



# **COMMUNITY HARVEST CHARTER SCHOOL**

**CHARTER RENEWAL PETITION**

**SUBMITTED TO THE LOS ANGELES UNIFIED SCHOOL DISTRICT**

**FEBRUARY 9, 2012**

# TABLE OF CONTENTS

Introduction.....	6
Our Journey and History.....	6
<b>Element 1: Educational Program.....</b>	<b>8</b>
Vision and Mission .....	8
Whom the School Educates – Target Student Population.....	8
What is an Educated Person in the 21st century? .....	9
How Learning Best Occurs.....	10
A Typical School Day .....	10
School Instructional Calendar.....	11
Curriculum.....	13
Community Service .....	15
Technology .....	15
Professional Development.....	15
Students with Special Needs .....	16
Serving Academically Low-Achieving Students.....	16
Serving Academically High-Achieving Students .....	16
Serving English Learners.....	16
Method of Communicating Educational Program to Parents/Guardians .....	21
Teacher Recruitment.....	21
<b>Element 2: Measurable Student Outcomes .....</b>	<b>24</b>
<b>Element 3: Methods by Which Student Outcomes will be Measured.....</b>	<b>28</b>
<b>Element 4: Governance .....</b>	<b>31</b>
Public Laws/Operating Principles .....	31
Non-Profit Status .....	31
Board of Directors .....	31
Leadership Council .....	32
Organizational Chart .....	33
Parental Involvement .....	34
<b>Element 5: Employee Qualifications .....</b>	<b>36</b>
Co-Directors.....	36
Core, College Prep Teachers .....	38
Administrative Services Coordinator .....	40
Counselor.....	41
<b>Element 6: Health and Safety Procedures .....</b>	<b>43</b>
Policies .....	43
Procedures-Safe School Plan .....	44
<b>Element 7: Racial, Ethnic, and Gender Balance of Students.....</b>	<b>50</b>

**Element 8: Admission Requirements ..... 53**

**Element 9: Financial Audits..... 55**

**Element 10: Student Expulsions ..... 58**  
**B. Enumerated Offenses ..... 59**

**Element 11: Retirement Programs..... 71**  
**Retirement..... 71**

**Element 12: Attendance Alternatives ..... 72**

**Element 13: Employee Rights ..... 73**

**Element 14: Dispute Resolution..... 74**

**Element 15: Employer Status and Collective Bargaining ..... 76**

**Element 16: Procedures to be used if the Charter School Closes..... 77**

**Other Operational Issues ..... 85**

## **AFFIRMATIONS/ASSURANCES**

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Community Harvest Charter School (“CHCS” or the “Charter School”) will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

- The Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Sections 60605 and 60851, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(c)(1)]
- The Charter School shall be deemed the exclusive public school employer of the employees of Community Harvest Charter School for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(b)(5)(O)]
- The Charter School shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall not charge tuition. [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall admit all students who wish to attend the Charter School.
- Determine admission by a public random drawing, if the number of pupils who wish to attend the Charter School exceeds the Charter School’s capacity, and preference shall be extended to pupils who currently attend the Charter School and pupils who reside in the District. [Ref. Education Code Section 47605(d)(2)(A)-(B)]
- The Charter School shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived 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 or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(d)(1)]
- The 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 in Education Improvement Act of 2004.
- The Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]
- The Charter School shall ensure that teachers in the Charter School hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold. As allowed by statute, flexibility will be given to noncore, non-college preparatory teachers. [Ref. California Education Code Section 47605(l)]
- The Charter School shall at all times maintain all necessary and appropriate insurance coverage.
- The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).

- 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. [Ref. California Education Code Section 47605(d)(3)]
- The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. California Education Code Section 47612.5(a)]
- The Charter School shall, on a regular basis, consult with its parents and teachers regarding the Charter School's education programs. [Ref. California Education Code Section 47605(c)]
- The Charter School shall comply with any jurisdictional limitations to locations of its facilities. [Ref. California Education Code Section 47605-47605.1]
- The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. California Education Code Section 47612(b), 47610]
- The Charter School shall not enroll pupils over nineteen (19) years of age unless continuously enrolled in public school (until the age of 22 years) and making satisfactory progress toward high school diploma requirements.
- The Charter School shall not require any child to attend the Charter School nor any employee to work at the Charter School.
- The Charter School shall comply with all applicable portions of the No Child Left Behind Act.
- The Charter School shall comply with the Public Records Act.
- The Charter School shall comply with the Family Educational Rights and Privacy Act.
- The Charter School shall comply with the Ralph M. Brown Act.
- The Charter School shall meet or exceed the legally required minimum of school days.[Ref. Title 5 California Code of Regulations Section 11960]

## INTRODUCTION

### **Term of Charter**

The Petitioners request a charter renewal term of five years as provided in Education Code Section 47607.

### **Date of Opening and Students to Be Served**

On approval of the original petition, the Petitioners opened Community Harvest Charter School for instruction in the fall of 2002, with authorization to offer instruction for grades 6-12.

### **Facilities**

Community Harvest Charter School is currently located at 5300 Sepulveda Boulevard, Sherman Oaks, California 91411.

### **Our Journey and History**

In 2002 Community Harvest Charter School (Community Harvest) opened its doors to 160 children with the intent of fostering a learning environment that would guide and support students in their academic and social development. Our initial campus was located in south Los Angeles on Adams Boulevard, a historical and culturally substantive section of the city. Driven by the guiding principles of purposeful learning, compassionate practices and self-expression, Community Harvest established sound academic practices, invited parents to participate in the education of their children, and successfully partnered with local area businesses, agencies and educational institutions that shared our vision. With a student body comprised mostly of African American and Latino students from socio-economically disadvantaged backgrounds, 'sustaining a culture of access and opportunity' was a philosophy that resonated with stakeholders in our classrooms, on the school's grounds and in the main office. So it was an inspiring experience to witness our first class of senior scholars graduate and gain acceptance to colleges and universities across the country in the spring of 2006. Ten years after launching our school program, Community Harvest's Board, leadership team, teachers, parents and students have remained resolute in our commitment to our original vision. Along the way, we have experienced a 75%+ increase in student enrollment, maintained a 92%+ graduation rate, facilitated a 92%+ college-going rate, while humbly accepting the honor of being named one of America's top schools in a 2008 report by US News and World Report.

Like most schools, Community Harvest has not been immune to its share of challenges. One such experience occurred in June of 2008 when the school's initial lease agreement expired. During this same period the Adams Boulevard property was sold to new owners who chose not to extend a new lease. Given this scenario, Community Harvest's leadership team was faced with the dire task of relocating the school program. Already engaged in an exhaustive search for possible sites within the greater Los Angeles area, a suitable site could be not found. However, in expanding its search effort, the administrative team, with the approval of the school's Board, was successful in identifying and securing our present location in the Sherman Oaks area.

Although the relocation to our current site has been met with a measure of anxiety by a select few, transitioning the school program to the San Fernando Valley has provided Community Harvest an opportunity to maintain its commitment to serving the greater Los Angeles area (by transporting students from south Los Angeles) while expanding the school's geographical reach to other area communities of high need. Along this arduous but rewarding journey, our students have achieved numerous academic, social and athletic accomplishments. Community Harvest students have actively participated in the National Forum on Medicine at UCLA, successfully competed in the 2011 International Bridge Building Contest in Chicago, dutifully volunteered at the Natural History Museum of Los Angeles and joyfully won regional championships in Boys baseball, Boys football and Girls volleyball.

As a 10-year provider of educational services to communities throughout the Los Angeles area we have made many strides. Although we meet the minimum legal criteria for renewal, there is still much to accomplish. Over the past few years our API scores have decreased to 635. Our math scores initially placed Community Harvest in Program Improvement. Our ELA scores then leveled which led to the school's present PI 3 status. Understanding the need to correct this trend, we have responded by restructuring our school wide intervention program. A key to this safety-net strategy has been the procurement of Data Director, our data management system. Benchmark assessments are being used in mathematics and English language arts to identify and place targeted students, support instructional decisions, monitor growth and effectively transition students to the appropriate instructional setting. Intervention services are being coordinated via multiple models as follows:

<p><b>Student Academic Achievement (SAA)</b></p> <p><b>Time:</b> During School Day  <b>Pacing:</b> 5 Days Wk  <b>Teaching:</b> Direct Instruction  <b>Benchmark Assessments:</b> Yes  <b>Focus:</b> Reading, Math, Test-preparation  <b>Student Placement:</b> Teacher, Parent &amp; Counselor Referral. Use of Multiple Methods including CST data, Teacher-generated, Class Observation, etc.</p>	<p><b>Tutorial</b></p> <p><b>Time:</b> Before/Afterschool  <b>Pacing:</b> 5 Days Wk  <b>Teaching:</b> Direct Instruction  <b>Benchmark Assessments:</b> Yes  <b>Focus:</b> Reading, Math, Homework, Special Projects  <b>Student Placement:</b> Teacher, Parent &amp; Counselor Referral. Use of Multiple Methods including CST data, Teacher-generated, Class Observation, etc.</p>	<p><b>Online/Web-based</b></p> <p><b>Time:</b> Before/Afterschool /Home  <b>Pacing:</b> 3 Days Wk  <b>Teaching:</b> Online Tutorial, Self-study  <b>Benchmark Assessments:</b> Yes  <b>Focus:</b> Reading, Math,  <b>Student Placement:</b> Teacher, Parent &amp; Counselor Referral. Use of Multiple Methods including CST data, Teacher-generated, Class Observation, etc.</p>
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Using these resources and services, we are rethinking how we access, analyze and interpret data to drive/differentiate instruction and increase student achievement in order to attain Community Harvest's short-term goal of exiting Program Improvement.

Sustaining a culture of access and opportunity is a philosophy that continues to resonate with stakeholders in our classrooms, on the school's grounds, in the main office and beyond. Since witnessing our first class graduate, many more of our students have followed in their footsteps. Some have transitioned to graduate school, while others have launched productive careers in various industries. Others have attained a level of maturity and independence that has allowed them to follow their dreams and experience life in various parts of the country and on other continents. However, welcoming the alums that often return as volunteer mentors to our current students has been a most gratifying experience.

As the state fiscal crisis continues to affect the manner in which schools operate and service students, the willingness to adapt and ability to implement flexible leadership remains in the forefront of our consciousness. The ability to make critical decisions for the good of our students/parents and the long-term sustainability of our program (whether popular or not) is a responsibility that the school's leadership fully accepts and honors. We have made many strides toward this goal and believe that the student-centric qualities demonstrated by our school program merits renewal of our charter.

We thank you for your consideration.

## ELEMENT 1: EDUCATIONAL PROGRAM

Governing Law: 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 21<sup>st</sup> 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. Education Code Section 47605(b)(5)(A)(I ).

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

The address of the Charter School is 5300 Sepulveda Blvd. Sherman Oaks, Ca. 91411.  
The phone number of the Charter School is 818.528.1470.  
The contact person for the Charter School is Vivianna Trujillo, Co-Director.

The term of this charter shall be from July 1, 2012 to June 30, 2017.

The grade configuration is 6-12.  
The number of students in the first year will be 320.

The grade level(s) of the students the first year will be 6-12.  
The scheduled opening date of the Charter School is September 5, 2012.  
The admission requirements include: residence in California.

The operational capacity will be: 360.  
The instructional calendar will be: traditional school calendar.  
The bell schedule for the Charter School will be: *Please see bell schedules on page 11.*

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

### **Vision and Mission**

Community Harvest Charter School’s (CHCS) mission is to support the academic and social advancement of our students by sustaining a unique, challenging learning environment that promotes critical thinking, creativity and integrity. Our goal of developing students who are self-motivated, self-disciplined and socially responsible is embraced by all stakeholders.

