

MATERIAL REVISION TO CHARTERS OF GREEN DOT CHARTER SCHOOLS

This Material Revision to the Charters of the Green Dot charter schools (“Material Revision”), authorized by the Los Angeles Unified School District (“District”), is made between the Los Angeles Unified School District, a California public school district, and Green Dot California Public Schools “Green Dot California”, a California non-profit corporation, (“Parties”) operating the following 16 California public charter schools (collectively “Green Dot California Charter Schools” or individually “Charter School”) authorized by the District (see also Attachment A):

- Alain Leroy Locke College Preparatory Academy
- Ánimo Avalon Charter Middle School
- Ánimo Charter Middle School No.1
- Ánimo Charter Middle School No.2
- Ánimo Charter Middle School No. 3 (PSC)
- Ánimo Charter Middle School No. 4 (PSC)
- Ánimo College Preparatory Academy (Ánimo HS No.1 - Jordan)
- Ánimo Jackie Robinson Charter High School
- Ánimo Jefferson Charter Middle School
- Ánimo Pat Brown Charter High School
- Ánimo Ralph Bunche Charter High School
- Ánimo South Los Angeles Charter High School
- Ánimo Venice Charter High School
- Ánimo Watts College Preparatory Academy
- Ánimo Westside Charter Middle School
- Oscar De La Hoya Ánimo Charter HS

This Material Revision is to be read in conjunction with and shall expressly amend the individual Charters and any approved material revisions and amendments of the Green Dot California Public Schools, approved by the Los Angeles Unified School District Board of Education. The approvals of the Material Revisions to the Charters are contingent upon the incorporation of Green Dot National.

A. WHEREAS, Green Dot Public Schools is committed to continuing to serve public education in the greater Los Angeles area and intends to use its expertise to impact public education on a national level.

B. WHEREAS, Green Dot Public Schools is venturing into new regions, and has been authorized by the Achievement School District to open and operate transformation high schools and middle schools in Memphis, Tennessee, commencing in the 2014-2015 school year. Green Dot also has been authorized to open charter schools in Washington State commencing in the 2015-2016 school year.

C. WHEREAS, to effectively govern charter schools in multiple states, Green Dot intends to form a non-profit public benefit organization (“Green Dot National” headquartered

in Los Angeles) to provide national oversight to ensure consistent implementation of Green Dot’s academic and professional models; public funds are not commingled between states (funds will be maintained in separate, region-specific nonprofit organizations); laws and regulations of one region do not impact another region’s performance or sustainability; and, liability incurred in one region has little or no impact upon another region’s performance or sustainability.

D. WHEREAS, Green Dot’s existing California organization (to be renamed “Green Dot Public Schools California”) will continue to operate and oversee Green Dot’s California schools.

E. WHEREAS, Parties agree to materially revise the Charters of Green Dot Public Schools and where required, its Bylaws, to reflect changes to the Charters as noted below.

F. WHEREAS, the District and Green Dot California jointly agree to amend certain provisions in the Charters of the Green Dot California Public Schools to reflect District policy, updated District Required Language, applicable state and federal laws, statutes, and regulations.

NOW, THEREFORE, the parties hereby acknowledge the adequacy of the consideration given for this Material Revision and, notwithstanding any provision to the contrary set forth in the Charter, the parties hereto expressly agree as follows:

1. **Element 4: Governance.** Element 4 of the individual Charters of the Green Dot Charter Schools shall be amended to update, where applicable, and/or include the following provisions:

ELEMENT 4: GOVERNANCE

CA Education Code 47605 (b)(5)(D)

The governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parent involvement.

GENERAL PROVISIONS – District Required Language

As an independent charter school, Green Dot Charter School [INSERT SCHOOL NAME], 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.

Green Dot Charter School [INSERT SCHOOL NAME] shall comply with the Brown Act and the Public Records Act.

All employees and representatives of Charter School, including members of the Charter School’s governing board, members of school or governing board committees or councils, school administrators, and managers, shall comply with federal and state laws, nonprofit

integrity standards, and LAUSD’s charter school policies, regarding ethics and conflicts of interest.

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 Charter School amends its bylaws, it shall provide a copy of the amended bylaws to CSD within 30 days of adoption.

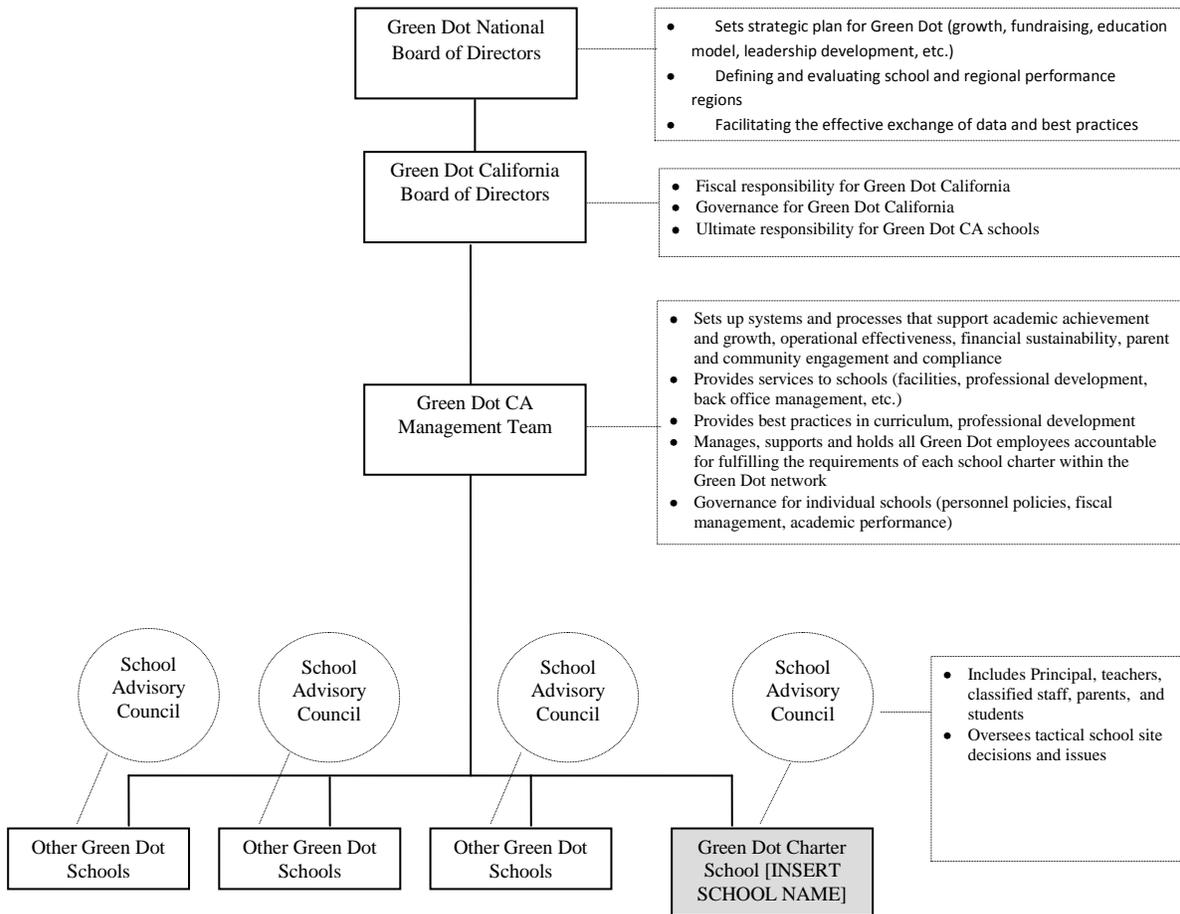
Charter School shall send to the CSD copies of all governing board meeting agendas at the same time that they are posted in accordance with the Brown Act. Charter School shall also send to the CSD copies of all board meeting minutes within one week of governing board approval of the minutes.

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

Nonprofit Public Benefit Corporation

Green Dot Charter School [INSERT SCHOOL NAME] is an independent charter school governed by Green Dot Public Schools California (“Green Dot California”), a nonprofit public benefit corporation operated per Education Code section 47604. Green Dot California is governed by the Green Dot California’s Board of Directors (“Board” or “California Board” or “California Board of Directors”) in accordance with its adopted bylaws, which shall be consistent with the terms of this charter. Green Dot Public Schools National (“Green Dot National”) oversees all of its regions and schools, and is governed by the Green Dot National’s Board of Directors (“National Board” or “National Board of Directors”). Ultimate responsibility for the governance of Green Dot Charter School [INSERT SCHOOL NAME] will rest with the California Board of Directors. Please refer to the Appendix for the articles of incorporation and bylaws of Green Dot California.

Green Dot Governing Structure



Green Dot California Board Membership

California Board members are designated by the National Board based upon nominations by an existing California Board member or by a National Board member. The California Board frequently discusses additions to its membership based on the need to add expertise and/or balance representation of the communities served by Green Dot Charter School [INSERT SCHOOL NAME] and other Green Dot California schools. Once a person is nominated for appointment to the California Board, the California Board undergoes a thorough review process including reviewing the nominee’s professional background, community involvement, and commitment to Green Dot’s mission. The California Board then submits its recommendation to the National Board. To be confirmed, nominees must be vetted and approved by the National Board. California Board members generally start with one-year terms; after that, they are up for reappointment every two years with no limitation on total terms. The National Board can, by majority vote of the quorum needed to transact business, elect to remove a California Board member if it deems that the California Board member fails

to uphold the values of the Green Dot organization. The California Board, by a majority vote of the California Board members then in office, may remove a California Board member with the written consent of the National Board. In addition, the California Board, by resolution, may declare vacant the office of a California Board member who has been declared of unsound mind by an order of court, or who has been convicted of a felony, or who has been found by final order or judgment of any court to have breached a duty under Part 2, Chapter 2, Article 3 of the California Nonprofit Corporation Law.

