroups

Given the population that Everest Value serves, nearly all students fall within one of the categories already described, particularly socioeconomically disadvantaged/low income status. Homeless and foster youth are not a large segment of the school community, but Everest Value recognizes that the segment may grow over the charter term due to, among other things, changes in national immigration policy. It also recognizes the particular needs of such students and the rights accorded them under Cal. Ed. Code §48850 *et seq.* and abides by its responsibilities under the Foster Youth Bill of Rights.

Everest Value generally first learns of the home status of its students during the enrollment process (post-lottery, if any), when it gathers residence and parent/guardian information. Teachers and counselors are alert to signs that already-enrolled students’ home status has changed, and foster parents typically identify themselves to the school promptly upon taking on their fostering duties.

To meet the particular needs of homeless and foster youth, Everest Value partners with local support agencies. For example, it maintains a strong relationship with Magnolia Place, part of

the Children's Bureau of Southern California, which specializes in providing services for foster youth and foster parents. One member of Everest Value's board of directors is the long-time Director of Community Services for the Bureau's Los Angeles region. He brings special expertise and close attention to matters involving this population, and works with the Everest Value dean of discipline, who serves as the liaison for homeless and foster youth populations.

When an Everest Value student is identified as a foster youth, the principal assigns him or her to the dean of discipline, who works with the student's classroom teacher to monitor the student's academic and social progress. The teacher checks in with the student daily, allowing for regular monitoring of social and behavioral issues. The dean meets with the student frequently, often including the teacher, to gather data and develop plans for any additional support the student may need.

A "Typical Day"

A typical Everest Value School day begins with all students and teachers gathering in the yard at 7:50 a.m. for Morning Ceremony. Each Morning Ceremony is led by a classroom and students lead the entire school in the Pledge of Allegiance and a recitation of the five values. Special announcements and "Words of Wisdom" are also presented at this time by both staff and student leaders. The ritual centers the community, reminding everyone of their common purpose and commitment. It may include an amusing quiz, a brainteaser, or recognition of a problem solved.

At 8:00 a.m. students report to their classrooms. Classes are self-contained, but EVS retains the option to adopt a departmentalized model in the middle school grades when capacity allows, and to adjust teaching schedules to make the best use of each teacher's strengths, particularly in science and social studies. The typical day will include instruction in English language arts, mathematics, social studies, science, physical education and music.

At any time during the day, visitors might observe teacher-led instruction; individual, pair or small-group projects; class or small-group discussion; demonstrations by teacher or other 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. The computer lab will be a hive of keyboard activity while the gym echoes with the sounds of a basketball game.

Visitors may be greeted and guided by a representative of the Student Ambassador team who will confidently and knowledgeably describe the inner workings of every classroom. Throughout the day, visitors will see students and teachers who are respectful of others' ideas, backgrounds, property, and space. A general respect for rules and procedures will be evident throughout the school. Students will be engaged in the learning process, and accountable for their progress. Results of students' work will be 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 (2013) (Local Control Funding Formula) and AB 484 (2013), as they may be amended from time to time, including all requirements pertaining to pupil outcomes.

STANDARDIZED TESTING

Charter School agrees to comply with state requirements for participation and administration of all state-mandated tests, including computer-based assessments. Charter School shall submit and maintain complete, accurate, and up-to-date 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 Everest Value School use a variety of strategies to assess student progress. Formative assessments include pre- and post-tests in published curricular programs (e.g., HMH *GO Math!*, HMH *Journeys*, TCI Science curricula), daily question and answer sessions, teacher-prepared quizzes, “running records” to track reading fluency, and online progress tracking with programs such as Learning Farm and Khan Academy.

During each August professional development period, teachers create a standards-based “Learning Key.” Standards are broken into manageable chunks called learning targets, which teachers describe in understandable terms for students and parents. Teachers maintain an online spreadsheet that displays a snapshot of the progress each student has made toward these learning targets. The spreadsheet is accessible to the principal, interventionists, afterschool tutors and the mentor teachers to ensure that all educational efforts are targeted to particular learning goals. The principal and mentor teachers also use the Learning Key snapshots to generate schoolwide and subgroup intervention initiatives. Mentor teachers use them to help classroom teachers plan new targets, differentiate instruction and focus on areas of need.

Three times a year the teachers administer benchmark tests. All Value Schools campuses use the nationally normed NWEA MAP Assessments to drive instruction. The NWEA exam allows teachers to see the growth of all students relative to national norms. 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 student’s learning to their individual needs. During small group time the teachers will group students with similar challenge areas together to help them work toward mastery.

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 year-end state exams. These exams test students on Common Core standards at their grade level.

Along with computer-based standardized assessments, students demonstrate mastery of knowledge and skills through presentations, projects, speeches, demonstrations, and written assignments.

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. Not proficient: Insufficient progress toward meeting grade level standards
2. Partially proficient: Below grade level in meeting standards, making progress
3. Proficient: Meets grade level standards
4. Advanced: 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

Everest 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 EVS. In one or more surveys conducted early in the calendar year as part of the LCAP revision process, parents rate their own participation and their satisfaction with EVS programs and environment. They also provide feedback and suggestions for improvement. Although the survey is highly encouraged, it is optional and, if desired, anonymous.

Students take a version of the Healthy Kids Survey that is adapted to obtain student perceptions of the climate at EVS. These surveys are administered and analyzed annually, and reports from the data are prepared for the Board of Directors and the Charter School community. The board's Academic Performance and Accountability Committee uses the survey results as an indicator of where additional attention and resources may be required, and requests explanations and further investigation by the principal if required.

State Testing Program

Everest Value School participates in all testing programs required of charter schools by the state of California. The results of these tests are published by the California Department of Education and available through CDE's DataQuest portal and the CAASPP website. Everest Value School compiles its achievement data with data from neighboring schools and disseminates that information to the school community. The Value Schools Board of Directors, through its Academic Performance and Accountability Committee, 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

Everest 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 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 they 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.

Progress Reporting

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. Parents also have online access to their child's progress, through PowerSchool or the online Learning Key.

Teachers prepare formal report cards three times per year. Two are delivered and discussed at parent-teacher conferences after each of the first two trimesters; a final one is picked up by or mailed to parents at the end of the year. Teachers report on 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.

In addition to formal report cards, parents receive frequent reports informally by way of ClassDojo and in-person communications and by distribution of reports on state and benchmark tests. Aggregate student performance data (e.g., grade-level, schoolwide, and sub-group) are shared with stakeholders to inform curricular and instructional decisions.

Promotion Policy

Everest 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 toward 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. (See grading policy.)
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. Everest 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, several 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. Parents will be notified as soon as retention is being considered and no later than the end of the second trimester. Upon consultation with the teacher, parents and, if appropriate, other staff, the principal recommends retention or promotion. The final decision rests with the parents.

Retention Procedures

Consistent with its RtI approach, EVS 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 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.

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. SSPT 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. (Steps 7 & 8 could be combined.)
9. A final retention team meeting is held with parents, at which the recommendation is communicated and alternatives discussed. If parents object to the retention/promotion recommendation, the team explains the anticipated effect of the parents' choice on the student's likely progress and obtains written acknowledgment of the parents' understanding and decision.
10. Future teacher is informed of plan of action.
11. 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.
12. Place following documentation in student cumulative folder:
 - a. Grade Retention Teacher and Parent Information forms
 - b. Grade Retention Recommendation
 - c. Grade Retention Resolution
 - d. Review Staffing Form

Retention appeal policy

As the final decision on retention or promotion rests with the parents, Everest Value has no formal appeal policy for retention.

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 policies as it relates to charter schools adopted through Board action.¹⁹

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. Charter School shall enter into all transactions and conduct business with all persons and entities at arm’s length or, in the case of otherwise permissible related party transactions, in a manner equivalent to arm’s length.

¹⁹The District is in the process of compiling a list of LAUSD policies that apply to its authorized charter schools. The list will be finalized by April 1, 2018. Charter Schools Division staff will annually review District policies and make recommendations to the LAUSD Board of Education on continued application to charter schools.