### **Whom the School Educates – Target Student Population**

Community Harvest Charter School currently serves students in grades 6-12, attracting families of diverse racial, social and economic backgrounds. The majority of our students are African American and Latino with 80% of students being eligible for the federal Free or Reduced Meals Program. 45% of the student body speaks a language other than English in the home, and 11% are classified as English Language Learners.

Although the schools outreach efforts attract families primarily from the Greater Los Angeles and San Fernando Valley areas, openings are available to any student within the State of California

**\*Demographics/Academic Achievement of Surrounding Schools**

School Name	Program Improvement?	Met Schoolwide Growth Target?	Met all Subgroup Growth Targets?	API Score	API State Ranking	Similar Schools Rank
Crenshaw Senior High	5	No	No	555	1	3
George Washington Preparatory High	5	No	No	552	1	2
Manual Arts Senior High	5	Yes	No	575	1	2
West Adams Preparatory High	3	Yes	Yes	634	1	2
John Adams Middle	5	Yes	No	710	2	7
John Muir Middle	5	Yes	Yes	613	1	1
Santee Education Complex	5	Yes	No	565	1	1
William Jefferson Clinton Middle	4	Yes	Yes	614	1	1
Birmingham Community Charter High	3	Yes	No	695	2	4
Crenshaw Arts-Technology Charter High	No	No	No	681	4	9
Frederick Douglass Academy Middle	No	No	No	692	3	9
Thurgood Marshall Charter Middle	No	No	No	688	3	4

*\*Please see the complete report in the Appendices.*

**What is an Educated Person in the 21st century?**

Today’s youth are growing up in a world that is more technologically advanced than any other time in history. Through the Internet and television, our children quickly and easily learn about world events, its inhabitants and its issues. The Internet literally brings a world of information right to our fingertips. The world our children will know as adults will undoubtedly be very different than the world we know today.

In spite of the many changes in our world, numerous characteristics of a well-educated person remain. A vital part of being a well-educated person is mastery of fundamental skills, concepts; knowledge in history, math, science, reading, writing, art, and music and an appreciation for what those who have come before us have learned. For such knowledge to be useful, it must be supported by the ability to think critically, the ability to use reasoning and coherent argument supported by evidence. The educated person can evaluate, organize and use information from various sources and disciplines of thought. He is able to make logical and flexible connections with the newly acquired information. He is able to reflect on experiences, revise his understanding and solve new problems. The educated person is competent using a variety of technology tools for analysis, communication, and presentation. These tools coupled with knowledge of history, provide the ability to process and evaluate the changes encountered.

As a contributing citizen of the 21st century, an educated person is self-motivated and competent. Through years of working with teachers and other adults, he has learned how to assess his abilities and how to learn. The educated person has an appreciation for knowledge and views lifelong learning as an activity that is essential to keep pace with the constantly changing world.

## **How Learning Best Occurs**

The research literature that was synthesized by the National Research Council report *How People Learn: Brain, Mind, Experience and School* (2000) defined three established principles on how learning best occurs that are key for teachers to understand and incorporate in their teaching. Learning best occurs when:

- 1) Students initial understandings or preconceptions about how the world works are engaged and addressed with new concepts and information.
- 2) Students are given the opportunity to:
  - a) develop a deep foundation of factual knowledge,
  - b) understand facts and ideas in the context of a conceptual framework, and
  - c) organize knowledge in ways that facilitate retrieval and application.
- 3) Students learn to take control of their own learning by defining learning goals and monitoring their progress in achieving them.

The implication drawn from this research is that learning best occurs when instruction is:

- 1) Learner-centered by beginning instruction with close attention to the students' preconceptions, skills, ideas, knowledge, and attitudes because these provide the foundation on which new learning builds.
- 2) Knowledge-centered where there is a clear focus on what is taught, why it is taught, how the knowledge is organized to support expertise and what competence or mastery looks like.
- 3) Assessment-centered with frequent opportunities to make students' thinking and learning visible as a guide for both the teacher and the student in learning and instruction.
- 4) Community-centered with an environment that promotes a core culture of inquiry, respect and risk-taking.

## **A Typical School Day**

On a "typical" day at Community Harvest Charter School visitors will experience a welcome sense of optimism knowing that our staff is actively engaged in preparing our students for post-secondary academic and career success. Upon entering our campus, you will notice that our facility is clean, safe and conducive to learning. You will also notice that our students and staff are respectful and courteous. When visiting classrooms you will see that our students' curiosity and enthusiasm for learning is encouraged. You will see students who are actively engaged, motivated and working collaboratively during instruction.

Teachers have adequate/appropriate instructional materials and resources that support both standards-based and informal learning opportunities for all students. Teachers are able to differentiate instruction in order to meet the needs of various learners such as English Language Learners, Special Needs students and at-risk learners. Formative assessments help monitor the progress toward the standards and provide students with specific feedback (i.e. self and peer assessment, questioning strategies, student record keeping, etc). Summative assessments such as state assessments, end-of-unit tests and semester exams are used to evaluate the achievement of standards.

## School Instructional Calendar

	Start	End	Holidays	Pupil free days/Staff development	Breaks
2012-2013	September 5	June 20	<b>Labor Day (9/3)</b> <b>Veterans Day (11/12)</b> <b>Thanksgiving (11/21-23)</b> <b>Martin Luther King Jr. Day, 1/21</b> <b>Presidents Day (2/18)</b> <b>Memorial Day (5/27)</b>	<b>August 27-31</b> <b>September 4</b>	<b>Dec 17-Jan 4</b> <b>March-25 - 29</b>

### Attendance Requirements

Instructional Minutes: The instructional schedule will meet the minimum instructional minutes set forth in Education Code 47612.5. For middle and high school, this is 66,250 minutes with regular-length days of 375 minutes. The school year will include 178 days of instruction.

### Basic Learning Environment

The basic learning environment for Community Harvest is primarily site-based matriculation. We also offer limited independent study opportunities based on student need. Students may also take additional course work at the local community colleges and/or adult schools based on counselor recommendation and parent request. In implementing its limited independent study program, CHCS will comply with all applicable independent study laws including but not limited to California Education Code Sections 51745, et seq.; 47612.5; 47634.2; and Title 5, California Code of Regulations, Sections 11700-11705, and 19850-19854. These laws require, among other things, that CHCS will operate pursuant to an adopted independent study Board policy and each student will have a master agreement as required by law. CHCS shall ensure that independent study instructional time shall stay under 20 percent of total instructional time for purposes of calculating average daily attendance and shall therefore not be required to file for a funding determination in accordance with Education Code Section 47612.5.

## Community Harvest Charter School's 2012-2013 Bell Schedule

### Block Schedule: Tuesdays - Fridays

**Alternating Periods** Tues/Thurs (1,3,5)  
Wed/Fri (2, 4, 6)

#### Middle School

Periods	Time	Instr. Minutes
Homeroom	8:30 - 8:55	25
1&2	9:00 - 10:35	95
Nutrition	10:35 - 10:55	
3&4	11:00 - 12:35	95
Lunch A	12:35 - 1:05	
SAA (Intervention)	1:10 - 1:55	45
5 & 6	2:00 - 3:35	95
Dismissal	3:35	
Passing Periods		4 X 5= 20
<b>Total Minutes</b>		<b>375</b>

#### High School

Periods	Time	Instr. Minutes
Homeroom	8:30 - 8:55	25
1&2	9:00 - 10:35	95
Nutrition	10:35 - 10:55	
3&4	11:00 - 12:35	95
SAA (Intervention)	12:40 - 1:25	45
Lunch B	1:25 - 1:55	
5 & 6	2:00 - 3:35	95
Dismissal	3:35	
Passing Periods		4 X 5= 20
<b>Total Minutes</b>		<b>375</b>

### Block Schedule: Mondays

#### Middle School

Periods	Time	Instr. Minutes
Homeroom	8:30 - 8:45	15
1	8:50 - 9:35	45
2	9:40 - 10:25	45
Nutrition	10:25 - 10:45	
3	10:50 - 11:35	45
4	11:40 - 12:25	45
Lunch A	12:25 - 12:55	
Community Building	1:00 - 1:55	55
5	2:00 - 2:45	45
6	2:50 - 3:35	45
Dismissal	3:35	
Passing Periods		7X5 =35
<b>Total Minutes</b>		<b>375</b>

#### High School

Periods	Time	Instr. Minutes
Homeroom	8:30 - 8:45	15
1	8:50 - 9:35	45
2	9:40 - 10:25	45
Nutrition	10:25 - 10:45	
3	10:50 - 11:35	45
4	11:40 - 12:25	45
Community Building	12:30 - 1:25	55
Lunch B	1:25 - 1:55	
5	2:00 - 2:45	45
6	2:50 - 3:35	45
Dismissal	3:35	
Passing Periods		7X5 =35
<b>Total Minutes</b>		<b>375</b>

## Curriculum

Community Harvest Charter School's curriculum addresses the developmental needs of a diverse population. While aligning our curricular focus with the Common Core Standards, Community Harvest will continue to focus on the education of the whole child through a core curriculum of English language arts, mathematics, science, and history-social science including a complementary curriculum of performing arts, physical education, technology and life skills education. The comprehensive curriculum includes daily opportunities for children to practice and improve reading, writing, listening and speaking skills.

All students at all grade levels are engaged in challenging, hands-on math activities which involve thinking mathematically and using tools, techniques, and strategies to solve real world problems. Math activities are integrated throughout the curriculum. Many math activities are multi-leveled and provide students with a variety of skill levels and opportunities for meaningful work. Both skill and problem solving assessments based on state standards are used throughout the year to help teachers continue to plan and implement appropriate and challenging math activities. Parents often lead concept or needs-based math learning centers.

The science program at Community Harvest uses hands-on science curriculum that integrates essential learning in the areas of earth, physical, and life sciences throughout the curriculum. Depth over breadth is emphasized in a curriculum that includes ample opportunities for practice with lab experiences, the scientific method and problem-solving.

The social studies curriculum ties in closely with other curricular areas such as language arts and science. Cooperative learning techniques, used throughout the curricular areas, teach students to work collaboratively with others and allow them to develop their social and communication skills. Students learn to share their knowledge and skills, and respect the ideas and skills of others. Students at every grade level participate in service learning projects, which are integrated into the curriculum.

In addition to the above core curriculum, students participate in activity-based physical education, health, Spanish and visual and performing arts. Project-based learning provides practice in reasoning, decision-making and problem solving. Students learn to identify and use available resources and to articulate their thoughts to others. Students also learn study skills such as note taking and library research practices. Technology is used as a tool for teaching and learning. Students access computers in the classroom and lab for research and analysis, communication, skill building and self-expression.