California Board Authority

The California Board's governance responsibilities include, but are not limited to, the following activities which may be accomplished either through empowering and supporting management or accomplished directly by the Board (as described below):

- Uphold the provisions of the charter;
- Set the strategic direction of the region;
- Ensure financial sustainability by approving the organizational budget and each campus' budget as well as monitor the budget regularly;
- Monitor and manage academic and operational performance of the region and each school;
- Hire and manage school leaders;
- Provide supports and interventions to schools to support schools in achieving performance goals;
- Review and approve the annual audit;
- Greenlight regional growth;
- Set and approve major school policies;
- Engage with Green Dot Public Schools National to license the Green Dot brand and contract for support services;
- Conduct student expulsion and employee termination appeals;
- Maintain Board operations;
- Provide consultation in areas of expertise – legal, real estate, finance, public and media relations, education, community engagement, legislation, government relations and labor relations;
- Nominate additional Board members;

- Support in fundraising efforts;
- Act as an ambassador for Green Dot and promote awareness of the organization and its successes with community leaders, funders and influencers; and
- Contract out work and take action on any matter in the event of an emergency, consistent with any limitations.

The California Board may initiate and carry on any program or activity, or may otherwise act in a manner which is not in conflict with or inconsistent with or preempted by any law, and which is not in conflict with the purposes for which schools are established. The California Board may execute any powers delegated to it by law, and shall discharge any duty imposed upon it by law, and may delegate to the California Management Team, any of those duties, as appropriate. The Board, however, retains ultimate responsibility over the performance of those powers or duties so delegated. Such delegation will: be in writing; specify the appropriate entity or persons (including, but not limited to, Management Team members) designated by the Board; describe in specific terms the authority of the Board being delegated, any conditions on the delegated authority or its exercise and the beginning and ending dates of the delegation; and require an affirmative vote of a majority of California Board members at a meeting compliant with the Brown Act.

Board Meetings

The entire California Board meets on at least a quarterly basis. All Board meetings are open to the public. Meeting notices and agendas will be made available and posted to the public prior to board meetings (both on the Green Dot website and physically in schools' main offices). For all regularly scheduled meetings, an agenda will be posted 72 hours in advance, on the main entrance of the Green Dot Home Office at 1149 S. Hill St., Ste. 600, Los Angeles, CA 90015. Board actions are recorded in meeting minutes and copies made available to the public via the Green Dot website. The public may request Board records by calling Green Dot's Home Office at (323) 565-1600 or via email at info@greendot.org.

Quorum and Motion Requirements

A majority of the voting members of the California Board shall constitute a quorum of the Board, which is necessary for the Board to transact business. All motions, in order to pass, need positive action by at least a majority of the required quorum at any meeting.

Board Action (Voting) Requirements

1. The Board may only take action on items formally listed on the Board agenda, except as authorized by law.
2. When there is a tie vote on the agenda topic under consideration, the item may be resubmitted to the Board at its next properly noticed meeting.

Abstention

To the extent consistent with all applicable laws and the Board Bylaws, Robert's Rules of Order is the parliamentary law of all Board proceedings and committees (including abstention); provided, however, that the failure to follow Robert's Rules of Order at any meeting shall not affect the validity of any otherwise compliant Green Dot California Board action.

Teleconference Meetings

Members of the California Board may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

1. At a minimum, a quorum of the members of the Board shall participate in the teleconference meeting from locations within the boundaries of the territory in which Green Dot California operates;
2. All votes taken during a teleconference meeting shall be by roll call;
3. If the Board elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
4. All locations where a member of the Board participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;
5. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board directly at each teleconference location; and
6. The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.

TITLE IX, SECTION 504, AND UNIFORM COMPLAINT PROCEDURES – District Required Language

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

Charter School shall adopt and publish complaint procedures providing for prompt and equitable resolution of student and employee complaints alleging any action which 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 Green Dot Charter School [INSERT SCHOOL NAME] 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 all applicable requirements of Cal. Admin. Code, tit. 5, §§ 4600 *et seq.*

Charter School shall adhere to all applicable federal and state laws and regulations regarding pupil fees, including Cal. Educ. Code sections 49010 – 49013, and extend its uniform complaint procedure to complaints filed pursuant to Cal. Educ. Code section 49013. Charter School shall extend its uniform complaint procedure to complaints pursuant to the local control funding formula. (Cal. Educ. Code section 52075).

LEGAL AND POLICY COMPLIANCE

Green Dot Charter School [INSERT SCHOOL NAME] shall comply with all applicable federal and state laws and regulations, and District policy as it relates to charter schools.

RESPONDING TO INQUIRIES

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

If an allegation or other evidence of waste, fraud, abuse, or other material violation of law related to Charter School's operations is received or discovered by the District, Charter School shall cooperate with any resulting investigation undertaken by the District and/or the Office of the Inspector General Investigations Unit.

NOTIFICATION OF THE DISTRICT

Green Dot Charter School [INSERT SCHOOL NAME] shall notify the Charter Schools Division in writing of any citations or notices of workplace hazards, investigations by outside regulatory or investigative agencies, lawsuits, or other formal complaints, within one week of

receipt of such notices by Green Dot Charter School [INSERT SCHOOL NAME]. Charter School shall also notify the CSD in writing of any internal investigations within one week of commencing investigation.

TRANSFER OF STUDENT RECORDS

When a student transfers for any reason from Charter School to any other school, Charter School shall transfer the student's complete cumulative record within 10 school days of receiving a records request from the receiving school. In the event Charter School closes, Charter School shall comply with the student records transfer provisions in Element 16.

Management Team

Green Dot California's Management Team is responsible for the majority of the policy setting decisions, including but not limited to the following: develop general policies of the school; recommend and monitor the school's annual budget; ensure operation of the school in accordance with the charter and the law; and hiring the school's principal. In addition, the Management Team is responsible for setting up systems and processes that support academic achievement and growth, operational effectiveness, financial sustainability, parent and community engagement, and compliance across the network of schools. The California Management Team is required to manage, support and hold accountable all Green Dot California employees to fulfill the requirements of each charter petition within the Green Dot California network.

Members of the Management Team are selected by Green Dot California's Chief Executive Officer as authorized by the Board. The Management Team includes leaders that are Cluster Director-level and above (e.g., Chief Executive Officer and Chief Financial Officer). The Management Team meets weekly to focus on key issues dealing with Green Dot Charter School [INSERT SCHOOL NAME] and other Green Dot California schools. Management Team members meet with the Principal on at least a monthly basis to discuss topics such as: school performance, student academic success, school operations, financial management, reporting, etc. This regular feedback helps ensure that Green Dot Charter School [INSERT SCHOOL NAME] meets its targets and is continually improving.

Composition of Management Team

Marco Petruzzi – Chief Executive Officer, Green Dot National

Marco Petruzzi is the Chief Executive Officer of Green Dot National. He originally joined Green Dot as President and Chief Operating Officer in January 2007. Prior to Green Dot, Mr. Petruzzi founded r3 school solutions, an organization that provided management and administrative services to charter management organizations. Prior to founding r3 school solutions, he was a Vice President at Bain & Co., a global management consulting firm. Mr. Petruzzi has fifteen years of consulting experience working with top management of major international groups in corporate and product-market strategy, channel management, pricing strategy, commercial organization, operations, R&D management and supply chain management assignments, in the USA, South America, and Europe. Prior to joining Bain & Company, Mr. Petruzzi also worked at McKinsey & Co. and for Enichem Americas, a petrochemical trading company based in New York. Mr. Petruzzi earned a B.S. in Industrial

Engineering at Columbia University, where he also earned an M.B.A. He has extensive international experience, having lived in six different countries, and is fluent in four languages (English, Spanish, Portuguese and Italian). Mr. Petruzzi, an active community member, is married and has two children, both attending public schools.

Dr. Cristina De Jesus – Chief Executive Officer, Green Dot California

Dr. Cristina De Jesus is the Chief Executive Officer of Green Dot California. She has been a member of the Green Dot Team since 2002, and served as Green Dot's President and Chief Academic Officer for the last five years. As President and Chief Academic Officer, she oversaw all of Green Dot's academic programs, curriculum development, human capital and training programs for administrators and teachers and led the charge to create Green Dot's nationally-recognized teacher development and evaluation system. She also oversaw school operations, human resources, IT and data systems. She plays an integral role in the collaboration with Green Dot's Board of Directors and Green Dot's Teachers' Union. Most recently, she has been part of the core team working on Green Dot's plans to expand nationally.

Dr. De Jesus joined Green Dot as the founding principal at *Ánimo Inglewood Charter High School*, Green Dot's second school. Four years later, she became Green Dot's Vice President of Curriculum and Instruction, serving in that role for two years before being named Chief Operating Officer.

She was an English and History teacher for seven years in the Santa Monica/Malibu School District and earned National Board Certification in Early Adolescent/English Language Arts, an advanced teaching credential awarded to only a small fraction of our nation's teachers.

Dr. De Jesus has earned a Masters of Education, a Masters of Education Administration, and recently earned her doctorate in Educational Leadership from UCLA. She has helped build the foundation of Green Dot's success with a role in nearly every initiative and undertaking to boost student achievement.

Sabrina Ayala – Chief Financial Officer, Green Dot National

Sabrina Ayala is the Chief Financial Officer of Green Dot National and is responsible for managing all financial aspects, including financial strategy, budgets, cash management, accounts receivables, accounts payable, facility financing and purchasing. She brings to Green Dot ten years of Wall Street experience. Prior to joining Green Dot in 2006, Ms. Ayala was an Institutional Equity Trader with Merrill Lynch, a Valuation and Compensation Consultant with Stern Stewart & Co. and an Investment Banker with Kidder, Peabody & Co. All were based in New York City. Her areas of expertise include natural resources, cyclical chemical industries, consumer products, REITS and arbitrage. Ms. Ayala, an Eli Lilly Scholar, received her MBA from the Kellogg School of Management in 2002 with majors in Finance and Entrepreneurship. Her Bachelor of Science degree in Finance, with minors in Accounting and Sports Management, is from Northern Illinois University, where she graduated with honors, cum laude and Outstanding Woman Graduate of the Year.