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 of 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 reasonable 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, complete, 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 governmental 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

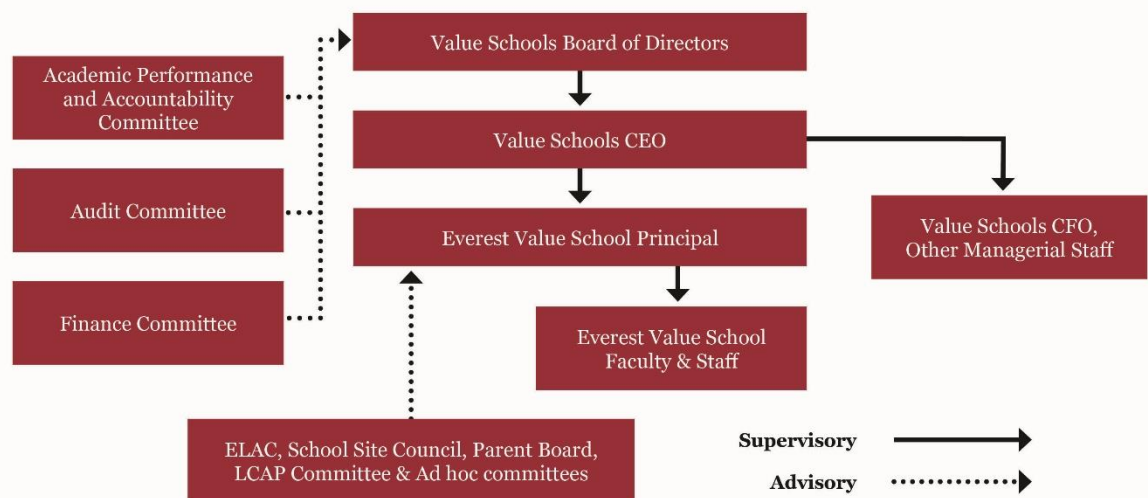
Charter School shall not require a parent or legal guardian of a prospective or enrolled student to perform volunteer service hours, or make payment of fees or other monies, goods, or services in lieu of performing volunteer service, as a condition of his/her child's admission, continued enrollment, 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.

Everest Value School Organizational 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 (“the board”) sets all policies for, and has sole legal and fiduciary responsibility for, Everest Value School.

Value Schools is responsible for establishing and maintaining relationships with all relevant government units on behalf of Everest Value 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 Everest Value School, and uses such funds solely for the operation of Everest Value School. Value Schools enters into all contracts, leases and other legal agreements that may be necessary to operate Everest Value School.

Value Schools provides financial and accounting services, legal representation, public relations and general oversight of school operations for Everest Value School. In return for the services provided, a percentage of the public funds given to operate Everest Value School is transferred to Value Schools for its general operations. Value Schools sets that percentage for each school it operates according to the anticipated cost of services provided and financial position of that school. Eight percent per year 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.

Value Schools Board of Directors

Membership and General Responsibilities

The Value Schools Board of Directors oversees all schools operated by Value Schools, the nonprofit public benefit corporation that operates Everest Value School. The Value Schools bylaws provide that the board is to have at least five and no more than seven members. The board is self-perpetuating, with each Director elected for a term expiring on the second June 30th occurring after the date the Director takes office, unless the board determines that to provide the continuity of staggered terms, a Director may be elected for a term expiring on the first June 30th occurring after the date the Director takes office.

The Value Schools Board of Directors recruits candidates who share the vision of Value Schools and who have the capacity to contribute to the advancement of the mission of Value Schools. This capacity is demonstrated through a commitment to educational excellence for traditionally underserved populations; understanding of the communities Value Schools serves; time to assist with board or Value Schools projects; and expertise relevant to the board's guidance and oversight functions. When a vacancy occurs or is anticipated, all directors are invited to suggest new candidates. When such candidates are not already known to the rest of the board, the board chair appoints an ad hoc committee to vet the candidates and assess their qualifications in light of particular experience or strengths the board may be seeking at the time. Screened candidates are then asked to attend one or more board meetings, depending on the timing of the vacancy, to observe the board's function and procedures. Interested candidates are then subject to a vote of the directors then in office.

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 Everest Value School in all areas, and to ensure the financial integrity of the Charter School and the sufficiency of resources to operate it.

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

- 1) the selection, hiring, compensation, supervision, evaluation, and termination of the CEO and, through the CEO, all Everest Value employees;

- 2) the governance and operation of Everest Value School in compliance with applicable law and policy, and with the Charter, as these may be amended from time to time; and
- 3) Everest Value 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 Everest Value and its students.

Governance Procedures and Operations

The Value Schools Board of Directors conducts its work through meetings of the whole and with the advice of three standing committees, all of which operate under Brown Act requirements. Committees meet within the boundaries of the Los Angeles Unified School District, typically at the Value Schools home office (currently 680 Wilshire Place in Los Angeles). Committees set their own meeting dates, usually one to two weeks before meetings of the full board, but may meet more frequently as circumstances and projects require. The board may also be informed by advice and analyses produced by ad hoc committees or by task forces that the CEO forms from time to time. For all committees, membership is determined by a majority vote of directors then in office, subject to any membership constraints in the Value Schools bylaws.

Audit Committee

The Audit 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. Typically it includes at least one member of the Value Schools board. The committee chair may not simultaneously serve as a member of the Finance Committee.

Academic Performance and Accountability Committee

The Academic Performance and Accountability Committee works with senior staff and school leadership to monitor academic performance at Everest Value School, considering what performance elements should be measured, how they should be measured, the timing of measurement, and how results should be reported. For each meeting, the principal gives the committee dashboard metrics assessing progress toward schoolwide and subgroup goals included in Everest Value's LCAP, as well as any other significant internal metrics. From time to time, the committee also examines broader issues of educational importance and how Value Schools can increase academic achievement. Committee membership is determined by a majority vote of directors then in office, and typically includes board members and others with particular expertise in educational measurement and programming, such as former school administrators. The committee regularly reports its findings to the Value Schools Board of Directors to help the board fulfill its responsibility to ensure a successful educational program.

Finance Committee

The Finance Committee works with the CEO, CFO and back-office service provider to ensure that the finances of Everest Value School are properly managed and reported. Finance Committee meetings include reviews of financial reports from the Value Schools staff and back-office service provider. The committee also reviews Value Schools' business practices to maximize efficiency and effectiveness. Committee membership is determined by a majority vote of directors then in office, and typically includes board members and others with particular expertise in finance, accounting, business practices or real estate. 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.

Meeting procedures

Timing, location and notice. Each year at its June meeting, the Board of Directors schedules at least five meetings for the upcoming school year, typically in September, November, January, March and June. At times throughout the year, additional board meetings may be convened as needed to act on unforeseen or urgent issues, such as the need to obtain resolutions to pursue facilities or funding opportunities. Board meetings are held within the LAUSD boundaries, usually 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.

Consistent with Brown Act requirements, written notice of meeting dates and locations is provided, posted both on the Value Schools website and at Everest Value School in a prominent place as close to its main entrance as is practically possible. At least 72 hours before regular meetings, and 24 hours before special meetings, the meeting agenda is posted in the same manner as the notice of dates and locations.

Quorum. A quorum of the board for the transaction of business shall be the greater of a majority of the directors then in office or one-fifth of the authorized directors, but not less than two.

Teleconferencing. The board may 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 agenda shall provide an opportunity for members of the public to address the board directly at each teleconference location. During any period that Value Schools is operating one or more charter schools within the State of California pursuant to a charter petition or charter petitions approved by one or more charter authorizers, during the teleconference, at least a quorum of the members of the Board shall participate in or from locations within the boundaries of the jurisdiction of one of such charter authorizers. 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.

Records. The corporate secretary maintains copies of the board's agendas and meeting minutes. Meeting minutes record all board votes, including abstentions and the reasons for them, whether voting occurred at an in-person meeting or by teleconference. These materials are available on request by e-mail or at the Everest Value main office, and are posted on the Value Schools website.

Value Schools Major Executive Positions

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 oversight of academic programs; educational leadership; budgeting; fundraising; development; public relations; long-range planning; student services; and recruitment of personnel for the home office. The CEO is responsible for the financial stability of the organization and oversight, control and supervision of all buildings, grounds and equipment. The CEO recruits, appoints, supports, evaluates and, if needed, dismisses the Charter School principal.

The CEO reports to the Value Schools Board of Directors, which 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.