## **Middle School Course List**

### **6<sup>th</sup> Grade**

English 6/Honors English 6

Math 6/Honors Math 6

World History and Geography: Ancient Civilizations

Earth Science

Intro Physical Education

Elective

### **7<sup>th</sup> Grade**

English 7/Honors English 7

Math 7 or Pre-Algebra

World History and Geography: Medieval and Early Modern Times

Life Science

Intermediate Physical Education

Elective

## **8<sup>th</sup> Grade**

English 8/Honors English 8  
Algebra 1 or Algebra Readiness  
United States History & Geography: Growth and Conflict  
Physical Science  
Intermediate Physical Education  
Elective

## **High School Course List (By Subject)**

### *English:*

English 9/Honors English 9  
English 10/Honors English 10  
American Literature and Composition/Honors American Literature and Composition  
Advanced Placement English Literature  
Modern Literature  
Expository Composition

### *Math:*

Algebra 1  
Geometry  
Algebra 2  
Trigonometry/Math Analysis  
Advanced Placement Calculus

### *Science:*

Inter-coordinated Science  
Biology  
Chemistry  
Physics  
Physiology

### *History-Social Science*

World History & Geography: Modern World/Honors World History & Geography: Modern World  
United States History: Continuity and Change in the 20<sup>th</sup> Century  
Advanced Placement United States History  
Principles of American Democracy  
Economics

### *Foreign Language*

Spanish 1  
Spanish 2  
Spanish 3  
Spanish 4

### *Physical Education/Health*

Advanced Physical Education 1  
Advanced Physical Education 2  
Health

### *Visual and Performing Arts Electives*

Drama  
Play Production  
Beginning Dance/Choreography/Production  
Intermediate Dance/Choreography/Production  
Photography  
Digital Imaging  
Introduction to Art  
Music Tech  
Advanced Band  
Introduction to Computers

### *College Prep and Additional Electives*

Creative Writing  
Journalism  
Speech  
Great Books  
Constitutional Law

### **Community Service**

Community Harvest students are introduced to the resources, cultural assets and needs of the community through observation, inquiry, and participate in community governance forums. Students communicate with diverse area residents, workers, and other area stakeholders and interface with area businesses and organizations that support the schools' mission and vision. CHCS students have taken the opportunity to volunteer at the Foundation for the Junior Blind and participate in annual food and gift basket giveaways during the winter holidays.

### **Technology**

Today's students are increasingly fluid in their use of technology, most significantly as a tool for networking and connecting. They perceive the absence of technology in schools and homes as a serious threat to their future academic and career competitiveness (NPR, February, 2000; Prensky, 2001). National Research Council (2000) found that technology can not only help to create a bridge for students between the real world and classroom-based learning but also expand learning beyond the walls of the classroom. Thoughtful technology use in learning situations increases student interest/engagement and opens new ways of thinking about the learning process, learning outcomes, and learning organizations (Dwyer, 1994; Sandholtz, Ringstaff, & Dwyer, 1997). This idea works well with our vision in that students are able to engage in relevant learning activities.

### **Professional Development**

Community Harvest's leadership encourages cross-functional team building/planning to deliver professional development that is aligned with the school's academic goals. The administrative team uses multiple tools to identify professional development opportunities which are then discussed with the school's staff during staff meetings and articulation sessions.

Community Harvest Charter School begins and ends each school year with three days of professional development focused on developing, increasing and monitoring academic instructional expectations in all curricular areas. Professional development activities conducted during the school year cover topics and strategies related to the education needs of the students and teaching staff. Educational leaders with specific expertise are assembled to facilitate professional development. A trainer-of-trainers model is used whenever possible to make the most effective use of resources with lead teachers serving as the trainers and mentors.

## **Students with Special Needs**

### ***Serving Academically Low-Achieving Students***

At Community Harvest, low achieving students are identified by their CST scores (Below Basic and Far Below Basic), site-based assessments, parent input, and teacher referral. Low achieving students are referred to the Student Success Team (SST) process. The School schedules an Student Success Team (SST), which is comprised of parents, teachers, administrators, and other school professionals. The school also recognizes the need for an SST in the event of a direct request from the parent.

A traditional format is followed in screening of all children with behavioral and academic difficulties before a referral for special education evaluation is made. All interventions are exhausted before a student is referred to special education. A referral to initiate the SST process may be made by any classroom teacher once they have made an attempt at classroom modifications or instructional interventions. Before progressing to a full IEP evaluation, SST recommendations are implemented for a month to note student academic progress. From there it is noted if they need to have an IEP.

*Response to the needs of low-achieving students includes the following:*

- Scheduling which allows for small group instruction.
- Individual and small group attention that focuses on mastering the current learning.
- Technology assisted mastery of subject vocabulary and concepts.
- Staff development opportunities that address the needs of low achieving students, at a minimum, quarterly.
- Scheduled parent notification and involvement.

### ***Serving Academically High-Achieving Students***

At Community Harvest, high-achieving students are identified by their CST scores (Advanced), site-based assessments, parent input, and teacher referral. High achieving students are challenged through teacher's pacing and/or increased rigor of the instructional program. Rigor of instruction is also important. Increasing complexity or modifying instruction means to enrich instruction so that it encourages students to address topics, time periods, or connections across disciplines not normally expected at that grade level. Grouping and regrouping students to accomplish tasks, provide enrichment, and create project-based activities helps increase high achieving student engagement and increase their challenge.

*Response to the needs of high-achieving students includes:*

- In-depth development of projects based on individual interests.
- Opportunities for leadership and acquisition of mentoring skills.
- Flexible scheduling to allow for learning extensions outside the classroom;
- Grouping and regrouping students in teams that focus on high interest extension activities.

### ***Serving English Learners***

The Charter School will meet all applicable legal requirements for English Learners ("EL") as it pertains to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, re-classification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirement. The Charter School will implement policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents.

## **Home Language Survey**

The Charter School will administer the home language survey upon a student's initial enrollment into the Charter School (on enrollment forms).

### **\*CELDT Testing**

All students who indicate that their home language is other than English will be California English Language Development Test ("CELDT") tested within thirty days of initial enrollment<sup>1</sup> and at least annually thereafter between July 1 and October 31<sup>st</sup> until re-designated as fluent English proficient.

The Charter School will notify all parents of its responsibility for CELDT testing and of CELDT results within thirty days of receiving results from publisher. The CELDT shall be used to fulfill the requirements under the No Child Left Behind Act for annual English proficiency testing.

### **Reclassification Procedures**

Reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English including, but not limited to, all of the following:

- Assessment of language proficiency using an objective assessment instrument including, but not limited to, the CELDT.
- Participation of the pupil's classroom teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil's curriculum mastery.
- Parental opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parents' opportunity to participate, and encouragement of the participation of parents or guardians in the reclassification procedure including seeking their opinion and consultation during the reclassification process.
- Comparison of the pupil's performance in basic skills against an empirically established range of performance and basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.

### **Strategies for English Learner Instruction and Intervention**

We incorporate strategies in core academic classes to help English learners master the language. We use the English Language Development standards as a guide to structure lessons and assessments. We also use SDAIE (Specially Designed Academic Instruction in English) techniques to enhance English learners' understanding of core curriculum content. These techniques not only make the material comprehensible but assist the students in achieving greater proficiency in English. We seek to provide a comfortable environment where students are willing to take risks and make mistakes, draw from their own experiences and find the material meaningful and interesting. Prior to the beginning of the school year, teachers receive training on ELD and SDAIE techniques to inform their instructional and assessment practices.

By using diverse instructional practices, teachers ensure that English learners can successfully comprehend academic content. They use comprehensible language, express content in multiple modalities, use visuals and give students ample opportunities to develop proficiency in the four

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<sup>1</sup> The thirty-day requirement applies to students who are entering a California public school for the first time or for students who have not yet been CELDT tested. All other students who have indicated a home language other than English will continue with annual CELDT testing based upon the date last tested at the prior school of enrollment.

language domains: listening, speaking, reading and writing. We use the California English Language Development test to identify English learners, diagnose areas to focus on, and as one of the criteria for reclassification. It is our hope that students who are continuously enrolled from the first day of school will advance at least one level (i.e. from beginning to early intermediate) each academic year.

### **Monitoring and Evaluation of Program Effectiveness**

The evaluation for the program effectiveness for ELs in the Charter School includes:

- Adherence to Charter School-adopted academic benchmarks by language proficiency level and years in program to determine adequate yearly progress.
- Monitoring of teacher qualifications and the use of appropriate instructional strategies based on program design.
- Monitoring of student identification and placement.
- Monitoring of parental program choice options.
- Monitoring of availability of adequate resources.

### ***Serving Students with Disabilities***

The Charter School shall comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act (“Section 504”), the Americans with Disabilities Act (“ADA”) and the Individuals with Disabilities in Education Improvement Act (“IDEIA”).

The Charter School shall be categorized as a public school of the District in accordance with Education Code Section 47641(b).

The Charter School shall comply with all state and federal laws related to the provision of special education instruction and related services and all SELPA policies and procedures; and shall utilize appropriate SELPA forms.

The Charter School shall be solely responsible for its compliance with Section 504 and the ADA. The facilities to be utilized by the Charter School shall be accessible for all students with disabilities.

### ***Section 504 of the Rehabilitation Act***

The Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the Charter School. Any student, who has an objectively identified disability which substantially limits a major life activity including but not limited to learning, is eligible for accommodation by the Charter School.

A 504 team will be assembled by the Co-Directors and shall include the parent/guardian, the student (where appropriate) and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team will review the student’s existing records; including academic, social and behavioral records, and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEA but found ineligible for special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team, which will evaluate the nature of the student’s disability and the impact upon the student’s education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials including those tailored to assess specific areas of educational need, and not merely those which are designed to provide a single general intelligence quotient.
- Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual or speaking skills.

The final determination of whether the student will or will not be identified as a person with a disability is made by the 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language along with the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEIA, a referral for assessment under the IDEIA will be made by the 504 team.

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives a free and appropriate public education ("FAPE"). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the School's professional staff.

The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary.

All 504 team participants, parents, guardians, teachers and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's 504 Plan. The site administrator will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she review the 504 Plan with a long-term substitute. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

### **Special Education Program**

All 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 Los Angeles Unified School District ("LAUSD" or "District") Governing Board approval, the Charter School will either execute a Memorandum of Understanding ("MOU") by and between LAUSD and the Charter School regarding the provision and funding of special education services consistent with the requirements of the LAUSD Special Education Local Plan Area ("SELPA")

Local Plan for Special Education or provide approved legal verification of membership in another state-approved SELPA with agreement to adhere to the LAUSD's Modified Consent Decree ("MCD") requirements (see MOU execution requirements below). Charter schools who are considering joining another SELPA shall provide the required notification of intent to leave the SELPA at least one year and one day prior to the anticipated exit date (Education Code § 56195.3 [b]).

District-authorized charter schools permitted to participate in an out-of-District SELPA will be required to execute a MOU by and between the LAUSD and the Charter School (if considered a Local Educational Agency (“LEA”) regarding the provision of special education services. The receiving out-of-District SELPA Local Plan must be provided to the District for review and must contain a commitment to ensure that the District-authorized charter schools assume all responsibility for the students with disabilities that enroll in the charter schools and that the receiving SELPA is accountable for oversight, monitoring, and implementing the *Chanda Smith* MCD requirements. A material amendment to the petition and Board approval will be required unless the issue is addressed at the time of charter petition renewal.

### **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 will now create two school sections (District operated Programs and Charter-operated Programs) under the administration of one single Administrative Unit. The Charter-operated 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 will 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.

District-operated schools will continue to receive the supports and services that they currently receive from the Division of Special Education. Charter schools not meeting the criteria for admission to the Charter-operated Program section of the SELPA will remain under the District operated Program section of the SELPA and will have two options for membership. These schools may act as a District-operated school for the purposes of special education or may choose to provide their own programs and services and be reimbursed for these services for these services based on a percentage of their general education fund contribution.

The reorganization of the SELPA will retain a central Administrative Unit to include Due Process, Fiscal/Program Accountability, Compliance and Nonpublic Schools and Agencies. The reorganization would not create a new administrative branch of the Division of Special Education but would utilize existing resources. An Advisory Board consisting of five members appointed by the Board of Education (three recommended by the District-operated Programs; and two recommended by the Charter-operated Programs) provides charter-operated schools with a voice in the governance of special education in LAUSD. This Advisory Board will provide input, guidance and support to the SELPA Administrator in the Administrative Unit in coordinating programs and services across both District and charter schools. The Advisory Board will also inform the Superintendent and Board of Education regarding special education issues. The Advisory Board will operate by a set of bylaws approved by the Board of Education.