Composition of Green Dot California Board of Directors

Kevin Reed – Board Chairman, Vice Chancellor of Legal Affairs at UCLA

As Vice Chancellor-Legal Affairs, Kevin S. Reed oversees UCLA's provision of campus-wide legal services, counseling, advice, assistance and litigation. He also supervises the provision of ombuds services, the prevention of sexual harassment and compliance with Title IX. A civil rights lawyer by training, Reed joined UCLA in March 2008, after serving as general counsel of the Los Angeles Unified School District (LAUSD), the nation's second largest school district. In nearly five years there, he directed LAUSD legal affairs, conducted litigation for the district and oversaw the work of 40 outside law firms and 40 in-house attorneys. Prior to joining LAUSD, Reed spent nearly 8 years in a boutique litigation firm, which followed six years as the managing attorney for the western regional office of the NAACP Legal Defense and Educational Fund, Inc., in Los Angeles.

Reed's career has engaged him in a broad range of legal issues — from authoring billions of dollars in voter-approved school bond measures, to defending the use of a probabilistic seismic hazard model to estimate earthquake losses, to election law, to employment, labor and government law. He led collective bargaining at LAUSD and was a principal architect of a pathbreaking "pilot school" agreement with the LAUSD teacher's union. His career has focused on constitutional issues and civil rights, from his days litigating police abuse and housing discrimination cases to his work with the school district's historic efforts to relieve overcrowding at schools in low-income neighborhoods, to his current work advising the UCLA senior leadership in their efforts to foster diversity and create opportunities for underrepresented minorities in one of the nation's premier public universities.

Reed remains committed to public education, serving on the Board of Directors of ExED, an organization dedicated to helping launch and professionally manage public charter schools and the Local Advisory Board of Education Pioneers, a national group focused on fostering professional talent for public education management. He also serves as one of UCLA's representatives on the governing council of the UCLA Community School, a parent- and teacher-led LAUSD pilot school in the Robert F. Kennedy Community Schools Complex. Reed received his J.D. degree, cum laude, from Harvard Law School and his B.A. with distinction, from the University of Virginia. He is a member of the California, New York and Massachusetts state bars.

Dr. Jon P. Goodman – Former President of Town Hall Los Angeles

Dr. Jon P. Goodman, President of Town Hall Los Angeles, has occupied several leadership positions in projects designed to strengthen the LA region, as well as in academia and business outside of California. Under her leadership, Town Hall Los Angeles has once more become the venue of choice for world leaders in business, politics and culture. Since becoming President in 2005, the number of Town Hall events has risen more than 300% with a comparable audience increase; its podium has been the medium for major policy addresses from US Senators to heads of the Fortune 500.

As Executive Director of the EC₂ Incubator at University of Southern California's Annenberg Center, Dr. Goodman built and led the nation's first new media incubator. Before founding EC₂, she was the Director of the Entrepreneur Program at USC where she led it to the top-five

national rankings. In that position, she developed the first entrepreneurial programs in South Los Angeles High Schools including Rosemead High School, Downey High School and Manual Arts High School. Dr. Goodman created the first direct business assistance program in South Los Angeles—The University Community Outreach Program/Business Expansion Network. She was a Founding Director of the Digital Coast Roundtable, has served as the Chair of the Los Angeles Venture Forum, and is currently a board member of Sage Publications, Inc., and Green Dot Public Schools.

Before relocation to Los Angeles, Dr. Goodman served as research professor and founder/Director of the University of Houston/Gulf Coast Small Business Development Center at the Bauer College of Business Administration, Strategy and Microeconomics from the University of Georgia. Throughout her career, she has been consistently recognized as an innovative, creative and committed leader. She was selected by *Wired* magazine as one of the 20 people in the nation who will help form the future of the entertainment industry and by the *Los Angeles Times* as one of the 10 most influential people on the region's technology business.

Salina Joiner – President of the Asociacion de Maestros Unidos

Salina is the President of the Asociacion de Maestros Unidos (AMU), the union that represents the teachers and counselors of Green Dot Public Schools. Prior to leading AMU, Ms. Joiner was an English teacher at Green Dot for 6 years. Before working at Green Dot, Ms. Joiner worked at College Summit, a nonprofit organization that partner with high schools and universities to send more students to college. In addition, Ms. Joiner participates in multiple civic causes across the city and has received multiple awards in recognition for her leadership. She graduated from the University of Southern California with a B.A. in International Relations magna cum laude.

Dr. Ref Rodriguez – President and CEO of Partners for Developing Futures

Dr. Ref Rodriguez is President and CEO of Partners for Developing Futures (Partners). Partners is a social venture investment and technical assistance provider that targets high-potential, early-stage minority-led charter schools and charter school networks that serve underserved students. Prior to joining Partners, Dr. Rodriguez was Co-Chief Executive Officer of Partnerships to Uplift Communities (PUC), a charter school management organization serving communities in the Northeast San Fernando Valley and Northeast Los Angeles.

During his tenure, PUC developed 10 schools and became a well-regarded charter management organization in California. Dr. Rodriguez's original inspiration for starting a charter school was to offer high quality learning experiences for youth in the predominantly Latino working class community where he grew up. His outrage for being considered "fortunate" for having graduated from college because of his socio-economic background is what drives him to create and support schools where college graduation is an expectation for all. He currently serves on the Boards of Partnerships to Uplift Communities, Green Dot Public Schools, Education Pioneers-Los Angeles, and the Alliance for a Better Community.

Peter Scranton – Former Venture Capitalist

Peter Scranton has been developing early stage venture companies including an entrepreneurial venture partnership in retail marketing and a business service company dedicated to building employee engagement and productivity. Prior to developing venture opportunities, Mr. Scranton worked on client strategy, capital development, community assessment and feasibility and development planning for healthcare and science projects focusing on university and research institutions for Jensen + Partners, a project and construction management firm specializing in large scale institutional facilities in the healthcare, science and technology sectors.

Mr. Scranton was a principal in the Atlantic Advisory Group concentrating on strategic alliances, process management and raising capital for high tech and internet companies. He has been involved with digital content, online financial services and wireless initiatives. Previously, Mr. Scranton developed a company that provided policy analysis via the Web and advised edutainment companies, based on more than a decade of experience in the entertainment industry.

Mr. Scranton has been instrumental in program development in the non-profit field from conferences for the Council on Foundations to programming for several non-profit organizations.

As chairman of a private foundation and an international non-profit organization, Mr. Scranton initiated and developed strategic planning, organizational systems, capital planning and capital development. He earned an M.A.O.M from Antioch University and a Bachelor of Arts from Yale University.

Bradley Tabach-Bank – President of Beverly Loan Company & New York Loan Company

Bradley Tabach-Bank was born and raised in Los Angeles. Mr. Tabach-Bank has been practicing law in Los Angeles since 1970 and currently splits his time between RP Realty Partners where he is in-house General Counsel and Beverly Loan Company which he owns with his son. Prior to joining RP in 2005, Mr. Tabach-Bank, was Counsel to Reish, Luftman, Reicher & Cohen from 2003 to 2005. From 1982 to 2003, Mr. Tabach-Bank was a principal of the law firm Tabach- Bank & Levenstein. Mr. Tabach-Bank was named a Real Estate Super Lawyer by Los Angeles Magazine in 2005, 2006 and 2007. Mr. Tabach-Bank has served on a number of charitable and educational boards and committees, including UCLA Live (Executive Committee), Vista Del Mar Child and Family Services (former Chair), Hebrew Union College, University of Southern California's Center for the Study of Jews in American Life, Jewish Federation Committee for Support of the Vulnerable, and the Israel Cancer Research Fund, which honored him as its Humanitarian of the Year in 2005. Mr. Tabach-Bank was also honored by the Pancreatic Cancer Action Network in 2007. Mr. Tabach-Bank holds a Bachelor of Arts degree from the University of California at Berkeley and a Juris Doctor degree from Cornell University Law School.

Gilbert Vasquez – Managing Partner at Vasquez & Company, LLP

Mr. Gilbert R. Vasquez is the Managing Partner of the certified public accounting firm of Vasquez & Company LLP. Since 1967, he has managed and directed a successful practice in

public accounting, auditing, taxation, and financial consulting. Mr. Vasquez was a Chapter 7 Panel Trustee in the Central District of California, handling in excess of 3,000 bankruptcy cases annually. He has also served as a Chapter 11 Trustee, a Bankruptcy Examiner and a Receiver.

Mr. Vasquez is recognized as a prominent Certified Public Accountant, community leader and entrepreneur. He is a member in good standing with the American Institute of Certified Public Accountants and the California Society of CPAs. He is a past president of the California Board of Accountancy, the organization that licenses and regulates CPAs in California. He was the founder and past president of the Association of Latino Professionals in Finance and Accounting (ALPFA) – the most successful professional Latino association in the United States of America. He currently sits on its Corporate Advisory Board.

Mr. Vasquez was an executive board member of the 1984 Olympic Organizing Committee and currently serves as a board member on its successor organization, the LA84 Foundation. Mr. Vasquez also continues to serve as a board member of the Tomas Rivera Policy Institute, Manufacturers Bank, Promerica Bank, and Entravision Communications Corporation. He is also the Vice Chairman and one of the founding board members of the Latino Business Chamber of Greater Los Angeles. He has been a member of various Boards of Directors including the California State University Los Angeles Foundation, United Way of Los Angeles, Los Angeles Metropolitan YMCA, Congressional Hispanic Caucus, Los Angeles Area Chamber of Commerce, National Association of Latino Elected and Appointed Officials, and the National Council of La Raza. Other past corporate board appointments include Verizon (formerly) GTE of California, Glendale Federal Bank and Blue Cross of California.

Mr. Vasquez has received many honors including: the Mexican American Legal Defense and Education Fund Achievement Award, the Coca Cola Golden Hammer Award, and the Citizen of the Year by the Northeast Chapter of the American Red Cross. He also received recognition from the California State University of Los Angeles as one of the 40 outstanding luminaries for his exemplary service to the University on their 40th Anniversary and the YMCA of Metropolitan Los Angeles' Golden Book of Distinguished Service Award – the highest honor the YMCA bestows.

Mr. Vasquez received his Bachelor of Science in Business Administration, Major in Accounting from the California State University, Los Angeles.