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 with the CEO and back-office service provider to ensure that the charter management organization and all its schools are financially sound and have appropriate processes and procedures in place. The CFO provides expertise in the areas of finance and accounting; payroll and human resources; insurance; grant and bond reporting. The CFO supports the activities of the auditors during the annual financial audit and ensures timely preparation and dissemination of such financial reports as may be required by the board of directors or the CEO. The CFO reports to and is evaluated by the CEO.

Everest Value School Staff and Organization

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 report to and are evaluated by the principal of Everest Value.

School Site Council

As prescribed by Cal. Ed. Code § 52852, Everest Value School's School Site Council comprises the principal, two parents chosen at parent meetings, two faculty members chosen by the faculty, and two students chosen by student election.

The School Site Council participates in the Everest Value budgeting process before the budget is submitted to the board of directors for approval, receives input from the LCAP committee and provides its own input to the principal, reviews any policies sent to it by the Value Schools Board of Directors for review, and serves as the Advisory Committee required by Title I. The

School Site Council also advises on school policies of concern to parents and students (e.g., vacation schedules, nutrition, special classes and extra-curricular activities) and to the faculty (e.g., leave days, faculty dress code and non-classroom responsibilities).

The School Site Council meets at least four times a year and complies with the Brown Act in its operations. Information from School Site Council meetings is communicated to the Value Schools board by the principal.

English Learner Advisory Committee (ELAC)

This committee works with school leadership to ensure English Learners receive the services necessary to become proficient in English and prepared for high school coursework. The ELAC helps to assess needs, set program goals and objectives, develop a master plan for English Learners at Everest Value, and make all parents aware of the importance of regular school attendance. The committee consults with the principal to ensure all members receive appropriate training and materials to carry out their legally required advisory responsibilities. ELAC membership includes school administrators, teachers, and parents. Parents of English Learners make up at least the same percentage of the ELAC membership as English Learners do of the school's total student population.

Parent Board

The Parent Board meets monthly during the school year, currently in an evening session on the second Tuesday of each month. Membership is open to all interested parents; all students and teachers, as well as all parents, are invited to its meetings. Typically, the principal delegates to the dean of discipline responsibility to serve as liaison to the Parent Board and to report on the board's proceedings at staff meetings. There is also a student government representative who attends all meetings and acts as a liaison between the board and Everest Value students. The Parent Board designates an informal subcommittee of two parent volunteers to attend and report on meetings of the LCAP committee; membership rotates if oversubscribed.

The Parent Board elects its own chair and forms its own ad hoc committees as needed (e.g., committees on fundraising, room parents, traffic). The chair of the Parent Board prepares the meeting agenda, which includes suggestions from students, faculty, and after-school staff to improve school operations, the educational program, and school facilities and culture.

LCAP Committee

The LCAP committee is responsible for gathering stakeholder input to help the School Site Council and the principal develop and update the annual LCAP. Everest Value School uses the monthly bulletin, school gatherings and other outreach mechanisms to make the LCAP process as transparent and participatory as possible, encouraging parents, staff and students to work with the LCAP committee. The committee generally includes the principal, two teachers, four students and two parents. Students are elected in a student government meeting; if more than two teachers volunteer, committee representatives are elected by their peers. Parent members report on the committee's activities to the Parent Board. Meetings may also include members of the Value Schools board so they will have an early and complete understanding of the goals and needs underlying the budget that the principal develops.

At the beginning of the LCAP update process, the committee meets to ensure that new and returning members understand the process and their roles in it, and to receive the results of the January surveys of students, parents and staff. In February and March, the committee gathers more detailed opinions on goals and areas of greatest need, such as enhancing the ELD program or improving the school site. During March and April, the committee surveys stakeholders to prioritize those needs, refine goals and identify specific budget expenditures to help achieve them.

The committee compiles the results of its outreach to stakeholders and develops specific recommendations for LCAP modifications to respond to the prioritized suggestions. It reports its findings and recommendations to the School Site Council. As a result of these consultations, and under the budget guidance of the Value Schools CFO, the principal prepares a budget reflecting the decisions made during the LCAP process. Stakeholders have the opportunity to review the results again before the budget is submitted for approval by the Value Schools board.

Other Stakeholder Involvement

Everest Value builds a safe, nurturing community of scholars by affirmatively seeking as much student, teacher, and parent participation as possible. The administration uses in-school announcements, a monthly bulletin, letters, the parent/student handbook, and the Value Schools website to advertise opportunities by which stakeholders can help guide Everest Value's educational program and school operations and to give notice of meetings and events. Teachers, parents and students also use the communications app ClassDojo to share photos, videos, and messages and to work together in teams.

In addition to outreach by the LCAP Committee and School Site Council during the LCAP process, Everest Value conducts surveys and group discussions with parents to communicate with parents and to invite feedback on the educational program, spending, and school environment and culture. Everest Value holds frequent meetings to inform parents about the school's operations and core values, including a monthly "coffee/tea with the principal." Participation opportunities are held both during the day and during evening hours to accommodate parent work schedules.

School-level and subgroup performance data are made available so parents can review student progress. Broader parent education initiatives are developed cooperatively between school and parent representatives, with "Parent Wednesdays" providing a wide range of educational and other support opportunities. These have included "meet the staff" workshops, sessions on academic testing and score interpretation, a technology series, parenting and health classes, and meetings with community representatives such as the president of the Los Angeles Unified School Board of Education and local law enforcement.

Teachers participate in committee and other meetings throughout the year to analyze performance data and evaluate program effectiveness. This collaborative process encourages maximum school staff involvement in decision making.

Several groups involve multiple stakeholder constituencies, such as the Values Committee (student, staff and principal), Discipline Committee (principal, dean, after-school director, playground supervisor, and two teachers), and Leadership Team (principal, mentor teachers, special education coordinator and dean).

Additional opportunities for student involvement include Student Council, School Site Council, Student Ambassador program, athletics, and various clubs.

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(I). Charter School shall maintain current copies of all teacher credentials and make them readily available for inspection.

Employee Positions and Qualifications

During the term of the charter, Everest Value expects to employ individuals in the following positions as enrollment and facilities warrant:

Certificated: Principal Vice Principal Teacher – Core Subjects Teacher – Instructional Coach Teacher – Special Area Substitute Teacher (as needed)	Classified: Dean of Discipline Afterschool Director Teacher Aide School Secretary/Clerical Assistant School Custodian/Janitor
---	---

Job descriptions for Everest Value School positions follow.

Job Description for Position of Principal

General Responsibility

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

Supervision

The principal is supervised by the chief executive officer of *Value Schools* (or an authorized designee) 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. With the advice and assistance of the faculty and subject to the curriculum standards and program assessment for *Value Schools*, organizes the instructional program, chooses the programs and materials, and supervises the instruction and assessment of students.
3. Administers the admission of students to the school, including the lottery, student orientation and parent induction; makes major student disciplinary decisions; supervises student grading; makes student placement decisions with the advice and assistance of faculty.
4. Supervises the maintenance and repair of the school's materials, equipment, facilities and property; with input from staff, submits recommendations to *Value Schools* CEO or designee for facilities improvements.
5. With input from staff, prepares the school budget according to the *Value Schools* CFO's budget preparation guidance; makes or approves all financial decisions necessary to implement the approved budget plan.
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 employee policies and practices 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 designee) to achieve the goals of *Value Schools*.

Required Qualifications

1. Evidence of agreement with the five core values of *Value Schools*.
2. A 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: read printed materials; respond to oral questions and instructions; orally present information, give directions and answer questions; arrange furniture, equipment and materials in classrooms and other school settings.

Desired Qualifications

1. Five years of 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 any language other than English that is spoken by 15% or more of the students.

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 accordance with the policies and practices of *Value Schools*. The vice principal may also be assigned teaching responsibilities when such assignment is consistent with the *Value Schools* policy that all core courses will be taught by properly assigned, appropriately credentialed teachers.

Supervision

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

Specific Duties

1. Performs or assists principal with principal’s duties as assigned.
2. Represents the principal to the faculty, staff, parents and students in the absence of the principal.
3. Participates in professional development activities established by the principal or by the chief executive officer (or authorized designee).
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 employee policies and practices 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 of 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 any language other than English that is spoken by 15% or more of the students.