### **Compliance with Child Find Activities for Conversion Schools**

District-authorized conversion charter schools must conduct Child Find activities for students residing in its pre-charter 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 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 chartered by 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 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 eighteen statically measurable outcomes and facilities obligations that the District has to achieve to disengage from the MCD and federal court oversight. All charter schools are required to use the District’s Special Education Policies and Procedures Manual and Welligent, the District-wide web-based software system used for online Individualized Education Plans (“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 Modified Consent Decree, data requests from charter schools that are not connected to the District’s current Student Information Systems (“SIS”) 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:

- # The Independent Charter School Suspension/Expulsion Report, due monthly throughout the school year.
- # Paper SESAC Report and Welligent Student Listing Verification, due monthly throughout the school year.
- # CBEDS, which is due at the end of October of Each School Year.
- # All Students Enrolled December 1 of Each School Year, due at the end of December every school year.
- # Graduation Status of 12<sup>th</sup> Grade Students Enrolled on December 1, due at the end of June every school year.

The District is currently in the process of developing an Integrated Student Information System (“ISIS”) as required by the MCD. Although most charter schools are not currently utilizing the District’s current SIS, the MCD requires all charter schools to implement the use of ISIS once it is developed.

#### **Method of Communicating Educational Program to Parents/Guardians**

Community Harvest Charter School’s administrative team, Board, teachers, counselor and parents all play a critical role in educating our students. With this mind, parents/guardians receive information regarding the educational program throughout the year. The information is disseminated during new student/parent orientations, back to school night, parent/student conferences, grade level parent meetings, and/or individual meetings with the school counselor.

In addition, the co-directors and counselor continue to establish partnerships with colleges/universities, trade schools, scholarship agencies, and local community-based organizations. These entities regularly meet with students and parents to discuss the opportunities available for high school students prior to and after high school graduation.

## **Transferability and Eligibility of Courses**

Community Harvest courses are aligned with LAUSD's course content/delivery requirements as follows:

- Community Harvest courses are similar in content to courses offered in LAUSD schools and meet the California State Content Standards.
- In-class instructional time meets LAUSD's requirement of a minimum of 60 hours for five credits.
- Community Harvest course syllabi identify appropriate instructional strategies.

In addition, ongoing articulation of Community Harvest's course rigor to colleges, universities and neighboring secondary schools has led to a 95% college admissions rate and 99% course acceptance rate.

The information listed above is shared with parents when inquiries pertaining to the transferability of credits are received. Information is also shared with parents during critical touch points such as CHCS goal setting meetings, senior meetings, open house sessions, and parent conferences.

## **WASC Accreditation**

Community Harvest is currently seeking candidacy for WASC accreditation and the one-day initial visit has been scheduled. The school's staff will prepare the report and documents necessary prior to the visit. Early in the second year, the school will organize focus groups and begin the 18-month process for the full self-study and schedule the full visit in the spring of the third year. Staff will be trained in the WASC process by attending the series of three WASC workshops provided for self-study training as well as training provided by the California Charter School Association. Selected staff will also be urged to volunteer for Visiting Committee Teams during the second year. The self-study will be completed during the fall of the third year in consultation with the Visiting Committee Chair.

## **Teacher Recruitment**

In keeping with No Child Left Behind requirements and best teaching practices, Community Harvest Charter School actively seeks to recruit and retain highly qualified instructors to teach core academic courses including English/Language Arts, history/social science, mathematics and science.

In order to maximize our exposure opportunities, Community Harvest Charter School advertises open teaching positions in educator-focused publications such as EdJoin. Our teacher recruitment efforts also include the following:

- Advertising in the education department of universities and colleges.
- Participating in local university career fairs.
- Outreaching to professors in credentialing programs and contacts in other allied professions.

The following expectations have been established in order to ensure a high level of fidelity in identifying potential candidates:

**Educational Strengths**

- Credential Acquisition
- National Certification
- Experience
- Successes

**Civic Leadership**

- Community Projects
- Social Causes
- Volunteer Work

**Data Interpretation And Usage**

- High Stakes Data Analysis
- Instructional Goal Development

**Adjunct Duty Availability**

- Before School
- After School
- Weekend

The following interview/screening protocol has been established in order to ensure a high level of transparency in identifying the most qualified candidates:

**Pre-Interview**

- Team Confirms Interview/Updates Schedule
- Team Provides Interview Schedule to Coordinator, Admin. Services
- Team Reviews Targeted Questions and Scoring Form
- Team Reviews Interview Format and Roles

**1<sup>st</sup> Interview**

- Team Conducts Interview
- Team Records Notes on Reflection Form

**Post Interview**

- Team Reviews/Discusses Observations
- Team Completes Scoring Matrix
- Team Recommends Candidates for Second Interview

**2<sup>nd</sup> Interview**

- Team Reviews Expectations with Candidate
- Team Reviews Salary/Benefits with Candidate
- Team Makes Final Determination and Offer

## ELEMENT 2: MEASURABLE STUDENT OUTCOMES

*Governing Law: 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. Education Code Section 47605(b)(5)(B).*

Community Harvest Charter School has developed student outcomes that are based on California state standards. Community Harvest continues to examine and refine student outcomes and performance goals to reflect the school’s mission, curriculum and assessments.

### Measurable Student Outcomes

Curricular Focus	Measurable Outcomes	Assessment Tools
English Language and Literature	Students will demonstrate strong reading, writing, listening, speaking, and presentation skills in multiple forms of expression (which may include poetry, biographies and plays) and comprehend and interpret multiple forms of expression, including literature from various time periods and cultures.	<ul style="list-style-type: none"> <li>○ CA Standards Test</li> <li>○ Benchmark Assessments</li> <li>○ Teacher-generated Tests</li> <li>○ Portfolios</li> <li>○ Special Projects</li> <li>○ Teacher Observations and Documentation</li> </ul>
Spanish Language and Literature	Students will read with comprehension, write with clarity, speak with meaning, and possess familiarity with literary works.	<ul style="list-style-type: none"> <li>○ Teacher-generated Tests</li> <li>○ Portfolios</li> <li>○ Special Projects</li> <li>○ Teacher Observations and Documentation</li> </ul>
Mathematics	Students will study algebra and geometry, conceptually understanding and working with fractions, decimals, percents statistics, probability, ratios, proportions, the formulas equations, exponents, conversions between different units of measurement, and graphing.	<ul style="list-style-type: none"> <li>○ CA Standards Test</li> <li>○ Benchmark Assessments</li> <li>○ Teacher-generated Tests</li> <li>○ Portfolios</li> <li>○ Special Projects</li> <li>○ Teacher Observations and Documentation</li> </ul>
Science	Through investigation and experimentation students will understand the principles of Physical Science (Earth’s structure, heat/thermal energy, genetics, evolution, living systems, motion, forces, structure of matter), Life Science (chemistry of living systems, periodic table, density and	<ul style="list-style-type: none"> <li>○ CA Standards Test</li> <li>○ Benchmark Assessments</li> <li>○ Teacher-generated Tests</li> <li>○ Portfolios</li> <li>○ Special Projects</li> <li>○ Teacher Observations and Documentation</li> </ul>

	buoyancy) and Earth Science (earth in the solar system, reactions).	
History	Students will demonstrate intellectual reasoning, reflections, and research skills related to chronological and spatial thinking, historical interpretation and research.	<ul style="list-style-type: none"> <li>○ CA Standards Test</li> <li>○ Benchmark Assessments</li> <li>○ Teacher-generated Tests</li> <li>○ Portfolios</li> <li>○ Special Projects</li> <li>○ Teacher Observations and Documentation</li> </ul>
Visual and Performing Arts	Students will demonstrate knowledge of skills to express ideas and emotions through participation in various forms of the visual and performing arts which may include music, theatre, dance and applied arts.	<ul style="list-style-type: none"> <li>○ Teacher-generated Tests</li> <li>○ Portfolios</li> <li>○ Special Projects</li> <li>○ Teacher Observations and Documentation</li> </ul>

### Expected Outcomes - CA Ed Code Requirements\*

In addition to mastery of the outcomes and assessment practices listed above, Community Harvest strives to pursue the following goals set based on both internal metrics and in alignment with Ed Code 47607(b) that requires one (1) of the following measures to be met in order to be granted charter renewal:

- Attained its Academic Performance Index (API) growth target in the prior year or in two of the last three years, or in the aggregate for the prior three years; or
- Ranked in deciles 4 to 10, inclusive, on the API in the prior year or in two of the last three years; or
- Ranked in deciles 4 to 10, inclusive, on the API for a demographically comparable school in the prior year or in two of the last three years; or
- The entity that granted the charter determines that the academic performance of the charter school is at least equal to the academic performance of the public schools that the charter school pupils would otherwise have been required to attend, as well as the academic performance of the schools in the school district in which the charter school is located, taking into account the composition of the pupil population that is served at the charter school; or
- Has qualified for an alternative accountability system pursuant to subdivision (h) of Section 52052 of the Education Code.

*\* Exit outcomes and performance goals may need to be modified over time and will continue to meet or exceed the academic goals required under Ed Code and the Charter School Act.*

### API Growth Target

<b>2011-12 API Targets</b>	<b>2012-13 API Targets</b>	<b>2013-14 API Targets</b>	<b>2014-15 API Targets</b>	<b>2015-2016 API Targets</b>
<b>675</b>	<b>710</b>	<b>740</b>	<b>770</b>	<b>800</b>

### **Expectation #1**

Students will master the required academic courses and related content standards in order to pursue post-secondary educational opportunities.

#### **Measurable Outcome**

- The college admissions rate amongst Community Harvest seniors will be maintained at 90% or higher.
- The targeted graduation rate amongst Community Harvest seniors will be 100%.

### **Expectation #2**

Consistent and punctual attendance will be maintained by all students to reinforce civic and social responsibility.

#### **Measurable Outcome**

- The attendance rate of Community Harvest will be maintained at **96%** or higher.

### **Expectation #3**

Students will master English Language Arts in order to optimally access the core curriculum.

#### **Measurable Outcomes**

- All students will meet or make progress towards proficient or advanced mastery of the state standards.
- English Language Learners will increase individual **CELDT scores** incrementally during the years covered by this charter petition.

### **Expectation #4**

Students will exhibit good citizenship and act responsible within their peer groups, school, home and community.

#### **Measurable Outcome**

- The number of referrals for disruptive classroom behavior will decrease yearly.
- The number of Student Success Team meetings for disruptive classroom behavior will decrease yearly.
- The number of parent conferences for disruptive classroom behavior will decrease yearly.
- The number of students participating in community and school service activities will increase yearly.

### ELEMENT 3: METHODS BY WHICH STUDENT OUTCOMES WILL BE MEASURED

Governing Law: The method by which pupil progress in meeting those pupil outcomes is to be measured. Education Code Section 47605(b)(5)(C).

#### STUDENT ASSESSMENT PROCESS

To measure the academic progress of our students and ensure that the goals of the charter are being met, Community Harvest Charter School administers multiple assessment measures. Assessment data is used to assess student academic needs, identify critical standards, place students in targeted programs, articulate individual student performance goals with parents and other key stakeholders, monitoring program successes, etc. Data assists Community Harvest’s leadership in making quantitative and qualitative educational decisions and influences the type of modifications that are implemented to assist with specific needs such as special education students and English language learners. The following assessments and are utilized:

- **Standardized Tests:** Community Harvest administers STAR/CST assessments as required in the state of California.
- **Benchmark Assessments:** Benchmark assessments in reading, writing and math are given in the fall, winter and spring of each year. They are used as formative assessments, which inform instruction and demonstrate growth over the year.
- **Portfolios:** These are maintained in the classroom to be used to demonstrate student growth and understanding of subject content matter. Portfolios help students develop critical thinking skills by providing the opportunity for them to assess their own learning, to reflect critically and thoughtfully about their own work, to set goals for improvement, and to be aware of their accomplishments. This provides the staff and parents with an authentic picture of the student’s progress over time, while simultaneously giving information for future instruction and student needs.
- **Journals:** Student journals are used to reflect the student’s own performance in academic areas and their use of critical thinking skills.
- **Projects:** Middle and high school students complete projects that represent a cumulative show of the student’s learning.
- **Teacher Observations and Documentation:** Teachers document student work and work habits in the classroom, noting skills that are mastered and those requiring continued instruction. Included in these observations are the student’s attitudes and social behaviors.
- **Teacher-generated Tests:** Teachers design appropriate tasks that measure understanding and mastery of grade level concepts on an ongoing basis.

