



*Los Angeles Unified School District*  
**Charter Schools Division**  
333 S. Beaudry Ave., Los Angeles, CA 90017  
213.241.2665 Fax 213.241.6862

**David L. Brewer III**  
Superintendent

**José J. Cole-Gutiérrez**  
Executive Director

Dear Petitioners:

Following you will find a combination of required and recommended language. The required language is indicated by an asterisk. For the most part, the required language is not intended to replace the language in an element in its entirety. Rather, it is intended as a supplement. The recommended language, on the other hand, is language that the Superintendent's Advisory Committee on Charter Schools has found to be reasonably comprehensive in the past. It is, therefore, likely to be meet the current standards established by the committee. The Superintendent's Advisory Committee on Charter Schools will, nevertheless, review your petition and, due to changes in the laws or regulations or lessons learned, may recommend modifications. You may provide different language and it will be analyzed by the committee to determine whether it is reasonably comprehensive. The headings are being provided for your convenience.

## Special Education Program

### **Charter School Special Education Responsibilities**

The Charter School will adhere to the provisions of the Individuals with Disabilities Education Act (IDEA) and state special education laws and regulations to assure that all students with disabilities are accorded a free, appropriate public education (FAPE). The Charter School will also ensure that no student otherwise eligible to enroll in their charter school will be denied enrollment.

The Charter School will comply with Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and all Office of Civil Rights mandates for students enrolled in the Charter School.

The Charter School will adhere to all Los Angeles Unified School District policies and procedures regarding special education.

The Charter School will adhere to the requirements of the *Chanda Smith* Modified Consent Decree and court orders imposed upon LAUSD pertaining to special education and will submit documents and information, participate in reviews, and attend informational sessions and meetings.

The Charter School will use District forms to develop, maintain, and review assessments and IEPs in the format required by the District and will enter accurate assessment and IEP data into the District's designated data system (Welligent) in accordance with LAUSD polices and procedures. The charter will maintain copies of assessments and IEP materials for district review. The Charter School will submit to the District all required reports, including but not limited to CASEMIS, SESAC and Welligent IEPs, in a timely manner as necessary to comply with state and federal and Modified Consent Decree requirements.

The Charter School will participate in the state quality assurance process for special education (i.e. verification reviews, coordinated compliance self-reviews, complaints monitoring, procedural safeguards, and the local plan). The Charter School will participate in internal validation review (DVR).

The Charter School is responsible for the management of its special education budgets, personnel, programs and services. The Charter School will ensure that its special education personnel or contracted personnel is appropriately credentialed, licensed or on waiver consistent with California laws and regulations.

The Charter School will implement the programs and services, including providing related services, required by the IEPs of the students enrolled at the Charter School. The Charter School may request related services (e.g., Psychological assessments, Counseling, Occupational Therapy, Adapted P.E., Nursing, etc.) from the District, subject to availability and on a “fee-for-service” basis, by submitting written requests to the Charter Office. The Charter School may also provide related services by hiring credentialed or licensed providers through private agencies or independent contractors.

For students transferring to the Charter School from District schools or District affiliated charter schools, the Charter School will provide those related services required by the students’ IEPs upon the students’ enrollment. However, to allow for a smooth transition to independent charter schools, the District shall continue to fund services for those special education students enrolling in independent charter schools who have been receiving non-public agency (NPA) services from the District *for thirty (30) days after enrollment*. This will allow the Charter School time to conduct an IEP team meeting and to execute contracts as necessary to facilitate the students’ transition to the Charter School. When requested by the Charter School, a District special education representative may participate in a student’s first IEP meeting at the independent charter school to assist with transition issues.

For students transferring to the Charter School from other school districts, the Charter School shall provide related services required by the students’ IEPs upon the students’ enrollment regardless of the type of service provider (school, NPA or private). IEP team meetings for such students will be held within thirty (30) days of the student’s enrollment in accordance with state and federal law.

The referral process shall include Student Success Team meetings to review prior interventions, accommodations and modifications and to recommend further interventions as appropriate. The Charter School will identify and refer students with disabilities who demonstrate early signs of academic, social or behavioral difficulty that may require assessment for special education eligibility and placement in a special education program.

