

GLOBAL EDUCATION ACADEMY #2

Charter Petition

*Submitted to the Board of Education
Of the Los Angeles Unified School District*

REQUEST FOR FIVE-YEAR TERM

July 1, 2014 – June 30, 2019

LEAD PETITIONERS:

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Global Education Academy #2
Charter Briefing Page

<u>Name of Organization:</u>	Global Education Collaborative (Non Profit Organization)
<u>Grades Served:</u>	Grades K-2 (Year 1) Grades K-3 (Year 2) Grades K-4 (Year 3) Grades K-5 (Years 4-5)
<u>Projected Enrollment</u>	360 students (Year 4-5)
<u>GEC Office:</u>	8055 W. Manchester Avenue, 1 st Floor, Playa Del Rey, CA 90293
<u>School Location:</u>	Koreatown Area of Los Angeles
<u>Facility Status:</u>	Building is to be leased July 1, 2014 – June 30, 2019.
<u>Prop. 39 – Application Board Policy Criteria:</u>	No application submitted; no application necessary at this time. Location meets Board Policy (low API scores and overcrowding)
<u>Source/Core of Money:</u>	As of July 2013, GEA, GEAMS, and GEC has a total of \$2,164,308 in reserves.
<u>Previous Applications:</u>	GEA #2 has not applied to other jurisdictions for approval.
<u>Sister Charters:</u>	None.
<u>Top Leaders/Founders:</u>	Dr. Magaly Lavandenz (Board President), Chin Kim (Founder & Board Treasurer), Marion Wong (Board Secretary), Marsha Thomas (Vice-President)
<u>Board of Directors:</u>	Dr. Magaly Lavandenz (President), Marsha Thomas (Vice-President), Chin Kim (Treasurer), Marion Wong (Secretary), Dr. Gay Yuen, Dr. Stu Bernstein, Dr. Daniel Choi, Dr. Emilio Pack, Dr. Giselle Edman

Description of Vision/Mission:

High quality public education for all students regardless of race or socio-economic status plays a vital role in society. Schools must empower students with a strong academic and technological skill base while developing each student's creative potential, critical thinking and problem solving skills. GEA #2 intends to educate students in such a way as to increase their commitment to academic excellence through a stimulating, challenging, and rigorous academic curriculum. In addition, students at GEA #2 will be encouraged to apply their learning to explore problems within their own cultural and linguistic community as well as embrace the wider, global community. Intercultural communication is a necessary part of learning.

Innovative Elements and Best Practices:

As part of GEA #2's commitment to global education, students will receive intensive instruction in an additional language (currently Korean). GEA #2's comprehensive curriculum will be taught using sheltered or content-based approaches that have been shown to promote high levels of academic language development as well as content knowledge. GEA #2's research based instructional strategies include graphic organizers, thinking maps and reciprocal reading. These techniques are culturally and linguistically relevant, and can be used in all subject areas to address the various learning needs of students in ethnically diverse and economically depressed areas.

AFFIRMATIONS AND ASSURANCES

Global Education Academy #2 #2, also referred to herein as ‘GEA #2 #2’ 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.

1.0 The Educational Program

“A description of the educational program of the school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an ‘educated person’ in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners.”

General Information

- The contact persons for GEA #2 are Roy Kim, Craig Merrill and Steve Myhre.
- The contact address for GEA #2 is to be determined. Preliminary sites are situated within one mile of Koreatown, Los Angeles.
- The contact phone number for GEA #2 is (323) 641-7283.
- The proposed address or target community of GEA #2 is Koreatown, which is located in Los Angeles Unified School District (“LAUSD” or “District”) Board District 2 and Educational Service Center East.
- The term of this charter shall be from July 1, 2014 to June 30, 2019.
- The grade configuration of Charter School is Kindergarten through 5th Grade.
- The number of students in the first year will be 180.
- The grade level(s) of the students in the first year will be K-2.
- The scheduled opening date of Charter School is July 1, 2014.
- The admission requirements include: submission of interest form, enrollment form, and all other required health checks and affirmations. If more students submit interest forms than there are spaces available, a lottery will determine enrollment and subsequent wait list status.
- The enrollment capacity is 360. (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:
 - 190 instructional days
 - 1st day of instruction to begin Sept. 2nd.
 - (See section 2.4 for detailed calendar 2014/2015 school year.)
- The bell schedule for the Charter School will be:

Regular Day Schedule (M, W, Th, F)

Teacher Hours: 7:30 – 4:00

Student hours: 8:00 – 3:30

Grade	Recess	Lunch & Playtime
K-1	9:25 – 9:45	11:20 – 12:00
2-3	9:50 – 10:10	11:40 – 12:20
4-5	10:15 – 10:35	12:00 – 12:40

Professional Development Schedule (T)

Teacher Hours: 7:30 – 4:00

Student hours: 8:00 – 2:30

Recess and Lunch Schedule: Same as regular-day schedule

Minimum Day Schedule

Teacher Hours: 7:30 – 4:00
Student hours: 8:00 – 12:30

Grade	Recess	Lunch and Playtime
K-1	9:15 – 9:25	11:00 – 11:20
2-3	9:30 – 9:40	11:20 – 11:40
4-5	9:45 – 9:55	11:40 – 12:00

• If space is available, traveling students will have the option to attend.

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.

Traditional Kindergarten

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

Mission of Global Education Academy #2

The mission of Global Education Academy #2 is to create a safe and challenging learning environment that emphasizes global awareness and leadership. We are committed to providing students with a wide variety of linguistic and cultural experiences that give students the opportunity to develop a true understanding and respect for all people.

Vision of Global Education Academy #2

Global Education Academy #2 will develop citizens of the world who are successful leaders not only in their local communities, but in the international community as well. Through a balanced curriculum that addresses academic, linguistic, social, physical, and emotional development, Global Education Academy #2 students will close the achievement gap.

Global Education Academy #2 believes its students will:

1. Achieve at or above federal, state and district academic expectations;
2. Acquire high levels of academic proficiency and literacy in English and in another language; and
3. Participate in a variety of multicultural experiences to develop understanding and respect for all people.

To assure that future citizens contribute successfully, schools must offer a high quality public education to all students regardless of their race, ethnicity or socio-economic status.

GEA #2 believes that a good education can empower students with a strong academic and technological skill base, and at the same time develop each student's creative potential, critical thinking and problem solving skills.

GEA #2 believes that new citizens of the twenty-first century will require multi-lingual skills, the ability to communicate across cultures, and the ability to use integrated technology to actively explore local, state, national, and global issues.

Students will enter a world that is yet unimagined, with technological advances that produce both problems and solutions for the world population. Technological and demographic changes exert intense pressure on schools to reexamine basic issues about the nature of schooling. It is within this world context that GEA #2 is committed to the long-term mission to develop citizens of the world with skills to become successful leaders not only in their local communities, but in the national and international community as well.

GEA #2 believes that its overall mission will be achieved when students receive:

- A wide variety of linguistic and cultural learning experiences that develop an understanding of and respect for all people, their languages and cultures.
- A comprehensive balanced academic curriculum that addresses each student's academic, linguistic, social, physical, and emotional development using culturally and linguistically relevant strategies and materials.
- Opportunities to develop high levels of academic English and another language.
- Opportunities to use technology for learning.
- A safe and challenging learning community for students, parents, and faculty that emphasizes global awareness and leadership.
- A safe and challenging learning community for students, parents, and faculty that seeks to assure grade-level student achievement in all content areas and supports students with learning differences.

The skills students develop at GEA #2 will allow them to be successful leaders who: are able to communicate in a multi-cultural/lingual environment, can bridge gaps between people of various cultural and socioeconomic background, have the technology to succeed in today's technologically advanced society, and have the ability to critically analyze and solve problems facing their communities and the world.

Duration of Initial Charter Petition and Renewal Process

The Global Education Academy #2 (GEA #2) is petitioning for a charter of five (5) years. This Charter, upon approval of the State Board of Education, would be granted for a five-year period commencing July 01, 2014 and ending June 30, 2019. The GEA #2 Board of Trustees may request from the LAUSD Board of Education an amendment of the Charter at any time prior to expiration.

The Charter may be renewed for one or more renewal periods, not to exceed five years at a time. The

Charter School must submit its renewal petition to the District's Charter School Division no earlier than September of the year before the charter is due to expire and no later than January 31 of the year the charter is scheduled to expire. The LAUSD Board agrees to hear and render a renewal decision based on the standards and criteria set forth in Education Code Section 47605 and 47607 and applicable Title 5, Calif. Code of Regulations.

GEA #2's future renewal applications will conform to all of the material conditions set forth in Education Code 47605, as is the case for its initial application petition.

1.1 Students the School Will Educate

GEA #2 will be open to all students regardless of racial, ethnic, or linguistic background who have a desire to learn more about and become a member of the global community.

Characteristics of our student population include:

- **Ethnic and racial diversity:** GEA #2 is located in a center of diverse cultures, including but not limited to African American, Hispanic, Asian and others. We recruit from this culturally diverse community to promote a nourishing environment and encourage participation in the local and global community.
- **Language diversity:** GEA #2 is located in a community of diverse languages, including students who speak languages other than English and students who speak non-standard forms of English. We recruit from this diverse mix of student backgrounds to promote awareness of and respect for intercultural communication.
- **Socioeconomically disadvantaged community:** GEA #2 is located in a historically disadvantaged community. We recruit from a mix of socioeconomic backgrounds in our commitment to extend academic excellence through stimulating, thought-challenging, and rigorous curriculum to all students.

GEA #2 draws from many different sectors of Los Angeles and is open to any student who wishes to share in its goals and mission. The neighborhood where GEA #2 will be located reflects this diversity.

GEA #2 will actively recruit students from families in the community representative of the surrounding neighborhoods.

The following table represents the latest demographic data (2012-2013) reported on the CDE website for neighboring LAUSD schools and charter schools.

Table-Comparative Demographic Data

LAUSD Demographic Information for Prospective Site (Surrounding School Data)													
LAUSD Schools	# of Students	Program Improvement	Met Schoolwide Growth Target?	Met All Subgroup Growth Targets?	API Score	API State Ranking	Similar Schools Rank	% Students Eligible for Free/Reduced Lunch	% Special Ed. Students	% of ELL Students	% Major Ethnicity #1	% Major Ethnicity #2	% Major Ethnicity #3
Elementary Schools													
Esperanza Elementary	874	PI - 5th year	Yes	Yes	674	1	2	93%	13%	68%	Hispanic 96%	African American 3%	White 1%
Charles White	448	N/A	No	No	770	6	10	87%	9%	55%	Hispanic 91%	African American 4%	Asian 1%
Rosemont Avenue	577	PI – 4th year	No	No	743	3	6	97%	17%	32%	Hispanic 80%	Filipino 10%	Asian 5%
Tenth Street	847	PI - 5th year	Yes	Yes	795	3	6	95%	13%	55%	Hispanic 98%	African American 1%	White 1%
Cahuenga Elementary	847	PI – 3rd year	Yes	Yes	858	8	9	82%	9%	54%	Hispanic 55%	Asian 37%	Filipino 4.3%
Twenty-Fourth Street	635	PI - 5th year	No	No	663	1	1	97%	15%	37%	Hispanic 82%	African American 18%	Asian 1%
Hoover Street	799	PI - 5th year	Yes	Yes	812	4	8	80%	11%	74%	Hispanic 97%	Asian 2%	Filipino 1%
Elementary Charter Schools													
Camino Nuevo #3	590	PI – 2nd year	No	No	763	4	5	99%	12%	58%	Hispanic 98%	African American 1%	Filipino 0.3%
View Park Prep. Accelerated	493	PI – 2nd year	Yes	Yes	816	6	9	68%	3%	0%	African American 89%	Two or More 5%	Hispanic 1%
Frederick Douglass Academy	294	PI – 2nd year	Yes	No	741	2	2	88%	10%	5%	African American 82%	Hispanic 17%	White 1%
New Heights	387	PI – 2nd year	No	No	745	5	9	98%	13%	21%	Hispanic 59%	African American 34%	None Reported 4%

1.2 Description of an “Educated Person” in the 21st Century

GEA #2 believes that an educated citizen of the 21st century must have all of the following key characteristics:

- Ability to analyze and think critically when presented with theories, data, and learning experiences;
- Skill in written and oral communication, including the ability to compose and present ideas to audiences of varying backgrounds and experiences;
- High levels of literacy with the ability to access core knowledge required to understand the interconnected community of business, education, government, and the arts;
- Skill in mathematics, the various sciences, and art, with the ability to use multiple intelligences (Gardner, 1996, *Intelligences: Multiple Perspectives*);
- Knowledge of the social sciences and interest in large issues affecting leadership, language, and culture, and their intersection in the local and global context; and
- Facility in technological skills in communication and research using the Internet and other computer and electronic media.

The GEA #2 curriculum and teaching methods will be guided by and inspired by this definition. We believe this focus will shape our students to be leaders in the global community.

1.3 How Learning Best Occurs

GEA #2 believes that learning best occurs when various frameworks and conditions are in place, integrated and matched to the language abilities of students (Collier & Thomas, 1997, *School Effectiveness for Language Minority Students*). These conditions include the following processes and elements.

1.3.1 Socio-cultural Processes

Students learn when the home, school, and community support learning taking place within a constructivist environment. This means that the school must take into account individual psychological and interpersonal variables, scaffolding instruction to meet these needs.

GEA #2 is concerned about serious achievement problems demonstrated by low-income students, students with a first language other than English, and students of color. GEA #2 will include culturally responsive pedagogy that seeks to minimize discontinuities between the school and the various student subgroups by drawing on the cultural and language strengths of the student community (Banks & Banks, 1995, *Handbook of Research on Multicultural Education*).

Each student must be accorded the respect due them as members of the learning community, which in turn will reflect larger socio-cultural processes at work.

1.3.2 Linguistic Processes

Learning is mediated through language at both the social and individual level (Vygotsky,

1934, *Thought and Language*). This includes both subconscious knowledge as well as meta-linguistic aspects of the language system (Krashen, 1981, *Principles and Practices*). By drawing upon and utilizing students' learning experiences in both the first and second language, an effective school can help assure simultaneous linguistic and cognitive growth.

Culturally-different ethnic and language communication styles have an effect on classroom discourse structures and require reexamination of traditional teaching protocols. Successful schools draw upon and utilize the home language experiences of English learners, and accept and utilize participatory interactive styles of communication commonly used by African Americans (Gay, 2000, *Culturally Responsive Teaching*).

Students feel accepted and respected when schools adopt an additive philosophy toward teaching academic English to English learners with home languages other than English and to students with an English home language that contains non-standard English patterns. Such philosophy values contributions of the home culture and add new academic language patterns for school success. Such philosophy also embraces learning to communicate with those of other cultures with respect.

1.3.3 Academic Development

Schoolwork across the curriculum – language arts, mathematics, science, social studies, art, and physical education – will form the basis for expanding students' linguistic and conceptual knowledge. These include various topic- and genre-appropriate sociolinguistic patterns and discourses that are required for true competence in these areas. Research has clearly shown (Collier & Thomas, 1997) that students in multilingual environments such as the one anticipated at GEA #2 must continue to experience cognitive challenges as they become more proficient in a language. This is best achieved through a rigorous, globally-focused curriculum that is sensitive to each student's cultural and language heritage and socioeconomic situation.

1.3.4 Cognitive Development

All humans are involved from birth in growing intellectually (Smith, 1998, *Book of Learning and Forgetting*). This development is natural to the mind and proper to each individual, and comes through social interaction with others. In a school setting, these interactions encompass both basic communication skills (BICS) and cognitive academic language and concepts (CALP) (Cummins, 1981, *Educational Framework*).

1.3.5 Parental Involvement

Parents are integral to the success of any child's academic endeavors, and as such must be included in all key aspects of the student's learning. Research has demonstrated that parental involvement has a positive impact on student learning (Chen, 2001, *Educational Psychology Review*). To achieve this, a school must provide open lines of communication among parents, teachers, and administrators. For parental education and outreach programs to form the foundation of genuine parental involvement, all experiences must be meaningful and responsive to parents' cultural, economic and linguistic needs. Such programs assist parents to understand the goals and methods of schooling students for tomorrow's world.

1.3.6 Collaboration

All learning is social to the extent that we must interact with new sources of knowledge for intellectual development. This social and constructivist aspect of teaching and learning requires close collaboration among all stakeholders: teachers, administrators, parents, community leaders, and students (North Central Educational Regional Laboratory, 2004, *Elements of Comprehensive Schools*). Among the successful strategies thus far identified by research on effective schools, coordination of resources and a comprehensive plan of action are vital (NCERL, 2004).

1.3.7 Accountability

Clear standards for success, articulated among all participants and including all elements of the curriculum, help assure the success of a rigorous academic program (NCERL, 2004). This drive for accountability must be guided by both formative and summative evaluation, and be closely aligned with the California academic standards and goals of the school and district. To this end, a well-planned assessment system, both traditional and performance-based, is critical for learning to best occur.

1.3.8 Technology

A judicious use of technology to support student learning can play a vital role in both motivating students as well as giving access to powerful tools of communication and research. By integrating age appropriate electronic and computer-based media into the curriculum, students will learn to use the tools required for success in an ever-changing technologically integrated world.

1.4 General Goals of the Program

The key goals of the GEA #2 curricula include:

- Developing citizens who understand and interact successfully with those from other languages, cultures, and backgrounds;
- Developing students who become successful leaders in the local community as well as in the international arena;
- Providing a wide variety of linguistic and cultural experiences that give students an understanding and respect for all peoples;
- Delivering a balanced, rigorous, standards- and research-based curriculum that addresses academic, linguistic, social, physical, and emotional development;
- Enabling students to excel and reach their full social and academic potential as self-motivated, competent, life-long learners; and
- Providing a safe and challenging learning environment for students, parents, faculty, and staff to participate in a learning community that emphasizes global awareness and leadership.

1.5 Rigorous, Standards-Based Curriculum Outline

GEA #2 will implement a research-based curriculum that is aligned to standards in all areas of instruction and follows the guidelines of the California Board of Education, the California Department

of Education, NCLB, other relevant legislation, and appropriate policies of the District. Said standards will include the Common Core State Standards in English language Arts and Math and the California Department of Education Standards in other curricular areas. State-adopted instructional materials and assessments as well as research-based instructional methods will be chosen to assure success.

1.5.1 Cross-Curricular Higher Order Thinking with Graphic Organizers

GEA #2's curriculum will make extensive use of sheltered approaches characterized as Language Through Content (Crandall, 1987) to promote both academic language development as well as content knowledge acquisition. In particular, the curriculum makes extensive use of graphic organizers (charts, graphs, tables) to organize complex information for successful communication in all subject areas. Graphic organizers will also assist in aligning curriculum to the Common Core State Standards. They will help students better understand the rigorous content and application of knowledge through high-order thinking skills. Information can be organized visually for many purposes. The term 'graphic organizer' describes a variety of organizational patterns that allow information to be organized and presented visually for a variety of purposes. An effective graphic organizer should promote clarification of concepts and relationships between and among concepts. The calendar is one common example of a graphic organizer. The yearly pattern of months and days is easily seen and understood. Relationships between the various elements are clear, and a large amount of information is conveyed in a small space.

Graphic organizers take many forms and create a visual language for thinking about information. The variety of available forms provides a variety of visual patterns to display relationships and derive new insights. Graphic organizers help:

- English learners associate new concepts and vocabulary with previous learning;
- All students, especially students with linguistic or academic learning needs, better understand what they read and build relationships between concepts;
- All students create a basis for questioning, comparing and contrasting, analyzing and synthesizing information;
- All students organize content for oral and written presentations.

Critical thinking skills are necessary for students to achieve academic success. Graphic organizers have been shown repeatedly to improve the ability to learn and retain knowledge. An independent review of research conducted by the Institute for the Advancement of Research in Education (IARE) (2003) showed a statistically significant increase in knowledge retention and academic performance across grade levels and student populations when graphic organizers were introduced in the teaching and learning process.

1.5.2 Meeting State and Common Core State Standards

GEA #2 will assure that students meet or exceed standards where they have been established in all curricular areas as described in the following sections. GEA #2 will adopt a curriculum that addresses the common core standards.

Reading and Language Arts

Instruction will follow the Reading/Language Arts Framework for California Public Schools (California

Department of Education, 2006). GEA #2 will adopt a comprehensive elementary reading plan that is aligned to the Common Core State Standards and focuses on structured reading instruction, and implements a grade-by-grade “staircase” of increasing text complexity. Adopted components are: 1) rigorous, research-based instructional materials and assessments, 2) focused direct instruction, 3) professional development for classroom teachers and administrators to insure implementation integrity, and 4) a balance of literature and informational texts.

GEA #2 will devote up to two hours daily to language arts instruction. An additional 20 to 45 minutes, depending on grade level, will be provided for English language development for English learners, as required. GEA #2 will measure student progress at the end of each six-week unit of instruction using publishers’ assessments and benchmark assessments produced with the Online Assessment and Reporting System (OARS). Unit skills assessments will be used as tools to help teachers focus on the percentage of students meeting benchmark criteria for each subtest and will serve to inform instructional planning and professional development.

It is expected that all GEA #2 students will work toward mastery of complex word forms and fluency in grade-level literature and expository texts, recall sequence, main ideas, and supporting details, and construct complete, correct sentences to communicate ideas in written compositions. Paramount will be the goal for students to enjoy and appreciate a variety of literature at grade-level or above. Since both oral and written language development is essential, particularly in a multilingual environment (Tse, 2001), students will also develop competence in the oral presentation of information.

GEA #2 will use a combination of California Treasures and trade books for its reading/language arts curriculum and assessment. Core instructional concepts and skills will be taught systematically and explicitly, consistent with current research-based approaches. Systematic skill development will continue throughout the higher grades. Skills and strategies drawn from the Common Core State Standards and from the District’s reading goals include the following:

- Provide all children with the knowledge base necessary for lifelong learning and for leading a fulfilling life;
- Expose all children to the best available literacy and informational texts;
- Teach all children the comprehension and vocabulary skills and strategies used by proficient readers;
- Teach all children the skills and strategies used by proficient writers;
- Develop in all children the sense of the worthwhile use of free time; and
- Teach all children to read independently early, through instruction in systematic, explicit phonics.

All elements of the Common Core State Standards (as adopted by the California Department of Education, 2010) will be implemented at each grade level. A summary of the topics and skills to be taught are found below. The California standards for English/Language Development will also be used in conjunction with the Common Core standards.

Mathematics. Mathematics consists of both theoretical and applied approaches. Both strands must be integrated to provide students with a complete, compelling curriculum. Based on the recently approved Mathematics Framework for California Public Schools (California Department of Education, 2005) and

the Common Core State Standards in English, the GEA #2 curriculum will address students' basic computational and procedural skills, including the ability to use mathematical reasoning to analyze and solve problems. Teachers will focus on helping students communicate with precision about quantities, logical relationships, and unknown values using signs, symbols, models, graphs, and appropriate mathematical terminology.

The curriculum will include opportunities to develop logical thinking and analysis of evidence, connecting mathematics to other disciplines and to everyday life, and developing an appreciation for mathematics.