#### Sample Assessment Schedule

	Weekly/Daily	5 Weeks	10 Weeks	12 Weeks	15 Weeks	20 Weeks
<b>Quizzes</b>	✓					
<b>End of Unit Tests</b>		✓	✓		✓	✓
<b>Mid-Terms</b>			✓			
<b>Benchmarks</b>				✓		
<b>Finals</b>						✓

**State Mandated Assessment**

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

**Local Accountability**

The Board of Directors receives written reports summarizing student progress at regular intervals. Our leadership team is responsible for presenting progress toward mastery of standards, attainment of established measurable outcomes, plans for improvement and specific needs related to the purchase of materials, programs or other resources and support. The school administration implements modifications to the curriculum and selects materials and activities to be utilized by students based on an analysis of student progress reported by teachers and recommendations made by the co-directors.

**State and Federal Accountability**

At the state level, it is our expectation that we will meet Academic Performance Index goals. Our targeted goal is 800.

At the federal level, it is our expectation that our sub-groups will meet their targets in English-Language Arts, Mathematics, History and Social Science, and the Sciences. We will exit Program Improvement.

**Data Collection System**

Community Harvest uses Data Director to manage and analyze its student information.

Data is collected intermittently to:

- Track student attendance and retention.
- Measure student academic progress.

Student information is used to:

- Monitor, review and adjust student interventions throughout the year.
- Monitor student academic performance.
- Differentiate instruction.

## **Grading Policy**

Periodic formative review of student academic progress by their respective teachers in each of their classes is done at the fifth, tenth, and fifteenth week, and the summative evaluation is done at the twentieth week. Parent/Guardian and/or student concerns are addressed at each interval of evaluation via a conference with teacher, counselor, or administrator.

Community Harvest's faculty uses informal and formal assessments to monitor student progress in mastering grade level standards in all subject areas. This progress is shared with parents through periodic report cards, parent-teacher conferences and additional means as necessary. We use a standard A-F grading policy for all courses. On a scale from 100-60% grades will be generated as follows:

- A. Awarded to students who consistently exhibit academic excellence in the course.
- B. Awarded to students whose progress and achievement exceed the standards of course performance.
- C. Awarded to students who meet but do not exceed the standards of performance of the course.
- D. Awarded to students who generate below average work. Although considered a passing grade for the purpose of high school graduation, it indicates inadequate achievement.
- F. Indicates that a student has failed to meet minimum standards of performance of the course, and therefore will receive no credit toward graduation for that course. Required courses in which a student earns a grade of "F" must be retaken.

**Advanced Placement** courses are calculated using the following weighted scale:

A=5.0

B=4.0

C=3.0

## **Student Progress Reports**

Student progress reports create a succinct written record of student performance by compiling data from multiple assessments. Progress reports are one of several ways to ensure parents are well-informed about student performance. Progress reports compile narratives, attendance data, and information about student participation in class and school life.

## **Use of Assessment Data to Inform Instruction and Professional Development**

Performance data is used to monitor individual student progress, evaluate and revise the school plan, modify and differentiate instruction, identify appropriate supplemental materials and effectively allocate resources. Multiple assessment measures are embedded in daily instruction to accommodate various modes of learning, promote critical thinking, solicit effective communication, and ensure academic accountability. Data is reviewed annually by the Site Leadership Council in order to monitor progress towards the school's academic goals, which are modified based on CST, CELDT, API and AYP results.

Assessment results generated through Data Director are regularly analyzed by Community Harvest's instructional team. Data Director's ability to store and manipulate quarterly benchmark data/CST data and ascertain areas of strength and weakness in student performance has significantly strengthened the ability of teachers to facilitate targeted instruction.

## **ELEMENT 4: GOVERNANCE**

*Governing Law: The governance structure of the school, including, but not limited to, the process to be followed to ensure parental involvement. Education Code Section 47605(b)(5)(D).*

### **Public Laws/Operating Principles**

Community Harvest Charter School agrees to comply with all laws that apply to public agencies in general, and all federal laws and regulations and state codes as they pertain to charter schools.

### **Non-Profit Status**

The Community Harvest Charter School has been incorporated as a California Public Benefit Corporation and has been granted tax-exempt status under section 501(c)(3). The Board of Directors will amend the by-laws as needed, based upon ongoing program evaluation and changing needs.

Community Harvest Charter School will comply with the Brown Act and Government Code 1090.

Community Harvest Charter School will be solely responsible for the debts and obligations of the charter school.

### **Board of Directors**

Community Harvest Charter School will be governed by its Board of Directors. The Board of Directors will have a legal and fiduciary responsibility for Community Harvest Charter School. The Board will establish and approve all major educational and operational policies, all major contracts, and the school's annual budget. They will oversee the school's fiscal affairs and approve the top administrative staff. The board will also help ensure effective organizational planning by approving long-range goals and annual objectives, monitoring the general policies such as health and safety, use and maintenance of facilities, and fundraising, and overseeing that school resources are managed effectively. It will delegate the task of managing school operations to the administrative staff. The board shall meet every other month. Decision -making will be normally by a majority vote. The Board is responsible for insuring that Community Harvest operates in a manner consistent with its mission and goals.

There will be a minimum of 5 and a maximum of 7 members on the Board, which may include but is not limited to the following:

1. One LAUSD representative
2. The Leadership Council representative
3. The remaining board members will be nominated and recruited having expertise in (but not limited to) the following industries: legal, financial, educational, fundraising, technology, human resources, and risk management

All board members will serve three-year renewable terms except the Leadership Council representative who will serve a one year term. The terms will be staggered to ensure that the entire board does not turn over in one year.

### **Co-Directors**

The Co-Directors' primary roles include:

1. Promoting the success of all students and supporting the efforts of the Board to keep the School focused on learning and achievement.
2. Valuing, advocating and supporting the School and all stakeholders.

3. Recognizing and respecting the differences of perspective and style on the Board and among staff, students, parents and the community and ensuring that a diverse range of views inform Board decisions.
4. Acting with dignity, treating everyone with civility and respect, and understanding the implications of demeanor and behavior.
5. Working with the Board as a “governance team” and assuring collective responsibility for building a unity of purpose, communicating a common vision and creating a positive organizational culture.
6. Understanding the distinction between Board and staff roles, and respecting the role of the Board as the representative of the community.
7. Understanding that authority rests with the Board as a whole; providing guidance to the Board to assist in decision-making; and providing leadership based on the direction of the Board as a whole.
8. Communicating openly with trust and integrity including providing all members of the Board with equal access to information, and recognizing the importance of both responsive and anticipatory communications.
9. Accepting leadership responsibility and accountability for implementing the vision, goals and policies of the School.
10. Identifying, securing and retaining highly qualified teachers and quality staff.

### **Leadership Council**

The purpose of the Leadership Council is to ensure that all stakeholders are provided a platform to assist in the development of the school program. The Leadership Council, comprised of all stakeholders, will assist in developing the school plan, reviewing the implementation of the school program and assessing periodically the effectiveness of the school plan in meeting benchmarks. All members of the Leadership Council are to conduct themselves as members of the group they are elected to represent, and it is expected that they will report back to their respective groups to insure that decision-making is reflective of the needs of the group represented. The Leadership Council will consist of the following representatives:

1. Co-Directors
2. Two faculty representatives
3. One middle school student
4. One high school student
5. One parent of a student enrolled in the middle school
6. One parent of a student enrolled in the high school
7. One classified staff representative

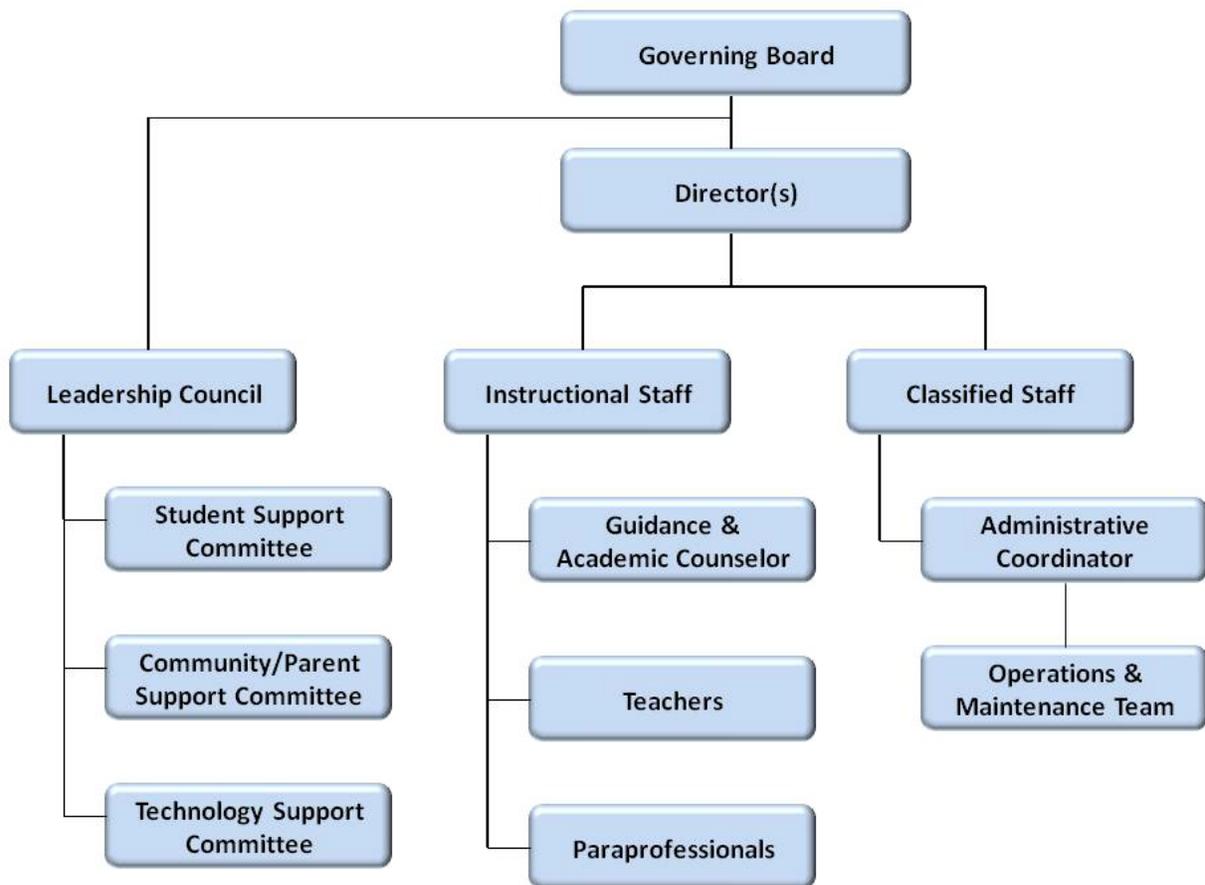
To insure a high level of collaboration between all key stakeholders, a representative nominated from the Leadership Council will participate as a member of Community Harvest Charter School’s Board.