Job Description for Position of Teacher—Core Subjects

General Responsibility

A core teacher is responsible for facilitating student learning at specified grade level(s) or in basic subject area(s) in accordance 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 as required.
7. Supports and cooperates with other school faculty and staff in a manner that helps them complete their duties.
8. Responds promptly and respectfully to inquiries from parents.
9. Attends parent, community and professional meetings as directed 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 employee policies and practices 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 and demonstrated academic competence in the core subject-matter area as may be required by ESEA or other governing law.
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; respond to oral questions and instructions; orally present information, give directions and answer questions; arrange furniture, equipment and materials in classrooms and 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 any language other than English that is spoken by 15% or more of the students.

Job Description for Position of Teacher – Instructional Coach

General Responsibility

An instructional coach is responsible for ensuring that student learning is facilitated at specified grade level(s) or in basic subject area(s) in accordance 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.
3. Attends parent, community and professional meetings as directed by the principal.
4. Plans and/or participates in relevant professional development activities.
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 employee policies and practices of the school and of *Value Schools*.
10. 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 a subject area(s) to be taught/coached or in a closely related area.
3. Has the appropriate credential for the position.
4. Five years of 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: read printed materials; respond to oral questions and instructions; orally present information, give directions and answer questions; arrange furniture, equipment and materials in classrooms and 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 any language other than English that is spoken by 15% or more of the students.

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 accordance with the policies and practices of *Value Schools*. Some examples of Special Area teachers who may be employed are: special education teacher and coordinator, ELD coordinator, remedial specialist, speech therapist, librarian, school counselor, art or music teacher.

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 helps them complete their duties.
8. Responds promptly and respectfully to inquiries from parents.
9. Attends parent, community and professional meetings as directed 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 employee policies and practices 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: read printed materials; respond to oral questions and instructions; orally present information, give directions and answer questions; arrange furniture, equipment and materials in classrooms and 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 any language other than English that is spoken by 15% or more of the students.

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 or special area teacher in the absence of that teacher, in accordance 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 designed by the absent teacher.
2. In cases of a long absence of a teacher, the substitute teacher may be required to perform all the specific duties of the teacher for whom a substitute is needed, with assistance from mentor teacher as appropriate.
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 employee policies and practices 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 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: read printed materials; respond to oral questions and instructions; orally present information, give directions and answer questions; arrange furniture, equipment and materials in classrooms and 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 any language other than English that is spoken by 15% or more of the students.

Job Description for Position of Dean of Discipline

General Responsibility

A dean of discipline is responsible for maintaining order in the school community.

Supervision

A dean of discipline 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. As assigned, assists principal and vice principal, if any, with their duties.
3. Participates in professional development activities established by the principal or by the chief executive officer (or authorized designee).
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 employee policies and practices of the school and of *Value Schools*.
9. Works with faculty and staff to:
 - a. create 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; and
 - f. assure that students are demonstrating the values of the school.
10. Works 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 their fullest potential;
 - e. obtain appropriate counseling services; and
 - f. help them understand the need to attend school every day and on time.

11. Works with parents to:

- a. emphasize the importance of academic excellence;
- b. encourage their parental role in their student's life;
- c. create a home environment that is safe and conducive to learning;
- d. solve student's behavioral issues at school; and
- 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.
3. Compliance with the policies on tuberculosis, criminal record review and employment eligibility verification.
4. Fluency in the English language.
5. Ability to: read printed materials; respond to oral questions and instructions; orally present information, give directions and answer questions; arrange furniture, equipment and materials in classrooms and other school settings.

Desired Qualifications

1. Experience working in one of the *Value Schools*.
2. Preparation by experience or education to be a dean in one of the *Value Schools*.
3. Fluency in any language other than English that is spoken by 15% or more of the students.

Job Description for Position of Afterschool Director

General Responsibility

The afterschool director is responsible for developing an engaging and educationally sound afterschool program and for managing the overall operation, staffing, and reporting requirements of the program, in accordance with the policies and practices of *Value Schools*.

Supervision

The afterschool director is supervised by and reports 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 the afterschool director to one of these other administrators.

Specific Duties

1. Designs, schedules and supervises the operations of the afterschool program.
2. Assists the principal in hiring, training, supervising and evaluating afterschool staff.
3. Collaborates with teachers to align academic elements of afterschool program with their classroom curriculum.

4. Develops clubs, projects, enrichment and leadership activities to help students reach their potential and contribute to their community.
5. Collaborates with the principal and dean of discipline to align classroom and afterschool behavior and discipline policies, and ensures continuity of approach between programs.
6. Manages afterschool grant accounting and reporting as needed.
7. Designs and implements systems for program elements including orientation, handbooks, enrollment, fees and attendance.
8. Educates parents about enrollment, fees, attendance accounting and grant requirements.
9. Meets weekly with afterschool leadership staff to evaluate and improve program.
10. Locks up campus at the end of each day.
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 employee policies and practices of the school and of *Value Schools*.
16. Performs other duties that may be assigned by the principal that further the goals of Everest Value School.

Required Qualifications

1. Evidence of agreement with the five core values of *Value Schools*.
2. Experience managing afterschool or similar programs for children of the age to be served.
3. High school diploma.
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; respond to oral questions and instructions; orally present information, give directions and answer questions; arrange furniture, equipment and materials in classrooms, playground and other school settings.

Desired Qualifications

1. College degree or progress toward college degree in relevant field such as education.
2. Fluency in any language other than English that is spoken by 15% or more of the students.

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 accordance with the policies and practices of *Value Schools*. A teacher aide may be assigned a more specific title for the convenience of school administration, such as interventionist, technology instructor, playground staff or afterschool tutor.

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, as assigned, other administrators such as mentor teachers or the coordinators for special education or English Language Development, may also exercise general supervision of the teacher aide.

Specific Duties

1. Guides students in learning activities under the direction of the teacher.
2. Supervises students along with the teacher and, at times, independently of the teacher, especially before school, during recess, lunch, and after school.
3. Helps the teacher maintain 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 necessary.
8. Meets with parents, along with the teacher, if needed to support student performance.
9. Attends parent, community and professional meetings as directed by the principal.
10. Participates in professional development activities established by the principal or by the chief executive officer (or authorized designee).
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 employee policies and practices 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 or of *Value Schools*.

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 courses.
3. Has the qualifications that may become 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: read printed materials; respond to oral questions and instructions; orally present information, give directions and answer questions; arrange furniture, equipment and materials in classrooms and other school settings.

Desired Qualifications

1. A bachelor's degree.
2. Experience in working with children.
3. Fluency in any language other than English that is spoken by 15% or more of the students.

Master Job Description for Clerical Positions

General Responsibility

Clerical positions at *Value Schools* may have different titles depending on levels of responsibility and experience and the size of the individual school's office staff. Such titles include office manager, school secretary, administrative assistant, clerical assistant, and afterschool compliance assistant. Employees in these positions provide clerical and staff support to principals and to others on the faculty or staff.

Supervision

An employee in a clerical position is supervised by the principal or by a staff person assigned by the principal to perform the function.

Specific Duties

1. Performs clerical functions including word processing, data entry, filing, and mailing; answers telephones; schedules events, meetings and appointments, etc.
2. Performs receptionist duties of greeting visitors, answering general inquiries about the school, observing activities on school premises.
3. Helps to prepare reports and school records (attendance, fire drills, inspections, employee work hours, etc.).
4. Calls parents in cases of student absence, emergencies, or as otherwise directed.
5. Manages projects as assigned by the principal.
6. Helps with certain bookkeeping and financial management functions.
7. Purchases office and school supplies as directed.
8. Admits tardy students and records their entry into the school.
9. Acts as liaison with members of the community beyond the Charter School.
10. Helps teachers arrange field trips, duplicate materials and order instructional supplies.
11. Attends staff meetings as directed.
12. Participates in professional development activities as directed.
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 employee policies and practices of the school and of *Value Schools*.
18. Performs other duties as 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 or formal training 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: read printed materials; respond to oral questions and instructions; orally present information, give directions and answer questions; arrange furniture, equipment and materials in classrooms and other school settings.

Desired Qualifications

1. Clerical experience commensurate with position level.
2. Experience as an employee or volunteer in a school or agency serving school-aged children and youth.
3. Some college.
4. Knowledge of basic spreadsheet functions.
5. Fluency in any language other than English that is spoken by 15% or more of the students.

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 in accordance with the policies and practices of *Value Schools*.