GEA #2 has adopted state-approved Harcourt Math as the primary textbook with appropriate publishers' assessments. Direct instruction that is interactive in nature will be used to scaffold instruction at the beginning of a lesson to review prerequisite skills, during a lesson to provide immediate correctives, or for an entire lesson to teach explicitly a new concept or skill. Strategic reading skills necessary for math achievement will be taught using graphic organizers that assist in organizing information for math problem solving. Teachers and students will participate in focused interactive dialogue so teachers can model thinking strategies effectively, define problems, and clarify misconceptions. Students will be taught to utilize strategies of reciprocal reading groups to read math problems, ask questions, select relevant information, define problems, and achieve mastery of concepts and skills.

GEA #2 will measure student progress using publishers' assessments at six-week intervals and OARS benchmark exams four times per year in October, February, April, and June. The results of periodic assessments will determine student progress toward learning goals and the efficacy of math instruction. Periodic assessments are tools to help teachers focus on the percentage of students meeting benchmark criteria in each concept area and will serve to inform instructional planning, instructional efficacy and professional development.

It is expected that all GEA #2 students will work toward and meet benchmarks established by the district in order to achieve a proficient or advanced score in mathematics on the Smarter Balanced Assessment. Students will work toward proficiency in the following categories as specified by grade levels in the Common Core State Standards:

- Number sense
- Algebra and functions
- Measurement and geometry
- Statistics, data analysis, and probability
- Mathematical reasoning

History/Social Sciences. As members of the global community, students at GEA #2 will be offered daily opportunities to learn a rich and internationally relevant curriculum in history and the social sciences aligned to the History and Social Sciences Framework for California Public Schools (California Department of Education, 2005). Following that framework, GEA #2 will focus on three basic strands of inquiry: knowledge and cultural understanding, including factual and conceptual knowledge from history, humanities, geography, and the social sciences; democratic understanding and civic values, including a study of our national identity, constitutional history, civic values, and our rights and

responsibilities as citizens; and skills attainment and social participation, including study skills and reasoning that leads to effective participation as citizens in both the national and global context.

Participation in the history/social sciences curriculum begins with the earliest grades, and follows a developmental sequence to assist students to learn key concepts. GEA #2 will focus on the following skills and concepts, as well as many others:

- Developing chronological and spatial skills;
- Distinguishing between research evidence, points of view, and the relationship between the two;
- Identifying and interpreting key historical events presented in the curriculum;
- Synthesizing information from different historical and/or social science sources to reach logical conclusions based upon evidence;
- Conducting cost-benefit analysis of various historical events, and using evidence to support a particular stance or interpretation; and
- Connecting past events to present circumstances, seeing the continuity and variability of historical processes.

GEA #2 has adopted state-approved McGraw Hill Social Studies as the primary textbook with appropriate publishers' assessments. Direct instruction that is interactive in nature will be used to scaffold instruction at the beginning of a lesson to review prerequisite skills, during a lesson to provide immediate correctives, or for an entire lesson to explicitly teach a new concept or skill. Strategic reading strategies that influence student achievement will be taught using graphic organizers to compare, contrast, classify, sequence, summarize or take notes. Teachers and students will participate in focused interactive dialogue so teachers can model thinking strategies effectively, ask questions, judge the reliability of resources, and clarify misconceptions. Students will be taught to utilize these strategies in reciprocal reading groups to achieve mastery of concepts and skills. In addition, students will participate in various community service projects that focus on critically analyzing and proposing solutions to local, state, national, and global issues. These projects will allow students to further develop their leadership skills and better prepare them to be successful in the 21st Century.

It is expected that all GEA #2 students will work toward and meet benchmarks established by the school in order to assure a significant chance of achieving a proficient or advanced score in social science for required state testing at the appropriate grade level.

Science. The systematic study of natural phenomenon is part of the sustained inquiry in a rigorous academic program. A standards-based, balanced approach to exploring the language and content of scientific inquiry is a core element in GEA #2's curriculum, following the principles laid out in the California Science Framework. This inquiry involves both experimental and investigatory experiences, as well as direct instruction and reading in the content area. Effective science instruction involves multiple opportunities for students to experience scientific principles, motivating them to investigate still further. Using print resources, carefully planned experiments and observations, and technology, including electronic media, quality science instruction will provide students with the tools to communicate facts and reasoning related to this area of study.

GEA #2 has adopted state-approved Harcourt Science as the primary textbook and appropriate publishers' assessments. Direct instruction that is interactive in nature will be used to scaffold instruction at the beginning of a lesson to review prerequisite skills of inquiry, investigation and experimentation, during a lesson to provide immediate correctives, or for an entire lesson to explicitly teach a new concept or skill. Strategic reading skills necessary for science achievement will be taught using graphic organizers and graphs to compare and contrast, record observations, sequences and numerical data in a variety of forms, hypothesize, and predict and record outcomes. Teachers and students will participate in focused interactive dialogue so teachers can model thinking strategies effectively, define problems, seek empirical evidence, and clarify misconceptions. Students will be taught to utilize strategies of reciprocal reading groups to work together to ask questions, select relevant information, define problems, and use appropriate methodology to investigate and experiment, record procedures and report results.

GEA #2 will measure student progress periodically using publishers' assessments, as appropriate. The results of periodic assessments will determine student progress toward learning goals and the efficacy of math instruction. Periodic assessments are tools to help teachers focus on the percentage of students meeting benchmark criteria in each concept area and will serve to inform instructional planning, instructional efficacy and professional development.

It is expected that all GEA #2 students will work toward and meet benchmarks established by the district in order to achieve a proficient or advanced score in science on the California Standards Test at the appropriate grade level.

Following the Science Content Standards for California Public Schools (California Department of Education, 2003) the following areas form the basis of GEA #2's science instruction:

- Life sciences
- Physical sciences
- Earth sciences
- Investigation and experimentation

Visual and Performing Arts. GEA #2 believes that the arts should play a prominent role in the school experience of any child and will offer weekly, varied opportunities for students to learn about various art forms and express their creativity and imagination. The arts in its many manifestations open worlds and vistas for children of all backgrounds. The artistic experiences of children will include participation in performance in order to develop their verbal and nonverbal means of expression, as noted in the Visual and Performing Arts Framework for California Public Schools (California Department of Education, 2004). The implementation of GEA #2's vibrant and exciting arts program centers on five areas of emphasis, grounded in the California Standards for the Visual and Performing Arts:

- Artistic perception – the processing, analyzing, and responding to information perceived by the senses in dance, music, theater, and the visual arts;
- Creative expression – the creation of original works that include application of the principles of composition, arrangement, and performance;
- Historical and cultural context – helping students understand the historical

- contributions, roles, functions, and development of various artistic disciplines, including an analysis of musicians, composers, artists, writers, actors, dancers, and choreographers of various periods;
- Aesthetic valuing – the analysis and critique of works in the visual and performing arts, as well as the application of processes and skills to works in various disciplines; and
 - Connections, relationships, and applications – the application of what students have learned in one artistic discipline to other subject areas.

GEA #2 will provide varied opportunities to showcase student creativity and learning in order to enrich the environment of the learning community. All students will be expected to participate as completely as they are able in all aspects of the program.

Foreign Language Instruction

As part of GEA #2's commitment to global education, the acquisition of an additional language will be a primary instructional goal for students. Students will participate in either of two language program models or strands. Since there are three classes at each grade level at GEA #2, two strands of classes K-5 will focus on Korean/English language instruction while the other will focus on English language development.

The Korean Language Strand

The Korean language strand will teach Korean using an immersion model. The specific type is a two-way immersion since there are identified Korean-speaking EL students residing within the general area.¹

The two-way immersion model has proven successful in a variety of languages and contexts (Baker, 1993, Foundations of Bilingual Education and Bilingualism). In a survey of over 1,000 research articles on immersion education, Baker has noted a consistency in the findings that indicate participation in a foreign language immersion program leads to high levels of proficiency in the foreign language, increased awareness of and proficiency in English, and greater respect for diversity.

Language instruction in Korean and English will be evenly divided in a 50/50 model. 50% of instruction will occur through English while the other 50% will occur through Korean. All subjects will be taught in both languages. However, instruction in one language will not repeat or translate instruction in the other language.

¹To the extent possible, efforts will be made to recruit Korean -speaking EL students who reside within GEA #2's general

attendance area, specifically from the population of Korean -speaking families from the neighboring Koreatown area. In so doing, the program would have the benefits of a dual language program. However, the basic structure and curriculum of the program would remain the same with the exception that primary language instructional materials at a higher level would be included.

Language instruction will be divided by time and subject according to the matrix below. The matrix illustrates a sample day in kindergarten in Korean.

Sample Day: Grade K		Instructional Lang. & Minutes	
		Korean	English
8:00	All students meet for the Pledge of Allegiance, announcements, and school-spirit building activities.		15
8:15	Opening classroom activities: Daily news, weather graph and other oral language development.	15	
8:30	Reading/language arts instruction	50	
9:25	Recess: Supervised organized activities	N/A	
9:45	Content Area Instruction (Math, Science, Social Studies)	100	
11:20	Lunch	N/A	
12:00	Visual & Performing Arts/P.E.	30	
12:30	Content Area Instruction (Math, Science, Social Studies, ELA)		90
2:00	ELD Mixing		90
3:30	Dismissal		
Total		195	195

As indicated in the matrix above, subject matter will be presented in both languages throughout the day. The ELD Mixing portion of the day is when students from both language strands, Korean and English, mix to allow for English language development. Teachers will select projects that promote interaction.

Korean Language Strand Curriculum

The Korean strand will use *California Treasures* in English for English language arts instruction.

Korean language arts will be taught using Korean core literature selections that support the themes presented in *California Treasures*. Math (Harcourt), science (Harcourt), and social studies (McGraw Hill) will be taught using English language textbooks. Concepts and content from these texts that require less scaffolding will be taught in Korean using teacher created materials.

Curriculum for the visual and performing arts and physical education will be developed based on themes presented during language arts instruction. Lessons will address standards as outlined in the California Standards and the Common Core.

For ELD mixing time, teachers will prepare projects and tasks in various content areas that will promote interaction. These projects and tasks will develop student proficiencies in content and ELD areas. ELD standards will provide a focus for organizing the interactive tasks in which students will be involved.

All lessons in English or Korean will be delivered using SDAIK (Specially Designed Academic Instruction in Korean) or SDAIE (Specially Designed Academic Instruction in English) strategies. These strategies are collectively used to shelter the content, concepts, and language in a way that is comprehensible and accessible to students in both languages. Research has shown that all students, whether they be native speakers or language learners, benefit from sheltered approaches.

The English Language Strand and Curriculum

The English language strand will teach English using SDAIE strategies. Spanish-speaking EL students will be mixed in the classroom with English-speaking EO or IFEP students to the extent possible given recruiting realities and parent choice.²

The daily matrix is similar to that presented for the Korean strand. Content will be delivered in English throughout the day. Primary language support will be given to students by the classroom teacher and TAs.

English Language Arts will make use of components of *California Treasures* in English. ELD will be taught during mixing time in conjunction with the Korean strand students. Instruction in other content areas (math, science, social studies) will follow curriculum presented in English language texts as described above in the Korean strand.

Literacy Development

Students in the Korean strand will develop literacy skills in both Korean and English beginning in kindergarten. Students in the English strand will develop literacy in English beginning in kindergarten.

Teaching literacy in two languages beginning in kindergarten was successfully piloted by the Korean/English Dual Language Program (KDLP) of the Los Angeles Unified School District in 1993. Prior to the LAUSD's implementation of the KDLP, it was thought that development of literacy in two languages beginning in kindergarten would be confusing and counterproductive. However, research on this practice of literacy development showed that students were competent and developed high levels of literacy in both languages (Sohn/Merrill, 2008). This success ultimately led to its selection as a model bilingual program by both the California and U.S. Departments of Education.

Accordingly, the English and Korean strands will base instruction on the California Standards in English Language Development and the CCSS in ELA.

Student Placement in the Korean and English Strands

Incoming kindergarten students who are identified as English proficient on the CELDT will be placed in the Korean two-way immersion program with Korean-speaking students identified as proficient in Korean through the Basic Inventory of Natural Language (BINL). Those who are not proficient in English whose Home Language Survey indicates Spanish as the primary language will be placed in the English strand.

Similarly, students who enter GEA #2 in grades 1 and 2 will be evaluated to determine dominant language proficiency. Students whose dominant or primary language is English will be given the option of participating in either the Korean or English language programs according to parent choice. EL students whose primary or dominant language is Korean will be directed to the Korean strand wherein they will receive primary language support. EL students whose primary language is other than Korean will be directed to the English strand. 2nd grade typically represents the highest grade at which students without target language proficiency may enter an immersion program. Thus, students who are new to GEA #2 entering in grades 2 and below when space is available may be admitted to the Korean immersion strand.

Students entering GEA #2 in grades 3-5 are generally not capable of following instruction in a second language unless they have had prior experience with the foreign language. It is for this reason that incoming students without Korean language proficiency, whether proficient in English or not, will be directed to the English strand.

Implementation Sequence

Full implementation of foreign language immersion program will take 5 years. The Korean strands will be implemented in kindergarten, first, and second grade only during the 2014/2015 school year. Each year thereafter, one grade will be added until all grades K -5 are implementing either the Korean or the English strand. Graduated implementation also allows the school and teachers to prepare for full and proper implementation at each grade level as it is added.

1.6 Enabling Students to Become Life-Long Learners

When a student is enabled to continue learning throughout his or her life, that student finds pleasure in learning and has the necessary skills to successfully seek and use new knowledge to enrich his or her life. GEA #2 seeks to offer daily opportunities for students to find success in a culturally and linguistically sensitive, diverse learning community.

GEA #2's focus will be to develop leadership skills among its students in a respectful accepting environment. Students will learn to solve academic and social problems in a rigorous standards-driven academic curriculum. To offer the broadest opportunities, GEA #2 will base its curriculum on national and California academic content and performance standards in each subject area, including reading/language arts, science, math, art, foreign languages, and social studies.

Instruction at GEA #2 is focused on academic language development, requiring that students master the language of instruction fully in order to understand and think critically about core concepts. To that end, GEA #2 will use an inquiry-based approach where students work in cooperative and collaborative groups, pairs, and whole class instruction to practice, reinforce and refine language competency in English and Korean.

The academic success of any language development program academic is literacy instruction and the print-rich environment that supports student learning. At GEA #2, this will include a strong emphasis on print media (texts, books, magazines) as well as electronic forms (Internet, other computer-based instruction). Students with greater access to books have a greater chance of success in literacy development (McQuillan, 1998, *Literacy Crisis: False Claims, Real Solutions*), and well-stocked classrooms and school libraries are essential to that effort. GEA #2 will seek out and provide materials that are responsive to the language, cultural and economic backgrounds of students in order to avoid perpetuating negative assumptions and expectations about connections between and among the ability or capacity of students, their school adjustment and motivation, their ethnicity, racial, gender, economic or language background.

GEA #2 instruction will be hands-on and will stress interactive, intercultural skills. Direct instruction, demonstrations, simulations and mixed media will all play a role in GEA #2's approach to providing rich educational experiences for students. Dynamic age- appropriate, research-based instructional methodologies will be matched by high expectations for student learning.

1.7 Professional Development

GEA #2 will implement a comprehensive staff development program designed to achieve long-term results and to address the school goals, curriculum, instructional practices and evaluation. Professional development activities will be selected and organized to meet needs identified through data collection and analysis. Data collected from the Smarter Balanced Assessment, publishers' assessments, OARS benchmark exams, and CST results, classroom observations, performance evaluations, parent surveys, WASC accreditation results, etc. will provide administrative staff with information to organize staff development activities. Needs identified through data collection will be prioritized to maximize return on investment. For example, if data collection reveals greater student need in the area of reading comprehension, more resources (time and money) will be allocated to professional development that focuses on strategies for increasing proficiency in the area of reading comprehension. Completion of any staff development activity will initiate a new round of data collection to assess efficacy and to plan for future professional development.

Professional development occurs on a weekly basis and periodically throughout the year. Every Tuesday afternoon from 3-4 p.m. is set aside for professional development activities for the entire teaching staff. An additional time slot (2:30 – 4:00 p.m.) is set aside each week for grade level specific issues. This occurs on different days for different grades as students receive instruction in physical education or the visual and performing arts from a rotating teacher. There are two pupil free days each year that are used for professional development as well as 10 minimum days.

GEA #2 will utilize various sources to provide professional development to its staff. Professional development will be given by the administrative staff, experienced GEA #2 teachers, and/or outside consultants, as well as through conference and workshop attendance. All training will follow a research-based design to clarify roles and responsibilities, and to offer maximum support for teacher learning, including expert training followed by classroom demonstrations, in-class coaching, co-teaching with collegial support and feedback. Experienced teachers with expertise and the ability to demonstrate knowledge of methodology, instructional practices and assessment will assist and support new, inexperienced teachers in supportive peer collaboration.

GEA #2 will assure that teachers have multiple opportunities to learn and practice successful implementation of 1) Common Core implementation; 2) direct instruction; 3) scaffolded instructional strategies; 4) the use of graphic organizers; 5) reciprocal reading; 6) the use of structured student discussion; 7) strategies for addressing language development (English, Korean) at the various language development levels; 8) integration of technology in the classroom; 9) project-based learning in which students make application of skills and concepts; 10) differentiated instruction; and 11) Understanding by Design.

Teacher teams will meet regularly for grade-level articulation related to instructional practices and results, and to collaborate for the provision of differentiated instruction to meet special

student needs, provide support services and extended or enhanced learning opportunities. Teacher groups will meet regularly to articulate across grade levels to assure consistent alignment of instructional practices and lesson design, curriculum mapping, and instructional pacing for all grade levels.

GEA #2 will assure that teachers have multiple opportunities to visit other classrooms, observe demonstration lessons, participate in peer coaching, co-teach lessons using newly acquired strategies, and discuss outcomes.

Parents will participate in instructional workshops and classroom visits to learn about and observe instructional practices and examine student work related to standards. Parents will participate in planning performance events and learning demonstrations that assist other parents to focus on standards, instructional pacing, standards-based evaluation and grading practices.

Implications of this focused and research-based professional development plan will be evident in student achievement of the Common Core State Standards, ability to use technology for a variety of purposes, knowledge of two more languages, and the ability to make practical real-world application of knowledge and skills learned.

1.8 Ensuring Equal Access to All Students

GEA #2 is committed to providing equitable, comprehensive instruction to all students, regardless of their background. As such, it is prepared to meet the needs of various special student groups, including but not limited to English language learners, gifted and talented students, students at-risk of falling behind or who have fallen behind grade-level expectations, and students with special education needs. GEA #2 believes that a truly inclusive environment welcomes all students and must be a clear priority in the minds of staff, teachers, and students. GEA #2 will proactively seek to provide instruction that is responsive to the language, culture, and economic backgrounds of students in order to promote positive assumptions and expectations about the ability or capacity of all students, regardless of their ethnicity, racial, gender, economic or language background.

GEA #2 will utilize district procedures and methods to properly and legally identify the special needs of students, and will assure that appropriate measures are taken to address those needs. Identification of English learners, gifted students, and students in need of special education will follow all legal guidelines and procedures outlined in various district publications. Ongoing assessment of progress will take place as determined by pacing plans for reading and mathematics and results will be used to provide appropriate in-class assistance to students and additional assistance beyond the classroom as appropriate. Teacher assessment of daily assignments and performance assessments will serve to monitor progress, assuring a continual commitment to providing every opportunity for students to achieve and maintain grade-level progress.

School committees to assess grade level progress will facilitate additional recommendations and

assurances that each student receives equal access to the core curriculum in a culturally or linguistically appropriate method. Teachers will also meet to analyze common problems and design lessons to meet the specific academic, language and cultural challenges of students. Extended day projects and activities will allow students to remain at school in a safe environment to complete homework, receive additional attention, or read for pleasure with a peer or tutor, as appropriate.

Student progress will be tracked using previously mentioned district, teacher-created and standardized assessments, and parents will be invited to meet with teachers to discuss their child's progress regularly. GEA #2 will hold a minimum of two parent-teacher conferences each school year and provide frequent reports to parents of their children's progress. GEA #2 will create partnerships with parents designed to meet student's individual learning needs using phone and written communication, and conferences.

To ensure a diverse student population, GEA #2 will put in place a recruitment and outreach plan that includes several key aspects. The GEA #2 will publicize and recruit by providing local schools and community organizations with information about the nature and vision of the GEA #2, and its offerings. Outreach to the community will include hosting community Open House events, providing tours of the school, and speaking with interested parents. Community presentations at relevant local organizations and advertisements in publications in the region will also be part of the recruitment effort. The school will document the efforts the school makes to achieve student racial and ethnic balance and the results achieved in accordance with the goals set out in its charter.

GEA #2 will use newsletters in the home language of the parent, fliers, teacher phone calls, occasional surveys, and meetings to communicate with parents and ensure their active participation in the school. GEA #2 will hold at minimum biannual parent-teacher conferences and provide frequent reports to parents of their children's progress through teacher phone calls, conferences, and written communication. Student progress will be tracked by teacher-created and standardized assessments, and parents will be invited to meet with teachers to discuss their child's progress. Teachers will also meet to analyze common problems and design lessons to meet the specific academic and language challenges of the students.

Informational meetings will inform parents about the school organization, introduce staff members and provide contact information for appropriate staff members. A series of volunteer activities will encourage parents to participate in various activities, including reading to and with students, assisting in the library or with computers, tutoring, and other special activities. Regularly scheduled parental education classes will be provided throughout the year to address topics designed to help parents assist their children to know how to be good students and succeed academically and socially. Parental feedback and suggestions will be a regular part of all interactions, and will include school suggestion boxes, informal discussions with school staff, questionnaires and opinion surveys.

Teachers will participate in staff development to learn methods to collaborate and communicate with parents effectively, and will use GEA #2's series of parent classes and volunteer activities to improve student achievement. In addition, teachers will design presentations about cultural topics

relevant to the community served by GEA #2's curriculum. GEA #2 will draw upon the expertise of its principal, board members, and other consultants to provide cultural awareness activities, including in-services, periodic school assessments of teachers' ability to integrate cultural themes into classroom instruction, and discussions of issues of concern to parents and the community. The principal will plan and implement appropriate discussions as part of regular staff meetings, grade-level planning meetings, and parent- community meetings, assuring appropriate staff and community input.

1.8.1 English Learners

GEA #2 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), GEA #2 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

GEA #2 shall provide to the CSD an annual report of its EL program assessment. Upon request, GEA #2 shall provide a copy of its current EL Master Plan to the CSD.

GEA #2 shall administer the CELDT annually in accordance with federal and state requirements.

GEA #2 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.

Language and content instruction are inseparable (Cummins, 1981). GEA #2 will modify instruction to make the academic language of instruction comprehensible without compromising the core content. GEA #2 will provide an ideal environment for language acquisition and cognitive development. Specially Designed Academic Instruction in English (SDAIE) and other ELD models such as language through content approaches will be used to ensure appropriate instruction across the curriculum. Teachers will use Into/Through/Beyond framework in structuring lessons and include, where appropriate, preview/review of the core skills and concepts

in the primary language. All teachers will be trained and qualified to deliver SDAIE in all academic content areas. GEA #2 will promote a hands-on, multi-modal approach that makes extensive use of manipulatives, graphic organizers, and other SDAIE strategies. GEA #2 will also support and value the home languages of its students within an instructional framework consistent with current laws and regulations on language use in the classroom. As a promoter of global education, the development of the home language will receive special emphasis, where possible.