Larry Wasserman – Chief Financial Officer of DreamWorks Studios

Since 2008, Larry Wasserman has served as Chief Financial Officer for DreamWorks Studios overseeing all financial activities and several divisions of the independent film studio. He previously served DreamWorks as a Vice President/Senior Vice President for Finance and Operations and Divisional CFO after the company's acquisition by Viacom. He also developed and implemented new processes and procedures for film green lighting, project spending tracking, and strategic planning as part of integration with Paramount Pictures and Viacom.

Previously, Mr. Wasserman was Director of Business Development and Strategic Planning, Motion Picture Group for Universal Studios where he constructed complex financial models for new film projects, joint ventures, distribution platforms, technologies and film financing by outside investors.

Mr. Wasserman graduated cum laude from Harvard University with a Bachelor of Arts degree in environmental science and public policy, June 1997. He also earned a Master of Business Administration degree from Harvard Business School.

School Administration

Green Dot Charter School [INSERT SCHOOL NAME]'s Principal is responsible for the school's administration and is accountable first to Green Dot California's Management Team and ultimately to the California Board. Additionally, a School Advisory Council ("SAC") comprised of Green Dot Charter School [INSERT SCHOOL NAME]'s Principal, teachers, staff members, and community members exists to advise on school-site decisions.

School Advisory Council

The SAC reviews the school's strategic plan, monitors its implementation throughout the year, and provides numerous opportunities for students and parents to contribute to the school's operations and growth. The SAC may recommend modifications to the strategic plan to reflect changing needs and/or priorities. The SAC may provide input on: curricula and instructional strategies, staff professional development, the school budget, parent involvement, staff stipends, and the school calendar.

The SAC meets monthly and is led by the Principal. The SAC also includes teachers, classified staff members, parents, and students. Teachers and classified staff members are nominated or volunteer to serve on the SAC. Parents can volunteer and earn service hours for their participation. Students are selected from the school's Student Council.

Parent Involvement and Communication

Parents are integral contributors to the educational process, and their perspectives are sought to develop school policies and address school issues. Outside of the School Advisory Council (SAC) and the District English Language Advisory Council, all other parent meetings are informative and open to all parents. Communication with parents about school programs and events occurs regularly and through a variety of channels, such as: parent-teacher conferences, open houses, parent information nights, newsletters, flyers, postings at the school, the school website, and phone messages.

2. **Element 8: Admission Requirements.** Element 8 of the individual Charters of the Green Dot California Charter Schools shall be amended to update, where applicable, and/or include the following provisions:

"Student Recruitment

The Charter School is committed to serving all students, including low-income, economically disadvantaged students and educationally disadvantaged students. As with other Green Dot schools, Charter School tailors its student recruiting efforts and

student enrollment processes to attract all students from the communities in which it serves. All of the methods outlined in Element 7, Means to Achieve Racial and Ethnic Balance, are reflective of this mission. Specific activities that will be employed by the Charter School include:

- The use of English and Spanish collateral and materials;
- Extensive grassroots marketing; and
- Simple, easy-to-use and easy-to-understand forms and brochures.

Intent to Enroll

Each party interested in enrolling at Charter School will be asked to complete a lottery form requesting contact information. If the number of completed lottery forms exceeds the grade-level capacity, a random, public lottery will determine enrollment. Written information about the school and the lottery shall be available to each interested party. No test or assessment shall be administered to applicants prior to acceptance and enrollment into the school.

Open Enrollment Period

The Charter School anticipates that the open enrollment period will occur during the fall and spring of each year, with the lottery taking place (if necessary) no later than June 30th. The lottery will be held at the school or a large community center, church, auditorium, or any public venue capable of seating all applicants comfortably. The lottery will take place on a weekday evening or weekend morning to help ensure all interested parties can attend.

Lottery Preferences

Existing students will be exempt from the public random drawing. Preference shall be given to:

- Students with siblings currently attending Charter School (after year one)
- Students whose families provided volunteer help in establishing the school (“founding families”)¹
- Students of any Green Dot California Charter School or Charter School employee not to exceed 10%
- Students who live within LAUSD boundaries per Education Code section 47605(d)(2)(B)
- If the school is a conversion school, preference shall also be given to students that reside within the former attendance area of the charter school.

For Alain LeRoy Locke College Preparatory Academy only, Green Dot will admit all students who reside in the attendance boundary. All students will be enrolled in the 9th grade academy and will select which of the three 10th-12th grade academies they

¹ This preference will not exceed 10% of Charter School’s total enrollment. The Charter School will comply with the “Founding Parents/Founders Preference” in LAUSD’s Policy for Charter School Authorizing (revised February 7, 2012) for schools established after the revision date.

would like to enroll in. If any particular academy has more students than space available, there will be a public lottery as described below.

Lottery Procedures

At the lottery, a presentation will be made in English and Spanish to all interested parties about the lottery process and rules. The school may choose to conduct the lottery using an automated online system to ensure that the process is fair and equitable for all participants. If the school uses a manual system, it will follow these procedures:

- Each applicant's name and birthdate will be put on a card. Each card will be identical in size, shape and weight.
- The cards will be put into a container or lottery device that will mix them.
- The cards will be drawn from the container randomly.
- Two separate observers will collect lottery cards and enter the results into an electronic database. The database will be double checked to the physical cards to ensure accuracy.

In both the automated online and manual lotteries, applicants will be admitted to the school in the order they are drawn, up to the grade level capacity. The school reserves the right to select more than the applicable 6th grade or 9th grade capacity for admission to ensure the school's overall enrollment is stable as long as the increase would not require a material revision to the charter (more than 20% or 100 students, whichever is less, above the enrollment capacity). Should the Principal elect to enroll more students than the grade level capacity, an announcement will be made at the lottery and additional students will be enrolled based on the lottery and the methods described. All lottery cards and databases will be kept on file by the school or Green Dot.

After the acceptance list is set, a waitlist will be created and maintained. Should vacancies occur, admission will be offered to applicants on the waitlist in the order their names appear.

Communication

The acceptance list and waitlist will be made public as soon as practicable, posted in public locations. Parents/guardians of applicants on the enrollment list and waitlist will also receive letters or phone calls from Green Dot California employees. Parents/guardians of applicants that submitted a lottery form will receive a notification letter sent to the address indicated on the form. The letter will indicate whether the child was accepted or waitlisted, and, if waitlisted, the number on the waitlist for the applicant. For students identified on the acceptance list, the letter will include steps the parents/guardians of the applicants must take to enroll the applicant in the school.

If vacancies should arise during the school year, the school will notify parents/guardians of applicants on the waitlist. Typically, multiple separate phone calls on different days are made, with accompanying documentation. If parents/guardians of applicants do not respond within ten calendar days, the applicant

will be removed from the waitlist and the next applicant's parents/guardians will be contacted."

Public School Choice ("PSC") Schools

On May 24, 2011, the Governing Board of the Los Angeles Unified School District approved the material revisions for *Ánimo Charter Middle School No. 3* and *Ánimo Charter Middle School No. 4* to allow the schools to become Public School Choice operators at the former Clay Middle School site, with specific conditions.

For *Ánimo Charter Middle School No. 3* and *Ánimo Charter Middle School No. 4* only, any language regarding "admitting all students" and any other contrary preference language shall be deleted and replaced with the following:

"*Ánimo Charter Middle School No. 3* and *Ánimo Charter Middle School No. 4* agree that the student composition at a new or underperforming school will be reflective of the student composition at the schools it is intended to relieve (in terms of demographics, including but not limited to race/ethnicity, gender, socio-economic status, English Learners, Standard English Learners, students with disabilities, foster care placement), with ongoing review mechanisms in place to ensure retention and student composition at each school continues to reflect that of the overall school community.

In accordance with the Attendance Boundary State Waiver for Public School Choice, *Ánimo Charter Middle School No. 3* and *Ánimo Charter Middle School No. 4* agree to provide first choice attendance to resident students including students with disabilities from the corresponding attendance boundary established by the District if selected to operate a Public School Choice campus. Thereafter, any remaining available seats will be filled with any student who wishes to attend the PSC campus pursuant to the requirements of Sections 47605(d) the California Charter Schools Act. The District's waiver of Education Code section 47605(d)(1) and 47605(d)(2)(A) from the State Board of Education codifies these requirements.

While PSC independent charter schools can initiate a lottery and/or enroll students outside the school's attendance boundary at any time, *Ánimo Charter Middle School No. 3* and *Ánimo Charter Middle School No. 4* further agree not to refuse any resident students unless the resident enrollment exceeds the District's established maximum enrollment for the school in question. *Ánimo Charter Middle School No. 3* and *Ánimo Charter Middle School No. 4* understand and accept that the attendance boundary configuration is subject to change at the discretion of Los Angeles Unified School District and that the maximum number of resident student enrollment will be defined for a period of five years and that the requisite number will equal the

planning capacity for the Public School Choice campus based on 2009-10 District norms.

If a parent or guardian no longer wants their child to attend an independent PSC charter school, *Ánimo Charter Middle School No. 3* and *Ánimo Charter Middle School No. 4* also agree to adhere to the District's "Enrollment Process for Charter Schools Selected to Operate a Public School Choice School." The "opt-out" decision is only valid for one academic school year. Once a parent has exercised his/her right to opt-out, he/she is unable to re-enroll the child in the charter school for the remainder of the school year, unless there is capacity at the school as designated by LAUSD and term of the charter. At the completion of each academic school year, parents have the opportunity to enroll their student at their neighborhood school again.

Ánimo Charter Middle School No. 3 and *Ánimo Charter Middle School No. 4* shall maintain records of their enrollment procedures documenting that students from the designated attendance areas have been offered enrollment in the charter school prior to any other students being accepted. These records shall be made available to the District upon request."

3. **Updated District Required Language.** The individual Charters of the Green Dot California Charter Schools shall be amended to include and incorporate the attached District Required Language identified herein as Attachment A.
4. The Charter School warrants that it is/is operated by a non-profit corporation in good standing in the State of California.
5. All other provisions of the Charter shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Material Revision to be duly executed and delivered in their respective names by their authorized representatives as of the date set forth below.