Upon parents request for assessment, the Charter School will be responsible for the development of assessment plans for students with suspected disabilities. The assessment plan will describe the types of assessments that may be used to determine the eligibility of students for special education instruction and services. Assessments will be conducted, within legal timelines, after receiving the parents’ written consent. The Charter School shall conduct an Individualized Education Program (IEP) team meeting that includes required team members within mandated timelines for each student assessed to discuss results, determine eligibility, and (if eligible) specify special education instruction and services. The Charter School will make decisions regarding eligibility, goals, program, placement, and exit from special education through the IEP process according to federal, state and District timelines.

In the event that the Charter School is unable to provide an appropriate placement or services for a student with special needs, the Charter School will contact the District to discuss placement and service alternatives. *Charter School IEP teams will ensure participation of a District special education representative at an IEP team meeting whenever it is anticipated that special education programs outside of the Charter School, including but not limited to placement at a District school or at a non-public or private school, will be considered.* If an Individualized Education Program (IEP) team that includes Charter School personnel places a student in a special education program provided by another entity without District representation on the IEP team, the Charter School will be fully responsible for the quality of the program and for any costs incurred for such a placement.

The Charter School will support movement of students with disabilities into less restrictive environments and increase interactions of students with disabilities with non-disabled students. The Charter School general program of instruction for students with disabilities shall be responsive to the required sequence of courses and related curricular activities provided for all students in the Charter School. Assessment and standardized testing procedures shall be implemented, including guidelines for modifications and adaptations, to monitor student progress.

The Charter School shall provide planned staff development activities and participate in available appropriate District trainings to support access by students with disabilities to the general education classroom, general education curriculum, integration of instructional strategies and curriculum adaptations to address the diverse learner, and interaction with non-disabled peers.

The Charter School will ensure that the teachers and other persons who provide services to a student with disabilities are knowledgeable of the content of the student's IEP. The Charter School will maintain responsibility for monitoring progress towards IEP goals for the student with special needs. The Charter School will assess and develop Individual Transition Plans to help students with disabilities transition to adult living in accordance with District policies and procedures..

The Charter School will ensure that it makes the necessary adjustments to comply with the mandates of state and federal laws, including the IDEA and Section 504 of the Rehabilitation Act of 1973, regarding discipline of students with disabilities. Discipline procedures will include positive behavioral interventions. Prior to recommending expulsion for a student with disabilities, the charter school will convene a manifestation determination IEP. The Charter School will collect data pertaining to the number of special education students suspended or expelled.

**[Language for conversion schools]** As a conversion charter school, the Charter School will be responsible for special education students who reside in their pre-charter attendance areas and all other enrolled special education students at the time of conversion. The Charter School will also conduct special education search and find activities for private school students residing in their pre-charter attendance areas in accordance with the state and federal law and District policy.

**[Language for conversion schools]** The Charter School will be responsible for the cost of transportation for those special education students residing in pre-charter attendance area of the Charter School who require transportation as a related service. Special education students from other attendance areas who were being transported as a related service by the District at the time conversion will continue to be funded by the District at the same levels of service until the students no longer attend. Any additional transportation costs for these students due to changes in bell schedules or IEP team recommendations will be paid by the Charter School.

## **Procedural Safeguards/Due Process Hearings**

The District may invoke dispute resolution provisions set out in a charter, initiate due process hearings, and/or utilize other procedures applicable to the Charter School if the District determines that such action is legally necessary to ensure compliance with federal and state special education laws and regulations or the Modified Consent Decree.

In the event that a parent or guardian of a student attending the Charter School initiates due process proceedings, both the Charter School and the District will be named as respondents. Whenever possible, the District and the Charter School shall work together in an attempt to resolve the matter at an early stage (informal settlement or mediation).

During due process proceedings and any other legal proceedings or actions involving special education, the Charter School will be responsible for its own representation. If the Charter School retains legal representation for a due process proceeding or other legal proceeding or action, the Charter School will be responsible for the cost of such representation.

Because the Charter School will manage, and is fiscally responsible for, its students' special education instruction and services, the Charter School will be responsible for any prospective special education and related services, compensatory education and/or reimbursement awarded by a due process hearing officer, court or settlement based on an allegation or allegations that the Charter School failed to fulfill its responsibilities under state and federal special education laws and regulations (which include, among other things, identifying students with disabilities, assessing students, conducting IEP team meetings, developing appropriate IEPs, and implementing IEPs).

If parents' attorneys' fees and costs are to be paid because parents are the prevailing party as a result of a due process hearing or settlement agreement based on the Charter School's alleged failure to fulfill its responsibilities under state and federal special education laws and regulations, the Charter School will be responsible for payment of those attorneys' fees and costs.