Appropriate legal procedures and assessment will be used to identify English learners, assess their level of English and home language development, and monitor their progress toward proficiency in English in accordance with California guidelines for reclassification. GEA #2 will comply with all legal prescribed procedures in this area including, but not limited to the following.

GEA #2 will establish a system for enrollment that assures trained staff will assist parents of potential English learners. Parent responses on the Home Language Survey will determine whether or not to proceed with English language assessment.

- Required assessment in English will take place within 30 school days of enrollment using the CELDT. Any student with an overall score of 1 through 3 in the listening/speaking area will be classified as an English learner. In addition, students in grade 2 and above who receive an overall score of 4 or 5 and a score of 1 or 2 in either the reading or writing skill area will be classified as an English learner.
- Parents will be notified of test results and offered ample opportunity to consult with the school regarding required and appropriate services.

GEA #2 will provide instruction in English language development (ELD) based on each student's level of English proficiency and designed to support the academic content areas using state-adopted ELD materials.

Progress in ELD will be evaluated using regularly scheduled performance assessments and yearly CELDT results. It is expected that all English learners will work toward mastery of the California ELD Standards and make adequate or better yearly progress toward reclassification as proficient English learners within the expected time period. Adequate ELD progress is defined as mastery of one ELD level each school year.

GEA #2 will closely monitor students to ensure they are making adequate progress in ELD. GEA #2 will provide additional in-class, after-school, weekend, and summer opportunities for reinforcement and practice designed to help students meet expectations.

GEA #2 will identify students who meet criteria for reclassification on the CELDT with an overall score of 4 or 5, and a score of 3 or more in each of the skill areas. The school team will review all referrals for reclassification and examine evidence submitted to substantiate claims that the student has no academic deficit in any academic area. When the team determines that all current reclassification criteria have been met, parents will be notified and the student will be reclassified.

1.8.2 Standard English Learners

GEA #2 recognizes that its student population will reflect various cultural and linguistic backgrounds. GEA #2 is dedicated to meet the needs of all students, including the needs of Standard English Learners (SELs) – students for whom Standard English is not native and whose home language differs in structure and form from academic English. SEL languages include African American English, Mexican American English, and others.

GEA #2 draws on some current research and practice in providing effective instruction for SELs (Center for Applied Linguistics, 1997). GEA #2 believes that all students have a right to acquire Standard English in an environment that values bi-dialectical proficiency in oral and written language.

Research indicates that the acquisition of the Standard English dialect among SELs is best achieved by implementing a program based upon three principles:

1. Extensive exposure to standard dialect speech and writing patterns throughout the school day;
2. Activities that highlight and value different patterns of usage in both standard and non-standard varieties of English; and
3. Respect for and fostering of bi-dialectical identity among students, secure in both the value of their home variety of English and able to use standard varieties in appropriate contexts.

To these ends, teachers will be trained in discourse patterns that have been found to be successful with students (Foster, 2002), including call-and-response patterns and other similar speech interactions. Teachers will follow the instructional approaches outlined in the district's Academic English Mastery Program (Lemoine, 2006), including the use of second language and balanced literacy approaches in the classroom. In particular, GEA #2 will institute a program similar to the district's Literacy Back Pack Program which provides access to reading materials to students, a research-based approach to increasing literacy development for both L1 and L2 speakers and for standard and other varieties of English (McQuillan, 1997).

1.8.3 Socioeconomically Disadvantaged Students

Overall, GEA #2 believes its curriculum and methods of instruction are GEA #2red towards meeting the needs of socioeconomically disadvantaged students. GEA #2's use of language through content approaches, reciprocal reading, and graphic organizers will help these students excel. In addition, GEA #2's extended school day and extended school year, where students will receive 1.25 additional hours of daily instruction (8:00 a.m. to 3:30 p.m.) and 190 instructional days, allows students to receive the attention they need to succeed in an academic environment.

GEA #2 will use the free or reduced lunch application to identify socioeconomically disadvantaged students. Using this, GEA #2 will make sure each child has access to a healthy and nutritious lunch.

1.8.4 Gifted and Talented Students

GEA #2 assures that its program of curriculum and instruction will prepare all students, including underrepresented students, for identification as gifted and talented and provide opportunities that promote student achievement. GEA #2 will take definite steps to ensure that students of diverse groups are not excluded or isolated from clusters and classes.

Student assessment systems, which emphasize portfolio and performance-based tasks, will be used to allow for a wider differentiation of instruction and performance by students of varying skill levels. GEA #2 will offer both pull-out enrichment programs that have been found to be effective by researchers (Rogers, 2005) as well as in-class clustering of heterogeneous and homogeneous groups with differentiated instruction.

Potential candidates for identification as gifted and talented will be referred for assessment by a parent, teacher, friend, or by self-referral. The referral will be screened and the recommendation to continue the process will be made by certificated personnel and supported by school records. Identification will be accomplished through a process that consists of the following steps: 1) search and referral, 2) preliminary review and screening by certificated personnel to determine potential eligibility, 3) assessment/case review as appropriate (such as auditions/demonstrations/high achievement/ psychological services assessment for intellectual ability) and 4) parent notification of eligibility.

1.8.5 At-Risk/Below Grade Level Students

GEA #2 believes that all students should have the opportunity to reach their highest potential. When students are unable to meet expectations and for a variety of social and educational reasons, perform below their grade level and/or are at risk of failure, GEA #2 will provide resources to assure that students keep up. Drawing upon its strong commitment to global, multicultural education, GEA #2 will seek out those factors that may be impeding a child's academic growth and attempt to remove potential barriers to achievement. Barriers may include, but are not limited to language difficulties, cultural orientations, parent or family issues, inadequate previous schooling experiences or a lack of understanding of school culture, unequal access to learning materials, or a lack of opportunities to learn.

GEA #2 believes that early prevention and intervention for academically at-risk students will allow most to meet expectations. Research has shown that most students at risk for reading failure are those who enter school with limited understanding of literacy concepts related to phonemic awareness, oral language or print. Limited readiness is usually associated with but not limited to cultures of poverty. When reading is taught in the student's second language, or when students do not understand the academic English language of instruction, other barriers are added. Students with strong literacy skills are sometimes unable to find success in mathematics, while others demonstrate weakness in both reading and math.

GEA #2 assures that student progress will be monitored regularly and continuously so that student needs can be identified as soon as a child begins to falter. All efforts will be made to first provide specially designed support within the classroom that will allow the student to keep up, e.g.,

altering instructional activities or approaches, or providing additional assistance to individuals and small groups. GEA #2 assures that research-based targeted interventions will be in place to support students lacking prior instructional experiences or second language acquisition.

GEA #2 will follow the district's three-tier prevention/intervention framework.

TIER 1: Instruction and Early Screening

GEA #2s strong instructional program will provide structured, systematic learning in all academic subjects. Strong instruction introduces and reinforces concepts and skills in the core subject areas. Effective literacy instruction will include daily phonics routines, teacher-directed interactive reading, questioning, and structured discussion such as reciprocal reading. The academic language of text will be compared to cultural language patterns and differences will be clarified. Effective ELD strategies will include direct instruction, modeling in various contexts, repetition and substitution using language patterns, building one to one relationships between sounds/symbols and words, and story retelling.

Effective math strategies will include building conceptual relationships using manipulatives, learning how to use and read the language of mathematics in words and symbols, using graphic organizers to organize information, and structured discussion of word problems such as reciprocal reading. Analysis of instructional implementation will serve to improve and assure the integrity of instructional effectiveness.

When instruction fails to provide success for all students, early screening and consistent monitoring for student weakness will identify students in need. The first focus of GEA #2 intervention will be early identification of students whose overall academic performance is below expected levels of achievement. Students who are unable to complete daily assignments and do not meet benchmarks on the periodic reading assessments, periodic math assessments, or ELD performance assessments will be identified and first provided with additional focused classroom instruction that is individualized for the student's learning style and specific to the assessed area of weakness in reading, math or language development. Intervention and supplementary materials designed to address assessed areas of weakness will be used during structured independent work time in reading, and at other work periods during the day.

GEA #2 believes that English language development and academic English language development are essential for most students raised in poverty, in a different language and/or culture, or with other sociolinguistic influences that have an effect on learning in school. It is with this knowledge that GEA #2 adopted a comprehensive curriculum for all subjects to be taught using special approaches such as language through content while extending instructional activities to include culturally relevant stories, associations, and experiences that include all student groups. Teachers and administrators will work closely with parents to identify patterns of failure and success, and to raise family levels of understanding of what it takes to be successful in school. GEA #2 staff will identify and provide remedies within the classroom that can be reinforced at home, all the while encouraging and challenging the student to attain his or her potential.

TIER 2: Intensive Intervention

Ongoing intensive intervention will be provided throughout the year for students during the school day and during the extended day program. These remedies may include (but are not limited to) extra tutoring (before, during, and after school), assistance from teacher aides, extra monitoring by teachers, additional/remedial instruction after and/or before school, and assistance from community volunteers.

Remedies will be research-based and will include pre- and post-screenings of academic progress. The primary focus will be on remediation of weakness in reading and writing with systematic instruction in phonemic awareness, phonics and sight vocabulary. Remediation in ELD will focus on the interactive use of academic language appropriate for the proficiency level of the student and will include writing. Remediation in mathematics will focus on the assessed needs of students. Intervention activities will be aligned to content standards and will include, but not be limited to intensive instruction and/or individual tutoring with a certificated teacher, continual monitoring of progress, individual assistance with trained teacher aides, and assistance from trained community volunteers, when appropriate.

TIER 3: For Students who are not able to respond successfully to intervention

When students are not able to respond successfully to activities in Tier 1 and 2, and continue to score in the intensive band on periodic reading assessments, an analysis of the level of student participation and the integrity of the intervention program implementation will be undertaken to identify factors that may be impeding achievement.

In the event that remedies do not improve the student's achievement level, he/she may display characteristics of a disability and will be referred for a comprehensive evaluation to determine if the student has a disability that requires special education services. The comprehensive evaluation will use all progress monitoring data and diagnostic testing previously collected as well as supplementary assessment materials as a basis for establishing the disability, eligibility and need for special education services.

1.8.6 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, Global Education Academy #2 will execute a Memorandum of Understanding ("MOU") by and between LAUSD GEA #2 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.

1.8.7 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.

1.8.8 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").

1.8.9 Modified Consent Decree Requirements

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

As part of fulfilling the District’s obligations under the MCD, student level data requests from District-operated and Charter-operated 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.

2.0 Measurable Pupil Outcomes

“The measurable pupil outcomes identified for use by the charter school. ‘Pupil outcomes’ for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school’s educational program.”

2.1 Goals of Skill, Knowledge, and Attitude Attainment

GEA #2 will seek to provide all students with an understanding of the core curriculum that goes beyond the state and local requirements and close any achievement gaps that may occur among various sub-populations, ultimately assuring that all students meet grade-level expectations or above.

Subject	Ongoing Formative Assessment	Yearly Summative Assessment
English Language Arts	<p>Students will demonstrate the ability to read, write, speak and listen as shown on periodic California Treasures skill assessments, fluency assessments, and written performance assessments.</p> <p>To meet state and federal expectations, GEA #2 expects a minimum of 60% of students to demonstrate adequate reading progress each year by scoring on the OARS Benchmark band (8 and above) each quarter in order to increase the likelihood of achieving a proficient or advanced score on the Smarter Balanced Assessment in ELA.</p>	<p>In the second year of operation (2015/2016), students in grade 3 will establish base line scores using the Smarter Balanced Assessment. GEA #2 projects that the percent of students scoring proficient or higher will be at least as high as the District average, surpassing two neighboring schools in all significant categories and subgroups.</p> <p>Each following year, students on average will make one year or more of progress each academic year, thus continually decreasing the percentage of students scoring below proficient by 10% in all statistically significant categories and subgroups using Smarter Balanced Assessment.</p>
Mathematics	<p>Students will develop an understanding of the formal, logical reasoning system that governs mathematical inquiry, from basic computation to higher forms of numeracy by successfully completing end-of-unit Harcourt Math periodic assessments with scores of 70% or higher.</p> <p>90% of students in grades 2-5 will score at 60% or higher on the quarterly OARS benchmark test, which predicts the achievement of proficient or advanced on the Smarter Balanced Assessment in mathematics.</p>	<p>In the second year of operation (2015/2016), students in grade 3 will establish base line scores using the the Smarter Balanced Assessment. GEA #2 projects that the percent of students scoring proficient or higher will be at least as high as the District average, surpassing two neighboring schools in all significant categories and subgroups.</p> <p>Each following year, students on average will make one year or more of progress each academic year, thus continually decreasing the percentage of students scoring below proficient by 10% in all statistically significant categories and subgroups using Smarter Balanced Assessment.</p>

Subject	Ongoing Formative Assessment	Yearly Summative Assessment
English language development	<p>English learners will demonstrate mastery of listening, speaking, reading and writing standards at their assessed ELD level, as shown on periodic performance assessments. Students will be assessed on a quarterly basis for both oral and written English proficiency, scoring 65% on their grade appropriate Informal Reading Inventory administered by their teachers.</p> <p>Overall, students will make at least one year of progress in one academic year as shown by completing the standards for one ELD level each academic year.</p>	<p>English learners will demonstrate mastery of listening, speaking, reading and writing standards for one ELD level each year as assessed on the annual CELDT. At least 65% of ELs will improve one level in proficiency on the CELDT each year.</p>
Social Studies	<p>All students will demonstrate mastery of standards in history, geography, and other social studies areas by successfully completing periodic end-of-unit McGraw Hill Social Studies assessments with scores of 70% or higher.</p> <p>Students will also participate successfully in grade-level multi-task projects designed to apply critical concepts and skills as well as general knowledge of current events, as appropriate. These projects will be documented in portfolios and reflective journals.</p> <p>All assignments and projects will be graded on an established standards-based four-point scale using grade-level in-house assessment rubrics developed to guide student performance and assessment. Students will achieve a 3 or higher on the four point scale.</p>	<p>Students will demonstrate mastery of social science standards for their grade level on final projects. All students will participate in presentations of learned concepts and skills designed to integrate listening, speaking, reading, writing and use of technology with the social studies.</p> <p>Presentations will be designed to showcase multicultural respect and student leadership abilities and will be evaluated using an established standards-based four-point scale using grade-level rubrics developed to guide student performance and assessment. Students will score a 3 or higher on the four-point scale on this in-house assessment.</p>

Subject	Ongoing Formative Assessment	Yearly Summative Assessment
Science	<p>All students will demonstrate mastery of science standards, including fundamental concepts in the fields of life sciences, physical sciences, earth science by completing investigations and engaging successfully in scientific methodology, and successfully completing Harcourt Science end-of-unit assessments with a score of 75% or higher.</p> <p>All assignments and projects will be graded on an established four-point scale using grade level in-house assessment rubrics to guide student performance and assessment. Students will achieve a 3 or higher on the four point scale.</p> <p>Assignments and projects will be scored and recorded in a science journal.</p>	<p>65% of students will demonstrate mastery of science standards as shown on the CST in science in grade 5 by scoring at the proficient or above range.</p>
Foreign Language	<p>Students will make at least one year of progress in one academic year as shown by completing the standards for one foreign language level each academic year as derived from the American Council on the Teaching of Foreign Languages (ACTFL).</p>	<p>Korean language learners will demonstrate mastery of listening, speaking, reading, and writing standards as measured by administration of an in-house developed criterion-referenced test based on standards derived from the American Council on the Teaching of Foreign Languages (ACTFL).</p>

Subject	Ongoing Formative Assessment	Yearly Summative Assessment
Physical Education	Students will demonstrate increasing knowledge of healthy practices through participation in activities designed to measure long-term progress in physical growth, skills and increased strength and stamina. Data will be recorded on individual journal records.	95% of students will be expected to participate fully in all physical education learning and activities to the best of their abilities, including participation in the 5 th grade fitness test.
Visual and Performing Arts	Students will demonstrate an appreciation for artistic pursuits such as music, painting, acting and dance by participating in specially designed classroom activities and preparing projects and performances that showcase learning in the visual, performing and musical arts. Student portfolios that demonstrate long-term participation and growth will be maintained.	100% of students will be expected to participate fully in all artistic activities and projects to the best of their abilities.
Technology	<p>Students will demonstrate familiarity and competence with various technologies, including computer, video, and other electronic media by successfully using technology 1) to write, revise and edit for a variety of purposes, 2) do research, 3) create media presentations, 4) communicate with others in English and a foreign language, and 5) use multimedia to create visual arts, and enhance performing arts including musical presentations. Products and progress will be noted in the student's portfolio.</p> <p>All assignments and projects will be graded on an established four-point scale of the in-house assessment using grade-level rubrics developed to guide student performance and assessment. Students will achieve a 3 or higher on the four point scale.</p>	<p>A yearly evaluation of each student's portfolio will be evaluated to establish growth over the year. Growth will be graded on an established four-point scale using grade-level rubrics developed to guide student performance and assessment.</p> <p>Each project year, students will show mastery of 50% or more of the International Society for Technology and Education (ISTE) standards.</p>

Subject	Ongoing Formative Assessment	Yearly Summative Assessment
Citizenship	Students will demonstrate understanding of the global nature of present-day society with sensitivity to multicultural and multilingual issues in daily interactions and discussion. Students will participate in leadership by exercising rights and responsibilities in the school community that can be projected to the larger community at higher-grade levels. Students will demonstrate the quality of their understanding in daily interactions and by successfully participating in problem-solving activities drawn from the social studies and other disciplines that engage students in simulations, school and community design, intercultural exchanges, conferences, mock trials, student government and other, as appropriate.	Student growth in participation and leadership will be recorded in individual journals and evaluated at the end of each semester using a four-point rubric designed for each grade level. 100% of students will participate and will demonstrate growth over the school year.

Academic Performance Index (API):

API	District 2012/2013 Growth	Esperanza 2012 Base/2013 Growth	Tenth Street 2012 Base/2013 Growth	GEA #2 Base Target for 2014-2015
All students	746/749	699/674	758/795	830

GEA #2 API expects an API base score of 830 in its first year of operation. In subsequent years, GEA #2 expects to increase its API score by at least 5 points per year.

Adequate Yearly Progress (AYP) Annual Measurable Outcomes: Percent proficient or above

Subject Area	District 2013 Outcome (all grades)	Esperanza 2013 Outcome (Grades 2-5)	Tenth Street 2013 Outcome (Grades 2-5)	GEA #2 Target for 2014-15 (NCLB)
English Language Arts	48.8	26.5	43.5	60.0
Mathematics	54.2	47.7	70.7	70.0

For school year 2014/15 and beyond, GEA #2 expects to meet AYP targets in both ELA and mathematics for all subgroups using the "safe harbor" caveat that credits achievement for decreasing by 10% the number of students performing below proficient.

2.2 Attendance Requirements

GEA #2 will hold classes 190 days on a single-track schedule with the option of reducing the number of instructional days in the future should state budgetary constraints force cutbacks. GEA #2 will submit the school calendar and bell schedule to the District annually for review. This will include a minimum of the following instructional time frames (in minutes) per year (Education Code 46201.5(a)(2)):

Kindergarten	36,00 minutes
Grades 1-3	50,400 minutes
Grades 4-5	54,000 minutes

2.3 A ‘Typical Day’ at the GEA #2 Campus

A typical day at the GEA #2 campus in South Los Angeles begins with the morning assembly. To develop a sense of school unity, all students will line up by class and grade level. Students will recite the Pledge of Allegiance and the student pledge. The student pledge is as follows:

I pledge to respect my friends, family, school and my community. I will work hard each and every day so that I can be the change I wish to see in the world.

Students will have the opportunity to sign up to lead the student body in these pledges. After reciting the pledge, the principal will address the students to make announcements and/or provide instruction to the school as a whole. This will be followed by a brief student presentation on *Expected Student Learning Results*.

Students are led to their respective classrooms where they begin work on their language arts instruction. Using motivating and well-planned lessons, teachers guide students through a rigorous oral and written language development program, fostering a love of reading and the promotion of critical thinking skills. Students are engaged in both small-group and large-group instruction, with several centers set up in the classroom to provide a variety of literacy and language experiences.

Students then participate in a hands-on, manipulative-based math lesson, where mathematical concepts are illustrated and made relevant through a dynamic approach to numeracy. Both the English and Korean strands will have a strong emphasis on comprehension-based teaching methods to maximize the time spent in class to promote second language acquisition. Teachers are seen using hands-on methods, including the use of realia, picture files, storytelling and re-telling, visual aids, and graphic organizers to make the language comprehensible to students.

Students then move to Social Studies, Science, Physical Education, and Arts instruction, depending on the day of the week. In Social Studies, students are engaged in lively discussions of historical narratives meant to bring alive their interest in the past and the world around them. Science students participate in experiments designed to demonstrate basic scientific principles, with ample use of manipulatives and real-world materials. Physical Education classes are geared to the appropriate large-motor skills of the students, and foster a sense of respect, teamwork, and fair play. In art class, students are exposed to a variety of media and participate actively in the creation and appreciation of all areas of the performing and fine arts.

During the day, students have a structured and supervised recess for 20 minutes. Recess will be staggered by grade level. Students and teachers have staggered 40-minute lunch breaks.

Students are dismissed by 3:30 pm, sent home with the homework tasks and other materials to enhance learning throughout the day. However, GEA #2 also offers an after-school program, which includes supervised homework time, enrichment activities, and preview/review activities coordinated with the regular school day curriculum.

It is evident to any visitor that GEA #2 students are orderly, yet enthusiastic, respectful of one another and other cultures, active and curious children who are anxious to learn and acquire skills across the curriculum.

2.4 School Calendar for the 2012/2013 School Year

The following pages present the school calendar for the 2014/2015 school year. School calendars for subsequent years follow the same pattern.