## School Support Committees

School Support Committees are working committees. The School Support Committees, chaired by Leadership Council representatives assist in implementing the school plan. They send proposals to the Leadership Council via their representatives. Students, parents, and community members are welcome on all committees. The following committees are being coordinated:

1. Student Support Services
2. Community/Parent Support Services
3. Technology Support Services

## Organizational Chart



## **Parental Involvement**

Parental involvement is a key factor in the success of students. Community Harvest works diligently to collaborate with parents and encourages their participation in their child's education. CHCS' Parent Collaborative Model provides multiple touch points for parent engagement which include, but are not limited to:

- *Leadership Council:* As elected members, parents play a critical role in assisting in the implementation of the school plan.
- *School Support Committees:* Parents are offered multiple options to provide service including student support, community/parent support and technology support.
- *Orientation.* New families learn about the mission and vision of the school, the educational approach, and expectations for parent participation. Clearly defined expectations will be outlined in a Parent/Student Handbook.
- *Parent/Student/Teacher Conferences:* Classroom teachers meet with students and their parents to discuss the student's academic progress and social development.
- *Goal Setting Meetings:* Goal setting meetings provide parents the opportunity to participate in establishing their child's educational master plan. Through its collaborative model, CHCS works with parents, staff and students to set goals for the school year during the first quarter of the year. Parents and CHCS staff engage in follow-up sessions to review student progress toward goal attainment and discuss next steps.
- *Website updates:* The school website is updated to deliver information on all academic programs, activities and events.
- *Monthly newsletter:* A monthly newsletter delivers timely information on upcoming events and school activities.
- *Grade level meetings:* Parents are invited to participate in grade specific meetings where they may receive timely information regarding student academic/social progress and access key campus resources (i.e. counselor support, college-going support, graduation requirements).

The Charter School 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 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 Charter 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.

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

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

The 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 the Charter School alleging its noncompliance with these laws or alleging any actions which would be prohibited by these laws. The Charter School will notify all its students and employees of the name, office address, and telephone number of the designated employee or employees.

The 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.

The 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 changed from time to time after notice and reasonable opportunity for input from the Charter School Collaborative.

### **Responding to Inquiries**

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

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 District and/or the Office of the Inspector General, Investigations Unit.

### **Notifications**

Notification is to be made to the Innovation and Charter Schools Division in writing 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 the Charter School.

## **ELEMENT 5: EMPLOYEE QUALIFICATIONS**

*Governing Law: The qualifications to be met by individuals to be employed by the school. Education Code Section 47605(b)(5)(E).*

The Charter School believes that all persons are entitled to equal employment opportunity. The 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.

Community Harvest Charter school is committed to hiring, retaining and training staff who demonstrate a passion for children, education and community. We are interested in self-motivated people who clearly excel in their respective fields and academic subject; have proven experience in contributing to positive student outcomes, possess cross-cultural child development competency, commit to ongoing professional development; work well as team members to contribute to the mission of the school, participate in community and professional associations.

Prior to the first day of work Community Harvest Charter School will require that each employee and contractor of the school submit to a criminal background check and furnish a criminal record summary as required by Education Code Sections 44237 and 45125.1. Community Harvest Charter School will adhere to California laws, including fingerprinting, drug testing, and prohibitions regarding the employment of any person who has been convicted of a violent or serious felony. Each employee must furnish a Mantoux T.B. test clearance and documents establishing legal status. If Food Services staff is hired, a medical clearance is required in order to obtain a Food Handler's Certificate. Community Harvest Charter School may contract with the L.A.U.S.D. Employee Relations Unit to provide criminal record check and with the Classified Employment Offices to provide new employee processing.

Personnel will be hired on an annual contract basis. Contracts will be renewed based upon school need and demonstration of meeting or exceeding the requirements in their individual contracts and adhering to other policies, procedures and expectations as outlined in the Employee Handbook. All staff will be required to read, sign and comply with the Employee Handbook. We believe that hiring and maintaining effective staff occurs by 1) setting clear expectations, 2) mutually creating specific, ambitious, attainable, measurable, time-based goals that are relevant to the school's mission and state standards, 3) supporting short-term and long-term professional development, 4) creating and sustaining a respectful work environment, and , 5) executing a well-designed, consistent evaluation process.

### **Co-Directors**

The Board of Directors will select Co- Directors on an application and interview basis. Selection of the Co-Directors will be based on proven experience in educational leadership; educational vision for and experience with low-income and/or minority children; demonstrated ability in program design and/or development; business management, fund raising experience; commitment to educational reform.

*Qualifications:*

The Co-Directors' qualifications will include:

- Five years of experience managing an educational institution
- A thorough understanding and commitment to the mission and vision of the school
- Experience addressing and resolving personnel issues in an objective manner
- Strategic planning skills
- Strong operational and management skills
- Strong leadership skills
- Strong interpersonal skills

*Responsibilities:* The Co-Directors are directly responsible to the Board of Directors. Although the Co-Directors may delegate various duties they are responsible for the execution of these duties and will establish administrative regulations, as needed, to manage the school and its staff.

- Work closely and cooperatively with Co-Directors to insure effective and smooth operations
- Facilitate communication between all school stakeholders particularly in issues of school policies, operations, financial status, and staff relations, academics: curriculum, teaching staff and student academic assessments and performance.
- Jointly responsible for hiring and firing employees- according to the mission, philosophy, and obligations defined in the charter petition and employee handbook.
- Train Operations staff and supervise custodians
- Prepare credentialing paperwork and monitor processing
- Report to the Board of Directors on the progress of the school in achieving short term and long-term fiscal and operational success
- Open and close the campus
- Secure and monitor private, state and federal grants; facilitate other fund raising and means of raising capital funds
- Maintain a balanced budget and draft an annual budget proposal for the Board of Directors
- Prepare and maintain employee policies, safety procedures, emergency drills and evacuation plans and corresponding handbook
- Actively participate in appropriate education related community organizations
- Maintain safety and improvement of school facility and vehicles
- Maintain contracts with vendors for security, transportation, food service

- Secure transportation when necessary
- Responsible for accounting and payroll
- Maintain website
- Maintain child abuse reports
- Work with parents, students, and teachers to prepare student's annual academic plan
- Counsel students
- Collaborate with students to plan and develop individual student's college and/or career path
- Staff development for all academic staff
- Setting and achieving high academic standards as detailed in charter petition
- Assist instructors with student discipline
- Report to the Board of Directors on the progress of the school in achieving educational success
- School outreach to parents and community service organizations
- Responsible for all academic purchases (i.e. curriculum, instructional material, activities and books)

### **Evaluation**

The Board of Directors will evaluate the Co-Directors annually with semi-annual informal evaluation to assess progress on action plans. CHCS' evaluation process consists of initial goal setting during the beginning of the school year, a mid-year checkpoint/initial evaluation during the winter quarter, and an end of year review/final evaluation during the spring quarter.

### **Core, College Prep Teachers**

#### *Process for Teacher Selection*

The Co-Directors will select the teachers on an application and interview basis. Selection of teachers will be based on educational strengths (teaching experience and subject matter expertise), civic leadership, data interpretation and usage, and adjunct duty availability.

#### *Qualifications:*

The Community Harvest Charter School will employ teaching staff in core academic areas who meet the qualification of holding appropriate California teaching certificates, permits, or other documents issued by the Commission on Teacher Credentialing. These teachers will teach the core, college prep academic areas of mathematics, language arts, science, and history/social studies. These teachers will be responsible for overseeing the students' academic progress and for monitoring grading and matriculation decisions as specified in the school's operational policies. Such documentation will be monitored by the Co-Directors and will be kept on file at the school subject to periodic inspection by the LAUSD. Teachers hired will meet the criteria for "highly qualified" status as per the regulations of No Child Left Behind.

### *Responsibilities:*

Teachers' responsibilities include:

- using California State Standards in developing course syllabus, determining clear learning objectives and measuring student achievement.
- using course syllabus to plan and facilitate daily instruction.
- actively monitoring student progress by using multiple assessment measures as outlined in the course syllabus.
- recording, storing and managing accurate student records in a timely manner.
- developing and implementing a classroom management plan that promotes an atmosphere conducive to learning; one where students are respectful of themselves and others.
- using classroom management plan to establish and maintain a cooperative and respectful relationship with CHCS students.
- adhering to CHCS' school policies when making critical classroom and student-related decisions.
- facilitating good instruction by implementing effective teaching practices.
- using learning materials that have been approved by CHCS leadership to deliver instruction.
- establishing a high level of transparency regarding course expectations and manages open lines of communication with parents/guardians.
- engaging in professional growth activities through an ongoing program of job-related knowledge and skill development.
- working collaboratively with teachers and school leadership to achieve the overall mission of the school and ensure student safety.
- meeting regular and predictable attendance requirements.

### **Evaluation**

The Co-Directors will evaluate the Teachers annually with semi-annual informal evaluation to assess progress on action plans. CHCS' evaluation process consists of initial goal setting during the beginning of the school year, a mid-year checkpoint/initial evaluation during the winter quarter, and an end of year review/final evaluation during the spring quarter. The evaluation process implemented by CHCS' administrative team is intended to promote the professional growth of the school's instructional staff. Feedback is provided during articulation sessions (teacher/administrator one on one meetings). During the pre-observation and classroom observation/review stages, the teacher and administrators are afforded the opportunity to discuss future goals, potential feedback, and other areas of growth. Information obtained during such sessions may be used to determine future professional development.

For non-core or non-college preparatory courses where a credential is not required, Community Harvest Charter School may also employ or retain non-certified instructional staff who have an appropriate mix of subject matter expertise, professional experience, and the demonstrated capacity to deliver instruction .

Paraprofessionals who work with students will meet NCLB qualifications and be under the supervision of highly qualified teachers.

### **Administrative Services Coordinator**

The Co-directors will select the Administrative Services Coordinator on an application and interview basis. Selection of the Administrative Services Coordinator will be based on proven experience in managing office operations, assisting with accounts payable, invoice reconciliation, personnel and payroll issues, purchasing office and classroom supplies, developing/implementing administrative procedures for daily school operations, and preparing correspondence, reports, bulletins, files, forms, and memorandums..

#### *Qualifications:*

- Previous experience in an office management capacity Bilingual (Spanish-English) strongly preferred
- Ability to coordinate multiple projects and meet deadlines in fast-paced environment
- Manage long term assignments by organizing and prioritizing work
- Knowledge of standard operating practices
- Clerical and administrative support background.
- Strong computer and database skills
- Organizational skills
- Ability to work in a diverse environment.

#### *Responsibilities:*

- Assign and monitor clerical and administrative responsibilities and tasks among office staff.
- Manage and update master calendar of compliance actions and communicate timeline/completion status to directors.
- Allocate resources to enable task performance.
- Coordinate office staff activities to ensure maximum efficiency.
- Evaluate and manage office staff performance.
- Participate in the recruitment and selection of office staff.
- Supervise/coordinate human resource services.
- Organize orientation and training of new office staff members.
- Coordinate facilities maintenance and student transportation services.
- Ensure filing systems are maintained and current.
- Establish procedures and monitor record keeping.
- Ensure security and confidentiality of data.
- Ensure office policies and procedures are being adhered to.
- Implement procedural and policy changes to improve operational efficiency.
- Prepare operational reports and schedules to ensure efficiency.
- Monitor and maintain office supplies inventory.
- Review and approve office supply acquisitions.
- Assist with accounts payable, invoice reconciliation, personnel and payroll issues

## **Evaluation**

The Co-Directors will evaluate the Administrative Services Coordinator annually with semi-annual informal evaluation to assess progress on action plans. CHCS' evaluation process consists of initial goal setting during the beginning of the school year, a mid-year checkpoint/initial evaluation during the winter quarter, and an end of year review/final evaluation during the spring quarter. The evaluation process implemented by CHCS' administrative team is intended to promote the professional growth of the Administrative Services Coordinator. Feedback is provided during articulation sessions (administrative services coordinator/administrator one on one meetings). The coordinator and administrators are afforded the opportunity to discuss future goals, potential feedback, and other areas of growth. Information obtained during such sessions may be used to determine future professional development.