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. Prepares a cleaning schedule and cleans all areas of the Charter School's building(s) regularly and routinely.
2. Ensures that the exterior of the building and grounds are in good order.
3. Helps faculty and staff maintain the good appearance of their work areas.
4. Cleans facilities on evenings or weekends as needed to accommodate school activities.
5. Orders cleaning and other school supplies.
6. Attends staff meetings as scheduled by the principal.
7. Participates in 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 employee policies and practices 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. Compliance with the policies on tuberculosis, criminal record review and employment eligibility verification.
4. Fluency in the English language.
5. Ability to: read printed materials; respond to oral questions and instructions; orally present information, give directions and answer questions; 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 any language other than English that is spoken by 15% or more of the students.

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, Office of Environmental Health and Safety, 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 (“Plan”), which must include but is not limited to provisions for building and site emergency evacuation, the acquisition and maintenance of adequate onsite emergency supplies. The Plan must include Charter School’s requirements and procedures for protecting student health and safety during off-campus school-sponsored activities, including but not limited to field trips and transportation. 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, officers, and representatives, 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 school site 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.

SUICIDE PREVENTION POLICY

If Charter School serves students in grades 7-12, Charter School shall comply with the requirements of AB 2246 (2016), codified in Education Code section 215, including but not limited to the requirement that the school's pupil suicide prevention policy shall be developed in consultation with school and community stakeholders, school-employed mental health professionals, and suicide prevention experts. Charter School shall provide the CSD with a copy of its pupil suicide prevention policy for review upon request.

Custodian of Records

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

Health, Wellness & Safety

Everest Value School maintains comprehensive policies to ensure the health and safety of its students, staff, parents and others who may be on school premises. These policies cover the following areas:

- Compliance with federal, state and local laws concerning 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 by fire, 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 students' health, well-being, and ability to learn by supporting healthy eating and physical activity. In particular:

- Everest Value 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. Department of Agriculture'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.

- Everest Value School will provide at least one nutritionally adequate free or reduced-price meal each day to students who meet the pertinent federal eligibility standards, as it currently does for all students. 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).
- Everest 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 school consistent with Everest Value's standards
- Staff wellness
- Physical activity opportunities and physical education, including daily physical activity and physical activity opportunities before and after school

For each of the schools it operates, Value Schools establishes a baseline assessment of the 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.

Charter School’s Plan to Achieve the District’s Racial and Ethnic Balance Goal

Most Everest Value students come from nearby neighborhoods. The population of these neighborhoods is largely Hispanic/Latino, so Everest Value has a disproportionately high number of Hispanic/Latino students compared to district-wide percentages, but is ethnically almost identical to traditional public schools in the surrounding area. As the composition of the neighborhood changes, Everest Value expects its student population to change accordingly.

Everest Value will continue to prepare recruitment literature in English, Spanish and Korean and will attend or schedule outreach events for community organizations during the late fall and winter to attract children from other ethnic groups. Every third Wednesday from January to August, Everest Value participates in a neighborhood meeting convened by the community group Heart of Los Angeles. It also participates in a quarterly meeting at the Children’s Bureau. These events provide opportunities to advertise and recruit for Everest Value, including at these locations:

- Magnolia Place, 1910 Magnolia Ave., Los Angeles, CA 90007
- Korean Youth Community Center, 3727 W. 6th St. #300, Los Angeles, CA 90020

- Central American Resource Center, 2845 W. 7th St., Los Angeles, CA 90005
- Heart of Los Angeles, 2701 Wilshire Blvd. #100, Los Angeles, CA 90057
- Pathways Los Angeles, 3325 Wilshire Blvd. #1100, Los Angeles, CA 90010

Everest Value also has partner relationships with community organizations and service providers, and through them becomes known as a sound educational option for their clients. In addition to those listed above, these include:

- Bresee Foundation, 184 Bimini Pl., Los Angeles, CA 90004
- All Peoples Community Center, 822 E. 20th St., Los Angeles, CA 90011
- Korean American Family Services, 3727 W. 6th St. # 320, Los Angeles, CA 90020
- LIFT Los Angeles, 1910 Magnolia Ave. #404, Los Angeles, CA 90007
- Para Los Niños, 1521 W. 3rd St., Los Angeles, CA 90017
- Los Angeles City Council Office, 1819 S. Western Ave., Los Angeles, CA 90006
- St. Thomas the Apostle Church, 2727 Pico Blvd., Los Angeles, CA 90006
- St. Basil Church, 3611 Wilshire Blvd., Los Angeles, CA 90005
- St. Sophia Cathedral, 1324 Normandie Ave., Los Angeles, CA 90006

When non-Latino families inquire about Everest Value, the administration will make every effort to encourage them to enroll their children. In addition, Everest Value School will look to nearby neighborhoods that may have racial/ethnic populations other than Hispanic and actively recruit in those neighborhoods. Beginning in April of each year, Everest Value will advertise, by posters or flyers and, when possible, in-person gatherings, at the following locations:

- Normandie Park Recreation Center, 1550 Normandie Ave., Los Angeles, CA 90006
- Seoul International Park, 3250 San Marino St., Los Angeles, CA 90006
- Toberman Recreation Center, 1725 Toberman St., Los Angeles, CA 90015
- Lafayette Recreation Park, 625 S. Lafayette Park Pl., Los Angeles, CA 90057
- Hoover Recreation Center, 1010 W. 25th St., Los Angeles, CA 90007
- MacArthur Park, 2230 W. 6th St., Los Angeles, CA 90057

Between June and September, typically on the last Thursday of the month, Everest Value's summer outreach efforts include a booth or other representation at these community events:

- Levitt Pavilion Summer Concerts, MacArthur Park, L.A.
- Summer Night Lights (GRYD Foundation, multiple locations)
- National Night Out (August)

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. Performance and other information about Everest Value is included on that site to encourage parents to consider it as an educational option on the basis of its academic success and strong school culture. Everest Value ensures that it is listed with information sites about charter schools such as those maintained by the LAUSD and the California Charter Schools Association, and makes written materials available on site and by mail.

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 federal and state laws 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, Section 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.

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, immigration status, 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.

Student Recruitment

Everest 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. Everest Value School reaches out to students from these schools to inform them of their educational choices. Everest 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.

Admission requirements

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

1. The student must be a resident of the state of California.
2. The student must be age-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 Everest Value School than there is space available, students will be admitted according to the following priorities:

Lottery Exemptions

Students currently enrolled in Everest Value School are exempt from the lottery.

Lottery Preferences

1. Students living within LAUSD boundaries are given first preference in the lottery as required by Ed. Code §47605(d)(2)(B).
2. Second preference is given to siblings of children currently enrolled in Everest Value School, to promote educational continuity and family unity and convenience.
3. Third preference will be given to siblings of children currently enrolled in another school in the Value Schools network, to the extent permitted by law, to promote educational continuity and family unity and convenience.

4. Fourth preference is given to children of Everest Value's staff or of board members up to 10% of enrollment, to promote board involvement, regular school attendance and staff retention.

Admission 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. Enrollment is open all year except from the close of business on the Monday before the lottery draw to the morning following the draw.
2. The lottery application asks for the student's 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, on the playground or in the community room as weather and attendance numbers dictate.
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 Parent Board oversee lottery procedures, and verify that procedures were fairly executed. District representatives are invited to attend lottery drawing.

Public notice of admission process

1. All applicants to Everest Value School are given a written description of the rules governing the admission 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 Everest 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, either in a group meeting or individually. 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 "Admission 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

Everest 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.

Everest 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 Everest Value School's principal or designee, or to attend an orientation meeting of all families new to EVS. 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 Everest Value School. The principal or dean meets with parents who anticipate challenges and guides them through possible solutions and school-based supports. The conference includes an invitation to parents to make a commitment to support the core values and to cooperate with EVS 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 Parent Board meetings, parent/teacher conferences, and "coffee/tea with the principal" events. Consistent with Everest 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 meet annually with the Audit Committee of the Value Schools board 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 and eligible, the Audit Committee reports that determination to the Value Schools board for its approval. If a new auditor is to be engaged, the Value Schools CEO and CFO propose 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 <https://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

With the assistance of a back-office service provider, 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 Everest Value School provides information to the CFO or to the auditor as requested. The Value Schools CEO is available to meet with the auditor 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 Value Schools Board of Directors. 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 in light of 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 ensuring the submission of the completed annual audit to the Los Angeles Unified School District, the California State Controller, the California Department of Education, 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, pending the completion of the expulsion process, Charter School shall identify and provide special education programs and services at an appropriate interim educational placement determined in coordination with the LAUSD Division of Special Education.