September 2014 - 21 Instructional Days

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

- 9/01/14 Labor Day Legal Holiday
- 9/02/14 First Day of Instruction
- 9/09/14 Coffee and Tea with the Principal (8:30 am)
- 9/11/14 School Advisory Council meeting at 6:00 pm
- 9/16/14 Parent Education Training (8:30 am)
- 9/23/14 Board of Directors Meeting (6:30 pm)
- 9/26/14 Minimum Day

October 2014 - 23 Instructional Days

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

- 10/03/14 Back To School Night (5-7 pm)
- 10/07/14 Coffee and Tea with the Principal (8:30 pm)
- 10/09/14 School Advisory Council Meeting (6:00 pm)
- 10/21/14 Parent Education Training (8:30 am)
- 10/28/14 Board of Directors Meeting (6:30 pm)
- 10/31/14 Minimum Day

November 2014 - 17 Instructional Days

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

- 11/04/14 Coffee and Tea with the Principal (8:30 am)
- 11/06/14 School Advisory Council Meeting (6:00 pm)
- 11/11/14 Veteran's Day Legal Holiday
- 11/18/14 Parent Education Training (8:30 am)
- 11/25/14 Board of Directors Meeting (6:30 pm)
- 11/27/14~11/27/14 Thanksgiving Holiday (2 Days)

December 2014 - 15 Instructional Days

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

- 12/04/14 School Advisory Council Meeting (6:00 pm)
- 12/08/14 ~ 12/12/14 Parent Conference Week
- 12/22/14~1/02/15 Winter Break (10 Days)

January 2015 - 19 Instructional Days

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

- 1/01/15 New Year's Day Legal Holiday
- 1/05/15 Classes Resume
- 1/06/15 Coffee and Tea at (8:30 am)
- 1/08/15 School Advisory Council Meeting (6:00 pm)
- 1/19/15 Martin Luther King, Jr. Legal Holiday
- 1/20/15 Parent Education Training (8:30 am)
- 1/27/15 Board of Directors Meeting (6:30 pm)
- 1/30/15 Minimum Day

February 2015- 19 Instructional Days

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

- 2/03/15 Coffee and Tea with the Principal (8:30 am)
- 2/05/15 School Advisory Council Meeting (6:00 pm)
- 2/16/15 Presidents' Day Legal Holiday
- 2/17/15 Parent Education Training (8:30 am)
- 2/24/15 Board of Directors Meeting (6:30 pm)
- 2/27/15 Minimum Day

March 2015- 16 Instructional Days

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

- 3/03/15 Coffee and Tea with the Principal (8:30 am)
- 3/05/15 School Advisory Council Meeting (6:00 pm)
- 3/13/15 Open House (5-7 PM)
- 3/17/15 Parent Education Meeting (8:30 am)
- 3/23/15-3/27/15 Spring Break (5 days)
- 3/27/15 Minimum Day
- 3/30/15 Cesar E. Chavez Legal Holiday
- 3/31/15 Board of Directors Meeting (6:30 pm)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

April 2015- 22 Instructional Days

- 4/2/15 School Advisory Council Meeting (6:00 pm)
- 4/07/15 Coffee and Tea with the Principal (8:30 am)
- 4/13/15-4/17/15 Parent Conference Week
- 4/24/15 Minimum Day
- 4/28/15 Board of Directors Meeting (6:30 pm)

May 2015- 20 Instructional Days

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

- 5/05/15 Coffee and Tea with the Principal (8:30 am)
- 5/07/15 School Advisory Council Meeting (6:00 pm)
- 5/19/15 Parent Education Meeting (8:30 am)
- 5/25/15 Memorial Day Legal Holiday
- 5/26/15 Board of Directors Meeting (6:30 pm)

June 2015- 18 Instructional Days

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	28	30				

- 6/02/15 Coffee and Tea with the Principal (8:30 am)
- 6/04/15 School Advisory Council Meeting (6:00 pm)
- 6/16/15 Parent Education Meeting (8:30 am)
- 6/23/15 Board of Directors Meeting (6:30 pm)
- 6/24/15 Last Day of Instruction / Minimum Day

2.5 Bell Schedule

Regular Day Schedule (M, W, Th, F)

Teacher Hours: 7:30 – 4:00

Student hours: 8:00 – 3:30

Grade	Recess	Lunch & Playtime
K-1	9:25 – 9:45	11:20 – 12:00
2-3	9:50 – 10:10	11:40 – 12:20
4-5	10:15 – 10:35	12:00 – 12:40

Professional Development Schedule (T)

Teacher Hours: 7:30 – 4:00

Student hours: 8:00 – 2:30

Recess and Lunch Schedule: Same as regular-day schedule

Minimum Day Schedule

Teacher Hours: 7:30 – 4:00

Student hours: 8:00 – 1:00

Grade	Recess	Lunch & Playtime
K-1	9:15 – 9:25	11:00 – 12:00
2-3	9:30 – 9:40	11:20 – 11:40
4-5	9:45 – 9:55	11:40 – 12:00

2.6 Sample Day Classroom Schedule

Sample Day: Grade 1	
8:00	All students meet for the Pledge of Allegiance, announcements, and school-spirit building activities.
8:15	Opening classroom activities: Daily news, weather graph and other oral language development.
8:30	Reading/language arts instruction: Treasures
9:25	Recess: Supervised organized activities
9:45	Reading/language arts instruction: Treasures
11:20	Lunch
12:00	Mathematics instruction
1:00	ELD instruction
2:00	Social science instruction
2:40	Physical education instruction
3:00	Art and music instruction
3:30	Dismissal
3:35	Snack and after-school instruction and activities
6:30	End of After School

Rationale for Allocation of Instructional Time

The development of strong language and mathematical reasoning skills form the foundation of academic success. Research (Slavin, 1999, 2000) has indicated that students who are at-risk and from second language backgrounds are in need of extensive exposure to the patterns of oral and written language in standard English in order to be successful in reading at grade level before the important benchmark of grade 3. Moreover, students in upper elementary grades need continued support in consolidating knowledge of the more academic English that is introduced at the level.

For these reasons, the GEA #2 schedule contains a strong emphasis on language arts and reading as the first and longest period of instruction in the day, constituting the entire morning of integrated instruction. Teachers will follow the adopted California Treasures curriculum, which requires considerable focus by both staff and students. Next, instruction is provided for a full hour each day in mathematics, the other pillar of the core academic subjects. Since GEA #2 believes in giving students a well-rounded education, other subjects are then addressed in the afternoon, building upon previous learning. More importantly, teachers will use cross-curricular projects that introduce science, social studies, and arts themes into the scheduled language arts and mathematics blocks, ensuring students a balanced exposure to the various disciplines.

2.7 Projected Enrollment

Table 4: Enrollment by Grade and Year at GEA #2 (Projected)

Grade	2014	2015	2016	2017
K	60	60	60	60
1	60	60	60	60
2	60	60	60	60
3	0	60	60	60
4	0	0	60	60
5	0	0	0	60
Total	180	240	300	360

GEA #2 will serve as an independent elementary charter school, offering instruction in grades K-5. It will offer three classes of 20 students per grade level, in alignment with the class-size reduction model.

GEA #2 uses PowerSchool to maintain and organize attendance information. GEA #2's attendance accounting system meets the requirements of LAUSD, LACOE, and DOE.

2.8 Selection of Curriculum, Materials, and Instructional Activities

All curriculum materials will be selected from the list of state-adopted materials and aligned to the standards-based goals and objectives established in the charter. The following state-adopted texts have been selected at this time:

- Reading/language arts in English: California Treasures and publisher's assessments
- Mathematics: Harcourt Math and assessments
- Social Studies: McGraw Hill Social Studies and assessments
- Science: Harcourt Science and assessments

Grade-level and school-wide teams will be formed to review and analyze the level of success obtained from the use of state-adopted materials, and select additional materials as needed. Teams will meet on a periodic basis to review and adjust their use of instructional materials following rubrics based upon state standards. All materials will be evaluated for cultural sensitivity and additional materials will be selected to supplement areas lacking. The principal will be responsible for coordinating these meetings, which will take place well in advance of the opening of school and during the school year as the need arises. An annual review of materials will take place each spring to allow for necessary changes in the following school year. The principal will meet periodically with teacher teams to oversee and offer guidance for the material selection process.

Individual teachers will be responsible for selecting instructional activities based upon best practices, aligned with the goals and objectives of GEA #2. In addition, the principal will meet periodically with

the teams of teachers to oversee and offer guidance for the selection of instructional activities. These meetings with teachers will typically take place a grade level planning meetings held once per week.

2.9 When and How Student Outcomes Will Be Assessed

It is imperative that students, teachers, parents, and administrators have a clear and accurate idea of the school's goals for the instructional program as well as the necessary benchmarks required to measure progress. When assessing students from a diverse population such as the one served by GEA #2, it is particularly important to ensure that measurement is done in a culturally responsive, valid and reliable way. The job of any school is to meet the required standards and expectations of the state and district where it resides, and this will also be the case for GEA #2. Overall, GEA #2 believes that assessment should follow these core principles:

- Continuity – assessment should be on-going so that it provides a useful body of evidence in judging performance;
- Integration – assessment should be an integral part of the curriculum planning and instruction in a classroom;
- Involvement – all stakeholders should have an investment in the results and are part of the process at each step;
- Appropriateness – assessments should respect the cultural and linguistic varieties present in the student population, and be free of any bias; and
- Collaboration – teachers, parents and students are part of a larger team seeking the best and most appropriate forms of assessment and instruction.

With the above in mind, GEA #2 will conduct a variety of ongoing assessments throughout the school year. Progress in English language arts will be assessed using periodic California Treasures reading assessments at approximately 6-week intervals. Oars benchmark assessments will be given four times per year according to a schedule outlined previously. Teachers will work together to provide special assistance or re-teaching for students within a grade level who need to improve in any given area and to plan enrichment for students who can move ahead.

A similar analysis of progress using quarterly Harcourt Math assessments will take place. Analysis of results will seek patterns of success and weakness will identify remediation and enrichment, as appropriate.

End-of-unit assessments in McGraw Hill Social Studies and Harcourt Science will be utilized to assess progress. In addition, grade-level assignments will be selected to demonstrate mastery of standards in social studies and science monthly. Teachers will establish a system of rubrics – in-house assessments - for each subject area that will be used to standardize the scoring of student products in social studies and science. Teachers will meet at least twice a month by grade level to agree on criteria for four-point rubrics that will describe desired academic behavior and identify differences between scores that clearly communicate what students must do to be successful. Criteria will serve to evaluate products and teachers will work with students to help them understand how to achieve the highest scores. Teachers will assure consistency of scoring by collaborating to consistently apply rubric criteria to writing and

other assignments. Samples of student products will be kept in an academic portfolio to display progress over the year.

Teachers will collaborate to plan school events that showcase artistic endeavors and display learning in all subject areas to create an enriched environment. In each display of student accomplishment, a clear connection will be made between the product or performance and standards that were mastered to accomplish the task.

In addition to the above, use of OARS benchmark testing on a quarterly basis will allow teachers to measure progress in meeting state standards in the areas of English language arts, math, and science. Results on these quarterly benchmark tests will guide curriculum development and lesson planning to meet identified needs.

Summative assessment: Standardized tests such as the Smarter Balanced Assessment will be administered at the end of each school year, as required for API and AYP. The CELDT will be administered at the beginning of the school year to English learners. A standardized test will be selected to assess Korean language development yearly.

GEA #2 will work closely with parents in parent-student conferences to ensure that there is adequate home-school communication and understanding by parents/guardians of the child's progress, the school's scoring system of in-house assessment rubrics, standards, and standardized test results.

2.10 Identification of Responsible Parties for Accountability

GEA #2 takes the responsibility for providing strict accountability for academic results as a paramount part of its mission to improve instruction for the population it serves. Each teacher will be asked to periodically submit evidence of student progress to the principal, who will confer with the teacher to determine the best course of action for any needed remediation or curricular changes.

The principal of GEA #2 also assumes the ultimate responsibility for monitoring student progress and assuring that appropriate steps are taken to guarantee the integrity of GEA #2 program and/or personnel in order to ensure academic success for students. The principal has the ultimate responsibility for meeting Adequate Yearly Progress as required by No Child Left Behind.

2.11 No Child Left Behind

GEA #2 will comply with all sections of the No Child Left Behind legislation, including but not limited to assessment, recruitment and retention of highly qualified teachers, promotion of English language proficiency, parental involvement and outreach, provision of a safe school environment, and provision of tutoring services for eligible students.

GEA #2 considers English, reading or language arts, mathematics, science, foreign languages, civics and government, economics, arts, history, and geography to be core subjects and college preparatory. Teachers at GEA #2 will be highly qualified to teach these subjects as recognized by the State of California through possession of appropriate credentials for instruction in grades K-12 self contained classrooms. GEA #2 also requires teachers to possess appropriate certificates (CLAD/BCLAD) and

bilingual/EL authorizations in order to teach EL in these core areas. GEA #2 will monitor teacher credentialing, certifications, and authorizations to comply with all federal and state mandates.

2.12 Smarter Balanced Assessment

The Smarter Balanced Assessment was designed to assess progress in mastery of the Common Core State Standards. The Smarter Balanced Assessment will be administered to all students in grade 3 and above. At every grade level, students will complete a multiple-choice test of language arts and mathematics. Students in grade 5 will complete the science test. All parts of the Smarter Balanced Assessment will be used to assess yearly student progress, and the results will be used to meet requirements for Adequate Yearly Progress and the Academic Performance Index.

2.13 CELDT

The California English Language Development Test (CELDT) will be administered to all English learners on an annual basis and will be used to determine progress through the ELD levels leading to proficiency in speaking, listening, reading, and writing. The results will be compared to student performance assignments to achieve a consistent evaluation of student progress and will be used by GEA #2 instructors in determining the best course of instruction for students, as well as for making a determination of readiness for re-classification.

In all areas, GEA #2 strives to provide instruction that leads to the mastery of the core standards established by the state, as well as other local and school-established benchmarks. As such, the school will show Annual Yearly Progress as defined by the No Child Left Behind legislation.

2.14 Test Reporting

If the charter school does not test (i.e., STAR, CELDT, CAHSEE) with the District, a copy of the school's test results must be submitted to the District on a CD on or before September 30, immediately following that spring's test administration, except that the CELDT and CAHSEE results must be submitted to the District no later than two weeks after receipt of the CD from the state's vendor. The CDs will be sent to:

Planning, Assessment and Research
School Information Branch
Beaudry Building, 23rd Floor Attn:
Grace Pang Bovy

3.0 Method by which Pupil Progress Toward Outcomes will be Measured

“The method by which pupil progress in meeting those pupil outcomes is to 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.

Standardized Testing

Charter School agrees to comply with and adhere to the State requirements for participation and administration of all state mandated tests. If Charter School does not test (i.e., STAR, CELDT, CAHSEE) 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.

3.1 Use of Standardized Tests to Measure Progress

Results of standardized tests will be analyzed at the beginning of the school year to identify the general level of student accomplishment as a whole and for each subgroup. When standardized test results are consistent with teacher evaluation of students' academic portfolios, the next year's progress will be planned accordingly. When test results do not reflect the teacher's perception of student abilities as demonstrated by student samples in the academic portfolio, an analysis of possible problems will be undertaken and solutions will be explored.

Standardized test results (Smarter Balanced, CELDT) will be used to assess the efficacy of the instructional program for the previous year so that improvements can be made in areas of weakness and strengths can be maintained. The principal will facilitate the yearly analysis at the beginning of the school year or as soon as test results become available.

Outcomes will be reported to provide meaningful information to teachers, parents, and students. All results will be analyzed to assure that each student had the opportunity to successfully display what was learned.

3.2 Longitudinal, Survey, and Other Data in Measurement

GEA #2 will use a variety of assessment methods to measure and keep track of student growth. A system will be established to implement and monitor the results of standardized and teacher-designed measures of performance. Continuous classroom records will include portfolios with performance assignments and projects, journals, records for ongoing teacher observations, and 4-point in-house assessment rubrics for assessing daily assignments.

GEA #2 will establish a cooperative learning community in which student- and teacher-led conferences will be used to discuss student strengths and weaknesses. Peer conferencing and parent/child interviews will provide additional lines for communication.

No one measure will be used to gauge overall performance. GEA #2 will use multiple measures in core academic areas to provide the most complete information possible on student performance. Assessments will be standards-aligned and research-based.

3.3 Specific Standards for Measurable Outcomes

Specific proficiency standards and processes used to determine pupil achievement are addressed in Element 2 of this charter (see the table) and will be achieved in accordance with grade level time- frame state and national standards.

The following chart outlines general outcomes and appropriate assessment tools to be used by GEA #2.

Subject	Outcome	Assessment Tools
Reading/Language Arts	The ability to read, write, speak, and listen in socially and academically appropriate ways for the age and grade-level of the student.	State-mandated assessments Publisher Assessments In house assessments: Teacher-designed assessments and assignments On-going observation Portfolios Writing journals Book lists Compositions/written products Multimedia projects
Social Sciences	The ability to learn about and explore various social science concepts and issues, using the skills of the various social sciences, including history and geography.	State-mandated assessments Publisher Assessments In house assessments: Teacher-designed performance assignments Portfolios Exhibits and presentations Compositions/written products Multimedia projects Periodic tests and quizzes
Mathematics	The understanding of the formal, logical reasoning system that governs mathematical inquiry, from basic computation to higher forms of numeracy	State-mandated assessments Publisher Assessments In house assessments: Teacher-designed assessments and assignments Portfolios Problems and reasoning demonstrations Compositions/written products Multimedia projects Periodic tests and quizzes
Science	The proficiency to use the skills of scientific methodology for inquiry and research to understand concepts and ideas in the life sciences, physical sciences, earth science, and related areas.	State-mandated assessments Publisher Assessments In house assessments: Teacher-designed performance assignments Portfolios Problems and reasoning demonstrations Lab reports and experiments Periodic tests and quizzes

3.4 Methods to Ensure Standards Are Met and Assessments Conducted

A central GEA #2 mission is to teach the Common Core State Standards in ELA and math and the California standards in other subject areas. The responsibility for ensuring that students master the standards falls ultimately with the principal working in close collaboration with teachers. A key component in that process is an accurate, reliable student reporting system that offers appropriate and

useful information to teachers, the principal, and parents. Accurate and reliable data that addresses the integrity of the instructional program and school-wide outcomes will be used to inform all stakeholders.

The principal and teachers will discuss in a structured, systematic fashion the progress students are making toward the required standards and objectives. Periodic monthly meetings will be supplemented by team meetings, where the principal will function as a facilitator and guide to introduce new ideas for improving instruction, on the basis of outcome data.

Teachers will meet individually with the principal and as a team to review all the appropriate evidence, including portfolios, writing samples, reading records, classroom observations, self-monitoring data, standardized tests and assessments, and other data that sheds light on student performance. Students who are not meeting the standards will be assisted in that effort through instructional changes and additions as warranted by the skill or knowledge area.

The administration of classroom assessments falls to the teacher and each teacher's implementation is monitored by GEA #2's principal. Teachers will be trained to administer and to prepare students for state assessments, and to offer practice opportunities before administration, as appropriate.

3.5 Process to Ensure Students Meet Standards

GEA #2 will use several processes to ensure that students are meeting the required standards. These include:

- **Teacher Monitoring** – Teachers will implement a system to record student progress toward mastery of standards and to monitor progress using both standardized and teacher-designed measures. Teachers will periodically meet with the principal to discuss progress, and participate in making decisions to provide additional support to students who do not make adequate progress.
- **Principal Oversight** – The GEA #2 principal will be responsible for monitoring program implementation, teacher performance and quality through periodic meetings regarding student progress, as well as classroom observations, conferences with teachers, and more formal evaluation procedures. Implementation criteria and quality indicators for teachers will be established within the learning community to assure that all stakeholders know and can work toward high standards of program implementation and instruction.
- **Parental Communication** – Teachers will meet at least twice per year with parents for a conference to discuss student progress and steps for improvement. Teachers and administrative staff will communicate more frequently with parents whose children demonstrate difficulty meeting the required standards, so that appropriate measures can be taken in a timely fashion as indicated in GEA #2's three tier intervention plan for students at risk of falling behind.

Each student will maintain an academic portfolio that contains samples of classroom work that demonstrate progress over time. Students and teachers will work together to evaluate student progress and areas of strength and weakness using consistent evaluation criteria in the form of 4-point in-house assessment rubrics. Beginning in kindergarten, students will be encouraged to model their work after a high standard using rubrics to identify strengths and weaknesses, and to compare their progress toward the standard by noting changes over time. Students will be taught to present an evaluation of their

progress to parents and, upon moving to the next grade, to their new teacher.

3.6 Process for Conducting Student Assessments

GEA #2 will conduct all state assessments pursuant to Education Code 60602.5 and any other state-mandated standards as authorized by the statute. These assessments currently include the CELDT, Smarter Balanced Assessment, and the 5th grade physical fitness test but are not limited to those assessments.

3.7 Identification of Grading Policy

GEA #2 believes that grading policies must include consideration of several variables that indicate student progress toward achievement of grade-level standards: standardized assessments, teacher-designed performance assignments and assessments, teacher observation, and other factors. GEA #2 will offer multiple opportunities for students to demonstrate their learning in a variety of diverse assignments and assessments in all areas of instruction, including but not limited to periodic end-of-unit tests, performance assignments and assessments, projects and performances.

Students will be scored in all elements of the educational program using a consistent criteria described in a 4-point in-house assessment rubric for each assignment. All curricula, instructional activities, materials, textbooks and assessments will be aligned to support student progress toward achievement of standards. At the beginning of each year, teachers will inform students and parents of the scope of standards to be met for the grade-level as well as instructional strategies designed to promote language development, academic success, and respect for differences.

GEA #2 will focus on the meaningful application of language arts concepts and skills to other curriculum areas and provide varied opportunities for students to read and understand text across the curriculum. Periodic writing assignments will be designed to measure the application of language arts standards to the social studies and science.

Student progress toward achievement in all curricular areas will be assessed using a 4- point scale, as indicated below.

Score	Level	Explanation
4	Advanced	Student completes assignment correctly and with ease. Examination of the work product indicates that the student has already attained beyond the standard.
3	Proficient	Student completes assignment successfully. Examination of the work product indicates that the student has mastered the standard and is ready for the next step. There may be some minor errors, but nothing to indicate that the standard has not been met.

2	Approaching Proficient	Student completes the assignment with difficulty. Examination of the work product indicates that the student has struggled with elements of the standard. Key portions of the assignment are left undone or are done incorrectly.
1	Basic	Student is unable to complete the assignment. Examination of the work product indicates that the student has not understood the standard or its application. Most of the assignment is left undone or is completed incorrectly.

Student progress toward global citizenship and awareness is also assessed using a 4-point rating. A basic rubric for scoring work, attitude, and application in this area is presented as follows:

Score	Level	Explanation
E	Excellent	Student understands concept and is able to make viable plans to solve real world problems. Sees the problem in context and is able to make connections to other issues.
3	Satisfactory	Student understands concept and is able to make viable plans to solve real world problem. May or may not see problem in context and has difficulty making connections to other issues.
2	Needs Improvement	Student has limited understanding of the concept. Can make only rudimentary plans to solve real world problems. Sees no connection with other issues or problems.
1	Unsatisfactory	Student has little to no understanding of the concept. Can make no cohesive plan to use concept in solving real world problem. Sees no connection with other issues or problems.

Beginning in kindergarten, rubrics will be established that define the specific academic performance behaviors necessary to achieve each of the four scores in each subject area. Teachers and students will use the system of rubrics daily when modeling new academic behavior, when assessing the progress of an assignment, or when evaluating a final product. School consensus among classrooms and grade levels will establish consistent grading criteria across each grade

level and among grade levels.

Rubrics will clarify and explain each score so that academic behavior is related to growth toward mastery of standards. It is the expectation of GEA #2 that students will meet grade-level standards as expected following the year's academic pacing plan.

Classroom assignments and assessments will be judged on the basis of established rubrics for the grade level and subject. Teachers will discuss the evaluation process with students so that students will understand the differences between scores and be able to work toward a higher score. Teachers and students will discuss the evaluation process with parents so that parents will understand the differences between scores and be able to support their children to work toward higher achievement. Quarterly scores will be assigned after considering growth over the short term and an assessment of the student's improvement.