## **Complaints**

The District will investigate and respond to all special education complaints the District receives pertaining to the Charter Schools including the District's Uniform Complaint Procedures, Office for Civil Rights and California Department of Education Special Education Compliance Complaints. The Charter School will cooperate with the District in any such investigations and provide the District with any and all documentation that is needed to respond to complaints. The Charter School will be solely responsible for any and all costs resulting from, arising out of, or associated with the investigation and implementation of appropriate remedies.

## **Special Education Local Plan Area (SELPA)**

The District is approved to operate as a single-district SELPA under the provisions of the California Education Code, Section 56195.1(a). Charter schools authorized by the District are deemed to be public schools within the District for purposes of special education. The District will determine the policies and procedures necessary to ensure that the protections of special education law extend to students in the charter schools in the same manner as students in all District schools.

## **Funding for Special Education**

The Charter School shall receive its allocated share of AB602 special education funds and shall be fiscally responsible for the provision of special education services and instruction to the students they serve. The allocated amount shall be calculated using a funding model based on student population (average daily attendance). The Charter School shall keep daily attendance for each student which shall be reported and certified according to District policies and procedures. The Charter School may request specific related services from the District. The District may provide requested services on a fee-for-service basis contingent on District's available resources.

The District will collect a fair share contribution from independent charter schools for district-wide costs for special education instruction and services. District-wide costs include but are not limited to: 1) maintaining a full continuum of program options; 2) professional development and training; 3) consultation and technical support for programs; 4) administration of due process proceedings, excluding any legal representation; 5) investigation of complaints; 5) assistance/participation at IEP team meetings and other opportunities from special education support units and 6) implementation of the Modified Consent Decree.

The fair share contribution collected for 2008-09 will not exceed 27%. The fair share contribution will be reviewed annually by the Budget Division, the Charter Schools Office, and the Division of Special Education and may be adjusted to reflect changes in expenditure patterns or in federal or State special education revenue streams. The calculation of the fair share contribution shall be based upon a rationale designed by the District's Budget Services Office with consideration of the District's encroachment and other factors.

## **District Responsibilities Relating to Charter School Special Education Program**

As long as charter schools operate as public schools within the District, the District shall provide information to the school regarding District special education decisions, policies, and procedures to the same extent as they are provided to other schools within the District.

To the extent that the District provides training opportunities and/or information regarding special education to other school site staff, such opportunities and/or information shall be made available to Charter School staff.

## **Modifications to Special Education Responsibilities and Funding**

The special education responsibilities of the Charter School and the District, and the special education funding model may be modified, supplemented or clarified through a mutually agreed upon Memorandum of Understanding ("MOU"). If such an MOU is executed its provisions shall be incorporated by reference into this Charter and shall, to the extent necessary to carry out the intent of the MOU, supersede the provisions on special education responsibilities and funding set forth above.

## Element 2 – Benchmarks to Assess Pupil Progress\*

### Benchmarks to be met

The achievement of the charter school will be measured in both growth and absolute measures and will be compared to the achievement of selected District schools that are similar in demographic and other characteristics. The criteria for selecting the comparison schools are:

#### 1. Comparison Schools

In gauging the success of the charter school during the renewal term, a group of comparison district schools will be selected that meet the following criteria. The District will identify the comparison schools and will inform the charter of the names of the schools and the specific data used to identify them.

The analysis of the school's academic performance will include a comparison of the academic achievement of the charter school's students to the academic achievement of two sets of comparison District schools:

- a. The residence schools the charter school students would have otherwise attended ("Resident Schools"); and
- b. District schools of similar demographic characteristics ("Demographically Similar Schools").

#### Comparison Resident Schools

Resident Schools" will be selected by using the charter school students' home addresses to identify the District schools they otherwise would have attended. The District schools most represented at the charter school will be chosen as comparison "resident schools."

Demographically Similar Schools will be selected by using a modified version of the formula utilized by the state for creating its similar schools list.

#### 2. Primary Growth Measures

Growth in student achievement is the primary measure that will be used to determine whether the school has been an academic success in its renewal period. The growth of the charter school will be measured annually against the growth of the comparison schools. At the time of renewal, if the charter school has met all of the following benchmarks either in the previous year or in two of the previous three years, the charter school will be considered an academic success:

- a. The charter school's "value added" for English Language Arts is greater than the median value added for the comparison schools (prepared annually by PERB.)
- b. The charter school's "value added" for Math is greater than the median value added for the comparison schools. (Prepared annually by PERB)
- c. The charter school's API growth is 1.25 times the median growth of the comparison schools.