DATED: May____, 2014

GREEN DOT CALIFORNIA PUBLIC SCHOOLS

By: _____

Title: _____

Authorized Representative of Green Dot California Public Schools

DATED: May____, 2014

LOS ANGELES UNIFIED SCHOOL DISTRICT
("District")

By: _____

Title: _____

Authorized Representative of Los Angeles Unified School District

Attachments:

- A. List of LAUSD authorized Green Dot California Public Schools and charter terms
- B. District Required Language for Independent Charter School Petitions (New and Renewal) and Material Revisions 2013-2014, October 25, 2013.

ATTACHMENT A

Attachment A
Information about Animo Charter Schools

<u>LOC</u>	<u>SCHOOL NAME</u>	Approved Maximum Projected Enrollment	BM	ESC	School Type	Co-Location
8087	ALAIN LEROY LOCKE COLLEGE PREPARATORY ACADEMY merged with Animo Locke 2(8088) & 3 (8733)	2,500	7	S	Conversion Independent	
5183	ANIMO CHARTER MIDDLE SCHOOL #2	540	7	S	Start-up Independent	
5181	ANIMO CHARTER MIDDLE SCHOOL #3 (PSC)	595	1	W	Start-up Independent	Clay MS (8099)
5180	ANIMO CHARTER MIDDLE SCHOOL #4 (PSC)	595	1	W	Start-up Independent	Clay MS (8099)
7693	ANIMO COLLEGE PREPARATORY ACADEMY (ANIMO HS#1-JORDAN)	800	7	S	Start-up Independent	Jordan SH (8721)
8818	ANIMO JACKIE ROBINSON CHARTER HIGH SCHOOL	500	2	E	Start-up Independent	Clinton MS (8062)
5981	ANIMO JEFFERSON CHARTER MIDDLE SCHOOL	540	5	E	Start-up Independent	
8504	ANIMO PAT BROWN CHARTER HIGH SCHOOL	600	7	S	Start-up Independent	
8817	ANIMO RALPH BUNCHE CHARTER HIGH SCHOOL	850	5	E	Start-up Independent	
8505	ANIMO SOUTH LOS ANGELES CHARTER HIGH SCHOOL	600	1	W	Start-up Independent	
8503	ANIMO VENICE CHARTER HIGH SCHOOL	600	4	W	Start-up Independent	Broadway EL (other agreement)

Attachment A
Information about Animo Charter Schools

<u>LOC</u>	<u>SCHOOL NAME</u>	Approved Maximum Projected Enrollment	BM	ESC	School Type	Co-Location
8822	ANIMO WATTS COLLEGE PREPARATORY ACADEMY	500	7	S	Start-up Independent	
5980	ANIMO WESTSIDE CHARTER MIDDLE SCHOOL	540	4	W	Start-up Independent	Cowan EL (3260)
8827	OSCAR DE LA HOYA ANIMO CHARTER HIGH SCHOOL	600	2	E	Start-up Independent	

Attachment A
Information about Animo Charter Schools

<u>LOC</u>	<u>SCHOOL NAME</u>	<u>Start Date</u>	<u>Exp Date</u>	<u>Grade Level</u>	<u>Initial approval</u>	<u>Renewal</u>
8087	ALAIN LEROY LOCKE COLLEGE PREPARATORY ACADEMY merged with Animo Locke 2(8088) & 3 (8733)	7/1/2013	6/30/2018	9 - 12	09/11/07	02/12/13
5183	ANIMO CHARTER MIDDLE SCHOOL #2	7/1/2011	6/30/2016	6 - 8	01/04/11	
5181	ANIMO CHARTER MIDDLE SCHOOL #3 (PSC)	7/1/2011	6/30/2016	6 - 8	01/04/11	
5180	ANIMO CHARTER MIDDLE SCHOOL #4 (PSC)	7/1/2011	6/30/2016	6 - 8	01/04/11	
7693	ANIMO COLLEGE PREPARATORY ACADEMY (ANIMO HS#1-JORDAN)	7/1/2011	6/30/2016	9 - 12	05/24/11	
8818	ANIMO JACKIE ROBINSON CHARTER HIGH SCHOOL	7/1/2011	6/30/2016	9 - 12	03/07/06	01/04/11
5981	ANIMO JEFFERSON CHARTER MIDDLE SCHOOL	7/1/2010	6/30/2015	6 - 8	04/06/10	
8504	ANIMO PAT BROWN CHARTER HIGH SCHOOL	7/1/2014	6/30/2019	9 - 12	04/13/04	12/17/13
8817	ANIMO RALPH BUNCHE CHARTER HIGH SCHOOL	7/1/2011	6/30/2016	9 - 12	03/07/06	01/04/11
8505	ANIMO SOUTH LOS ANGELES CHARTER HIGH SCHOOL	7/1/2014	6/30/2019	9 - 12	10/28/03	12/17/13
8503	ANIMO VENICE CHARTER HIGH SCHOOL	7/1/2014	6/30/2019	9 - 12	04/13/04	12/17/13

Attachment A
Information about Animo Charter Schools

<u>LOC</u>	<u>SCHOOL NAME</u>	<u>Start Date</u>	<u>Exp Date</u>	<u>Grade Level</u>	<u>Initial approval</u>	<u>Renewal</u>
8822	ANIMO WATTS COLLEGE PREPARATORY ACADEMY	7/1/2011	6/30/2016	9 - 12	03/07/06	01/04/11
5980	ANIMO WESTSIDE CHARTER MIDDLE SCHOOL	7/1/2010	6/30/2015	6 - 8	04/06/10	
8827	OSCAR DE LA HOYA ANIMO CHARTER HIGH SCHOOL	7/1/2013	6/30/2018	9 - 12	5/27/2003	02/12/13

Attachment A
Information about Animo Charter Schools

<u>LOC</u>	<u>SCHOOL NAME</u>	2013 API	2012 API	API Rank	Similar Schools Rank
8087	ALAIN LEROY LOCKE COLLEGE PREPARATORY ACADEMY merged with Animo Locke 2(8088) & 3 (8733)	681	674	2	1
5183	ANIMO CHARTER MIDDLE SCHOOL #2				
5181	ANIMO CHARTER MIDDLE SCHOOL #3 (PSC)	684	656	1	3
5180	ANIMO CHARTER MIDDLE SCHOOL #4 (PSC)	629	594	1	
7693	ANIMO COLLEGE PREPARATORY ACADEMY (ANIMO HS#1-JORDAN)	638	527	1	2
8818	ANIMO JACKIE ROBINSON CHARTER HIGH SCHOOL	753	774	6	10
5981	ANIMO JEFFERSON CHARTER MIDDLE SCHOOL	729	717	2	4
8504	ANIMO PAT BROWN CHARTER HIGH SCHOOL	799	795	7	10
8817	ANIMO RALPH BUNCHE CHARTER HIGH SCHOOL	712	691	2	5
8505	ANIMO SOUTH LOS ANGELES CHARTER HIGH SCHOOL	697	709	3	8
8503	ANIMO VENICE CHARTER HIGH SCHOOL	765	784	7	10

Attachment A
Information about Animo Charter Schools

<u>LOC</u>	<u>SCHOOL NAME</u>	2013 API	2012 API	API Rank	Similar Schools Rank
8822	ANIMO WATTS COLLEGE PREPARATORY ACADEMY	633	616	1	5
5980	ANIMO WESTSIDE CHARTER MIDDLE SCHOOL	794	817	6	
8827	OSCAR DE LA HOYA ANIMO CHARTER HIGH SCHOOL	738	744	5	8

Attachment A
Information about Animo Charter Schools

<u>LOC</u>	<u>SCHOOL NAME</u>	<u>SPF</u>	<u>AGT ELA</u>	<u>AGT Math</u>	<u>AGT Algebra 1</u>	<u>AGT Algebra 2</u>
8087	ALAIN LEROY LOCKE COLLEGE PREPARATORY ACADEMY merged with Animo Locke 2(8088) & 3 (8733)	Service and Support	3.1 Gray		4.1 Green	4.9 Blue
5183	ANIMO CHARTER MIDDLE SCHOOL #2					
5181	ANIMO CHARTER MIDDLE SCHOOL #3 (PSC)	Service and Support	4.5 Green	4.0 Green	2.5 Gray	
5180	ANIMO CHARTER MIDDLE SCHOOL #4 (PSC)	Watch	2.5 Gray	4.0 Green	5.0 Blue	
7693	ANIMO COLLEGE PREPARATORY ACADEMY (ANIMO HS#1-JORDAN)	Watch	3.3 Gray		4.6 Green	4.5 Green
8818	ANIMO JACKIE ROBINSON CHARTER HIGH SCHOOL	Excelling	3.7 Green		5.6 Blue	6.7 Blue
5981	ANIMO JEFFERSON CHARTER MIDDLE SCHOOL	Service and Support	3.2 Gray	4.0 Green	1.5 Red	
8504	ANIMO PAT BROWN CHARTER HIGH SCHOOL	Excelling	3.8 Green		7.3 Blue	5.0 Blue
8817	ANIMO RALPH BUNCHE CHARTER HIGH SCHOOL	Service and Support	1.5 Yellow		3.5 Gray	3.4 Gray
8505	ANIMO SOUTH LOS ANGELES CHARTER HIGH SCHOOL	Service and Support	2.5 Gray		2.9 Gray	3.9 Green
8503	ANIMO VENICE CHARTER HIGH SCHOOL	Achieving	3.0 Gray		4.3 Green	2.1 Yellow

Attachment A
Information about Animo Charter Schools

<u>LOC</u>	<u>SCHOOL NAME</u>	SPF	AGT ELA	AGT Math	AGT Algebra 1	AGT Algebra 2
8822	ANIMO WATTS COLLEGE PREPARATORY ACADEMY	Watch	4.1 Green		5.2 Blue	3.6 Green
5980	ANIMO WESTSIDE CHARTER MIDDLE SCHOOL		3.4 Gray	3.1 Gray		
8827	OSCAR DE LA HOYA ANIMO CHARTER HIGH SCHOOL	Achieving	2.9 Gray		2.6 Gray	4.0 Green