When state assessment results are consistent with teacher evaluation, evaluation can be more easily made on the basis of the student's current demonstration of progress. When state assessment results are not consistent with teacher evaluation, the teacher and principal will discuss discrepancies and determine possible areas for investigation. Monitoring of student progress will establish the student's current learning patterns. Opportunities to improve a student's performance in standardized assessment or in daily learning will be provided.

Scores for English language development indicate the amount of progress an English learner has made toward achieving the state ELD standards in listening, speaking, reading and writing as follows:

Score	Level	Explanation*
4	Advanced Progress	Exceeds the standards for the identified ELD level
3	Average Progress	Meets the standards for the identified ELD level
2	Partial Progress	Demonstrates some progress toward mastery of the standards for the identified ELD level
1	Limited Progress	Demonstrates little or no progress toward mastery of the standards for the identified ELD level

* The same measure will be used to assess progress in foreign language development.

The five ELD levels of English proficiency are as follows:

English Language Development Levels (or foreign language development levels)	
Level 1	When listening, speaking, reading and writing, the student responds using gestures, simple words and phrases to demonstrate understanding when working with familiar situations and text.
Level 2	When listening, speaking, reading and writing, the student responds using acquired vocabulary in phrases and simple sentences to demonstrate understanding of story details (basic sequence, main idea, character, setting) and basic situations with increasing independence.
Level 3	When listening, speaking, reading and writing, the student responds using expanded vocabulary and descriptive words for social and academic purposes with increased complexity and independence but with some inconsistencies.
Level 4	When listening, speaking, reading and writing, the student responds using complex vocabulary with greater accuracy; demonstrates detailed understanding of social and academic language and concepts with increased independence.
Level 5	When listening, speaking, reading and writing, the student responds using extended vocabulary in social and academic discourse to negotiate meaning and apply knowledge across the content areas.

English learners with disabilities are scored using the same procedures outlined for non-disabled English learners. Accommodations or modifications identified on the IEP or Section 504 Plan must be considered when scoring students with disabilities. English learners with disabilities participating in the alternate curriculum as identified in their IEP are scored using the ELD standards and the goals identified in the English learner attachment to the IEP.

All evaluation and grading will be done by a highly qualified teacher working in conjunction with curricular teams and the principal. In addition to regular informal feedback, students and their families will receive formal reports on their progress. Every semester, teachers will prepare a formal quarterly report for all students. These reports will be based on multiple measures that determine the extent to which students are meeting grade-level expectations. In addition, at each semester midpoint, teachers will prepare a simple progress report for students who are not meeting expectations and are receiving additional classroom or extended day intervention to remedy academic weakness.

3.8 How Achievement Data Will Be Used

Grade level teams will meet monthly to discuss end of unit assessments and all additional in-house assessments in all subject areas and the appropriate course of action to improve student results. Grade level teams will be able to provide guidance to one another on specific student issues that arise. The entire teaching staff will meet quarterly with the Principal to review the results of all benchmark assessments. The Principal and teacher will analyze the data and decide on immediate adjustments and improvements to the curriculum on an on-going basis. To improve the curriculum for the upcoming year, a meeting will be held in which all prior year assessment data will be analyzed. Remediation of weaknesses in the overall curriculum will take place based upon determinations made by the principal

and teachers.

4.0 Governance

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

General Provisions

As an independent charter school, GEA #2 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.

GEA #2 shall comply with the Brown Act and the Public Records Act.

All employees and representatives of Charter School, including members of Global Education Academy #2’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).

4.1 Process to Ensure Staff, Student, and Stakeholder Involvement

The governance structure of the school is meant to reflect the concerns and desires of the community that it serves. Decision-making must therefore be driven not only by state-mandated standards, but also by that community. GEA #2 believes strongly in the power of collaboration, cooperation, and continuity in its commitment to its students and their parents.

To ensure full participation, GEA #2 will institute an extensive outreach effort into the community in recruiting students and teachers to the school. Ongoing communication through newsletters, emails, phone calls, and other communication methods will also be employed to keep parents and community members up-to-date on the school’s activities. Bilingual information will be available for parents and partnerships with community groups will be formed to assist in the outreach activities. Local libraries, churches, and other community institutions will be enlisted to disseminate news about GEA #2 and its mission.

GEA #2 will reach out to other community-based organizations, faith-based institutions, neighborhood-based non-profit groups, and neighborhood councils and associations in an effort to develop the most effective means of involvement for all concerned.

Most importantly, staff, students, and other stakeholders will be an integral part of the GEA #2 governance structure, serving on its boards and committees that will plan and execute the goals of the school as outlined below.

4.2 Methods of Consultation with Parents and Students

GEA #2 will use a variety of methods to consult with students and parents. These include:

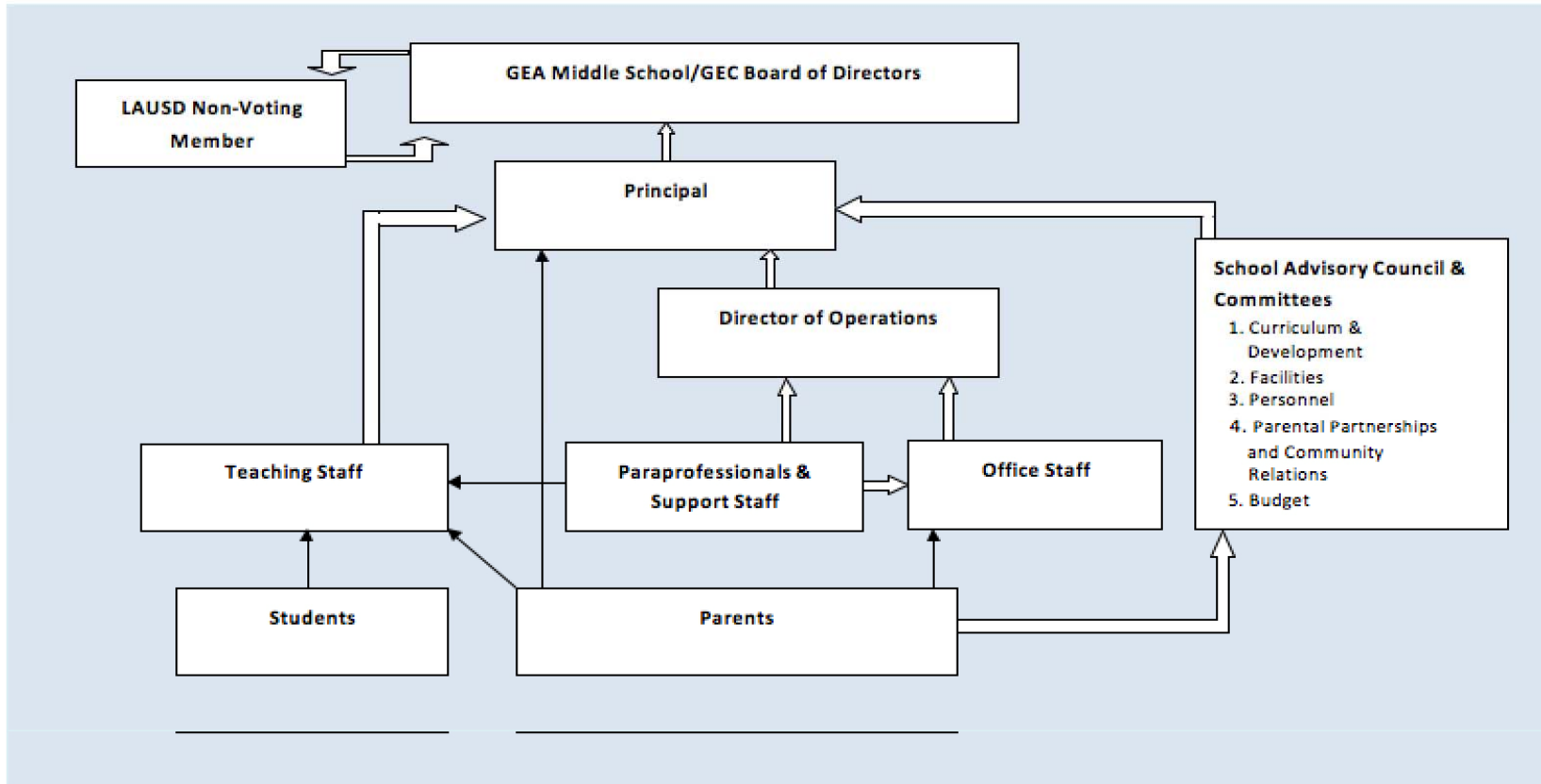
- Student-Teacher Conferences. Teachers will conference periodically with students about their progress at all grade levels. Teachers will provide oral and written feedback to students, in addition to soliciting their input on certain curricular matters when appropriate.
- Parent-Teacher Conferences. Teachers will conference with parents on a regular basis, at least twice per school year, about the progress of their child at GEA #2. These conferences will include a review of the student's academic work as well as any other issues pertinent to overall success of the child at GEA #2. Conference will be held on dates and times that accommodate the parents' work schedules.
- Calls and Emails. When appropriate, teachers and staff members will communicate directly with parents by means of phone calls and, for non- confidential matters, email when it is accessible. These electronic forms will facilitate rapid communication and resolution of issues involving the student.
- Newsletters and Announcements. GEA #2 will periodically publish a newsletter in a language that is used by parents, which explains upcoming events, general information, and policies of the school.
- Letters. GEA #2 will communicate certain matters with regards to its policies and practices via traditional letters sent to the homes of the children. This will supplement other forms of communication and consultation.
- Governance Structure. The most obvious way that parents and students will be consulted is through its integrated governance structure of boards and committees designed to facilitate strong parent-school communications and decision making.

4.3 Decision-Making Process and Organization Chart

Decision-making at GEA #2 will take place under a set organizational structure, which is designed to make maximum use of the resources in the school and the community, while respecting the fundamentally democratic concerns of all constituents. The following organizational chart outlines the structure and communication channels in place at GEA #2.

Global Education Academy #2

ORGANIZATIONAL CHART



—————> Student Centered Concerns

=====> General Policy Concerns

Board of Trustees of GEA #2

The Global Education Academy #2 (GEA #2) will be operated by Global Education Collaborative (GEC), a nonprofit public benefit corporation. The governing board of GEC will act as the Board of Trustees of the GEA #2.

GEA #2 and/or its non-profit corporation is a separate legal entity and will be solely responsible for the debts and obligations of the Charter School.

The GEA #2 will be governed pursuant to the bylaws and guidelines established by the Board of Trustees. This board will consist of three to fifteen voting members elected to represent the diversity of experiences and backgrounds that are representative of the school. There shall also be a non-voting member of LAUSD on the Board, as appointed by the District. (See attached Bylaws)

Board members will be elected through a nomination process. The president may appoint a committee to designate qualified candidates for election to the board of directors at least thirty (30) days before the date of any election of directors. The nominating committee shall make its report at least seven (7) days before the date of the election or at such other time as the board of directors may set and the secretary shall forward to each board member, with the notice of meeting required by the GEC bylaws, a list of all candidates nominated by committee. Cumulative voting by directors for the election of directors shall not be permitted. The candidates receiving the highest number of votes up to the number of directors to be elected shall be elected. Each director shall cast one vote per available seat, with voting being by ballot only.

To ensure GEA #2's success, the Board of Trustees will seek candidates that have a wide variety of expertise. Candidates will be sought that will be able to fully comply with all of the responsibilities of the Board as set forth below:

- Establish all major educational policies consistent with the charter and state and district regulations;
- Implement and oversee major administrative policies to ensure smooth operation of the school;
- Approve all major changes to the school's overall goals, visions, and curriculum;
- Approve an annual budget for the school;
- Oversee the fiscal affairs of the school, in coordination with appropriate auditing reports;
- Encourage and promote parental involvement in the school and its daily operations;
- Evaluate and select the Principal of the school.

The Board of Trustees will make every effort to meet at least once per month. Agendas for regular, special, and emergency meetings will be posted as specified in the Brown Act. To ensure public access to agendas, GEC will post agendas on its website, as well as at the school site and the corporation's principal office. Board meeting minutes will be posted publically next to the agendas 2 days after the meetings. Said postings will follow all requirements of the Brown Act.

All board actions will be recorded by the board secretary. The secretary shall keep or cause to be kept, at the corporation's principal office or such other place as the board of directors may direct, a book of minutes of all meetings, proceedings, and actions of the board, and of committees of the board.

Principal

The principal of GEA #2 is responsible for daily operations and management of the school as the lead administrative authority. Issues including but not limited to curriculum development and assessment, budgetary and financial planning, parental involvement, and teacher guidance and development shall be under his/her purview. The principal shall be responsible for evaluation of teaching and administrative staff, major changes in curricular emphasis, and related activities. The principal shall also serve as a liaison to the other points of contact in the governance structure, including the Board of Trustees.

School Advisory Council

At the beginning of the school year, the Principal shall be responsible for forming the School Advisory Council. The School Advisory Council will meet monthly. The School Advisory Council will provide input to the Board on the operations of the school, and on issues of concern to staff, teachers, parents, and students. It will provide input and make recommendations regarding the school's policies and procedures.

The School Advisory Council will consist of (at a minimum) of five people: the Principal (ex officio member), two elected parent representatives, an elected teacher representative, and a community member appointed by the Board. The diverse composition of the council will ensure all stakeholders are represented.

The chair of the School Advisory Council will be elected from its members. The council will also elect a recording secretary and shall keep meetings that do not involve confidential matters open and public to all concerned parties. Standard Rules of Order shall govern the functioning of the School Advisory Council.

Advisory Committees

The School Advisory Council will be instructed to form advisory committees. Teachers, parents, and community stakeholders shall be recruited to fill these committees and ensure that they carry out the respective missions. Since parent involvement is critical to the success of governance, the Council shall ensure that adequate representation is provided for them on each of the advisory committees with at least one member coming from among the parents. Committees will meet no less than quarterly while school is in session, and more often when required.

The committees established will encompass the following areas:

- Facilities and Budget
- Curriculum and Development
- Personnel
- Parental Partnerships and Community Relations

4.4 Assurances Regarding Public Agencies, Federal Laws, Regulations, and State Codes

GEA #2 is a non-sectarian, public school designed to provide a global education to students of diverse cultural and linguistic backgrounds. GEA #2 shall not discriminate against any student on the basis of disability, gender, 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. GEA #2 shall not charge tuition. GEA #2 will cooperate with all local, state, and federal authorities and comply with all relevant laws and regulations. The governance structure of the school respects this framework of goals and responsibilities, and seeks to foster greater parent involvement at every level.

GEA #2 believes that all persons are entitled to equal employment opportunity. Charter School shall not discriminate against qualified 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, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and dismissal from employment.

GEA #2 is governed by the California non-profit public benefit corporation, Global Education Collaborative. It has obtained tax-exempt status under Section 501(c)(3) of the Internal Revenue Service, as well as the Franchise Tax Board of California. Bylaws have been adopted and may be amended as needed to ensure proper operation and governance of GEA #2.

Global Education Academy #2 and/or its non-profit corporation will be solely responsible for the debts and obligations of the charter school.

Any amendments to the charter school's bylaws or the bylaws of the 'parent' nonprofit corporation, Global Education Collaborative, that affect or impact the charter or school operations must be approved through the District's petition amendment process.

4.5 Relationship with District

LAUSD Charter Policy

The Global Education Academy #2 Charter School will comply with the District policy related to charter schools, as it may be changed from time to time after notice and reasonable opportunity for input from the Charter School Collaborative.

4.5.1 Notification to The District

GEA #2 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 GEA #2. Charter School shall also notify the CSD in writing of any internal investigations within one week of commencing investigation.

Furthermore, GEA #2 will provide any financial information requested by LAUSD and make its books available to LAUSD during any business day upon request or within 24 hours. In addition, all legally required financial reports will be submitted to LAUSD, in the format required by LAUSD within time lines specified by LAUSD each year.

4.6 Process for Amending the Charter

Any and all amendments to the charter will be made by mutual agreement of the Board of Trustees, the Principal, and the LAUSD Board. Material revisions and amendments will be made pursuant to the standards and timelines specified in California Education Code 47605.

The District and GEA #2 agree to meet and discuss any issues or problems related to the invalidated portions in a timely, good faith manner.

4.7 Legal and Policy Compliance

GEA #2 shall comply with all applicable federal and state laws and regulations, and District policy as it relates to charter schools.

4.8 Responding to Inquiries

GEA #2 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. GEA #2, 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.

4.9 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 GEA #2 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.

4.10 Transfer of Student Record

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.

5.0 Employee Qualifications

“The qualifications to be met by individuals to be employed by the school.”

5.1 Equal Employment Opportunity

GEA #2 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.

5.2 NCLB and Credentialing Requirements

GEA #2 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(1). 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.

5.3 Process for Staff Selection and Hiring

All personnel must commit to the mission and vision of GEA #2. Employees' job descriptions and work schedules will be reviewed annually and modified as necessary to meet the needs of the school and students. The job descriptions will be based on the job duties and work basis as outlined in the charter.

A personnel committee will be formed each year and will be representative of all stakeholders including parents, students, teachers, staff, administrators and members of the Board of Trustees. The personnel committee will work with the principal as necessary in recruiting, screening and making a recommendation to the principal on hiring employees for any vacant positions. The principal is ultimately responsible for hiring employees on behalf of the school's Board of Trustees. The make-up of the Personnel Committee will be designed by the Principal and the Board President.

GEA #2 is committed to recruiting and hiring a community of professionals who are dedicated to the best practices education of all students. Regardless of their role in the school, every person hired by GEA #2 will actively help to promote the curricular philosophy, instructional program and the school community's guiding principles.

GEA #2 is to have a fully certified/licensed teacher in every classroom. GEA #2 seeks qualified candidates who are innovative, enthusiastic, and are looking for the opportunity to make a difference. Candidates must possess either a California teaching credential or an Out-of-State teaching credential/license (evaluation of credential/license program will determine California reciprocity). Copies of all teacher credentials will be maintained and will be readily available for inspection.

The principal with the help of an adjunct hiring committee comprised of faculty and parents will select the teachers on an application and interview basis. Selection of teachers will be based on their teaching experience and their ability to demonstrate curriculum creation, implementation and assessment, and classroom instructional capabilities. Inexperienced teachers will be hired on educational experience (i.e. former paraprofessional, school volunteer, child care, etc.), work experiences found beneficial to education, and resumes with good references.

All staff will be expected to be sensitive to the linguistic and cultural needs of students, and to participate in staff development to enhance their skills in this area.

5.4 Job Description & Qualifications for Specific Positions

5.4.1 Principal

The Board of Trustees will select the principal on an application and interview basis. Selection of the principal will be based on proven experience in educational leadership, experience with and passion for our educational model, demonstrated ability in program design and development, and interest and commitment to educational reform.

Minimum qualifications of the principal will include:

- Clear teaching credential recognized by the State of California (Multiple or Single Subject)
- 4-5 years administrative experience in an educational setting
- Bilingual ability in one or more languages taught at the school
- Ability to organize school processes and procedures
- Familiarity with Federal, State, and local mandates

- Ability to craft a budget and manage school finances
- Experience working with a diverse group of students
- Ability to conduct professional development for teachers and other staff

Responsibilities of the principal will include:

- Instructional leadership and accountability for implementation of curriculum
- Facilitating communication between all school stakeholders
- Hiring and terminating (with cause) all other employees according to the mission, philosophy, and obligations defined in the charter petition
- Overseeing the day-to-day operations of the school
- Assisting with student discipline
- Reporting to the Board of Trustees on the progress of the school in achieving educational success
- Opening and closing the campus
- Maintaining a balanced budget and drafting an annual budget proposal for Board review
- Other duties as assigned

5.4.2 Teaching Staff

GEA #2 teachers and all paraprofessionals will meet the requirements for employment of California Education Code section 47605(1) and the applicable provisions of No Child Left Behind. Teachers will be required to hold a Commission on Teacher Credentialing certificate, permit or other document equivalent to that which a teacher at other public schools would be required to hold in accordance with state law. GEA #2 paraprofessionals will assist with instruction under the direct supervision of a highly qualified teacher and will hold an associates degree from a recognized college or university or have completed 2 years of college with a minimum of 60 semester units (or 90 quarter units) from a recognized college or university. These documents will be maintained on file at GEA #2 and made available to LAUSD upon request.

Responsibilities for the teachers will include:

- Creating units with a global perspective
- Preparing and implementing academically rigorous lesson plans that lead to student investigations and demonstrations of understanding
- Assessing student progress and maintaining accurate records
- Attending professional development
- Maintaining frequent communication with students, student's families, colleagues, and other school stakeholders
- Maintaining regular, punctual attendance
- Other duties as assigned

5.4.3 Other Certificated Staff

A pool of day-to-day substitutes will be established and a list of qualified substitutes will be maintained.

5.4.4 Financial Administration

In order to run the administrative financial functions of the school, GEA #2 will use the back office provider EdTec. GEA #2 will have a designated on-site financial manager (Director of Operations) that will serve as liaison between GEA #2 and the vendor.

The responsibilities of the Business Manager are to...

- Work under the direction of the principal to develop a budget for the school
- Prepare and submit financial reports to the principal and board as requested
- Oversee the school budget, monitoring revenues and expenditures
- Work with vendors to ensure timely delivery of services of products
- Ensure that payments to vendors are timely and correct
- Contact vendors and suppliers to negotiate the best deals on services and products
- Perform other duties as assigned

The minimum qualifications for the position of Business Manager are

- Possess four year degree, preferably in business, accounting, or other related field
- Experience working in an educational setting
- Experience working in a managerial position
- Ability to work well with a diverse group of people
- Ability to work under the direction of the principal

If future budgeting permits, GEA #2 intends to hire an in-house financial administrator to replace the services of the financial services provider. The accounting systems GEA #2 plans to adopt will adhere to generally accepted accounting principles, giving GEA #2 strong internal controls within the system.

5.4.5 Office Personnel

The Office Manager will be selected by the Principal and/or the Board of Trustees on an application and interview basis. Selection will be based on experience and the ability to perform the job duties for that position. Office duties will include, but not be limited to:

- Answering phones/Interfacing with the public
- Filing reports
- Enrolling students
- Managing and monitoring office operations
- Ordering and purchasing supplies and vendor management
- Developing and implementing clerical and administrative procedures for daily school operations
- Preparing correspondence, reports, bulletins, files, forms, memorandums, and performing other duties as assigned
- Bilingual translation and communication with parents

- Other relevant duties as assigned

Qualifications of the Office Manager include:

- AA degree or above
- Ability to perform basic bookkeeping duties
- Ability to access, upload and monitor student data through systems such as CALPADS and PowerSchool
- Ability to work under the direction of the Business Manager and Principal
- Experience working with students and parents
- Bilingual ability in Spanish and English

The Charter School may hire other part-time and full-time staff to help with clerical duties as needed.

5.5 Salaries and Benefits

Salaries and benefits will be determined by the principal and approved by the Board of Trustees, and will be competitive with area standards. Work conditions, the calendar, holidays, vacations, work day and year will be determined by the principal and approved by the Board as necessary.

5.6 Measures to Assess Staff Performance

Evaluations will be performed annually. Performance measures will be used to evaluate all school personnel.