- d. The charter school's API growth for all subgroups is 1.25 times the median growth of the comparison schools.
- e. The decrease in percentage points of students scoring Below Basic & Far Below Basic on the CST for ELA is 1.25 times the median decrease for the comparison schools.
- f. The decrease in percentage points of students scoring Below Basic & Far Below Basic on the CST for Math is 1.25 times the median decrease for the comparison schools.
- g. The increase in percentage points of students scoring Advanced & Proficient on the CST for ELA is 1.25 times the median increase for the comparison schools.
- h. The increase in percentage points of students scoring Advanced & Proficient on the CST for Math is 1.25 times the median increase for the comparison schools.
- i. The increase in percentage points of students scoring Early Advanced & Advanced on the CELDT is 1.25 times the median increase for the comparison schools.

2. Other Measures

If the charter school fails to meet the primary growth measures, the following measures will be considered to determine whether the school should, nevertheless, be considered an academic success:

- a. The charter school's API score at the time of renewal is greater than the median API score for the comparison schools.
- b. The percentage of charter school students scoring Advanced & Proficient in ELA on the CST is greater than the median percentage for comparison schools.
- c. The percentage of charter school students scoring Advanced & Proficient in Math on the CST is greater than the median percentage for comparison schools.
- d. The percentage of charter school students scoring Below Basic & Far Below Basic in ELA on the CST is below the median percentage for comparison schools.
- e. The percentage of charter school students scoring Below Basic & Far Below Basic in Math on the CST is below the median percentage for comparison schools.
- f. The percentage of charter school ELL students redesignated to English proficiency is greater than the median for comparison schools.
- g. The school has met its AYP goals and is not in Program Improvement

IV. Annual Self-Study

Applying the measures in II and III above, the charter school will submit to the LAUSD Charter Schools Division an annual progress report. The district will identify the comparison schools;

provide the names and specific data by which they were selected. LAUSD PERB will prepare annual report on “value added” benchmark. The Charter Schools Division will review the progress report and provide comments to the charter school within 60 days.

#### V. Board Discretion

At the time of renewal, the Charter Schools Division will present an analysis of its findings with respect to II and III above, with a recommendation for action. The determination of whether a charter will be renewed will be based upon the requirements of the Education Code and is within the purview of the Board determination.

### FOR CONVERSION SCHOOLS REPLACE ROMAN NUMERAL (I ) WITH THE FOLLOWING:

#### I. Comparison Schools

In gauging the success of the charter school during the renewal term, a group of comparison district schools will be selected that meet the following criteria:

1. The total student population is within 10% of the charter school enrollment;
2. Students eligible for free/reduced lunch are within 10% of the charter school enrollment;
3. The English Language Learner population is within 10% of the charter school enrollment; and
4. The student ethnic populations are within 10% of the charter school enrollment.

### **Element 3 – Means to Assess Pupil Progress**

#### **Testing**

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. Please send the CDs to:

Planning, Assessment and Research  
School Information Branch  
Beaudry Building, 21st Floor  
Attn: Grace Pang Bovy

### **Element 4 – Governance**

[Charter school] will comply with the Brown Act.\*

Members of the [Charter School’s] executive board, any administrators, managers or employees, and any other committees of the School shall comply with federal and state laws, nonprofit integrity standards and LAUSD’s Charter School policies and regulations regarding ethics and conflicts of interest.\*



[Charter school] and/or its non-profit corporation will be solely responsible for the debts and obligations of the charter school.\*

### **Grievance Procedure for Parents and Students**

Charter School will 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 will notify all its students and employees of the name, office address, and telephone number of the designated employee or employees.

Charter School will adopt and publish grievance 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 will implement specific and continuing steps to notify 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 the recipient, that it does not discriminate on the basis of sex or mental or physical disability in the educational program or activity which it operates, and that it is required by Title IX and Section 504 not to discriminate in such a manner.

### **LAUSD Charter Policy\***

“The \_\_\_\_\_ Charter School will comply with the District policy related to charter schools, as it may be change from time to time.