In the case of a student who has an Individualized Education Program (“IEP”), or a student who has a Section 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 Section 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 Section 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 Section 504 Plan?

Notwithstanding and apart from 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 in-school and out-of-school suspension; and provides professional development to teachers, administrators, and staff on all aspects of the EVS discipline policies.

Everest Value School maintains a positive behavior philosophy, with modeling and reinforcement of positive behavior and lifestyle choices. 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. EVS 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 Sanctions" below.) Following general principles of due process, the EVS discipline policies shall not be 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 reflects the Five Core Values, particularly 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 EVS tenure, as described more fully in Element 1. The emphasis on these values results in such habits as:

- politeness and courtesy to all (e.g., teachers, students, volunteers, visitors);
- kind words about others: statements that degrade another for any reason are not acceptable; language that is crude, 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;
- making healthy choices, including avoiding tobacco, controlled substances and alcohol.

Respecting human dignity includes tolerance of another's rights and differences, but is more than that. Beyond just getting along with others, human persons have the opportunity to benefit 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) of 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 as well as one's own education.

The other three values—academic learning, the development of each person's talents 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 Everest Value School 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. Everest 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 EVS students internalize these values from an early age, many potential disciplinary issues are averted or resolved without need for formal action.

Everest Value School employs a Restorative Justice model to implement its discipline policy. EVS 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”

Restorative justice plans are tailored to the individual situation by the dean of discipline, principal and teacher. For example, a student who was disrespectful may work with younger students during their recess to work on modeling respectful behavior. A student who commits vandalism may help in a campus beautification project. A restorative justice plan is written with clear criteria explaining the behavior necessary for the student to return to normal standing in the community, and these plans are given to the student’s parents.

While the restorative justice plan is in operation, the student checks in daily with the dean of discipline or another staff member who is part of the plan. That dean meets daily with the teachers and playground staff to monitor the student’s compliance and determine whether any modifications are needed.

Suspension and Expulsion – Overview

Consistent with its preference for intervention over sanctions, EVS 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.

As described below, 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.

As Cal. Ed. Code § 47605(b)(5)(J) requires, Everest Value shall not involuntarily disenroll, dismiss, transfer or terminate a student for any reason unless the student’s parent or guardian has been given written notice of intent to remove the student. That notice must:

- Be provided no less than five schooldays before the effective date of the action;
- Be written in the student’s native language or that of the student’s parent, guardian or, if the student is a foster child or youth or a homeless child or youth, the student’s educational rights holder, and
- Inform the recipient(s) of the right to initiate certain notice and hearing procedures (described below) before the action is taken.

If the parent, guardian, or educational rights holder initiates these notice and hearing procedures, the student shall remain enrolled and shall not be removed until Everest Value issues a final decision. This provision does not apply to suspensions.

Grounds for Expulsion or Suspension

Except in cases involving grounds for 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.

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 Cal. Ed. Code §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 make a recommendation to 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, in which case the principal may initiate suspension procedures:

- 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 §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 whether or not to recommend expulsion 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 the premises of a Value Schools campus; 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. Attempted to cause or threatened to cause physical injury to another person; attempted to cause or threatened to cause physical injury to another person; or caused physical injury to another person except as described in Section 2.a. above regarding serious injury, Grounds for Expulsion (Limited Discretion).
- 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 recommend expulsion, subject to the due process rights of students and parents/guardians. The maximum consecutive number of school days for an in-school or out-of-school suspension for a single incident is five, although an in-school suspension of such length would be highly unusual. The maximum number of days for in-school or out-of-school suspension during the school year is twenty unless it is necessary to extend a suspension pending resolution of an expulsion hearing or appeal. The maximum number of 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.

When the dean of discipline learns from staff that a disciplinary incident needs investigation, he or she immediately attempts to contact the parents/guardians to inform them that an investigation regarding their student is under way and that the investigation could lead to a temporary or permanent removal from the classroom. In a typical investigative process (i.e., a non-emergency situation), the dean gathers known witnesses to the incident and asks each to write an account of the event in question. If more witnesses are discovered through this process, they are asked to submit witness statements as well. Students/witnesses who need help writing the statement (e.g., because of language, maturity or developmental barriers) may dictate it to the dean. The dean reads the witness statements and conducts interviews with witnesses to clarify the facts. These interviews are conducted in the spirit of the core values, with the goal of reinforcing principles of honesty and community. With the facts determined, the dean interviews the accused student to learn that person's side of the story. The dean then submits the evidence to the principal. If necessary, the principal may conduct follow-up interviews with witnesses to clarify the evidence. Based on that investigation process, the

principal contacts the parents/guardians to let them know whether the matter has been resolved or will proceed to a suspension conference.

Suspension Procedures

Notice to Parents/Guardians; Informal Pre-suspension Conference

Suspension in emergency situations. An “emergency situation” involves a danger to the lives, safety or health of students or school personnel. When the principal or the principal’s designee determines that a student must be removed to ameliorate an emergency situation, the student may be suspended without a conference.

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. The notice includes the anticipated length and conditions of the emergency suspension, the specific reasons for it, and an invitation to attend the conference with or without counsel or other advisor. Parents/guardians are assured that reasonable accommodations and language support will be available. They are also informed that a conference with the student is required for the student to return to school, but that they are not required to attend the conference and that no penalty will be imposed on the student if they do not attend. If information presented at the conference proves the suspension was in error, the suspension shall be removed from the student’s record.

Suspension in non-emergency situations. In all non-emergency situations that appear to warrant suspension, a school administrator (typically the dean of discipline) will attempt to contact, by telephone or in person, the student’s parent, guardian, or educational rights holder to explain the situation and to schedule an informal pre-suspension conference within two school days. A written notice is also sent that explains the behavior or events that appear to warrant the suspension, whether it will be an in-school or out-of-school suspension, and the length of the anticipated suspension. The notice either confirms the conference details scheduled orally or, if no contact has been made, details the right to a pre-suspension conference and the time and place it will be held. Whenever practical, the conference will include the teacher, supervisor or other school employee who referred the student for disciplinary action. Unless the student waives the right to a conference or is physically unable to attend, the student’s presence is required. Parents, guardians and educational rights holders are encouraged but not required to attend. No penalty, including non-reinstatement, may be imposed on the student for the failure of a parent or guardian to attend the conference.

In the event a suspension is imposed, whether a pre-suspension conference is held or waived, written notice is given to the student and to the person responsible for him or her to indicate the reason suspension was imposed and the date and time the student may return to school (or, for in-school suspensions, return to the regular classroom).

Activities During Suspension

Both in-school and out-of-school suspensions are intended to maintain safety and order, modify behavior, and continue the education of the suspended student. In-school suspensions are usually served in the principal's office or other non-classroom space depending on who is overseeing the student during the suspension (typically the dean of discipline or the principal). During teacher preparation times throughout the day (e.g., before school, at recess or lunch), the classroom teacher provides one-on-one instruction about the day's lesson and learning targets, and assigns suitable work. Throughout the school day, if the student needs additional attention from the classroom teacher to ask questions or explain lessons, the suspension monitor acts as a liaison with the teacher. If necessary, a properly credentialed staff member provides coverage for the classroom teacher while he or she deals with the needs of the suspended student. The student has access to appropriate educational supports during that time (e.g., the ability to pose questions to the teacher). The dean of discipline also oversees any restorative justice component of the suspension that may be assigned for the student to perform, such as during recess or lunch periods.

During an out-of-school suspension, the student is given assignments and homework by the student's teacher 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 dean of discipline meets 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 designee. The written appeal must specify the grounds for the appeal; that is, what provision of law, Everest Value's charter or the Parent/Student Handbook is said to have been violated or misapplied in 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 – the hearing officer will be the Chief Executive Officer of Value Schools or, in the event of a conflict, an administrator from a Value Schools campus other than Everest Value School, 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 hearing officer (typically the Value Schools CEO) is final. If the decision to suspend is reversed, records of the initial decision are removed from the student's file.

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) contacts the Value Schools CEO to request that a Discipline Review Committee be appointed 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. Everest 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 EVS 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 Value Schools CEO appoints a Discipline Review Committee (DRC) of two certificated members and up to four members in total (certificated and/or classified) uninvolved with the incident. The DRC may not include the principal, any of the student's current teachers or coaches, the Reviewing Officer, or the Chief Executive Officer of Value Schools. At least one member will be an administrator from another Value Schools campus.