The principal will be evaluated by the Board based on:

- Maintaining a fiscally sound charter school including a balanced budget
- Overall successful school academic program and achievement of educational goals
- High parental and community involvement
- Completion of required job duties
- Creation of a school atmosphere of enthusiasm, warmth, and cooperation among all parties

Teachers will be evaluated by the principal based on:

- Student progress as referenced from assessment measures
- Effectiveness of teaching strategies
- Performance of job duties
- California Standards for the Teaching Profession

Classified and other personnel will be evaluated by the principal based on completion of

assigned job duties and regular, punctual attendance.

If an evaluation reveals poor job performance, a conference will be scheduled between the staff member and the principal to develop a written action plan detailing recommendations for improvement. The action plan will outline an implementation plan for support services, specific responsibilities and expectations, timelines, and consequences for failure to meet the expectations. If an employee disagrees with an evaluation, a written objection may be appended to the review. Employees always have the right to engage in Due Process and the Grievance Procedures as outlined in the *Employee Handbook* and as guaranteed by law in the State of California.

5.7 Procedures for Background Checks

GEA #2 will require each employee to submit to a criminal background check as required by Education Code Section 44237. GEA #2 will adhere to California laws, including fingerprinting, and prohibitions regarding the employment of any person who has been convicted of a violent or serious felony. GEA #2 agrees to comply with the provisions of NCLB as they apply to certificated and paraprofessional employees of charter schools. Prior to employment each employee must furnish an up-to-date Mantoux Tuberculosis (TB) test result, and documents establishing legal employment status. The principal and/or administrative designee will monitor and be responsible for maintaining records of tuberculosis and criminal investigation clearances, according to California and federal law, for all GEA #2 employees.

6.0 Health and Safety Procedures

“The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the school furnish the school with a criminal record summary as described in §44237.”

6.1 Health, Safety and Emergency Plan

GEA #2 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. GEA #2 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.

The school health and safety policies will be annually updated and reviewed. Currently, policies and assurances address the following topics:

- The Charter School (GEA #2) will require all employees without exception to furnish the school with a criminal record summary as described in Ed Code 44237.
- GEA #2 requires that instructional and administrative staff receive training in emergency response, including appropriate “first responder” training or its equivalent.
- GEA #2 has policies relating to the administration of prescription drugs and other medicines.

- All enrolling students and staff are required to provide records documenting immunizations to the extent required for enrollment in non-charter public schools. Records of student immunizations will be maintained.
- GEA #2 requires its employees to be examined for tuberculosis in the manner described in Ed Code section 49406.
- GEA #2 will screen all pupils' vision, hearing, and screening for scoliosis to the same extent as would be required if the pupils attended a non-charter public school.
- GEA #2 has policies and procedures for response to natural disasters and emergencies, including fires and earthquakes.
- GEA #2 functions as a drug, alcohol, and tobacco free workplace.
- GEA #2 complies with all health and safety laws and regulations that apply to non-charter public schools, including those regarding auxiliary services (food services, transportation, custodial services, hazardous materials, etc.) and those required by CAL/OSHA, the California Health and Safety Code, and EPA.
- GEA #2 School facilities will comply with state building codes, federal Americans with Disabilities Act access requirements, and other applicable fire, health and structural safety requirements, and will maintain on file ready accessible records documenting such compliance.
- GEA #2 will have a school site that is secured with an appropriate Certificate of Occupancy.
- GEA #2 is in compliance with federal, state, and local agency policies for reporting child abuse.

6.2 Family Education Rights and Privacy Act (FERPA)

GEA #2, including its employees and officers, shall comply with the Family Educational Rights and Privacy Act (FERPA) at all times.

6.3 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.

6.4 Safe School Plan

The following school safety plan will be kept on file for review, and school staff will be trained annually on the safety procedures outlined in the plan.

6.4.1 Emergency Procedures

Fire Drills

Fire drills will be held at least twice a semester. Office personnel will maintain a record of fire drills held and total required time for complete evacuation. When the fire drill signal sounds, teachers will lead the students in their room along the route indicated on the evacuation map posted for that purpose. Before leaving the room, teachers will see that all windows and doors are closed and that they have their class attendance roster with them. Students who are not in a classroom at the time the fire drill signal is given will attach themselves to the nearest teacher exiting the building for purposes of getting to the designated evacuation site.

Once at the designated evacuation site, teachers and other staff will ensure that all students find their respective teachers. Teachers will then take roll to ensure that all students are accounted for. The names of any missing students will be given to the office personnel and the administrative staff will attempt to locate missing students. Students will remain with their teachers at the designated evacuation site until the administrative staff gives the “all clear” signal.

Disaster Drills (i.e. Earthquake)

Disaster drills will be conducted at least twice a year. Students will be made familiar with the “duck and cover” routine. A disaster drill commencing with the “duck and cover” routine will be initiated by an announcement over the intercom. Staff and students will hear, “This is an emergency drill. Duck and cover.” During the “duck and cover” routine in the classroom, teachers will turn off the lights and have students get under a desk or table or against the wall away from the windows. Students must remain quiet and orderly so they will be able to hear additional instructions when given. All drills will be concluded with an “all clear” announcement on the intercom, or a visible signal from the administrative staff.

In the event of a real earthquake, everyone must engage in the “duck and cover” routine immediately and remain in position until the teacher determines that it is safe to leave the building. If remaining in the room becomes dangerous, or when the shaking stops, teachers will proceed with their students to the evacuation site or another safety zone. If students are on the playground or other outdoor area when a disaster drill is called or during an actual earthquake, students are to drop immediately to the ground, away from trees and power lines, and cover their heads with their hands. They are to remain in that position until given additional instructions.

In the event of disasters other than earthquakes, the administrative staff will contact each room, advise staff of potential dangers, and give further directions or orders. Teachers and students will remain in their classrooms until instructions are received for an all clear or an evacuation. For safety purposes, no one is to leave the rooms. If there has been a chemical spill, the teacher must make sure that all doors, windows, and vents remain closed. The school site maintenance staff will turn off the gas. All unassigned staff will report to the office for assignments such as searching offices, bathrooms, and all other common areas, including outdoor facilities.

Teachers will stay with their classes for the duration of the emergency. In the event of an

earthquake or other national disaster, all school employees are immediately designated “Civil Defense Workers” and are not allowed to leave school until they are given official clearance to do so by the administrative staff.

Bomb Threats

The person receiving the call or letter will note the time of day, wording of the message, background noises, and quality of the voice to try to determine if it is a young child or an adult. This person will delay the caller as long as possible, while they alert another adult to the crisis. That adult will immediately notify the telephone company to trace the call and immediately thereafter, notify the police using 911.

Based on the information at hand, the administrative staff will make a decision whether an immediate evacuation is warranted. If so, the evacuation code word “safe school drill” will be given over the intercom and evacuation procedures will be followed. The office personnel will coordinate information requests to and/or from law enforcement, the telephone company, and parents.

If an immediate evacuation is not warranted, the administrative staff will notify teachers to inspect their room for any suspicious materials or unknown packages, without alarming students. All unassigned staff will report to the office for assignments such as searching offices, bathrooms, and all other common areas, including outdoor facilities.

Evacuation Plan

A disaster of a significant nature may require the evacuation of the school. Immediately upon notification by outside authorities that the school must be evacuated, the administrative staff will verify the name and position of the person placing the alert. Once the source is confirmed, the administrative staff will give the evacuation code word “safe school drill” over the intercom. Teachers will proceed with their students to the nearest school exit indicated on the evacuation map posted for this purpose. Before leaving the room, teachers will make sure they have their class attendance roster with them. Students who are not in a classroom at the time the intercom signal is given will attach themselves to the nearest teacher exiting the building for purposes of getting to the designated evacuation site.

Prior to evacuation, offices, bathrooms, and all other common areas, (including outdoor facilities) will be searched by unassigned staff members designated by the principal.

Once at the designated evacuation site, teachers and other staff will ensure that all students find their respective teachers. Teachers will then take roll to ensure that all students are accounted for. The names of any missing students will be given to the office personnel and an individual will be assigned the task of finding any missing students. Teachers will work together to take care of students with injuries, respiratory problems, or other medical conditions.

Teachers will stay with their classes for the duration of the emergency. In the event of an evacuation, all school employees are immediately designated “Civil Defense Workers” and are not allowed to leave school until they are given official clearance to do so by the administrative staff.

Students will remain with their teachers at the designated evacuation site until the administrative

staff gives the “all clear” signal. In the event students cannot return to the school site, the administrative staff will notify parents and/or the media as to where students can be picked up. The office personnel will sign out students as they are being picked up by a parent or other adult listed on the emergency information card. Parents will be asked to remain in a designated area, and students will be escorted to the designated area for release.

Prescription Medicine

Parents must bring medication to the office in the original containers, with the name of the prescribing physician, the name of the student, and dispensing instructions. Parents will complete the appropriate form authorizing school staff to administer medication. Designated staff will put medications in a locked cabinet or refrigerate as needed for medications requiring refrigeration. Designated staff will log times for administering medications for each student and will establish a tickler system to ensure that medications are dispensed at the appropriate times. Designated staff will call students to receive medications at the appropriate times. In cases where medications are long-term prescriptions, designated staff will provide parents with one week’s notice to alert them that additional medications are needed.

6.4.2 Staff Responsibilities

GEA #2 will have a Health, Safety and Emergency Plan in place prior to beginning the operation of the Charter School. The GEA #2 will ensure that staff has been trained in health, safety, and emergency procedures and will maintain a calendar and conduct emergency response drills for students and staff.

All employees are responsible for their own safety, as well as that of others in the workplace. GEA #2 will rely upon its employees to ensure that work areas are kept safe and free of hazardous conditions. Employees will report any unsafe conditions or potential hazards to their supervisor immediately. If an employee suspects a concealed danger is present on GEA #2’s premises, or in a product, facility, piece of equipment, process, or business practice for which GEA #2 is responsible, the employee will bring it to the attention of their supervisor or principal immediately. Supervisors will arrange for the correction of any unsafe condition or concealed danger immediately and will contact the principal regarding the problem.

Employees will be encouraged to report any workplace injury, accident, to their supervisor as soon as possible, regardless of the severity of the injury or accident. If medical attention is required immediately, supervisors will assist employees in obtaining medical care, after which the details of the injury or accident must be reported.

On a periodic basis GEA #2 may issue rules and guidelines governing workplace safety and health. All employees will familiarize themselves with these rules and guidelines. Failure to comply with the rules and guidelines will not be tolerated.

6.4.3 Child Abuse Reporting

GEA #2 administrators and employees are responsible for complying with the Child Abuse and Neglect

Reporting Act, California Penal Code Section 11165.7, 11165.8, and 11166.

GEA #2 will disseminate information to all employees regarding identification of child abuse. All GEA #2 employees will receive child abuse reporting instructions. Staff development seminars and any other appropriate means of training will be used to ensure GEA #2 faculty and staff are informed of their roles and responsibilities.

6.4.4 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.

6.4.5 Campus Visitors

All visitors to the GEA #2 campus must check in at the school's main office to receive a Visitor's Pass. Upon leaving the GEA #2 campus, visitors must return to the main office to sign out and return the visitor's pass.

6.4.6 Facility Safety

The GEA #2 will be housed in a facility that is in compliance with all federal, state, and city laws and in compliance with fire, health, and structural safety requirements. GEA #2 does not plan to use any district or county facilities at this time. The GEA #2 will be housed in an independent location. The school will be housed in facilities that have received state Fire Marshall approval and have been determined to be seismically safe by a qualified structural engineer.

Response to natural disasters and emergencies, including fires, earthquakes, and bomb threats will be detailed in a set of procedures for students and staff. Instructional and administrative staff will receive training in emergency response, including appropriate "first responder" training or its equivalent.

The above policies will be included in the appropriate school's student and staff handbooks and will be reviewed periodically by the school's administration.

Any changes to the approved facilities will be subject to appropriate local and state regulations, as well as District approval of those changes or additions that vary from the approved charter.

GEA #2 shall occupy facilities that 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.

GEA #2 is aware that the District requires a Certificate of Occupancy issued by the City (or County) allowing the school to use and occupy the site at least forty-five (45) days prior to the scheduled opening.

If LAUSD facilities are used during the term of this charter, GEA #2 shall abide by all LAUSD policies relating to Maintenance & Operations Services.

GEA #2 will manage maintenance and operations services according to the following plan:

- Routine repair and maintenance- Contracted Service (Weekly)
- Major or deferred maintenance- Contracted Service (As Needed)
- Preventative maintenance- Contracted Service (Weekly)
- Building equipment operations (e.g. air filter changes)- Contracted Service (Monthly)
- Alterations and improvements- Contracted Service (As Needed)
- Custodial services- Contracted Service (Daily)
- Gardening- Contracted Service (Every other week)
- Landscaping- Contracted Service (As Needed)
- Tree trimming- Contracted Service (As Needed)
- Integrated Pest Management (compliance with the District's policy focusing on long-term pest prevention and giving non-chemical methods first consideration when selecting appropriate pest management techniques)- Contracted Service (As Needed)
- Utilities- Contracted Service (As Needed)

6.4.7 Auxiliary Services Safety

Policies to ensure compliance with all health and safety regulations that apply to non-charter public schools will be adopted, including those regarding auxiliary services, such as food services, transportation, custodial services, and hazardous materials, and those required by CAL/OSHA, the California Health and Safety Code, and the EPA.

The school will 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

6.5 Insurance

6.5.1 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.*

6.5.2 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 inceptions, 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.

6.5.3 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.

Global Education Academy #2 will have a Health, Safety and Emergency Plan in place prior to

beginning the operation of the Charter School. The Global Education Academy #2 will ensure that staff has been trained in health, safety, and emergency procedures and will maintain a calendar and conduct emergency response drills for students and staff.

The Global Education Academy #2, its employees and officers will comply with the Family Educational Rights and Privacy Act (FERPA) at all times.

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

6.5.4 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.

6.5.5 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.

7.0 Means to Achieve Racial and Ethnic Balance

“The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the district’s territorial jurisdiction of the school district to which the charter petition is submitted.”

GEA #2 is committed to creating a school community with racial and ethnic balance that is reflective of the general population residing in the surrounding community and within the District. The GEA #2 shall not discriminate against any student 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. The school will strive to create a diverse community that is consistent with the goals of providing all students with a global educational experience.

In addition, the school shall maintain an accurate accounting of the ethnic and racial balance of students enrolled in the school, so as to continually encourage a racial and ethnic balance within the school population. The school will keep on file documentation on the efforts the school makes to achieve student racial and ethnic balance and the results it has achieved, in accordance with the commitment made in this petition and the standards of charter legislation.

7.1 Recruitment and Outreach

To ensure a diverse student population and a population reflective of the sponsoring district, GEA #2 will put in place a recruitment and outreach plan that includes several key aspects. GEA #2 will target the immediate surrounding community and schools near which GEA #2 is located (see Table 1 of Element 1 for demographics). GEA #2 will publicize and recruit by providing local schools and community organizations with information about the nature and vision of GEA #2, and its offerings. Outreach to the community will include hosting community Open House events, providing tours of the school, and speaking with interested parents. Community presentations at relevant local organizations and advertisements in publications in the community that exists within a two to three mile radius of GEA #2 will also be part of the recruitment effort. The school will document the efforts the school makes to achieve student racial and ethnic balance and the results achieved in accordance with the goals set out in its charter.

GEA #2 will use newsletters in English and in the home language of the parents (mostly Spanish), fliers, teacher phone calls, occasional surveys, and meetings to communicate with parents and ensure their active participation in the school. GEA #2 will hold at minimum biannual parent-teacher conferences and provide frequent reports to parents of their children's progress through teacher phone calls, conferences, and written communication. Student progress will be tracked by teacher-created and standardized assessments, and parents will be invited to meet with teachers to discuss their child's progress. Teachers will also meet to analyze common problems and design lessons to meet the specific academic and language challenges of the students.

7.2 No Child Left Behind-Public School Choice (NCLB-PSC) Traveling Students

The District and Global Education Academy #2 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"). GEA #2 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 GEA #2 shall have the right to continue attending Global Education Academy #2 until the highest grade level of the charter. However, the obligation of the District to provide transportation for a NCLB-PSC student to GEA #2 shall end in the event the NCLB-PSC student's resident District school exits Program Improvement status.

GEA #2 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. GEA #2 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 GEA #2 under the NCLB-PSC program increases in subsequent years, GEA #2 agrees to discuss with the District the possibility of increasing the number of NCLB-PSC places available at Charter School.

7.3 Federal Program Compliance

As a recipient of federal funds, including federal Title I, Part A funds, GEA #2 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. GEA #2 understands that it is a local educational agency (LEA) for purposes of federal compliance and reporting purposes. GEA #2 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

GEA #2 also understands that as part of its oversight of Charter School, the District may conduct program review for federal and state compliance.

7.4 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.

Global Education Academy #2 will conduct the following recruitment activities to achieve the District’s Racial and Ethnic Balance Goal.

Description of Activity	Date	Target Population	Location
Recruitment and outreach at The Korean Sae Han Presbyterian Church	February 8	Korean	2531 W. Pico Blvd. Los Angeles, CA 90006
Recruitment and outreach at California Charter Schools Association.	February 22	White Chinese American	250 E 1st St., Suite 1000 Los Angeles, CA 90012

8.0 Admission Requirements

“Admission Requirements, if applicable.”

8.1 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.

8.2 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.

8.3 Admission Requirements

GEA #2 will admit all students who wish to attend, as outlined in Education Code 47605(d)(2)(A). GEA #2 will actively recruit a socio-economically and ethnically diverse student population from the District and surrounding areas that values our commitment to global education and to our pedagogical and philosophical mission. All students in LAUSD and all other districts are eligible to attend the GEA #2 and the school will adhere to all applicable laws governing the minimum age for public school attendance. By nature of the demographics of its planned location, GEA #2's recruitment plan focuses on recruiting academically low-achieving and economically disadvantaged students.

The GEA #2 will not discriminate against any student on the basis of disability, gender, 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.

Students over 19 years of age will not be enrolled unless continuously enrolled in public school and making satisfactory progress toward high school diploma requirements. The school shall admit all pupils who wish to attend, up to the school's enrollment limit and will not charge tuition. A public random drawing process is implemented if the number of those students who wish to attend the charter school exceeds the school's capacity and will comply with all provision of Ed Code 47605 (d)(2)(B). GEA #2 will comply with the *McKinney-Vento Homeless Assistance Act 1987* for homeless children.

In accordance with our vision of a diverse student population, we have developed a recruitment and admissions process designed to reach out to all families and to enable the school to have an environment that facilitates our pedagogical plan for global education.

GEA #2, parents/guardians are encouraged to attend an orientation meeting to learn about the educational program offered at the school. Those students whose parent/guardian has attended an orientation will also receive an application to ensure that information regarding the school's educational focus, student expectations, and key policies and procedures are conveyed and understood. Multiple orientations will be held at various times, to accommodate all families. Applications for families unable to attend orientations will be made available.

Parents/guardians of admitted students will be encouraged to attend a welcome meeting. Parents/guardians will be encouraged to sign an agreement with the school stating their understanding of GEA #2's academic policy, student behavior policy, attendance policy, suspension/expulsion policy, and parent involvement expectations.

The agreement will be created as a collaborative effort between the founding teachers of GEA #2 and the other founders, and will be approved by the Board of Trustees.

8.4 Meeting Admission Demands

Admission will be on a first come, first serve basis. In the event that applications for enrollment exceed capacity at any grade level, the school will conduct a random public drawing. Public notice will be given on the procedures for the lottery in advance to all interested students. This notice will be posted on the school's website, on the school premises, and be included as part of the orientation meeting for parents. Students whose parents have included personal contact information on the application form will receive notice via regular surface mail, phone call, or e-mail.

Only applications received during the open enrollment period will be included in the public random drawing. Open enrollment begins March 1 of the school year prior to which matriculation occurs and ends the first Friday in April that school is in session. Parents are informed at the time of open enrollment that a lottery will occur if the number of applicants exceeds capacity. The application form serves as automatic entry into the lottery. If the number of applicants exceeds capacity before the close of open enrollment, the lottery is held on the first Monday that school is in session following the close of open enrollment. Parents do not need to be present at the lottery. Following the lottery, parents are informed of the results.

Procedures that will be followed and related materials used will be made available to the LAUSD Innovation and Charter Office. LAUSD Innovation and Charter Office staff is welcome to observe the Random Public Drawing should one be necessary.

The lottery will occur on school premises. The lottery will be held at 9:00 a.m. during school hours on the first Monday that school is in session following the close of open enrollment. Once enrollment period ends, all applicants will receive via US mail and telephone of the date and time for the random public drawing. During the lottery, names of applicants will be drawn for the available spaces. Once maximum enrollment has been

reached, the remaining names will continue to be drawn and placed on a waiting list. In the event of vacancies during the school year, students will be admitted from the waiting list in the order they were drawn. Parents/Guardians of students selected through the lottery or later promoted off the waiting list will be contacted via phone and mail. Parents/guardians must respond within a specific period of time (not to exceed 1 week) to secure admission. Parents are to respond in person by coming to the school to sign a confirmation notice provided by the school. Parents may also send a letter of confirmation via registered mail.

GEA #2 will keep copies of all notices and announcements regarding the lottery in a separate binder. GEA #2 will keep copies of all enrollment forms received during the open enrollment period in this application binder. The date received will be noted on all forms, and the names of parents and children will be logged on an applicant roster. When the open enrollment period ends, and if the number of applicants exceeds capacity, notice will be given to all parents/students via methods described above. Copies of letters sent to parents and a log of calls made to parents will be kept in the binder as well. Evidence of public notice of the lottery will also be placed in the binder. As parents inform the school of their intent to enroll subsequent to the lottery, corresponding confirmation or rejection letters will be placed in the binder.

Notwithstanding the foregoing, GEA #2 may refine lottery policies and procedures in accordance with a written policy adopted by the governing authority of the school. A copy of the revised policy, designed to improve the school's lottery efforts, shall be provided to the district within 45 calendar days of approval by the charter school's governing authority and prior to the enrollment period of the year in which the revised lottery policy will be implemented.

All lottery and enrollment procedures are explained at the informational meetings, upon request at the front desk, in writing in the form of announcements and bulletins, and on the school website.

8.5 Admission Preferences

Global Education Academy #2 gives preference to children of certificated staff (limited to 10% of charter school staff). If the school receives a number of applications that exceeds the number of available spaces, a public random lottery is hosted, with preference for available spaces given to students in the following order:

1. In-District and siblings of current GEA #2 students
2. Children of GEA #2 staff
3. Other California residents

8.6 Confidentiality of Records

Global Education Academy #2 will adhere to all procedures related to confidentiality and privacy of records. In the event that a student enters the school upon transfer from an existing district school, the student's records (i.e. IEP, cumulative, bilingual) will be requested from the respective district. Upon exiting the school, the student's records will be forwarded to the school where the student transfers.

9.0 Annual Financial Audits

“The manner in which annual, independent, financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.”

9.1 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 their 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 it, among other things, monitors the fiscal condition of the Charter School.
- The District is authorized to revoke this Charter for, among other reasons, the failure of the Charter School to meet generally accepted accounting principles or if it 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 the Charter School’s financial information,
- The Charter School’s debt structure,
- Governance policies, procedures and history,
- The recording and reporting of attendance data,
- The Charter School’s enrollment process,
- Compliance with safety plans and procedures, and
- Compliance with applicable grant requirements.