### **Responding to Inquiries**

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

### **Notifications**

Notification is to be made to the Charter Schools Division of any notices of workplace hazards, investigations by outside regulatory agencies, lawsuits, or other formal complaints, within one week of receipt of such notices by [Charter School].

### **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, monitor 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 school financial information,
- The school’s debt structure,
- Governance policies, procedures and history,
- The recording and reporting of attendance data,
- The 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 to 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.

In addition, if an allegation of waste, fraud or abuse related to the Charter School operations is received by the District, the Charter School shall be expected to cooperate with any investigation undertaken by the Office of the Inspector General, Investigations Unit.

**Element 6 – Health and Safety\***

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. Ed. Code §47605 9b)(5)(F)

**Insurance Requirements**

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

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

The following insurance policies are required:

1. Commercial General Liability coverage of \$5,000,000 per Occurrence and in the Aggregate. The policy shall be endorsed to name the Los Angeles Unified School District and the Board of Education of the City of Los Angeles as *named* additional insured 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 the charter school's insurance primary despite any conflicting provisions in the charter school's policy. Coverage shall be maintained with no Self-Insured Retention above \$15,000 without the prior written approval of the Office of Risk Management for the LAUSD.
2. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect the 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 coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the charter school does not operate a student bus service. If the charter school provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
4. Fidelity Bond coverage shall be maintained by the 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 including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or by separate policy, with minimum limits of \$3,000,000 per occurrence.
6. 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 insured 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 the charter school's insurance primary despite any conflicting provisions in the charter school's policy.*

### **Evidence of Insurance**

The Charter School shall furnish to the District's Office of Risk Management and Insurance Services located at 333 S. Beaudry Ave, 28<sup>th</sup> 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 Office of Risk Management and Insurance Services. However, the District reserves the right to require certified copies of any required insurance policies.

Should the 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 the Charter School.

Additionally, the charter will at all times maintain a funds balance (reserve) of its expenditures as required by section 15543, Title 5 of the California Code of Regulations. Currently, the required reserve is 5% of total operational expenditures.

### **Hold Harmless/Indemnification Provision**

A charter petition must include the following indemnification provision:

To the fullest extent permitted by law, the 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 attorney’s fees, brought by any person or entity whatsoever, arising out of, or relating to this charter agreement. The 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 attorney’s 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 the charter school, and their officers, directors, employees or volunteers. Moreover, the Charter School agrees to indemnify and hold harmless the District for any contractual liability resulting from third party contracts with its vendors, contractors, partners or sponsors.

### **Asbestos Management:**

The charter school 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.

## **Element 7 – Means to Achieve Racial & Ethnic Balance**

### **Public School Choice Traveling Students**

The District and [charter school] are committed to providing all students with quality educational alternatives in compliance with all federal and state laws, including students who are enrolled in schools

of the District identified by the California Department of Education as in need of Program Improvement. Public School Choice (“PSC”) placement with charter schools is an alternative strongly encouraged by the No Child Left Behind Act of 2001 (“NCLB”). The [charter school] agrees to discuss with the District the possibility of accepting for enrollment District students participating in the District’s PSC program. The parties agree to separately memorialize any agreed-to number of PSC placements of District students at the school.

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

[Charter school] will ensure that all of its PSC students are treated in the same manner as other students attending the school. PSC students are and will be eligible for all applicable instructional and extra-curricular activities at the school. [Charter school] will make reasonable efforts to invite and encourage the participation of the parents of PSC students in the activities and meetings at the school.

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

### **Federal Compliance\***

To the extent that [charter school] is a recipient of federal funds, including federal Title I, Part A funds, [charter school] has agreed to meet all of the programmatic, fiscal and other regulatory requirements of the No Child Left Behind Act and other applicable federal grant programs. [charter school] agrees that it will keep and make available to the District any documentation necessary to demonstrate compliance with the requirements of the No Child Left Behind Act and other applicable federal programs, including, but not limited to, documentation related to 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 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.

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

### **Court-ordered Integration\***

The Charter School is subject to the requirements of the Crawford Court Order. The school will provide a written plan to achieve and maintain the District's ethnic balance goal which is within a 70:30 or 30:70 ratio.

## **Element 9 – Annual Financial Audits**

### **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 allow under the law as it may change from time to time.

## **Element 10 – Suspensions and Expulsions**

Pupils who are expelled from the charter school shall be given a rehabilitation plan upon expulsion as developed by the 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. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to the charter school for readmission.