The DRC's role is to conduct an expulsion hearing at which the student and parents have a meaningful opportunity to be heard and to present evidence, and to write a report of its findings of fact and conclusions. 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 within three days of the expulsion recommendation and 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 reasonably accurate and complete 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.

In preparing for and conducting the hearing, the DRC 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's prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the DRC 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. Within three calendar days after the 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 to the principal, the principal or designee attempts to notify the parents/guardians by telephone or in person of the decision. Whether or not such oral notice is accomplished, if a decision to expel is made, Everest Value sends the parents/guardians, within two calendar days, 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 provides the parents/guardians with notice 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 a hearing, the appellate 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 DRC shall not be reversed arbitrarily or capriciously.

Everest 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.

EVS 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, and will provide parents/guardians with contact information for the Los Angeles County Office of Education for support to find an alternative placement. 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 Everest Value School are given a rehabilitation plan developed by the Value Schools Board with the assistance of the principal or his or her designee, and a written notice of the procedures for seeking readmission. The rehabilitation plan includes the elements that the Value Schools Board 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 EVS, 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 he or she does not find reinstatement to be 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, if mandated by applicable legal and retirement plan requirements.

Responsible staff

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

Coverage offered

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. Everest Value School acknowledges that it must continue such participation for the duration of its existence under the same CDS code.

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. Everest Value School acknowledges that it must continue such participation for the duration of its existence under the same CDS code.

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.

As a school of choice, Everest Value School does not restrict enrollment to pupils in the Los Angeles Unified School District. Applicants will be informed of their public school attendance alternatives during the lottery and enrollment processes by referral to resources such as the LAUSD’s CHOICES brochure and website.

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).)

GENERAL PROVISIONS

Any claim, controversy or dispute between the District and Charter School arising out of or relating to this Charter, except for any claim, controversy or dispute related to the authorization (non-renewal, revision and/or revocation) of this Charter, (“Dispute”) shall be resolved pursuant to the terms of this Element 14.

Notwithstanding any other provision of law, each party shall bear and be solely responsible for all of its own attorneys’ fees, costs and expenses associated with any Dispute, including, but not limited to, any written/oral communication, meeting, Issues Conference, mediation, arbitration, administrative and/or civil action (including all levels of appeal), and no party shall be ordered to pay, or be awarded, any other party’s attorneys’ fees, costs or expenses in connection therewith, regardless of who may be deemed the prevailing party. Any fees, costs and expenses charged by a mediator or arbitrator (including all associated administration fees, costs and expenses) shall be shared equally by the parties regardless of the outcome or award. To that effect, any order or award of attorneys’ fees, costs and/or expenses, or mediator’s or arbitrator’s fees, costs or expenses (including any associated administration fees, costs and expenses), issued by a mediator, arbitrator, judicial officer (including all levels of appeal) or jury in any Dispute shall be deemed invalid as a matter of law and unenforceable by one party against the other party.

PROPOSITION 39 DISPUTES

Any Dispute related to or arising out of Education Code §47614 and/or its implementing regulations set forth in California Code of Regulations, title 5, section 11969 et seq. (“Proposition 39”), 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 all supporting facts. The Written Notification shall be tendered to the other party by personal delivery, by facsimile or e-mail, 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 or e-mail, upon electronic confirmation of receipt; or (c) if by certified mail, two (2) business days after deposit in the U.S. Mail.

Unless directed otherwise, 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
Everest Value School
c/o Value Schools
680 Wilshire Place, Ste 315
Los Angeles, CA 90005

- 2) A written response (“Written Response”) shall be tendered to the other party within fifteen (15) business days from the date of receipt of the Written Notification or other date as determined by mutual agreement of the parties. The Written Response shall be tendered to the other party by personal delivery, by facsimile or e-mail, 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 communication if delivered by 5:00 p.m., or otherwise on the business day following personal delivery; (b) if by facsimile or e-mail, upon electronic confirmation of receipt; or (c) if by certified mail, two (2) business days after deposit in the U.S. Mail.
- 3) If the Dispute has not been resolved by mutual agreement from the Written Response, 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 on which the Written Response is received by the other party or other date as determined by mutual agreement of the parties.
- 4) If the Dispute has not been resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Within fifteen (15) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties, the parties shall mutually agree upon the selection of a mediator. If the parties are unable to mutually agree upon the selection of a mediator, the mediator shall be selected from a list of mediators prepared and provided by the American Arbitration Association. Mediation proceedings shall commence within thirty (30) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties, and conclude within forty (40) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties. Unless the parties mutually agree otherwise, mediation proceedings shall be administered

in accordance with the commercial mediation procedures of the American Arbitration Association.

- 5) If the mediation is not successful, either party may then initiate a civil action. Venue for any civil action between the parties shall be the Los Angeles County Superior Court.

NON-PROPOSITION 39 DISPUTES

Any Dispute not related to or arising out of Proposition 39 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.

Unless directed otherwise 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
Everest Value School
c/o Value Schools
680 Wilshire Place, Ste 315
Los Angeles, CA 90005

- 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 or other date as determined by mutual agreement of the parties. The Written Response shall be tendered to the other party by personal delivery, by facsimile or e-mail, 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 communication if delivered by 5:00

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

- 3) If the Dispute has not been otherwise resolved by mutual agreement, 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 from the date on which the Written Response is received by the other party or other date as determined by mutual agreement of the parties.
- 4) If the Dispute has not been resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Within fifteen (15) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties, the parties shall mutually agree upon the selection of a mediator. If the parties are unable to mutually agree upon the selection of a mediator, the mediator shall be selected from a list of mediators prepared and provided by the American Arbitration Association. Mediation proceedings shall commence within thirty (30) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.
- 5) 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.

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 pursuant to the provisions set forth in the Charter Schools Act of 1992, as they may be amended from time to time. 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, by the governing board of Charter School 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 and Charter School has exhausted its revocation or non-renewal administrative appeal rights pursuant to Education Code sections 47605(j)(1) and 47607(f), or its administrative appeal rights have lapsed, or the charter school voluntarily closes at any stage of the administrative appeal process;; 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 calendar 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, 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 as or 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 Everest Value School closes, the Chief Executive Officer and Chief Financial Officer of Value Schools will serve as closure agents.

Additional Provisions

FACILITIES

Charter School shall comply with all geographic and site limitations and related requirements set forth in Education Code sections 47605.1, 47602(a), and 47605(a).

District-Owned Facilities

If Charter School is using District facilities as of the date of the submission 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.

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.

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 may be co-terminous with the approved Charter, as permitted by law. 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 non-District-owned school site and/or facility, Charter School shall ensure that the site and/or 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, and notices issued by any authorized building and safety agency. 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 shall promptly 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] or the equivalent provided through a California Joint Powers Authority self-insurance program 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 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 \$1,000,000 per occurrence/\$1,000,000 aggregate, with deductible that is acceptable to the Los Angeles Unified School District.
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 \$5,000,000 per occurrence and \$5,000,000 general aggregate.

7. Sexual Molestation and Abuse coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 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 \$5,000,000 per occurrence and \$5,000,000 general aggregate.

9. Excess/Umbrella Liability 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 and alternative methods of coverage as approved by the District. *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 calendar days of all new policies, inceptions, 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.

Fiscal Policies and Procedures

Charter School shall establish, maintain, and implement sound fiscal policies and procedures, including but not limited to internal controls governing all financial and business-related 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

Assurances, Affirmations, and Declarations

Everest Value (also referred to herein as “EVS” 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); Ed. Code § 220.)
- 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 as or by 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* section 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 (2013) (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 local control and accountability plan and annual update to the local control and accountability plan.” (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 all applicable requirements of Education Code sections 60850 – 60859, including but not limited to the requirements of sections 60851.6 and 60852.3.