The 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.

The Global Education Academy #2 will develop and maintain internal fiscal control policies governing all financial activities.

9.2 Annual Independent Audit

The Board of Trustees will oversee the selection of an independent CPA auditor to conduct the annual audit of the school's financial statements, attendance, enrollment, accounting practices and review the school's internal controls. The Board of Trustees will select an auditor that has experience in school finance. The audit, expected to be completed within four months of the close of the fiscal year, will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that our auditor plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. The audit will also include assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. The independent auditor and the GEA #2 will prepare a financial report to be submitted to the district, the county office of education, the State Controller's Office, and CDE.

In addition, GEA #2 will prepare and submit an annual performance report to the district, which will include, at a minimum, the following:

- Summary data showing student progress toward the goals and outcomes specified in Element 2 from assessment instruments and techniques listed in Element 3;
- An analysis of whether student performance is meeting the goals specified in Element 2. This data will be displayed on both a school-wide basis and disaggregated by major racial and ethnic categories and language dominance to the extent feasible without compromising student confidentiality;
- A summary of major decisions and policies established by the GEA #2 Board of Trustees during the year including any changes in the Board's composition;
- Data on the level of parent involvement in the school's governance and volunteer programs and summary data from an annual parent and student satisfaction survey;
- Data regarding the number of staff working at the school and their qualifications;
- A copy of the GEA #2's health and safety policies and/or a summary of any major changes to those policies during the year;
- Information demonstrating whether the GEA #2 implemented the means listed in charter Element 7 to achieve a racially and ethnically balanced student population;
- An overview of the GEA #2's admissions practices during the year and data regarding the number of students enrolled, the number on waiting lists, and the numbers of students expelled and/or suspended;
- Analyses of the effectiveness of the school's internal and external dispute mechanisms and data on the number of and resolution of disputes and complaints; and
- Other information regarding the educational program, staff development, and the administrative, legal, and governance operation of the school relative to compliance with the terms of the charter generally.

9.3 Resolution of Exception/Deficiencies

Audit exceptions and deficiencies will be resolved in conference with the auditor to the

satisfaction of the auditing agency prior to the completion of the auditor's final report. Audit findings and exceptions will be reported to the GEA #2 board with any relevant explanations and the principal's plan to resolve these issues. The board will approve the plan, and at the next regular board meeting, the principal will present each of the issues/findings and if/how it was resolved.

Audit exceptions and deficiencies will be resolved to the satisfaction of LAUSD within four weeks of notice from the auditor unless otherwise agreed upon with LAUSD.

9.4 District Oversight Costs

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

9.5 Balance Reserves

Additionally, the Charter School will at all times maintain a funds balance (reserve) of its expenditures as required by section 15450, Title 5 of the California Code of Regulations.

9.6 Special Education Revenue Adjustment/Payment for Services

In the event that the 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 the Charter School, the Charter School authorizes the District to deduct any and all of the in lieu property taxes that the Charter School otherwise would be eligible to receive under section 47635 of the Education Code to cover such owed amounts. The Charter School further understands and agrees that the District shall make appropriate deductions from the in lieu property tax amounts otherwise owed to the Charter School. Should this revenue stream be insufficient in any fiscal year to cover any such costs, the 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.

9.7 Reports to the District

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

10.0 Student Discipline

“The procedures by pupils can be suspended or expelled.”

10.1 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.

10.2 Procedures for Involving Parents/Guardians, Students, & Staff

The GEA #2 will develop and maintain a comprehensive set of student discipline policies that will clearly describe the school’s expectations attendance, student work, mutual respect, and safety. In accordance with the mission and goals of the GEA #2, parents/guardians, students, and staff will periodically review student discipline policies and their implementation at the

school. Recommendations will be made to the Board for review. These policies and updates will be included in the school's Parent-Student Handbook. Parents/guardians will be asked to verify that they have reviewed and understand the policies prior to enrollment.

The policies at GEA #2 emphasize prevention over punishment through a school culture of caring and respect, and through clear and consistent policies. Individuals who are a part of the school community— teachers, staff, parents, and other community members—provide a context of self-awareness, considered action, and reflective response that encourages students to make meaningful choices for their own lives as well as for their communities.

10.3 Behavioral Interventions

Student behavior issues are addressed through direct intervention by faculty or staff. Determining the cause or root of the behavior is a goal. Faculty and staff use age-appropriate explanations and consequences to correct student behavior. If one-on-one interventions are unsuccessful, the support of another faculty or staff member may be utilized. A parent/guardian conference is the next step to address behavior issues. A behavior contract may be employed to clearly define expectations and consequences.

10.4 Grounds for Suspension or Expulsion

To protect the rights of students and ensure that students not inappropriately disciplined, GEA #2 will adhere to California Education Code 48900 through 48900.7, which states that a pupil shall not be suspended from school or recommended for expulsion, unless the principal of the school in which the pupil is enrolled determines that the pupil has:

- (a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person.
(2) Willfully used force or violence upon the person of another, except in self-defense.
- (b) Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the pupil has obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.
- (c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind (applicable to first offense only).
- (d) Unlawfully offered, arranged, or negotiated to sell any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant
- (e) Committed or attempted to commit robbery or extortion.
- (f) Caused or attempted to cause damage to school property or private property.
- (g) Stolen or attempted to steal school property or private property.
- (h) Possessed or used tobacco, or any products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes,

smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of his or her own prescription products.

- (i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- (j) Had unlawful possession of, or unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.
- (k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.
- (l) Knowingly received stolen school property or private property.
- (m) Possessed an imitation firearm.
- (n) Committed or attempted to commit a sexual assault or committed a sexual battery.
- (o) Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.
- (p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma
(applicable to first offense only).
- (q) Engaged in, or attempted to engage in, hazing as defined in Section 32050.
- (r) Engaged in an act of bullying as defined by Ed Code 48900 (r), and as amended by the legislature.
- (s) Aided or abetted the infliction or attempted infliction of physical injury to another person
(suspension only).

48900.2 Committed sexual harassment (grades 4-12).

48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence (grades 4-12).

48900.4 Engaged in harassment, threats, or intimidation directed against school district personnel or pupils (grades 4-12).

48900.7 Made terroristic threats against school officials, school property, or both.

Also to be included are inappropriate acts related to electronic communications as outlined in AB 1732.

A pupil may not be suspended for any of the aforementioned acts, unless that act is related to school activity or school attendance occurring within a school under the jurisdiction of the superintendent or principal or occurring within any other school district. A pupil may be suspended or for acts that are enumerated in this section and related to school activity or attendance that occur at any time, including, but not limited to, any of the following:

1. While on school grounds.
2. While going to or coming from school.
3. During the lunch period whether on or off the campus.
4. During, or while going to or coming from, a school sponsored activity.

As used in this section, 'school property' includes, but is not limited to, electronic files and databases.

A principal may use his or her discretion to provide alternatives to suspension or expulsion, including, but not limited to, counseling and an anger management program, for a pupil subject to discipline under this section.

It is important to note that the list above includes acts that can be categorized according to severity. Each category and required response is described below.

Category A: Mandatory Expellable Offenses with No Principal Discretion

According to California law, the principal must recommend expulsion, not suspension, when a student commits one of the following on campus or at a school-sponsored event off campus:

1. Possessing, selling or furnishing a firearm
2. Brandishing a knife at another person
3. Unlawfully selling a controlled substance as defined by Health and Safety Code 11053, et seq.
4. Committing or attempting to commit a sexual assault or committing a sexual battery
5. Possession of an explosive device

Category B: Offenses Subject to Limited Principal Discretion

The principal shall recommend student expulsion if he or she determines that the student committed one or more of the following acts at school or at a school activity off school grounds unless the principal also determines that expulsion is inappropriate due to the particular circumstances:

1. Causing serious physical injury to another person, except in self-defense.
2. Possession of a knife or other dangerous object of no reasonable use to the pupil
3. Unlawful possession of any controlled substance (as defined by Health and Safety Code 11053, et seq.), except for the first offence for possession of not more than one ounce of marijuana.
4. Robbery or extortion.
5. Assault or battery upon any school employee that causes physical injury, or reasonable fear of actual physical injury...

Category C: Offenses Subject to Broad Principal Discretion

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

recommend suspension.

1. Caused, attempted to cause, or threatened to cause physical injury to another person.
2. Willfully used force or violence upon the person of another, except in self-defense.
3. Possessed not more than one ounce of marijuana (applicable to the first offense only) or possessed alcohol.
4. Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage, or an intoxicant of any kind, and then either sold, delivered, or otherwise furnished to any person another liquid, substance, or material represented as a controlled substance, alcoholic beverage, or intoxicant.
5. Caused or attempted to cause damage to school or private property.
6. Stole or attempted to steal school property or private property.
7. Possessed or used tobacco or any tobacco products.
8. Committed an obscene act or engaged in habitual profanity or vulgarity.
9. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia.
10. Disrupted school activities or willfully defied the valid authority of school personnel engaged in the performance of their duties.
11. Knowingly received stolen school or private property.
12. Possessed an imitation firearm. "Imitation firearm" means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude it is a firearm.
13. Harassed, threatened, or intimidated a pupil who is complaining witness or witness in a school disciplinary proceeding.
14. Committed sexual harassment (applicable to grades 4 through 12 only).
15. Intentionally engaged in harassment, threats, or intimidation against school district personnel or pupils (applicable to grades 4 through 12 only).
16. Intentionally engaged in harassment, threats, or intimidation against school district personnel or pupils (applicable to grades 4 through 12 only).
17. Made terroristic threats against school officials or school property, or both.
18. Offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
19. Engaged in, or attempted to engage in, hazing.
20. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

Furthermore, EC 48915 provides in part:

(b) Upon recommendation by the principal, or administrative panel appointed pursuant to subdivision (d) of Section 48918, the governing board may order a pupil expelled upon finding that the pupil committed an act listed in subdivision (a) or in subdivision (a), (b), (c), (d), or (e) of Section 48900. A decision to expel shall be based on a finding of one or both of the following:

- (1) Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.
- (2) Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

...

(e) Upon recommendation by the principal, or administrative panel appointed pursuant to subdivision (d) of Section 48918, the governing board may order a pupil expelled upon finding that the pupil, at school or at a school activity off of school grounds violated subdivision (f), (g), (h), (i), (j), (k), (l), or (m) of Section 48900, or Section 48900.2, 48900.3, or 48900.4, and either of the following:

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

10.5 Suspension and Expulsion Procedures Ensuring Due Process

Suspensions and Expulsions

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

Charter School shall ensure that its policies and procedures regarding suspension and expulsion will be periodically reviewed, and modified as necessary, including, for example, any modification of the lists of offenses for which students are subject to suspension or expulsion.

Charter School shall ensure the appropriate interim placement of students during and pending the completion of the Charter School's student expulsion process.

Charter School will implement operational and procedural guidelines ensuring federal and state laws and regulations regarding the discipline of students with disabilities are met. Charter School will also ensure staff is knowledgeable about and complies with the District's Discipline Foundation Policy. If the student receives or is eligible for special education, the Charter School shall identify and provide special education programs and services at the appropriate interim educational placement, pending the completion of the expulsion process, to be coordinated with the LAUSD Support Unit, Division of Special Education.

Charter School shall utilize alternatives to suspension and expulsion with students who are truant, tardy, or otherwise absent from compulsory school activities.

10.5.1 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 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.

Gun Free Schools Act

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

If the principal recommends expulsion for any of the aforementioned causes enumerated in Categories A, B, or C, the student may be suspended pending the hearing. If a student is not expelled at the principal's discretion, he or she may still be suspended for offenses listed under Categories B and C above as well as any offenses listed at the beginning of Section 10.4.

The following sections outline types of suspensions.

Informal Class Suspension

- A student may be suspended from one or more classes. A student suspended from all of his or her classes may remain in school during the period of suspension provided he or she is appropriately supervised.
- A teacher who suspends a student from his or her class must immediately report the suspension to the principal (or the principal's designee) and send the student to the office.

The student may only be kept out of class for the balance of the day and for the following meeting of the class. A teacher-initiated suspension is only applicable to the class in which the student has engaged in misconduct.

- During the period of suspension, a student may not be returned to the class from which he or she was suspended without the concurrence of the principal and the teacher who imposed the suspension. The suspended student cannot be placed in another regular class during the period of suspension. If the student is assigned to more than one class per day, the student may attend the classes from which he or she is not suspended. A teacher may require the student to complete all tests and assignments the student missed during the period of suspension.

School Suspension

- When suspension from school is imposed, the principal or principal's designee must conduct an informal conference with the student to notify him or her of the reasons for suspension and to give the student the opportunity to explain his or her actions. The principal must make a reasonable effort to inform the parent or guardian immediately of the suspension. The Charter School must also notify the parent or guardian in writing of the suspension and advise the parent or guardian of the student's right to appeal.
- Unless the principal determines that the presence of the suspended student constitutes a clear and present danger to the lives, safety or health of students or school personnel, an informal conference must be held with the student. That conference should also include the student's parents, if possible, to discuss the suspension. The conference should take place before the suspension is imposed, if possible. However, if a pre-suspension conference is not possible, suspension may be imposed without a conference. The student is required to return to school at the conclusion of the suspension, even if the parent has failed to attend the conference.
- The length of any single student suspension may not exceed 5 consecutive school days. The combined length of all suspensions may not exceed a period of 20 days in any school year unless the student is transferred to another school or program for adjustment purposes, in which case the number of days of suspension may be increased by 10, making the total number of suspension days from school in any school year 30. The number of days a student receiving special education services can be suspended shall not exceed ten days in one school year.
- GEA #2 may extend the student suspension beyond five consecutive days in instances where the student is being recommended for expulsion. This recommendation, made by the principal subsequent to a meeting with the student and parent, can only occur during the initial 5-day suspension if the presence of the student at school would cause a danger to persons or property, or a threat of disrupting the instructional process. The maximum time for an extended suspension is until the Board takes final action on the expulsion recommendation.

- All reasonable arrangements will be made to provide the student with classroom material and current assignments to be completed at home during the length of the suspension. The teachers of the student will provide the parent with a listing of all classroom and homework assignments and a brief explanation thereof. The parent may return all assignments to the teachers for grading. If there is a test that will be missed, a copy of the test may be sent home, at the teacher's discretion, subsequent to testing at the school site. The test will be scored but not used to calculate final grades. The parent will acknowledge receipt in writing of all homework and class assignments and any other relevant texts and/or materials that the student will be using at home. If the student or parent has questions regarding the assignments, the teacher will provide phone assistance to the student, not to exceed normal working hours of the teacher, and not to interfere with instruction time.

If the student is suspended or expelled for any of the offenses listed below, the principal or the principal's designee must notify the school police or local law enforcement authority:

- Assault with a deadly weapon (California Penal Code Section 245).
- Possession or sale of narcotics or a controlled substance or sale or delivery of a substance represented as alcohol, a controlled substance, or an intoxicant (E.C. Sections 48900[c] and [d]).
- Possession of a firearm(s) at a public school (California Penal Code Section 626.9).
- Possession of dirk, dagger, ice pick, knife having a fixed blade longer than 21/2 inches, folding knife with a blade that locks into place, razor with an unguarded blade, taser or stun gun, BB or pellet or other type of air gun, or spot marker upon the grounds of any school within a K-12 school district (California Penal Code Section 626.10).

In such cases, the school administrator must complete a Crime Reporting Form for certain incidents of student misconduct involving a crime.

Recommendations for Expulsion

Student will be recommend for expulsion if the school principal finds that in addition to the expellable

offense the student allegedly committed at least one of the following findings may also be substantiated:

- a. Other means of correction are not feasible or have repeatedly failed to bring about proper conduct
- b. Due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others
- c. Due to the nature of the violation, heretofore described under Category A, state law stipulates mandatory expulsion

Expulsion Hearing

Students recommended for expulsion have an expulsion hearing if requested. The hearing will be held within 30 days after the principal determines that the student committed an act subject to expulsion has occurred. The hearing will be presided over by an administrative hearing panel appointed by the Board. The panel thus appointed will consist of three public school employees not employed by GEA #2.

Written notice of the hearing will be forwarded by the principal to the student and the student's parent/guardian at least 30 calendar days before the date of the hearing. The notice will include:

- a. The date and place of the hearing;
- b. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based;
- c. A copy of the Global Education Academy #2's disciplinary rules which relate to the alleged violation; and
- d. The opportunity for the student or the student's parent/guardian to appear in person at the hearing.
- e. The opportunity for student or student's parent/guardian to hire and be represented by an attorney at the hearing, to cross-examine witnesses and to inspect and question evidentiary documents, and to present evidence on behalf of the student.
- f. A description of how the recommendation for the expulsion hearing was reached.

At the hearing, all panel members and others present will be introduced by the panel chair. The panel chair will invite the principal to recite evidence and rationale leading to the recommendation for expulsion. The principal will also be able to present witnesses to corroborate written statements and other evidentiary pieces after which parents and/or designated representatives will have the opportunity to cross-examine. After the presentation by the principal, the parent and/or parent representative will have the opportunity to present witnesses and evidence. The principal will also have the opportunity to cross-examine these witnesses. During the process of presenting evidence by the principal and parent/representative, any member of the panel may ask questions. At the conclusion of case presentations, if there are no more questions from the panel, the panel will hold a closed session to discuss the evidence and come to a recommendation.

If the panel recommends expulsion, a letter stating such with an explanation of the rationale shall be sent to the GEA #2 Board. This letter will be sent via registered mail within 5 days of the panel meeting and will include a summary of evidence, conclusions based on the evidence, recommendation for or denial of the expulsion request.

The Board will hold a special board meeting within 20 days of receipt of the letter at which time the board will issue or deny an expulsion order. In issuing or denying the expulsion order, the board will consider the evidence, rationale, and recommendations of the panel as expressed in the letter.

The rules for announcing and conducting this special meeting will follow protocol established by the Brown Act. Because of the confidential nature of such a special meeting, it will be held in closed session. A record of the hearing will be made in accordance with the Brown Act concerning treatment of confidential information.

If the board rules in favor of expulsion, expulsion is immediate, and the parents will be notified in person, via phone, and written notice. Written notice will be sent by the principal via registered mail within 10 school days to the parent/guardian of any student who is to be expelled. This notice will include the following:

- a. The specific offense(s) committed by the student
- b. The effective date of the expulsion order
- c. Notice of the student or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Global Education Academy #2.
- d. The basis upon which the hearing panel made the determination regarding expulsion.
- e. Reinstatement eligibility review date.
- f. A copy of the rehabilitation plan.
- g. The type of educational placement during the period of expulsion.
- h. Notice of appeal rights/procedures.

10.6 Appeals of Disciplinary Action

The implementation of suspensions or expulsions shall be consistent with the process set forth herein. Procedures to appeal formal suspensions and expulsions are described below.

Suspension

A suspension appeal will be heard by the principal initially if said suspension was initiated by a teacher, and if the principal denies the appeal, or if the suspension was initiated by the principal, the parent can appeal to the Board directly in writing within 3 days of the informal conference with the student and his/her parents. A student may also appeal to the Board directly in writing within 3 days of the informal conference with the student and his/her parents. Upon receipt of the written appeal, the Board will decide within 10 days if they will hear the appeal or if it will be heard by a panel designated by the board that shall exclude the principal. This decision is based on information contained in the appeals letter. The appeals panel will be composed of two teachers and one parent representative from the school site council. An appeal will not reinstate the student in school for the day(s) to be suspended but the Board or panel may elect to remove the suspension from the student's records.

Procedures for conducting the appeals hearing in front of the Board or Board designated panel will follow procedures outlined above for expulsion hearings. Notice of Board or Board designated panel decision will be provided to the parent within 10 days via registered mail of the appeals meeting.

Expulsion

Students who are recommended for expulsion by the principal may address the administrative panel.

Students who are recommended for expulsion by the administrative hearing panel, may address the Board before the decision to expel is made. The Board's decision to expel is final.

10.7 Educational Placements

In the event of a decision to expel a student from the Academy, GEA #2 has the responsibility in regards to the student to locate an appropriate educational placement, work cooperatively with the district of residence, county, and/or private schools, and to ensure the appropriate educational placement of the student who has been expelled. Global Education Academy #2 will develop Memorandum of Understanding (MOUs) with other districts, charter school, and the county to

ensure placement. Any incident of violent and/or serious behavior shall be communicated to the school to which the student matriculates.

10.8 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.

10.9 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.

10.10 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.

10.11 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?

10.12 Procedures for Ensuring Rights of Students

The suspension and expulsion policies outlined in this document are intended to make clear the policies and procedures for disciplinary action. The disciplinary policies set out in this document ensure the following:

- a. Students and their parents/guardians are given clear and consistent school disciplinary policies upon enrollment;
- b. Students and their parents/guardians are informed of pending disciplinary actions in a timely manner and the nature of the offence is clearly stated;
- c. Students and their parents/guardians have opportunities to be present at any meetings and/or proceedings regarding disciplinary action;
- d. Students and their parent/guardians may appeal disciplinary decisions;
- e. Students are assisted in finding appropriate education placement in the event of expulsion;
- f. The safety of students, staff, and visitors to the school is assured; and
- g. The policies serve the best interests of the school’s pupils and their parents/guardians.

11.0 Employee Retirement Systems

“The manner by which staff members of the charter schools will be covered by the State Teachers’ Retirement System, the Public Employees’ Retirement System, or federal social security.”

11.1 Relationship Between Teachers and District/County Bargaining Unit

The GEA #2 shall be deemed the exclusive public school employer of the GEA #2 employees for collective bargaining purposes under the Education Employment Relations Act (EERA). According to EERA guidelines, employees may join and be represented by an organization of their choice for collective bargaining purposes. However, unless the employees elect to be represented by an organization for bargaining purposes, all employees will be individually

contracted.

11.2 Determining Salary/Benefits/Conditions

Salaries and benefits will be determined by the principal and approved by the Board of Trustees through placement on the GEA #2 salary table in accordance with an analysis of university course credits acquired in the field of education beyond the bachelor's degree and years of certificated service. Work conditions, the calendar, holidays, vacations, work day and year will be determined by the principal and approved by the Board as necessary.

11.3 Labor Procedures

The GEA #2 shall be deemed the exclusive public school employer of the GEA #2 employees for collective bargaining purposes under the Education Employment Relations Act (EERA). According to EERA guidelines, employees may join and be represented by an organization of their choice for collective bargaining purposes. However, unless the employees elect to be represented by an organization for bargaining purposes, all employees will be individually contracted. At this time certificated employees are represented by United Teachers Los Angeles.

11.4 Resolving Complaints & Grievances

The Global Education Academy #2 will adopt and make available procedures providing for prompt and equitable resolution of student and employee complaints. Disputes arising within the school shall be resolved using the following process.

1. Attempt to resolve the issue among affected parties by discussing the issue, where possible;
2. The affected parties agree on a peer to act as a mediator. The affected parties will agree on the structure of the mediation and procedure for resolution;
3. In the event that peer mediation does not resolve the dispute, the affected parties will agree on a teacher or administrator to serve as arbitrator. The affected parties will determine the structure of the arbitration and procedure for resolution. The affected parties will agree on the binding nature of the arbitrator's recommendations prior to the arbitration.