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the charter school's governing board and the pupil and guardian or representative, to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The pupil's readmission is also contingent upon the capacity of the charter school at the time the pupil seeks readmission.

### **Special Education Discipline Language for Charter Petitions**

In the case of a special education student, or a student who receives 504 accommodations, the charter will ensure that it makes the necessary adjustments to comply with the mandates of State and federal laws, including the IDEA and Section 504 of the Rehabilitation Plan of 1973, regarding the discipline of students with disabilities. Prior to recommending expulsion for a Section 504 student or special education student, the charter administrator will convene a review committee to determine whether the student's misconduct was a manifestation of his or her disability; whether the student was appropriately placed and receiving the appropriate services at the time of the misconduct; and/or whether behavior intervention strategies were in effect and consistent with the student's IEP or 504 Plan. If it is determined that the student's misconduct was not a manifestation of his or her disability, that the student was appropriately placed and was receiving appropriate services at the time of the misconduct, and that the behavior intervention strategies were in effect and consistent with the students IEP, the student may be expelled.

## **Element 12 – Attendance Alternatives**

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

The address of the Charter school is \_\_\_\_\_.  
The phone number of the Charter school is \_\_\_\_\_.  
The contact person for the Charter school is \_\_\_\_\_.  
The number of rooms at the charter school is \_\_\_\_\_.  
The grade configuration is \_\_\_\_\_.  
The numbers of students in the first year will be \_\_\_\_\_.  
The grade level(s) of the students the first year will be \_\_\_\_\_.  
The opening date of the charter school is \_\_\_\_\_.  
The admission requirements include:  
The operational capacity will be \_\_\_\_\_.  
The instructional calendar will be:  
The bell schedule for the charter school will be:

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

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

### **Element 13 – Rights of District Employees**

Former District employees must consult with the District to determine their eligibility for leave. Certificated leave from the District may be up to one year. Classified leave from the District may be for one year, which may be extended for up to the term of the original petition.

All provisions pertaining to leave and return rights for district union employees will be granted to certificated and classified employees in accordance with current collective bargaining agreements.

### **Element 14 – Dispute Resolution**

The staff and governing board members of [Charter School] agree to attempt to resolve all disputes regarding this charter pursuant to the terms of this section. Both will refrain from public commentary regarding any disputes until the matter has progressed through the dispute resolution process.

Any controversy or claim arising out of or relating to the charter agreement between the District and [Charter School], except any controversy or claim that in any way related to revocation of this charter, shall be handled first through an informal process in accordance with the procedures set forth below.

(1) Any controversy or claim arising out of or relating to the charter agreement, except any controversy or claim that in any way related to revocation of this charter, must be put in writing (“Written Notification”). The Written Notification must identify the nature of the dispute and any supporting facts. The Written Notification may be tendered 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 PM 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 notices shall be addressed as follows:

To Charter School: [Charter School]  
c/o School Director

To Director of Charter Schools: Director of Charter Schools  
Los Angeles Unified School District  
333 South Beaudry Avenue, 20<sup>th</sup> 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 claim or controversy (“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 controversy, claim, or dispute cannot be resolved by mutual agreement at the Issue Conference, then either party may request that the matter be resolved by mediation. Each party shall bear its own 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 the Issue Conference. The parties shall mutually agree upon the selection of a mediator to resolve the controversy or claim at dispute. The mediator may be selected from the approved list of mediators prepared by the American Arbitration Association. Mediation proceedings must be administered in accordance with the mediation rules or guidelines of the American Arbitration.

(4) If the mediation is not successful, then the parties agree to settle the controversy, claim or dispute by arbitration conducted by a single arbitrator in accordance with the guidelines of the American Arbitration Association. The arbitrator must be an active member of the California State Bar or a retired judge of the state or federal judiciary of California. Each party shall bear its own 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. Each party shall bear their own costs and expenses.

(5) However, any party who fails or refuses to submit to arbitration shall bear all costs and expenses incurred by such other party in compelling arbitration of any controversy, claim, or dispute.