Attachment A
Information about Animo Charter Schools

<u>LOC</u>	<u>SCHOOL NAME</u>	2013-14 Census Enrollment Total	White	Hispanic/Lation	Black/African-American	Asian %	Am. Indian/Alskn Nat %
8087	ALAIN LEROY LOCKE COLLEGE PREPARATORY ACADEMY merged with Animo Locke 2(8088) & 3 (8733)	2,036	0%	69%	26%	0%	0%
5183	ANIMO CHARTER MIDDLE SCHOOL #2	163	1%	75%	23%	0%	0%
5181	ANIMO CHARTER MIDDLE SCHOOL #3 (PSC)	630	0%	68%	27%	0%	1%
5180	ANIMO CHARTER MIDDLE SCHOOL #4 (PSC)	612	0%	47%	44%	0%	0%
7693	ANIMO COLLEGE PREPARATORY ACADEMY (ANIMO HS#1-JORDAN)	452	0%	83%	15%	0%	0%
8818	ANIMO JACKIE ROBINSON CHARTER HIGH SCHOOL	585	0%	97%	3%	0%	0%
5981	ANIMO JEFFERSON CHARTER MIDDLE SCHOOL	554	0%	99%	1%	0%	0%
8504	ANIMO PAT BROWN CHARTER HIGH SCHOOL	589	0%	97%	1%	0%	0%
8817	ANIMO RALPH BUNCHE CHARTER HIGH SCHOOL	621	0%	99%	0%	0%	0%
8505	ANIMO SOUTH LOS ANGELES CHARTER HIGH SCHOOL	636	0%	61%	28%	0%	0%
8503	ANIMO VENICE CHARTER HIGH SCHOOL	601	2%	91%	2%	0%	0%

Attachment A
Information about Animo Charter Schools

<u>LOC</u>	<u>SCHOOL NAME</u>	2013-14 Census Enrollment Total	White	Hispanic/Lation	Black/African-American	Asian %	Am. Indian/Alskn Nat %
8822	ANIMO WATTS COLLEGE PREPARATORY ACADEMY	542	1%	66%	17%	0%	0%
5980	ANIMO WESTSIDE CHARTER MIDDLE SCHOOL	351	3%	45%	22%	1%	0%
8827	OSCAR DE LA HOYA ANIMO CHARTER HIGH SCHOOL	618	0%	100%	0%	0%	0%

ATTACHMENT B



Los Angeles Unified School District

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

2013-2014

October 25, 2013

LOS ANGELES UNIFIED SCHOOL DISTRICT
Charter Schools Division
333 South Beaudry Avenue, 20th Floor
Los Angeles, CA 90017
213-241-0399

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

Dear Applicants:

On the following pages, you will find the “District Required Language” (“DRL”) that must be included in a comprehensive petition. **Please follow the instructions below:**

- Check the CSD website (<http://charterschools.lausd.net>) to ensure that this document is the current version of the DRL, as it is changed from time to time.
- Provide the “Assurances and Affirmations” page (the first page of the DRL) at the beginning of the petition, immediately after the table of contents.
- As appropriate, place the DRL for each Element either at the beginning of the Element or at the beginning of a relevant subsection of the Element.
- Do not separate or disaggregate the sections or provisions of the DRL under a given heading (in small caps); the DRL provisions should remain a unified block under each heading, including all sub-headings.
- As shown here, please highlight all DRL in gray to facilitate easy identification of the DRL within the petition.
- Be sure to replace “[Charter School]” with the name of the proposed charter school throughout the DRL. On the Assurances and Affirmations page, please replace “[short form of school name]” with an appropriate identifier. NOTE: If the words “Charter School” are not in brackets, please do not replace them.
- Do not add, delete, or change any provision of the DRL other than the instruction above.
- Ensure that the headings used throughout the petition conform to the headings and sub-headings provided in the DRL.
- Ensure that all other provisions in the charter petition are consistent with the provisions of the DRL.
- Note that Element 11 does not include DRL other than its heading.

Assurances and Affirmations

[Charter School] (hereinafter “[short form of school name]” or “Charter School”) shall:

- Be nonsectarian in its programs, admission policies, employment practices, and all other operations. EC 47605(d)(1)
- Not charge tuition. EC 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. EC 47605(d)(1)
- Admit all pupils who wish to attend the school. EC 47605(d)(2)(A)
- Determine attendance by a public random drawing, if the number of pupils who wish to attend the charter school exceeds the school’s capacity. Preference shall be extended to pupils who currently attend the charter school and pupils who reside in the District. EC 47605(d)(2)(B)
- If a pupil is expelled or leaves the charter school without graduating or completing the school year for any reason, the 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. EC 47605(d)(3)
- Meet all statewide standards and conduct the pupil assessments required pursuant to Educ. Code sections 60605 and 60851 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non-charter public schools. EC 47605(c)(1)
- Consult, on a regular basis, with the charter school’s parents, legal guardians, and teachers regarding the school’s educational programs. EC 47605(c)(2)

NOTE: This charter contains specific “District Required Language” (DRL), including the Assurances and Affirmations above. The DRL should be highlighted in gray within each element or section. The charter includes 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 should exist between the DRL provisions contained within the body of the charter and the DRL contained in the addendum, the addendum shall control.

Element 1 – The Educational Program

GENERAL INFORMATION

- The contact person for [Charter School] is _____.
- The contact address for [Charter School] is _____.
- The contact phone number for [Charter School] is _____.
- The proposed address or target community of [Charter School] is _____, which is located in Los Angeles Unified School District (“LAUSD” or “District”) Board District __ and Educational Service Center _____.
- The term of this charter shall be from July 1, 2014 to June 30, 2019.
- The grade configuration of Charter School is _____.
- The number of students in the first year will be _____.
- The grade level(s) of the students in the first year will be _____.
- The scheduled opening date of Charter School is _____.
- The admission requirements include:
- The enrollment capacity is _____. (Enrollment capacity is defined as all students who are enrolled in Charter School regardless of student residency).
- The type of instructional calendar (e.g. traditional/year-round, single track/multi-track, extended day/year) will be:
- The bell schedule for Charter School will be:
- If space is available, traveling students will have the option to attend.

LOCAL CONTROL AND ACCOUNTABILITY PLAN

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

ACADEMIC CALENDAR AND SCHEDULES

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

TRANSITIONAL KINDERGARTEN

Charter School shall comply with all applicable requirements regarding transitional kindergarten.

ENGLISH LEARNERS

[Charter School] is required to timely identify potential English Learners (ELs) and provide them with an effective English language acquisition program that affords meaningful access to the school's academic core curriculum. Instructional plans for English Learners must be (1) based on sound educational theory; (2) adequately supported with trained teachers and appropriate materials and resources; and (3) periodically evaluated to make sure the program is successful and modified when the program is not successful.

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

- How English Learners' needs will be identified
- What services will be offered
- How, where, and by whom the services will be provided
- How the 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

[Charter School] shall provide to the CSD an annual report of its EL program assessment. Upon request, [Charter School] shall provide a copy of its current EL Master Plan to the CSD.

[Charter School] shall administer the CELDT annually in accordance with federal and state requirements.

[Charter School] shall ensure that it will provide parent outreach services and meaningfully inform parents with limited English proficiency of important information regarding 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

All LAUSD-authorized charter schools must adhere to all terms and conditions of the *Chanda Smith* Modified Consent Decree ("MCD") and any other court orders and/or consent decrees imposed upon the LAUSD as they pertain to special education. Charter schools must ensure that

no student otherwise eligible to enroll in their charter school will be denied enrollment due to a disability or to the charter school's inability to provide necessary services. Policies and procedures are in place to ensure the recruitment, enrollment and retention of students with disabilities at charter schools.

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

SELPA Reorganization

The Los Angeles Unified School District is approved to operate as a single-District SELPA under the provisions of Education Code § 56195.1(a) and intends to continue operating as a single-District SELPA as in the current structure but has created two 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 have 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 will not have a LEA status but will function in a similar role in that each charter school will be responsible for all special education issues including services, placement, due process, related services, special education classes, and special education supports. Charter schools may apply for membership in the Charter-operated Program section of the SELPA. These schools will receive support from a Special Education Director for the Charter-operated Programs.

Compliance with Child Find Activities: Conversion and Public School Choice (PSC) Schools

District-authorized conversion and PSC charter schools must conduct Child Find activities for students residing in their pre-charter and/or PSC attendance areas (including private school students), so that students who have or are suspected of having a disability and needing special education and related services are appropriately identified and, if necessary, referred for evaluation in accordance with state and federal law. Conversion and PSC charter schools must distribute the District's brochure, "Are You Puzzled by Your Child's Special Needs," prominently display the Parent Resource Network poster, and use other District materials to address the search and serve requirement of the law (e.g., "The IEP and You").

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 measurable 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 schools are made on a regular basis. The requested data must be submitted in the Office of the Independent Monitor's required format and are as follows:

- End of Year Suspension.

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

- STAR – Preliminary and Final. (**Including Charter Schools**)

The usual file including District ID.

- Norm day – 2013

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

- CBEDS – 2013 (**Including Charter Schools**)

- All Students enrolled December 1, 2013.

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

- Dropout 2012-13 (**Including Charter Schools**)

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

- Monthly SESAC and Suspension data from non-SIS schools (**Including Charter Schools**)

- Graduation roster from all LAUSD schools (**Including Charter Schools**) with 12th grade SWD

The MCD requires charter schools to implement the District's Integrated Student Information System (ISIS) which is now referred to as My Integrated Student Information System (MiSiS). MiSiS is a suite of applications which is designed to capture all District student data.

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

MEASURABLE GOALS OF THE EDUCATIONAL PROGRAM

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

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

STANDARDIZED TESTING

Charter School agrees to comply with and adhere to state requirements for participation and administration of all state mandated tests. If Charter School does not test with the District, 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.

Element 4 – Governance

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 comply with the Brown Act and the Public Records Act.

All employees and representatives of Charter School, including members of the [Charter School's] governing board, members of school or governing board committees or councils, school administrators, and managers, shall comply with federal and state laws, nonprofit integrity standards, and LAUSD's charter school policies, regarding ethics and conflicts of interest.

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 Charter School amends its bylaws, it 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.