11.5 Due Process

All staff members will have due process rights that include:

- Right to just cause discipline and dismissal;
- Right to mediation and a fair hearing, if necessary; and
- Right to appeal before a free state arbitrator.

Due process is described for all employees in the Employee Handbook, and specifically for certificated full-time employees in the UTLA/GEA #2 contract.

11.6 Retirement System

GEA #2 staff will participate in the federal social security system and will have access to other school- sponsored retirement plans according to policies developed by the Board of Trustees for the school's employees. GEA #2 certificated teaching and certificated administrative staff will participate in the State Teachers Retirement System (STRS). All other full time staff including administrative and support staff will participate in a 403(b) plan (or similar plan) and the federal social security system. GEA #2 will work directly with the Los Angeles County Office of Education to forward in a timely fashion any required payroll deductions and related data. GEA #2 will either use LACOE's reporting system or a system compatible with LACOE. The staff member responsible for the on- site fiscal management (currently the Office Manager) will be responsible for ensuring that appropriate arrangements for the afore- mentioned coverage has been made.

11.7 Staff Recruitment, Selection, Evaluation & Termination

Staff Recruitment & Selection

A personnel committee will be formed each year and will be representative of all stakeholders including parents, students, teachers, staff, administrators and members of the Board of Trustees. The personnel committee will work with the principal as necessary in recruiting, screening and making a recommendation to the principal on hiring employees for any vacant positions. The principal is ultimately responsible for hiring employees on behalf of the school's Board of Trustees. The make-up of the Personnel Committee will be designed by the principal and the Board President.

GEA #2 is committed to recruiting and hiring a community of professionals who are dedicated to the best practices education of all students. Regardless of their role in the school, every person hired by GEA #2 will actively help to promote the curricular philosophy, instructional program and the school community's guiding principles.

GEA #2 is to have a fully certified/licensed teacher in every classroom. GEA #2 seeks qualified candidates who are innovative, enthusiastic, and are looking for the opportunity to make a difference. Candidates must possess either a California teaching credential or an Out-of-State teaching credential/license (evaluation of credential/license program will determine California reciprocity).

The principal with the help of an adjunct hiring committee comprised of faculty and parents will select the teachers on an application and interview basis. Selection of teachers will be based on their teaching experience and their ability to demonstrate curriculum creation, implementation and assessment, and classroom instructional capabilities. Inexperienced teachers will be hired on educational experience (i.e. former paraprofessional, school volunteer, child care, etc.), work experiences found beneficial to education, and resumes with good references.

GEA #2 believes that all persons are entitled to equal employment opportunity. Charter School

shall not discriminate against qualified 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, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and dismissal from employment.

All staff will be expected to be sensitive to the linguistic and cultural needs of students, and to participate in staff development to enhance their skills in this area.

Evaluation and Termination

Evaluations will be performed annually. Performance measures will be used to evaluate all school personnel.

The principal will be evaluated by the Board based on:

- Maintaining a fiscally sound charter school including a balanced budget;
- Overall successful school academic program and achievement of educational goals;
- High parental and community involvement;
- Completion of required job duties; and
- Creation of a school atmosphere of enthusiasm, warmth, and cooperation among all parties.

Teachers will be evaluated by the principal based on:

- Student progress as referenced from assessment measures;
- Effectiveness of teaching strategies; and
- Performance of job duties.

Classified and other personnel will be evaluated by the principal based on completion of assigned job duties and regular, punctual attendance.

If an evaluation reveals poor job performance, a conference will be scheduled between the staff member and the principal to develop a written action plan detailing recommendations for improvement. The action plan will outline an implementation plan for support services, specific responsibilities and expectations, timelines, and consequences, including termination, for failure to meet the expectations. If an employee disagrees with an evaluation, a written objection may be appended to the review.

Employees always have the right to engage in Due Process and the Grievance Procedures as described in the Employee Handbook and UTLA/GEA #2 contract.

11.8 Processing & Monitoring Credentials

The staff hiring procedures outlined in Elements #5 and #6 ensure all teachers have the proper credentials as part of their hiring process. Updates in credentials will be processed and monitored as determined by the principal and will conform to federal, state, and district

requirements. **12.0**

12.0 Public School Attendance Alternatives

“The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.”

Pupils who choose not to attend Global Education Academy #2 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.

GEA #2 will inform in writing parents of students who leave Global Education Academy #2 that they do not have the right of admission to a non-charter LAUSD school (or program within an LAUSD school) as a consequence of enrollment in the charter school except to the extent that such a right is extended by LAUSD.

13.0 Rights of District Employees

“A description of the rights of any employee of the school district upon leaving the employment of the school district to work in a charter school, and any rights of return to the school district after employment at a charter school.”

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.

GEA #2 shall be deemed the exclusive public school employer of the GEA #2 employees for collective bargaining purposes under the Education Employment Relations Act (EERA). According to EERA guidelines, employees may join and be represented by an organization of their choice for collective bargaining purposes. However, unless the employees elect to be represented by an organization for bargaining purposes, all employees will be individually contracted.

14.0 Mandatory Dispute Resolution

“The procedures to be followed by the charter school and the entity granting the charter to

resolve disputes relating to provisions of the charter.”

The staff and governing board members of GEA #2 agree to resolve any claim, controversy or dispute arising out of or relating to the Charter agreement between the District and GEA #2 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 GEA #2 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: Global Education Academy #2

c/o School Director

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.

15.0 Exclusive Public School Employer

“A declaration whether or not the charter school shall be deemed the exclusive public school employer of the employees of the charter school for the purposes of the Educational Employment Relations Act (Chapter 10.7 (commencing with Section 3540) of division 4 of Title 1 of the Government Code).”

Global Education Academy #2 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.

16.0 Charter School Closing Procedures

“A description of the procedures to be used if the charter school closes. The procedures shall ensure a final audit of the school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records.”

Revocation of the Charter

The District may revoke the Charter if GEA #2 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 GEA #2 if the District finds, through a showing of substantial evidence, that Charter School did any of the following:

- GEA #2 committed a material violation of any of the conditions, standards, or procedures set forth in the Charter.
- GEA #2 failed to meet or pursue any of the pupil outcomes identified in the Charter.
- GEA #2 failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement.
- GEA #2 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 GEA #2 in writing of the specific violation, and give GEA #2 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.

Closure Action

The decision to GEA #2, either by the governing board of GEA #2 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 GEA #2 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 GEA #2 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 GEA #2 or the LAUSD Board of Education, the governing board of GEA #2 shall immediately designate a person or persons responsible for conducting all closure procedures and activities, and determine how GEA #2 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 GEA #2. 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 GEA #2 within 72 hours of the Closure Action. GEA #2 shall simultaneously provide a copy of the written parent notification to the CSD.

3. Los Angeles County Office of Education (LACOE). GEA #2 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. GEA #2 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, GEA #2 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). GEA #2 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. GEA #2 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. GEA #2 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

Global Education Academy #2 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. GEA #2 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.

GEA #2 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.

GEA #2 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 GEA #2 will be the responsibility of GEA #2 and not LAUSD. GEA #2 understands and acknowledges that GEA #2 will cover the outstanding debts or liabilities of GEA #2. Any unused monies at the time of the audit will be returned to the appropriate funding

source. GEA #2 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 GEA #2 participates, and other categorical funds will be returned to the source of funds.

GEA #2 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.

GEA #2 shall retain sufficient staff, as deemed appropriate by the GEA #2 governing board to complete all necessary tasks and procedures required to close the school and transfer records in

accordance with these closure procedures.

GEA #2'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 Global Education Academy #2's right to operate as a charter school or cause Global Education Academy #2 to cease operation. Global Education Academy #2 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

AE-1.0 Facilities

AE-1.1 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.

AE-1.2 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.

GEA #2 intends to lease space in the Koreatown area of Los Angeles for the 2014-2015 school year. The facility that will house the school will meet all planning and building codes.

GEA #2 will be responsible for making changes, additions or alterations to the facility. Any improvements will be permitted following the approval process as prescribed by the Los Angeles Department of Building and Safety.

GEA #2 expects to be housed in a leased facility until enough capital is raised for the acquisition of a permanent school site.

GEA #2 has a school safety plan. The active safety plan is on file as required by the California Education Code.

GEA #2 will utilize the facility as its location until the facility can no longer hold its projected enrollment or a permanent facility is located and purchased.

AE-2.0 Fiscal Matters

AE-2.1 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.

AE-2.2 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.

AE-2.3 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.

AE-2.4 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.

AE-2.5 Internal Fiscal Controls

GEA #2 will develop and maintain sound internal fiscal control policies governing all financial activities.

AE-2.6 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)

AE-3.0: Insurance against Liability Claims

AE-3.1 Description and Type of Legal Services

GEA #2 will employ legal services where required in the establishment of the charter, using reputable legal representation which consists of personnel that are licensed to practice law in the state of California. These legal services may include, but are not limited to, consultation on appropriate local, district, state, and federal laws pertaining to the operation of a charter school; and representation for any legal claim or action brought by or duly served on GEA #2 by students, staff, teachers, administrators, or other parties.

AE-3.2 Plans for Insurance Liability and Legal Issues

The Board of Trustees will, on behalf of GEA #2, contract all the necessary liability insurance for the school as required by Education Code 47605(g). This has been described in detail under Element 6.

AE-4.0: Consolidated Addendum of District Required Language

Assurances and Affirmations

GEA #2 (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 GEA #2 is _____.
- The contact address for GEA #2 is _____.
- The contact phone number for GEA #2 is _____.
- The proposed address or target community of GEA #2 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.

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

GEA #2 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), GEA #2 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

GEA #2 shall provide to the CSD an annual report of its EL program assessment. Upon request, GEA #2 shall provide a copy of its current EL Master Plan to the CSD.

GEA #2 shall administer the CELDT annually in accordance with federal and state requirements.

GEA #2 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, GEA #2 will execute a Memorandum of Understanding ("MOU") by and between LAUSD and GEA #2 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 measureable outcomes and facilities obligations that the District has to achieve to disengage from the MCD and federal court oversight. All charter schools are required to use the District’s Special Education Policies and Procedures Manual and Welligent, the District-wide web-based software system used for online Individualized Education Programs (“IEPs”) and tracking of related services provided to students during the course of their education.

As part of fulfilling the District’s obligations under the MCD, student level data requests from District-operated and Charter-operated 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.

STANDARDIZED TESTING

Charter School agrees to comply with and adhere to the State requirements for participation and administration of all state mandated tests. If Charter School does not test (i.e., STAR, CELDT, CAHSEE) 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, GEA #2, 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.

GEA #2 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 GEA #2 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.

LEGAL AND POLICY COMPLIANCE

GEA #2 shall comply with all applicable federal and state laws and regulations, and District policy as it relates to charter schools.

RESPONDING TO INQUIRIES

GEA #2, 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. GEA #2, 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

GEA #2 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 GEA #2. 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

GEA #2 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

GEA #2 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(1). 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

GEA #2 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. GEA #2 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)

GEA #2, 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 GEA #2 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"). GEA #2 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 GEA #2 shall have the right to continue attending GEA #2 until the highest grade level of the charter. However, the obligation of the District to provide transportation for a NCLB-PSC student to GEA #2 shall end in the event the NCLB-PSC student's resident District school exits Program Improvement status.

GEA #2 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. GEA #2 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 GEA #2 under the NCLB-PSC program increases in subsequent years, GEA #2 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, GEA #2 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. GEA #2 understands that it is a local educational agency (LEA) for purposes of federal compliance and reporting purposes. GEA #2 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

GEA #2 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:

- k. Provisional Budget – Spring prior to operating fiscal year
- l. Final Budget – July of the budget fiscal year
- m. First Interim Projections – November of operating fiscal year
- n. Second Interim Projections – February of operating fiscal year

- o. Unaudited Actuals – July following the end of the fiscal year
- p. Audited Actuals – December 15 following the end of the fiscal year
- q. Classification Report – monthly according to school’s Calendar
- r. Statistical Report – monthly according to school’s Calendar of Reports

In addition:

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

Element 10 – Suspension and Expulsion Procedures

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:

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

NOTIFICATION OF THE DISTRICT

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

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

Notwithstanding the documentation sent to the Charter Schools Division as indicated above, if the student is a resident of a school district other than LAUSD, Charter School must notify the Superintendent of the student's district of residence within 30 days of the expulsion. Additionally, upon request of the receiving school district, Charter School shall forward student records no later than 10 school days from the date of the request as stated in Education Code 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 GEA #2 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 GEA #2 agree to resolve any claim, controversy or dispute arising out of or relating to the Charter agreement between the District and GEA #2, 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 GEA #2 shall be resolved in accordance with the procedures set forth below:

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

To Charter School: GEA #2
c/o School Director

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

6) A written response (“Written Response”) shall be tendered to the other party within twenty (20) business days from the date of receipt of the Written Notification. The parties agree to schedule a conference to discuss the Dispute identified in the Written Notice (“Issue Conference”). The Issue Conference shall take place within fifteen (15) business days from the

date the Written Response is received by the other party. The Written Response may be tendered by personal delivery, by facsimile, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00p.m., or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail.

7) If the Dispute cannot be resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Each party shall bear its own attorneys' fees, costs and expenses associated with the mediation. The mediator's fees and the administrative fees of the mediation shall be shared equally among the parties. Mediation proceedings shall commence within 120 days from the date of either party's request for mediation following the Issue Conference. The parties shall mutually agree upon the selection of a mediator to resolve the Dispute. The mediator may be selected from the approved list of mediators prepared by the American Arbitration Association. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.

8) If the mediation is not successful, then the parties agree to resolve the Dispute by binding arbitration conducted by a single arbitrator. Unless the parties mutually agree otherwise, arbitration proceedings shall be administered in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitrator must be an active member of the State Bar of California or a retired judge of the state or federal judiciary of California. Each party shall bear its own attorney's fees, costs and expenses associated with the arbitration. The arbitrator's fees and the administrative fees of the arbitration shall be shared equally among the parties. However, any party who fails or refuses to submit to arbitration as set forth herein shall bear all attorney's fees, costs and expenses incurred by such other party in compelling arbitration of any controversy or claim.

Element 15 – Exclusive Public School Employer

GEA #2 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 GEA #2 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 GEA #2 if the District finds, through a showing of substantial evidence, that Charter School did any of the following:

- GEA #2 committed a material violation of any of the conditions, standards, or procedures set forth in the Charter.
- GEA #2 failed to meet or pursue any of the pupil outcomes identified in the Charter.
- GEA #2 failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement.
- GEA #2 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 GEA #2 in writing of the specific violation, and give GEA #2 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.

CLOSURE ACTION

The decision to close GEA #2, either by the governing board of GEA #2 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 GEA #2 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 GEA #2, 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 GEA #2 or the LAUSD Board of Education, the governing board of GEA #2 shall immediately designate a person or persons responsible for conducting all closure procedures and activities, and determine how GEA #2 will fund these activities.

Notification of Closure Action

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

9. The CSD, if the Closing Action is an act of GEA #2. Note: If the Closure Action is a revocation or nonrenewal by the LAUSD Board of Education, the charter school may omit this step.

10. Parents, guardians, and/or caretakers of all students currently enrolled in GEA #2 within 72 hours of the Closure Action. GEA #2 shall simultaneously provide a copy of the written parent notification to the CSD.
11. Los Angeles County Office of Education (LACOE). GEA #2 shall send written notification of the Closure Action to LACOE by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to the CSD.
12. The Special Education Local Plan Area (SELPA) in which the school participates. GEA #2 shall send written notification of the Closure Action to the SELPA in which Charter School participates by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to the CSD.
13. The retirement systems in which the school's employees participate. Within fourteen (14) calendar days of the Closure Action, GEA #2 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.
14. The California Department of Education (CDE). [Charter] shall send written notification of the Closure Action to the CDE by registered mail within 72 hours of the Closure Action. Charter School shall provide a copy of this notification to the CSD.
15. Any school district that may be responsible for providing education services to the former students of Charter School. GEA #2 shall send written notification of the Closure Action within 72 hours of the Closure Action. This notice must include a list of potentially returning students and their home schools based on student residence. Charter School shall provide a copy of these notifications, if any, to the CSD.
16. All school employees and vendors within 72 hours of the Closure Action. GEA #2 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:

5. The effective date of the school closure
6. The name(s) and contact information for the person(s) handling inquiries regarding the closure
7. The students' school districts of residence
8. How parents 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:

3. A description of the circumstances of the closure
4. The location of student and personnel records

In addition to the four required items above, notification of parents, guardians, and students shall also include:

4. Information on how to enroll or transfer the student to an appropriate school

5. A certified packet of student information that includes closure notice, a copy of the student's cumulative record, which will include grade reports, discipline records, immunization records, completed coursework, credits that meet graduation requirements, a transcript, and state testing results
6. Information on student completion of college entrance requirements, for all high school students affected by the closure

Notification of employees and vendors shall include:

4. The effective date of the school closure
5. The name(s) and contact information for the person(s) handling inquiries regarding the closure
6. The date and manner, which shall be no later than 30 days from the effective date of 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

GEA #2 shall adhere to the following requirements regarding the transfer and maintenance of school and student records:

8. 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.
9. 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.
10. 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.
11. GEA #2 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.
12. Charter School must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.
13. 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.

14. 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.

GEA #2 shall ensure completion of an independent final audit within six months after the closure of the school that includes:

4. An accounting of all financial assets. These may include cash and accounts receivable and an inventory of property, equipment, and other items of material value.
5. An accounting of all liabilities. These may include accounts payable or reduction in apportionments due to loans, unpaid staff compensation, audit findings, or other investigations.
6. An assessment of the disposition of any restricted funds received by or due to the charter school.

This audit may serve as the school's annual audit.

GEA #2 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 GEA #2 will be the responsibility of GEA #2 and not LAUSD. GEA #2 understands and acknowledges that GEA #2 will cover the outstanding debts or liabilities of GEA #2. Any unused monies at the time of the audit will be returned to the appropriate funding source. GEA #2 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 GEA #2 participates, and other categorical funds will be returned to the source of funds.

GEA #2 shall ensure the completion and filing of any annual reports required. These reports include but are not necessarily limited to:

5. Preliminary budgets
6. Interim financial reports
7. Second interim financial reports
8. Final unaudited reports

These reports must be submitted to the CDE and the authorizing entity in the form required. 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:

4. The return of any donated materials and property according to any conditions set when the donations were accepted.
5. The return of any grant and restricted categorical funds to their source according to the terms of the grant or state and federal law.
6. 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.

GEA #2 shall retain sufficient staff, as deemed appropriate by the GEA #2 governing board to complete all necessary tasks and procedures required to close the school and transfer records in accordance with these closure procedures.

GEA #2'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:

- f. File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines.
- g. File a Federal Notice of Discontinuance with the Department of Treasury (Treasury Form 63).
- h. Make final federal tax payments (employee taxes, etc.)
- i. File its final withholding tax return (Treasury Form 165).
- j. 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 GEA #2's right to operate as a charter school or cause

GEA #2 to cease operation. GEA #2 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:
 - (iii)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

 - (iv)Taxes; Assessments: Generally, Charter School shall pay any assessment or fee imposed upon or levied on the LAUSD facilities that it is occupying or Charter School's legal or equitable interest created by the use agreement.

- Maintenance & Operations Services: In the event 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.
 - (iii)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.

 - (iv)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:

5. Commercial General Liability, including Fire Legal Liability, coverage of \$5,000,000 per Occurrence and in the Aggregate. The policy shall be endorsed to name the Los Angeles Unified School District and the Board of Education of the City of Los Angeles (“Board of Education”) as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy. Coverage shall be maintained with no Self-Insured Retention above \$15,000 without the prior written approval of the Division of Risk Management and Insurance Services for the LAUSD.
6. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect Charter School from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
7. Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if Charter School does not operate a student bus service. If Charter School provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
8. Crime Insurance or Fidelity Bond coverage shall be maintained by Charter School to cover all Charter School employees who handle, process or otherwise have responsibility for Charter School funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$50,000 per occurrence, with no self-insured retention.
9. Professional Educators Errors and Omissions liability coverage with minimum limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
10. 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.
11. Employment Practices Legal Liability coverage with limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
12. 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 inceptions, 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

GEA #2 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)

AE-5.0: Agreements between GEA #2 and the District

AE-5.1 Services

GEA #2 will serve as its own fiscal agent for all public and private grants, funds and gifts awarded now and in the future. Any monies accrued from deposits or investments will be used to support the instructional program.

GEA #2 will engage an independent public accountant, certified by the State of California, to audit the school's financial statement in accordance with generally accepted auditing standards and the audit guide issued by the Controller of the State of California. The independent public accountant and the charter school will prepare the necessary financial reports to be submitted to the District.

GEA #2 will be responsible for its own financial services (accounting, budgeting, and payroll) and personnel services.

GEA #2 may contract with outside agencies for needed services and programs such as but not limited to: special education, food service, legal services, and payroll. These contractual arrangements may be with the LAUSD or with other agencies. In the case that the District provides services to GEA #2 on a fee for service basis, the District will determine the cost of providing such services at a per pupil rate. Any services rendered by LAUSD to GEA #2 shall be subject to a Memorandum of Understanding.

The Los Angeles Unified School District Food Services Branch will not act as the meal program sponsor nor provide any fiscal agent services. GEA #2 must apply to the state to become its own meal program sponsor for the National School Lunch Program. It is understood that the District's Food Services Branch will not apply to the state on the school's behalf.

AE-5.2 Funding

GEA #2 will adopt the direct funding model as provided for in AB544. All State and Federal public revenue will be deposited into the GEA #2 account in the Los Angeles County Treasury. All payments, including payroll, will be drawn on the County Treasury, which enables the County Program Budgeting and Accounting System (PBAS) to account for all revenue and expenditures. Two or more revolving accounts with a local financial institution will be maintained for day-to-day expenditures from the General Fund and from Food Services (if applicable).

In consideration of the service rendered by GEA #2 pursuant to this charter, the charter

school will receive full and equitable funding pursuant to the Charter School Funding Model for all funds included in the funding model. This includes, but is not limited to, revenue limit apportionment, categorical block grant, economic impact aid, and state lottery funds. GEA #2 will receive revenue payments based on student attendance (ADA) records and eligibility requirements.

In accordance with applicable law, California's Superintendent of Public Instruction is authorized to make payments and/or apportionment directly to the charter school, or to an account held in the name of GEA #2. The charter school will notify the superintendent of schools of the county in the affected year. Funds transferred directly from the State Fund to GEA #2 will be transferred to the charter school account in the County Treasury by the County in the most expeditious manner possible. Any charter school funds still flowing through the district will be paid directly to the charter school by the district in a timely manner of the district receiving the funds.

GEA #2 will apply directly for funds not included in the charter school categorical block grant, but for which charter schools can apply directly. This includes, but is not limited to, programs such as Title 1. GEA #2 will report to federal and state taxing authorities as required by law. The charter school is responsible for payment of Social Security and all other applicable taxes.

GEA #2 reserves the right to evaluate and change its election to receive funds directly on an annual basis. The school will notify the county superintendent of schools and LAUSD by June 1st prior to the affected fiscal year if it opts for local instead of direct funding.

AE-5.3: GEA #2 Budget Narrative

Budget

Included is GEA #2's 3 year budget and 3 year cash flow projections.