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 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 core academic 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, upon request, 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 (EL) Master Plan. If Charter School chooses to implement its own EL Master Plan, the plan shall provide a detailed description of Charter School's EL program, and shall address the following:

- How Charter School's EL Master Plan provides all of its English Learners, including but not limited to Long Term English Learners (LTELs) with an effective English language acquisition program as well as meaningful and equitable access to Charter School's core academic curriculum
- How English Learners' specific 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 of an initial Charter petition, and if a renewing Charter School intends to operate as a "school of the district" for special education services, 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 applicable state law and the LAUSD Special Education Local Plan Area ("SELPA") Local Plan for Special Education and shall be considered a "public school of the District" for purposes of Special Education pursuant to Education Code Section 47641(b). However, Charter School reserves the right to make written verifiable assurances that it may become an independent local educational agency (LEA) and join a SELPA pursuant to Education Code Section 47641 (a) either on its own or with a grouping of charter school LEAs as a consortium following the requirements of Education Code section 56195.3(b).

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, SSIS 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, SSIS 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, SSIS 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, SSIS 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 (2013) (Local Control Funding Formula) and AB 484 (2013), as they may be amended from time to time, including all requirements pertaining to pupil outcomes.

STANDARDIZED TESTING

Charter School agrees to comply with state requirements for participation and administration of all state-mandated tests, including computer-based assessments. Charter School shall submit and maintain complete, accurate, and up-to-date 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 policies as it relates to charter schools adopted through Board action.²⁰

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. Charter School shall enter into all transactions and conduct business with all persons and entities at arm's length or, in the case of otherwise permissible related party transactions, in a manner equivalent to 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 of its students and employees of the name, office address, and telephone number of the designated employee or employees.

²⁰ The District is in the process of compiling a list of LAUSD policies that apply to its authorized charter schools. The list will be finalized by April 1, 2018. Charter Schools Division staff will annually review District policies and make recommendations to the LAUSD Board of Education on continued application to charter schools.

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 reasonable 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, complete, 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 governmental 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(1). 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, Office of Environmental Health and Safety, 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 ("Plan"), which must include but is not limited to provisions for building and site emergency evacuation, the acquisition and maintenance of adequate onsite emergency supplies. The Plan must include Charter School's requirements and procedures for protecting student health and safety during off-campus school-sponsored activities, including but not limited to field trips and transportation. 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, officers, and representatives, 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 school site 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.

SUICIDE PREVENTION POLICY

If Charter School serves students in grades 7-12, Charter School shall comply with the requirements of AB 2246 (2016), codified in Education Code section 215, including but not limited to the requirement that the school's pupil suicide prevention policy shall be developed in consultation with school and community stakeholders, school-employed mental health professionals, and suicide prevention experts. Charter School shall provide the CSD with a copy of its pupil suicide prevention policy for review upon request.

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 federal and state laws 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, Section 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:

- 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

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, pending the completion of the expulsion process, Charter School shall identify and provide special education programs and services at an appropriate interim educational placement determined in coordination with the LAUSD Division of Special Education.

In the case of a student who has an Individualized Education Program (“IEP”), or a student who has a Section 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 Section 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 Section 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 Section 504 Plan?

Notwithstanding and apart from 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, if mandated by 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).)

GENERAL PROVISIONS

Any claim, controversy or dispute between the District and Charter School arising out of or relating to this Charter, except for any claim, controversy or dispute related to the authorization (non-renewal, revision and/or revocation) of this Charter, (“Dispute”) shall be resolved pursuant to the terms of this Element 14.

Notwithstanding any other provision of law, each party shall bear and be solely responsible for all of its own attorneys' fees, costs and expenses associated with any Dispute, including, but not limited to, any written/oral communication, meeting, Issues Conference, mediation, arbitration, administrative and/or civil action (including all levels of appeal), and no party shall be ordered to

pay, or be awarded, any other party's attorneys' fees, costs or expenses in connection therewith, regardless of who may be deemed the prevailing party. Any fees, costs and expenses charged by a mediator or arbitrator (including all associated administration fees, costs and expenses) shall be shared equally by the parties regardless of the outcome or award. To that effect, any order or award of attorneys' fees, costs and/or expenses, or mediator's or arbitrator's fees, costs or expenses (including any associated administration fees, costs and expenses), issued by a mediator, arbitrator, judicial officer (including all levels of appeal) or jury in any Dispute shall be deemed invalid as a matter of law and unenforceable by one party against the other party.

PROPOSITION 39 DISPUTES

Any Dispute related to or arising out of Education Code §47614 and/or its implementing regulations set forth in California Code of Regulations, title 5, section 11969 *et seq.* ("Proposition 39"), 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 all supporting facts. The Written Notification shall be tendered to the other party by personal delivery, by facsimile or e-mail, 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 or e-mail, upon electronic confirmation of receipt; or (c) if by certified mail, two (2) business days after deposit in the U.S. Mail.

Unless directed otherwise, 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
Everest Value
668 South Catalina Street
Los Angeles, CA 90055

- 2) A written response (“Written Response”) shall be tendered to the other party within fifteen (15) business days from the date of receipt of the Written Notification or other date as determined by mutual agreement of the parties. The Written Response shall be tendered to the other party by personal delivery, by facsimile or e-mail, 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 communication if delivered by 5:00 p.m., or otherwise on the business day following personal delivery; (b) if by facsimile or e-mail, upon electronic confirmation of receipt; or (c) if by certified mail, two (2) business days after deposit in the U.S. Mail.
- 3) If the Dispute has not been resolved by mutual agreement from the Written Response, 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 on which the Written Response is received by the other party or other date as determined by mutual agreement of the parties.
- 4) If the Dispute has not been resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Within fifteen (15) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties, the parties shall mutually agree upon the selection of a mediator. If the parties are unable to mutually agree upon the selection of a mediator, the mediator shall be selected from a list of mediators prepared and provided by the American Arbitration Association. Mediation proceedings shall commence within thirty (30) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties, and conclude within forty (40) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.
- 5) If the mediation is not successful, either party may then initiate a civil action. Venue for any civil action between the parties shall be the Los Angeles County Superior Court.

NON-PROPOSITION 39 DISPUTES

Any Dispute not related to or arising out of Proposition 39 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.

Unless directed otherwise 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
Everest Value
668 South Catalina Street
Los Angeles, CA 90055

- 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 or other date as determined by mutual agreement of the parties. The Written Response shall be tendered to the other party by personal delivery, by facsimile or e-mail, 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 communication if delivered by 5:00 p.m., or otherwise on the business day following personal delivery; (b) if by facsimile or e-mail, upon electronic confirmation of receipt; or (c) if by certified mail, two (2) business days after deposit in the U.S. Mail.
- 3) If the Dispute has not been otherwise resolved by mutual agreement, 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 from the date on which the Written Response is received by the other party or other date as determined by mutual agreement of the parties.
- 4) If the Dispute has not been resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Within fifteen (15) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties, the parties shall mutually agree upon the selection of a mediator. If the parties are unable to mutually agree upon the selection of a mediator, the mediator shall

be selected from a list of mediators prepared and provided by the American Arbitration Association. Mediation proceedings shall commence within thirty (30) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.

- 5) 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.

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 pursuant to the provisions set forth in the Charter Schools Act of 1992, as they may be amended from time to time. 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, by the governing board of Charter School 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 and Charter School has exhausted its revocation or non-renewal administrative appeal rights pursuant to Education Code sections 47605(j)(1) and 47607(f), or its administrative appeal rights have lapsed, or the charter school voluntarily closes at any stage of the administrative appeal process;; 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 calendar 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, 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 as or 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.

Additional Provisions

FACILITIES

Charter School shall comply with all geographic and site limitations and related requirements set forth in Education Code sections 47605.1, 47602(a), and 47605(a).

District-Owned Facilities

If Charter School is using District facilities as of the date of the submission 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.

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.

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 may be co-terminous with the approved Charter, as permitted by law. 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 non-District-owned school site and/or facility, Charter School shall ensure that the site and/or 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, and notices issued by any authorized building and safety agency. 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 shall promptly 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] or the equivalent provided through a California Joint Powers Authority self-insurance program 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 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 \$1,000,000 per occurrence/\$1,000,000 aggregate, with deductible that is acceptable to the Los Angeles Unified School District.
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 \$5,000,000 per occurrence and \$5,000,000 general aggregate.
7. Sexual Molestation and Abuse coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 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 \$5,000,000 per occurrence and \$5,000,000 general aggregate.
9. Excess/Umbrella Liability 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 and alternative methods of coverage as approved by the District. *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 calendar 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.

Fiscal Policies and Procedures

Charter School shall establish, maintain, and implement sound fiscal policies and procedures, including but not limited to internal controls governing all financial and business-related 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).)