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

TITLE IX, SECTION 504, AND UNIFORM COMPLAINT PROCEDURES

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

Charter School shall adopt and publish complaint procedures providing for prompt and equitable resolution of student and employee complaints alleging any action which 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 all applicable requirements of Cal. Admin. Code, tit. 5, §§ 4600 *et seq.*

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

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

LEGAL AND POLICY COMPLIANCE

[Charter School] shall comply with all applicable federal and state laws and regulations, and District policy as it relates to charter schools.

RESPONDING TO INQUIRIES

[Charter School], including its nonprofit corporation, shall promptly respond to all inquiries, including but not limited to inquiries regarding financial records from the District, and shall cooperate with the District regarding any inquiries. [Charter School], including its nonprofit

corporation, acknowledges that it is subject to audit by LAUSD, including, without limitation, audit by the District Office of the Inspector General.

If an allegation or other evidence of waste, fraud, abuse, or other material violation of law related to Charter School's operations is received or discovered by the District, Charter School shall cooperate with any resulting investigation undertaken by the District and/or the Office of the Inspector General Investigations Unit.

NOTIFICATION OF THE DISTRICT

[Charter School] shall notify the Charter Schools Division in writing of any citations or notices of workplace hazards, investigations by outside regulatory or investigative agencies, lawsuits, or other formal complaints, within one week of receipt of such notices by [Charter School]. Charter School shall also notify the CSD in writing of any internal investigations within one week of commencing investigation.

TRANSFER OF STUDENT RECORDS

When a student transfers for any reason from Charter School to any other school, Charter School shall transfer the student's complete cumulative record within 10 school days of receiving a records request from the receiving school. In the event Charter School closes, Charter School shall comply with the student records transfer provisions in Element 16.

Element 5 – Employee Qualifications

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 identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, 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 recruitment, selection, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and dismissal from employment.

NCLB AND CREDENTIALING REQUIREMENTS

[Charter School] shall adhere to all requirements of the Elementary and Secondary Education Act (ESEA, also known as No Child Left Behind (NCLB)) that are applicable to teachers and paraprofessional employees. Charter School shall ensure that all teachers meet the requirements for employment set forth in California Education Code section 47605(l). Teachers of core and/or college preparatory subjects, and special education teachers, must hold and maintain a Commission on Teacher Credentialing certificate, permit or other document equivalent to that which a teacher in a non-charter public school would be required to hold in the same assignment.

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

Element 6 – Health and Safety Procedures

HEALTH, SAFETY AND EMERGENCY PLAN

[Charter School] shall have a comprehensive site-specific Health, Safety and Emergency Plan, including the acquisition and maintenance of adequate onsite emergency supplies, in place prior to beginning operation of the charter school. [Charter School] shall ensure that staff receives annual training on Charter School's health, safety, and emergency procedures, and shall maintain a calendar for, and conduct, emergency response drills for students and staff. Charter School shall periodically review, and modify as necessary, its Health, Safety and Emergency Plan, and keep it readily available for use and review upon CSD request.

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

[Charter School], including its employees and officers, shall comply with the Family Educational Rights and Privacy Act (FERPA) at all times.

CRIMINAL BACKGROUND CHECKS AND FINGERPRINTING

Charter School shall require all employees of Charter School, all volunteers who will be performing services that are not under the direct supervision of a Charter School employee, and any onsite independent contractors or vendors having unsupervised contact with students, to submit to criminal background checks and fingerprinting in accordance with state law. Charter School shall maintain on file and available for inspection evidence that Charter School has performed criminal background checks and cleared for employment all employees prior to employment, and documentation that independent contractors and vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students. Charter School shall also ensure that it requests and receives subsequent arrest notifications from the California Department of Justice to ensure the ongoing safety of its students.

IMMUNIZATION AND HEALTH SCREENING REQUIREMENTS

Charter School shall require its employees, and any volunteer, vendor, or independent contractor who may have frequent or prolonged contact with students, to be examined and determined to be free of active tuberculosis as described in Education Code section 49406. Charter School shall maintain TB clearance records on file.

Charter School shall provide for the immunization and health screening of its students, 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 immunization records on file.

Element 7 – Means to Achieve Racial and Ethnic Balance

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 to achieve its goals. 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. Instead, the District now receives the Targeted Instruction Improvement Grant (TIIG) for its Court-ordered Integration Program. The District retains sole discretion over the allocation of TIIG funding, where available, and cannot guarantee the availability of this funding.

NO CHILD LEFT BEHIND-PUBLIC SCHOOL CHOICE (NCLB-PSC) TRAVELING STUDENTS

The District and [Charter School] are committed to providing all students with quality educational alternatives in compliance with all federal and state laws, including students who are enrolled in schools of the District identified by the California Department of Education as in need of Program Improvement. No Child Left Behind-Public School Choice ("NCLB-PSC") placement with charter schools is an alternative strongly encouraged by the No Child Left Behind Act of 2001 ("NCLB"). [Charter School] agrees to discuss with the District the possibility of accepting for enrollment District students participating in the District's NCLB-PSC program. The parties agree to memorialize separately any agreed-to number of NCLB-PSC placements of District students at the charter school.

As required under NCLB, all NCLB-PSC students attending [Charter School] shall have the right to continue attending [Charter School] until the highest grade level of the charter. However, the obligation of the District to provide transportation for a NCLB-PSC student to [Charter School] shall end in the event the NCLB-PSC student's resident District school exits Program Improvement status.

[Charter School] shall ensure that all of its NCLB-PSC students are treated in the same manner as other students attending Charter School. NCLB-PSC students are and will be eligible for all applicable instructional and extra-curricular activities at Charter School. [Charter School] shall

make reasonable efforts to invite and encourage the participation of the parents of NCLB-PSC students in the activities and meetings at Charter School.

Determination of student eligibility for this NCLB-PSC option, including the grade level of eligibility, will be made solely by the District, based on the District's NCLB-PSC process, guidelines, policies and the requirements of NCLB. In the event demand for places at [Charter School] under the NCLB-PSC program increases in subsequent years, [Charter School] agrees to discuss with the District the possibility of increasing the number of NCLB-PSC places available at Charter School.

FEDERAL PROGRAM COMPLIANCE

As a recipient of federal funds, including federal Title I, Part A funds, [Charter School] has agreed to meet all of the programmatic, fiscal and other regulatory requirements of the No Child Left Behind Act of 2001 (NCLB) and other applicable federal grant 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 NCLB and other applicable federal programs, including, but not limited to, documentation related to funding, required parental notifications, appropriate credentialing of teaching and paraprofessional staff, the implementation of Public School Choice and Supplemental Educational Services, where applicable, or any other mandated federal program requirement. The mandated requirements of NCLB, Title I, Part A include, but are not limited to, the following:

- Notify parents at the beginning of each school year of their “right to know” the professional qualifications of their child’s classroom teacher including a timely notice to each individual parent that the parent’s child has been assigned, or taught for four or more consecutive weeks by, a teacher who is not highly qualified
- Develop jointly with, and distribute to, parents of participating children, a school-parent compact
- Hold an annual Title I meeting for parents of participating Title I students
- Develop jointly with, agree on with, and distribute to, parents of participating children a written parent involvement policy
- Submit biannual Consolidated Application to California Department of Education (CDE) requesting federal funds
- Complete and submit Local Education Agency (LEA) Plan to CDE
- Complete reform planning process with stakeholders and submit to CDE all appropriate documents for Title I Schoolwide Program eligibility and status, if applicable; otherwise, identify and maintain roster of eligible students for the Title I Targeted Assistance School Program
- Maintain inventory of equipment purchased with categorical funds, where applicable

- Maintain appropriate time-reporting documentation, including semi-annual certification and personnel activity report, for staff funded with categorical resources, where applicable

[Charter School] also understands that as part of its oversight of Charter School, the District may conduct program review for federal and state compliance.

Element 8 – Admission Requirements

McKINNEY-VENTO HOMELESS ASSISTANCE ACT

Charter School shall adhere to the provisions of the 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 the school is open to enroll and provide services for all students, and provides a District standard contact number for access to additional information regarding enrollment.

NON-DISCRIMINATION

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

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

Element 9 – Annual Financial Audits

The annual audit shall be conducted in compliance with the California Education Code 47605(b)(5)(I) as it is amended from time to time.

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 school’s Calendar
- h. Statistical Report – monthly according to 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

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 be responsible for the appropriate interim placement of students during and pending the completion of the 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 implement operational and procedural guidelines ensuring compliance with federal and state laws and regulations regarding the discipline of students with disabilities. If a student is recommended for expulsion and the student receives or is eligible for special education, Charter School shall identify and provide special education programs and services at

an appropriate interim educational placement, pending the completion of the expulsion process, to be coordinated with the LAUSD Special Education Service Center.

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

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

NOTIFICATION OF THE DISTRICT

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

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

Notwithstanding the documentation sent to the Charter Schools Division as indicated above, if the student is a resident of a school district other than LAUSD, Charter School must notify the Superintendent of the student’s district of residence within 30 days of the expulsion.

Additionally, upon request of the receiving school district, Charter School shall forward student records no later than 10 school days from the date of the request as stated in Education

Code sections 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

[NOTE: No District Required Language is being provided for inclusion in this element.]

Element 12 – Public School Attendance Alternatives

Pupils who choose not to attend [Charter School] may choose to attend other public schools in their district of residence or pursue an inter-district transfer in accordance with existing enrollment and transfer policies of the District.