## **Counselor**

The Co-Directors will select the counselor on an application and interview basis. Selection of the counselor will be based on proven experience in developing and managing the middle and high school master schedules; developing, revising and managing the school's college-going strategic plan; maintaining and updating all student academic records; and monitoring academic progress of all middle and high school students toward graduation and college admission.

### *Qualifications:*

- Masters degree in School Counseling, Social Work, or related field strongly preferred
- Credential authorizing K-12 service
- Spanish bilingual skills preferred
- Knowledge of school programs
- Competence in human relations
- Strong bi-lingual skills preferred.
- Dedication to the school's mission and vision
- Ability to manage student behavior – both individual and group – in a manner consistent with the school's philosophy
- Evidence of strong interpersonal skills, with evidence of effective personnel management preferred
- Prior experience with urban school parent /community engagement and community outreach.

### *Responsibilities:*

- Responsible for the development and management of the middle and high school master schedules.
- Responsible for the development, revision and management of the school's college-going strategic plan.
- Maintain and update all student academic records.
- Monitor academic progress of all middle and high school students toward graduation and college admission.
- Provide direct support service to individual students, small groups, and classrooms.
- Complete assessments, referrals, and counseling with students and families.
- Consult with other professional staff and outside agencies and other organizations.
- Complete home visits and assessments.
- Develop and maintain family outreach programs and community partnerships.
- Serve as a member of the student success team and other school based teams.
- Complete written reports as needed or as requested by Directors.
- Provide direct service to students in the classroom at least once per week.
- Complete reports as required by Federal, State and local agencies.

- Conduct professional development workshops on identifying at-risk students.
- Make oral presentations of assessments, diagnostics, home visits, and observations.
- Meet goals and expectations as set forth by the school administration

### *Evaluation*

The Co-Directors will evaluate the Counselor annually with semi-annual informal evaluation to assess progress on action plans. CHCS' evaluation process consists of initial goal setting during the beginning of the school year, a mid-year checkpoint/initial evaluation during the winter quarter, and an end of year review/final evaluation during the spring quarter. The evaluation process implemented by CHCS' administrative team is intended to promote the professional growth of the school's counselor. Feedback is provided during articulation sessions (counselor/administrator one on one meetings). The counselor and administrators are afforded the opportunity to discuss future goals, potential feedback, and other areas of growth. Information obtained during such sessions may be used to determine future professional development.

## ELEMENT 6: HEALTH AND SAFETY PROCEDURES

*Governing Law: 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 Section 44237. Education Code Section 47605(b)(5)(F).*

### **Policies**

Prior to commencing instruction, Community Harvest Charter School has adopted and implemented a comprehensive set of health, safety, and risk management policies to ensure the health and safety of pupils and staff. These policies will be incorporated as appropriate into the school's student and staff handbooks and will be reviewed on an ongoing basis in the school's staff development efforts and governing board policies. These policies are on file at the school and address, at a minimum, the following topics:

- Among the many health and safety laws that need to be followed is the Healthy Schools Act – California Education Code Section 17608, which details pest management requirements for schools. (Additional information can be accessed at: [www.laschools.org/employee/mo/ipm](http://www.laschools.org/employee/mo/ipm).)
- A requirement that all enrolling students and staff provide records documenting immunizations, including the whooping cough vaccine, required for enrollment in non-charter public schools.
- Screening of pupils' vision and hearing and the screening of pupils for scoliosis to the same extent as would be required if the pupils attended a non-charter public school.
- A requirement that each employee of the school submit to a criminal background check and furnish the school with a criminal record summary as required by Education Code Section 44237.
- Community Harvest Charter School will adhere to California laws, including fingerprinting, drug testing, and prohibitions regarding the employment of any person who has been convicted of a violent or serious felony. Each employee must furnish a Mantoux T.B. test clearance and documents establishing legal status.
- A policy establishing that the school functions as a drug, alcohol, and tobacco free workplace.
- In addition to providing students with substance abuse education, Community Harvest School will maintain a drug, tobacco and alcohol free environment through intervention and disciplinary action. Any student found in possession of, or under the influence of illegal drugs, alcohol or tobacco, will be disciplined according to the school policy. Any student who is found selling drugs or alcohol, may be expelled from Community Harvest School.
- Policy relating to the administration of prescription drugs and other medicines.
- Compliance 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.
- Community Harvest Charter School will be housed in facilities that have received state Fire Marshall approval and that have been evaluated by a qualified structural engineer who has determined that the facilities present no substantial seismic safety hazard.
- All teachers and staff of the Community Harvest Charter School will be mandated reporters for suspected child abuse. The procedure for the mandated individual will be to file a report within

36 hours of first becoming aware of a suspected case of child abuse. The report will be filed with either the Police Department Child Abuse Unit or the Department of Children and Family services. The mandated individual will meet with the appropriate authorities accordingly. Staff will receive in-service training and sign a document verifying notification and understanding regarding this responsibility.

- A policy requiring that instructional and administrative staff receive training in emergency response. A minimum of 75% of the staff will be First Aid/CPR certified.
- Policies relating to preventing contact with blood-borne pathogens.
- Policies and procedures for response to natural disasters and emergencies, including fires and earthquakes.

### **Procedures-Safe School Plan**

*Prescription Drugs.* Parents must bring prescription medication in the original containers, with the name of the prescribing physician, the name of the student, and the dispensing instructions. Parents will complete the appropriate authorization form to administer medications. Medications will be stored in a locked cabinet or refrigerator as needed. Designated staff will log times for administering medications for each student and dispense accordingly. In the case of long-term prescriptions, designated staff will provide parents with one weeks' notice to alert them that additional medication is needed.

### **Disaster Drills (i.e. earthquake)**

Disaster drills will be conducted at least once per semester. 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 by the administration. Staff and students will hear "This is an emergency drill. Duck and cover." During this 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 or a visible signal from the administrative staff.

In the case 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.

### **Fire**

Fire drills will be held at least once 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 the 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 designated staff will attempt to locate the missing students. Students will remain with their teachers at the designated evacuation site until the administrative staff gives the "all clear" signal.

## **Evacuation Plan**

Whenever the administrative staff has determined that the school must be evacuated, the designated personnel will verify the name and position of the person placing the alert. Once confirmed, school personnel will give the evacuation code word, "safe school drill" at a designated time. 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 roster with them. Students who are not in a classroom at the time the 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 administrative staff. 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 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 the 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. An emergency evacuation map will be posted in each room and will contain the following information and locations:

- Student/staff assembly areas - inside and outside the building
- Emergency student/staff evacuation routes
- Incident Command Center
- Search and Rescue Routes
- Utility Shut-off locations
- Fire hoses and extinguishers
- First aid center
- Hazardous materials storage areas
- Emergency toilet facilities
- Emergency food, water and blankets
- Emergency equipment - flashlights, etc.

## **Other Disasters**

In the case of disasters other than earthquakes and fires, the administrative staff will contact each room, advise staff of potential dangers, and give further instructions. Teachers and students will remain in their classrooms until instructions are received for an "all clear" or an evacuation, (unless the teacher perceives that the immediate threat of remaining is greater than leaving to evacuate to the safety zone). 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 designated staff will turn off the gas. All unassigned

staff will report to the office or other pre-designated spot 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**

All bomb threats will be taken seriously and at face value. 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.

The school will be evacuated using the code word “safe school drill.” The designated personnel will coordinate information requests to and/or from law enforcement, the telephone company, and parents. The designated personnel will inspect the site for any suspicious materials or unknown packages. Students and school staff will not be allowed back in until the site is officially cleared.

### **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, at 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, 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 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 shall be 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, including Owned, Leased, Hired, and Non-owned, 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 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 the Charter School's insurance shall be 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.

### **Hold Harmless/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 attorneys' 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 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 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.

The Charter School will have a Health, Safety and Emergency Plan in place prior to beginning the in health, safety, and emergency procedures and will maintain a calendar and conduct emergency response drills for students and staff.

The Charter School, its employees and officers will comply with the Family Educational Rights and Privacy Act (FERPA) at all times.

The 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.

## **ELEMENT 7: RACIAL, ETHNIC, AND GENDER BALANCE OF STUDENTS**

*Governing Law: The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the district to which the charter petition is submitted. Education Code Section 47605(b)(5)(G).*

Community Harvest School is committed to maintaining a diverse student body, and will take the following steps to achieve a racial, ethnic, and gender balance that is reflective of the Los Angeles Unified School District as a whole:

1. Conduct outreach to the students from the closest elementary schools, middle and high schools in the greater Los Angeles and San Fernando Valley areas.
2. Publicize an enrollment timeline and process which may include utilizing the school's website, local newspapers, radio, churches, synagogues, mosques, social & fraternal organizations, and community based organizations. This will allow for broad-based recruiting.
3. Provide promotional material in English and Spanish which is posted in a variety of public places in order to reach diverse groups.
4. Meet with community leaders representing different racial and cultural backgrounds to enlist their support and advice in our recruitment process.
5. Conduct outreach through civic-oriented community organizations in the greater Los Angeles and San Fernando Valley areas to seek parents and students who understand and value our mission and are committed to our instructional and operational philosophy.

### **Court-ordered Integration**

The 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 Office of Student Integration Services (collectively the "Court-ordered Integration Program"). The Court-ordered Integration Program applies to all schools within or chartered through LAUSD. The Charter School will provide a written plan in the charter petition and upon further request by the District outlining how it would achieve and maintain the LAUSD's ethnic goal of 70:30 or 30:70 ratio.

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

The Charter School will ensure that all of its NCLB-PSC students are treated in the same manner as other students attending the Charter School. NCLB-PSC students are and will be eligible for all applicable instructional and extra-curricular activities at the Charter School. The Charter School will make reasonable efforts to invite and encourage the participation of the parents of NCLB-PSC students in the activities and meetings at the 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 the Charter School under the NCLB-PSC program increases in subsequent years, the Charter School agrees to discuss with the District the possibility of increasing the number of NCLB-PSC places available at the Charter School.

### **Federal Compliance**

As a recipient of federal funds, including federal Title I, Part A funds, the charter school has agreed to meet all of the programmatic, fiscal and other regulatory requirements of the No Child Left Behind Act of 2001 (NCLB) and other applicable federal grant programs. The Charter school understands that it is a local educational agency [LEA] for purposes of federal compliance and reporting purposes. The Charter School agrees that it will keep and make available to the District any documentation necessary to demonstrate compliance with the requirements of NCLB and other applicable federal programs, including, but not limited to, documentation related to funding, required parental notifications, appropriate credentialing of teaching and paraprofessional staff, the implementation of Public School Choice and Supplemental Educational Services, where applicable, or any other mandated federal program requirement. The mandated requirements of NCLB, Title I, Part A include, but are not limited to, the following:

- Notify parents at the beginning of each school year of their "right to know" the professional qualifications of their child's classroom teacher including a timely notice to each individual parent that the parent's child has been assigned, or taught for four or more consecutive weeks by, a teacher who is not highly qualified.
- Develop jointly with, and distribute to, parents of participating children, a school-parent compact.
- Hold an annual Title I meeting for parents of participating Title I students.
- Develop jointly with, agree on with, and distribute to, parents of participating children a written parent involvement policy.
- Submit biannual Consolidated Application to California Department of Education (CDE) requesting federal funds.
- Complete and submit Local Education Agency (LEA) Plan to CDE.
- Complete reform planning process with stakeholders and submit to CDE all appropriate documents for Title I schoolwide 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; and
- Maintain appropriate time-reporting documentation, including semi-annual certification and personnel activity report, for staff funded with categorical resources, where applicable

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

## ELEMENT 8: ADMISSION REQUIREMENTS

*Governing Law: Admission requirements, if applicable. Education Code Section 47605(b)(5)(H).*

Community Harvest Charter School affirms that it will not discriminate against any student on the basis of the characteristics listed in Education Code Section 220 (actual or perceived 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 or association with an individual who has any of the aforementioned characteristics). In accordance with Education Code Section 47605(d), CHCS shall admit all students who wish to attend, up to the school's capacity. The school will adhere to entrance and enrollment age requirements set by law and will not enroll pupils over 19 years of age unless continuously enrolled in a public school and making satisfactory progress toward high school diploma requirements. Community Harvest Charter School will be non-sectarian and non-discriminatory in all areas of operation and will not charge tuition. The only admission requirement is residence in the state of California.