## **Element 16 – Charter School Closure\***

### **Revocation**

The District may revoke the charter of [charter school] if [charter school] commits a breach of any terms of its charter. Further, the District may revoke the charter if [charter school] commits a breach of any provision set forth in a policy related to charter schools adopted by the District



Board of Education and/or any provisions set forth in the Charter School Act of 1992. Furthermore, the District may revoke the charter of the [charter school] on any of the following grounds:

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

Prior to revocation, and in accordance with Cal. Educ. Code section 47607(d), the District will notify the [charter school] in writing of the specific violation, and give the [charter school] a reasonable opportunity to cure the violation, unless the District determines, in writing, that the violation constitutes a severe and imminent threat to the health or safety of the pupils. Notwithstanding the immediately preceding language, revocation proceedings are not subject to the dispute resolution clause set forth in this charter.

### **Charter Renewal**

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.

### **Closure Procedures**

The following are closing procedures that abide by Cal. Educ. Code §47605(b)(5)(P), should the school close for any reason. The decision to close [Charter School] either by the [Charter School] governing Board or by the LAUSD Board, will be documented in a Closure Action. The Closure Action shall be deemed to have been automatically made when any of the following occur: the charter is revoked or non renewed by the LAUSD Board of Education; the charter school board votes to close the school; or the charter lapses. In the event of such a Closure Action, the following steps are to be implemented:

1. Written notification to parents/guardians/caregivers of the enrolled students of the [Charter School] will be issued by [Charter School] within 72 hours after the determination of a Closure Action. A sample copy of the language used in the written notification is also to be made to LAUSD within the same time frame.
  - a. The written notification will also include information on assistance in transferring each student to another appropriate school, and a process for the transfer of all student records.
  - b. The process for transferring student records to the receiving schools shall be in accordance with LAUSD procedures for students moving from one school to another.

- c. Parents will also be provided with student information that includes closure notice, grade reports, discipline records, immunization records, completed coursework and credits that meet graduation requirements.
2. Written notification to LAUSD of the list of returning students and their home schools, to be made within 72 hours of the determination of the Closure Action.
3. Transfer of student records to the receiving schools, within seven calendar days from the determination of an Action to Close.
4. Written notification to the California Department of Education and the Los Angeles County Office of Education of the Closure Action shall be made by the [Charter School] by registered mail within 72 hours of the decision to Closure Action.
5. The [Charter School] shall allow LAUSD access, inspection and copying of all school records, including financial and attendance records, upon written request by LAUSD.
6. A financial closeout audit of the school will be paid for by the [Charter School] to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets. The final independent audit shall be completed within six months after the closure of the school. This audit will be conducted by a neutral, independent licensed CPA who will employ generally accepted accounting principles. Any liability or debt incurred by [Charter School] will be the responsibility of the [Charter School] and not LAUSD. [Charter School] understands and acknowledges that [Charter School] will cover the outstanding debts or liabilities of [Charter School]. Any unused monies at the time of the audit will be returned to the appropriate funding source. [Charter School] understands and acknowledges that only unrestricted funds will be used to pay creditors. Any unused AB 602 funds will be returned to the District SELPA, and other categorical funds will be returned to the source of funds.
7. For six calendar months from the Closure Action or until budget allows, whichever comes first, sufficient staff as deemed appropriate by the [Charter School] Board, will maintain employment to take care of all necessary tasks and procedures required for a smooth closing of the school and student transfers.
8. The [Charter School] 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.
9. In addition to a final audit, [Charter School] will also submit any required year-end financial reports to the California Department of Education and LAUSD, in the form and time frame required.
10. If the charter school is a nonprofit corporation, the corporation does not have any other functions than operation of the charter school, the corporation will be dissolved according to its bylaws.
  - a. The corporation's bylaws will address how assets are to be distributed at the closure of the corporation.
  - b. A copy of the corporations bylaws containing the information on how assets are to be

distributed at the closure of the corporation, are to be provided to LAUSD prior to approval of this Petition.

This Element 16 shall survive the revocation, expiration, termination, cancellation of this charter or any other act or event that would end [charter school's] right to operate as a charter school or cause [charter school] to cease operation. [Charter school] and District agree that, due to the nature of the property and activities that are the subject of this petition, 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.

### **Facilities**

If [charter school] fails to submit a certificate of occupancy to the District not less than 45 days before the school is scheduled to open, it may not open unless an exception is made by the Charter Schools Division. 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 at least 45 days before school is scheduled to open in the facility or facilities. [Charter school] shall not open in any location for which it has failed to timely provide a certificate of occupancy to the District, unless an exception is made by the Charter Schools Division. 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 (Element 14).

José J. Cole-Gutiérrez  
Executive Director  
Charter Schools Division