Element 13 – Rights of District Employees

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

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

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

To Charter School:
c/o School Director

[Charter School]

To Director of Charter Schools:

Charter Schools Division
Los Angeles Unified School District

333 South Beaudry Avenue, 20th Floor
Los Angeles, California 90017

- 2) A written response (“Written Response”) shall be tendered to the other party within twenty (20) business days from the date of receipt of the Written Notification. The parties agree to schedule a conference to discuss the Dispute identified in the Written Notice (“Issue Conference”). The Issue Conference shall take place within fifteen (15) business days from the date the Written Response is received by the other party. The Written Response may be tendered by personal delivery, by facsimile, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00p.m., or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail.
- 3) If the Dispute cannot be resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Each party shall bear its own attorneys’ fees, costs and expenses associated with the mediation. The mediator’s fees and the administrative fees of the mediation shall be shared equally among the parties. Mediation proceedings shall commence within 120 days from the date of either party’s request for mediation following the Issue Conference. The parties shall mutually agree upon the selection of a mediator to resolve the Dispute. The mediator may be selected from the approved list of mediators prepared by the American Arbitration Association. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.
- 4) If the mediation is not successful, then the parties agree to resolve the Dispute by binding arbitration conducted by a single arbitrator. Unless the parties mutually agree otherwise, arbitration proceedings shall be administered in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitrator must be an active member of the State Bar of California or a retired judge of the state or federal judiciary of California. Each party shall bear its own attorney’s fees, costs and expenses associated with the arbitration. The arbitrator’s fees and the administrative fees of the arbitration shall be shared equally among the parties. However, any party who fails or refuses to submit to arbitration as set forth herein shall bear all attorney’s fees, costs and expenses incurred by such other party in compelling arbitration of any controversy or claim.

Element 15 – Exclusive Public School Employer

[Charter School] is deemed the exclusive public school employer of all employees of the charter school for collective bargaining purposes. As such, Charter School shall comply with all provisions of the Educational Employment Relations Act (“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.

Element 16 – Charter School Closure Procedures

REVOCATION OF THE CHARTER

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

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

Prior to revocation, and in accordance with Cal. Educ. 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 clause set forth in this Charter.

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

CLOSURE ACTION

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

CLOSURE PROCEDURES

The procedures for charter school closure set forth below are guided by California Education Code sections 47604.32, 47605, and 47607 as well as California Code of Regulations, Title 5 (5 CCR), 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

Upon 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 immediately designate a person or persons responsible for conducting all closure procedures and activities, and 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 CSD, if the Closing Action is an act of [Charter School]. Note: If the Closure Action is a revocation or nonrenewal by the LAUSD Board of Education, the charter school may omit this step.
2. Parents, guardians, and/or caretakers of all 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 the 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 the school's employees participate. Within fourteen (14) calendar days of the Closure Action, [Charter School] shall notify the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), 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 this notification 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 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 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 school closure
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 and, legal guardians 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, and 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, which will include 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 school closure
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 school closure, by which Charter School shall provide employees with written verification of employment.

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

School and Student Records Retention and Transfer

[Charter School] shall adhere to the following requirements regarding the transfer and maintenance of school and student records:

1. Charter School shall provide the District with original student cumulative files and behavior records pursuant to District policy and applicable 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 shall occur within seven (7) calendar days of the effective date of closure.
2. Charter School's process for transferring student records to the receiving schools shall be in accordance with 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. 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 should also 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.
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 the 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, school payroll and personnel records, and Title I records (if applicable). Personnel records must include any and all employee records including, but not limited to, records related to performance and grievance.
7. Charter School shall ensure that all records are boxed and clearly labeled by classification of documents and the required duration of storage.

Financial Close-Out

After receiving notification of closure, the CDE will notify the charter school and the authorizing entity of any liabilities the 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 the 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 the charter school.

This audit may serve as the school's 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. If Charter School chooses to submit this information before the forms and software are available for the fiscal year, alternative forms can be used if they are approved in advance by the CDE. 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 the charter school. Charter school closure procedures must also ensure appropriate disposal, in accordance with Charter School's bylaws, fiscal procedures, and any other applicable laws and regulations, of any net

assets remaining after all liabilities of the charter school have been paid or otherwise addressed. Such disposal includes, but is not limited to:

1. The return of any donated materials and property according to any conditions set when the donations were accepted.
2. The return of any grant and restricted categorical funds to their source according to the terms of the grant or state and federal law.
3. The submission of final expenditure reports for any entitlement grants and the filing of Final Expenditure Reports and Final Performance Reports, as appropriate.

Net assets of the charter school may be transferred to the authorizing entity. If Charter School is operated by a nonprofit corporation, and if the corporation does not have any functions other than operation of Charter School, the corporation shall be dissolved according to its bylaws.

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

[Charter School]'s governing board shall adopt a plan for wind-up of the 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 method by which the 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. File a Federal Notice of Discontinuance with the Department of Treasury (Treasury Form 63).
- c. Make final federal tax payments (employee taxes, etc.)
- d. File its final withholding tax return (Treasury Form 165).
- e. File its final return with the IRS (Form 990 and Schedule).

This Element 16 shall survive the revocation, expiration, termination, cancellation of this Charter, or any other act or event that would end [Charter School]'s right to operate as a charter school or cause [Charter School] to cease operation. [Charter School] and the District agree 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 16. The District therefore shall have the right to seek equitable relief to enforce any

right arising under this Element 16 or any provision of this Element 16 or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District. Such legal relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

Additional Provisions

FACILITIES

District-Owned Facilities

If Charter School is using LAUSD facilities as of the date of the submittal of this charter petition or takes occupancy of LAUSD facilities prior to the approval of this charter petition, Charter School shall execute an agreement provided by LAUSD for the use of the LAUSD 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 LAUSD facilities, Charter School shall execute an agreement provided by LAUSD for the use of LAUSD facilities prior to occupancy and commencing use.

Charter School agrees that occupancy and use of LAUSD facilities shall be in compliance with applicable laws and LAUSD policies for the operation and maintenance of LAUSD facilities and furnishings and equipment. All LAUSD facilities (i.e., schools) will remain subject to those laws applicable to public schools which LAUSD observes.

In the event of an emergency, all LAUSD 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 LAUSD facilities with other LAUSD user groups, Charter School agrees it will participate in and observe all LAUSD safety policies (e.g., emergency chain of information, participate in safety drills).

The use agreements provided by LAUSD for LAUSD 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 LAUSD 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. LAUSD shall have the right to inspect LAUSD facilities upon reasonable notice to Charter School.
- Furnishings and Equipment: LAUSD 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 LAUSD facilities by any person or entity other than Charter School shall be administered by LAUSD. The parties may agree to an alternative arrangement in the use agreement.
- Minimum Payments or Charges to be Paid to LAUSD Arising From the Facilities:
 - (i) Pro Rata Share: LAUSD shall collect and Charter School shall pay a Pro Rata Share for facilities costs as provided in the Charter School 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 LAUSD agrees to allow Charter School to perform any of the operation and maintenance services, LAUSD shall have the right to inspect the LAUSD 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 LAUSD facilities with another user, LAUSD shall provide the operations and maintenance services for the LAUSD 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 LAUSD facilities, LAUSD shall allow Charter School, at its sole cost and expense, to provide some operations and maintenance services for the LAUSD facilities in accordance with applicable laws and LAUSD's policies on operations and maintenance services for facilities and F&E. NOTWITHSTANDING THE FOREGOING, LAUSD shall provide all services for regulatory inspections which as the owner of the real property 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 those 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

Facility Status: The charter petitioner must demonstrate control of a facility such as a commitment from the landlord, to ensure that the property is actually available to the charter developer, and that the facility is usable with or without conditions (such as a conditional code

permit.) The charter school facility shall comply 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 the charter school is to be located, and the Americans with Disabilities Act (ADA). Applicable codes and ADA requirements shall also apply to the construction, reconstruction, alteration of or addition to the proposed charter school facility. Charter School shall implement any corrective actions, orders to comply, or notices issued by the authorized building and safety agency. Charter School cannot exempt itself from applicable building and zoning codes, ordinances, and ADA requirements. Charter schools are required to adhere to the program accessibility requirements of Federal law (Americans with Disabilities Act and Section 504).

Occupancy of the Site: The charter petitioner or developer shall provide the District with a final Certificate of Occupancy issued by the applicable permitting agency, allowing the petitioner to use and occupy the site. Charter School may not open without providing a copy of the Certificate of Occupancy for the designated use of the facility. If Charter School moves or expands to another facility during the term of this charter, Charter School shall provide a Certificate of Occupancy to the District for each facility before the school is scheduled to open or operate in the facility or facilities. 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.

Pest Management: Charter School shall comply with the Healthy Schools Act, California Education Code Section 17608, which details pest management requirements for schools. Developers may find additional information at: www.laschools.org/employee/mo/ipm.

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

INSURANCE

Insurance Requirements

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

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

The following insurance policies are required:

1. Commercial General Liability, including Fire Legal Liability, coverage of \$5,000,000 per Occurrence and in the Aggregate. The policy shall be endorsed to name the Los Angeles Unified School District and the Board of Education of the City of Los Angeles ("Board

of Education”) as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy. Coverage shall be maintained with no Self-Insured Retention above \$15,000 without the prior written approval of the Division of Risk Management and Insurance Services for the LAUSD.

2. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect Charter School from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
3. Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if Charter School does not operate a student bus service. If Charter School provides student bus 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 \$50,000 per occurrence, with no self-insured retention.
5. Professional Educators Errors and Omissions liability coverage with minimum limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
6. Sexual Molestation and Abuse coverage with minimum limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.
7. Employment Practices Legal Liability coverage with limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
8. Excess/umbrella insurance with limits of not less than \$10,000,000 is required of all high schools and any other school that participates in competitive interscholastic or intramural sports programs.

Coverages and limits of insurance may be accomplished through individual primary policies or through a combination of primary and excess policies. *The policy shall be endorsed to name the Los Angeles Unified School District and 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.*

Evidence of Insurance

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

"The insurance afforded by this policy shall not be suspended, cancelled, reduced in coverage or limits or non-renewed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District."

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 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.

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.

Audit and Inspection of Records

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

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

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

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

Charter School shall cooperate fully with such audits and shall make available any and all records necessary for the performance of the audit upon 30 days notice to Charter School. When

30 days notice may defeat the purpose of the audit, the District may conduct the audit upon 24-hours notice.

Internal Fiscal Controls

[Charter School] will develop and maintain sound internal fiscal control policies governing all financial activities.

Apportionment Eligibility for Students Over 19 Years of Age

Charter School acknowledges that, in order for a pupil over nineteen (19) years of age to remain eligible for generating charter school apportionment, the pupil shall be continuously enrolled in public school and make satisfactory progress toward award of a high school diploma. EC 47612(b)

Local Control and Accountability Plan

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