CHCS will actively recruit a diverse population from the District and surrounding areas who understand and value our mission and are committed to our instructional and operational philosophy. CHCS recruitment strategy will target students directly, announcing the program through their classes and after-school programs, and will seek recommendations from teachers and counselors of students who would benefit from the CHCS model.

Should the number of students who wish to attend CHCS exceed the school's capacity, attendance, except for existing students of the school, will be determined by a public random drawing. In the event of a drawing, the school will give admissions priority to the following students:

- Children or wards of CHCS staff
- Siblings of students currently enrolled or wards of their parents
- Students who reside in the LAUSD.

The application packet clearly states the following:

- The timelines for open enrollment and the lottery
- The lottery date and time
- The lottery location which will accommodate all interested parties who are observing

A waiting list will be created through the public random drawing once capacity has been reached, and will be maintained in the event of enrollment openings.

As openings become available, parents/guardians of students on the lottery are contacted via phone and via an acceptance letter based on the priority number that was established at the time of the lottery. Parents/guardians must respond within five business days in order to secure admission.

The school keeps a record of the list of lottery students and their priority numbers based on the lottery drawing.

Parents and students admitted to the school are expected to attend an orientation session to review the policies and expectations of the school. CHCS will work to assure that all families understand these policies and expectations and that they are aware of ways to be involved in the school's life and decision-making. Each student will be given a handbook in the native language of the parent, provided a translator for that language can be secured, unless the student indicates that a copy in English is preferred.

### **McKinney-Vento Homeless Assistance Act**

The Charter School will 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. The Charter School will include specific information in their outreach materials, websites, at community meetings, open forums, and regional center meetings notifying parents that the Charter School is open to enroll and provide services for all students which shall include a District standard contact number to access additional information regarding enrollment. A student's IEP will never be required prior to participation in any attendance lottery or as a condition for enrollment.

## **ELEMENT 9: FINANCIAL AUDITS**

*Governing Law: 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. Education Code Section 47605(b)(5)(I).*

An annual independent financial audit of the books and records of the Charter School will be conducted as required by Education Code Sections 47605(b)(5)(I) and 47605(m). The books and records of the Charter School will be kept in accordance with generally accepted accounting principles, and as required by applicable law and the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide.

An audit committee will select an independent auditor through a request for proposal format. The auditor will have, at a minimum, a CPA and educational institution audit experience and will be approved by the State Controller on its published list as an educational audit provider. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

The annual audit will be completed and forwarded to the District, the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year. The audit committee will review any audit exceptions or deficiencies and report to the Charter School Board of Directors with recommendations on how to resolve them. The Board will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law.

The independent financial audit of the Charter School is public record to be provided to the public upon request.

### **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.

### **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.

### **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.

### **Audit and Inspection of Records**

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

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

The Charter School will develop and maintain internal fiscal control policies governing all financial activities.

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

- Provisional Budget – Spring prior to operating fiscal year
- Final Budget – July of the budget fiscal year
- First Interim Projections – November of operating fiscal year
- Second Interim Projections – February of operating fiscal year
- Unaudited Actuals – July following the end of the fiscal year
- Audited Actuals – November following the end of the fiscal year
- Classification Report – monthly the Monday after close of the last day of the school month
- Statistical Report – monthly the Friday after the last day of the school month. In addition:
  - P1, first week of January
  - P2, first week of April
- Bell Schedule – annually by November
- Other reports as requested by the District

## ELEMENT 10: STUDENT EXPULSIONS

*Governing Law: The procedures by which pupils can be suspended or expelled. Education Code Section 47605(b)(5)(J).*

This Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well-being of all students at the Charter School. In creating this policy, the Charter School has reviewed Education Code Section 48900 *et seq.* which describes the non-charter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as the Charter School's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations. Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

The Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. The notice shall state that these Policy and Procedures are available on request at the Co-Director's office.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

### **LAUSD-Specific Language**

CHCS 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.

CHCS 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.

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

Charter Schools will implement operational and procedural guidelines ensuring federal and state laws and regulations regarding the discipline of students with disabilities are met. Charter Schools 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 LASUD Support Unit, Division of Special Education.

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

**A. Grounds for Suspension and Expulsion of Students**

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at the Charter School or at any other school or a Charter School sponsored event, occurring at anytime including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

**B. Enumerated Offenses**

1. Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the pupil:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force of violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as 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) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.

- k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other 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, i.e.: 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 that the replica is a firearm.
- n) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- o) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- r) Made terroristic threats against school officials and/or school property. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
- s) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

- t) Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- v) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act, as defined in subdivisions (f) and (g) of Section 32261 of the Education Code, directed specifically toward a pupil or school personnel.
- w) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1).
- x) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Co-Directors or designee's concurrence.

2. Non- Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Co-Directors or designee's concurrence.

3. Discretionary Expellable Offenses: Students may be expelled for any of the following acts when it is determined the pupil:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force of violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as 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) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other 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, i.e.: 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 that the replica is a firearm.
- n) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- o) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- r) Made terrorist threats against school officials and/or school property. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the

circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.

- s) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- v) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act, as defined in subdivisions (f) and (g) of Section 32261 of the Education Code, directed specifically toward a pupil or school personnel.
- w) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1).
- x) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Co-Directors or designee's concurrence.

4. Non -Discretionary Expellable Offenses: Students must be expelled for any of the following acts when it is determined pursuant to the procedures below that the pupil:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Co-Directors or designee's concurrence.

If it is determined by the Board of Directors that a student has brought a fire arm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have

possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994.

The term “firearm” means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term “destructive device” means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

### **C. Suspension Procedure**

**Suspensions shall be initiated according to the following procedures:**

#### **1. Conference**

Suspension shall be preceded, if possible, by a conference conducted by the Co-Directors or the Co-Directors' designee with the student and his or her parent and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Co-Directors or designee.

The conference may be omitted if the Co-Directors or designee determines that an emergency situation exists. An “emergency situation” involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student’s right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense. This conference shall be held within two school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil’s parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil’s parent or guardian at the conference.

#### **2. Notice to Parents/Guardians**

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

### **3. Suspension Time Limits/Recommendation for Expulsion**

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of Expulsion by the Co-Directors or Co-Directors' designee, the pupil and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. This determination will be made by the Co-Directors or designee upon either of the following: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing.

#### **D. Authority to Expel**

A student may be expelled either by the Board following a hearing before it or by the Board upon the recommendation of an Administrative Panel to be assigned by the Board as needed. The Administrative Panel should consist of at least three members who are certificated and/or the Co-Directors and neither a teacher of the pupil or a Board member of the Charter School's governing board. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense.

#### **E. Expulsion Procedures**

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Co-Directors or designee determines that the pupil has committed an expellable offense.

In the event an administrative panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session unless the pupil makes a written request for a public hearing three (3) days prior to the hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the school to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;

8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

#### **F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses**

Community Harvest may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations which shall be examined only by CHCS or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the person or panel conducting the hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
4. The person conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The person conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The person conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.

8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.

9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in the public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.

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

**G. Record of Hearing**

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

**H. Presentation of Evidence**

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the administrative panel to expel must be supported by substantial evidence that the student committed an expellable offense.

Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay and sworn declarations may be admitted as testimony from witnesses of whom the Board of Directors, administrative panel or designee determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board of Directors who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The decision of the Board of Directors is final.

If the administrative panel decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program.

#### **I. Written Notice to Expel**

The Co-Directors, following a decision of the Board of Directors to expel, shall send written notice of the decision to expel, including the Board of Directors' adopted findings of fact, to the student or parent/guardian. This notice shall also include the following:

1. Notice of the specific offense committed by the student
2. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with CHCS.

The Co-Directors or designee shall send a copy of the written notice of the decision to expel to the District.

This notice shall include the following:

- a) The student's name
- b) The specific expellable offense committed by the student

Additionally, in accordance with Education Code Section 47605(d)(3), upon expulsion of any student, CHCS shall notify the superintendent of the school district of the pupil's last known address within thirty (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.

The Board of Directors' decision to expel shall be final.

#### **LAUSD-Specific Language**

If a student is expelled from the Charter School, the Charter School shall forward student records upon request of the receiving school district in a timely fashion. Charter School shall also submit an expulsion packet to the Innovation and Charter Schools Division immediately or as soon as practically possible, containing:

- pupil's last known address
- a copy of the cumulative record
- transcript of grades or report card
- health information
- documentation of the expulsion proceeding, including specific facts supporting the expulsion
- student's current educational placement
- copy of parental notice expulsion
- copy of documentation of expulsion 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, the Charter School must provide documentation related to expulsion pursuant to IDEA including conducting a manifestation determination IEP prior to expulsion. If the student is eligible for Section 504 Accommodations, the Charter School must provide evidence that it convened 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 the Charter's failure to implement 504 Plan?

**J. Disciplinary Records**

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the authorizer upon request.

**K. No Right to Appeal**

The pupil shall have no right of appeal from expulsion from the Charter School as the Charter School Board's decision to expel shall be final.

**L. Expelled Pupils/Alternative Education**

Pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

**LAUSD-Specific Language**

**Outcome Data**

CHCS shall maintain all data involving 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 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.

**Readmission**

The 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, the Charter School's governing board shall readmit the pupil, unless the 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. The Charter School is responsible for reinstating the student upon the conclusion of the expulsion period.

**Special Education Students**

In the case of a student who has an Individualized Education Plan ("IEP"), or a student who has a 504 Plan, the Charter School will ensure that it follows the correct disciplinary procedures to comply with the mandates of state and federal laws, including IDEA and Section 504 of the Rehabilitation Act of 1973. As set forth in the MOU regarding special education between the district and the 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 Policies and Procedures Manual. Prior to recommending expulsion for a student with a 504 Plan, the 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?

**Gun Free Schools Act**

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

## **ELEMENT 11: RETIREMENT PROGRAMS**

*Governing Law: 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. Education Code Section 47605(b)(5)(K).*

### **Retirement**

#### **I) STRS**

All full-time certificated employees will participate in the State Teachers' Retirement System (STRS). Employees will contribute the required percentage (currently 8.0% of salary), and Community Harvest Charter School will contribute the employer's portion (currently 8.25%) required by STRS. All withholdings from employees and the charter school will be forwarded to the STRS Fund as required. Employees will accumulate service credit years in the same manner as all other of STRS.

#### **II) PERS**

All Community Harvest Charter School non-certificated employees who are eligible will participate in the Public Employees Retirement System (PERS) and federal social security. Employees will contribute the required percentage as designated by PERS, and Community Harvest Charter School will contribute the employer's portion as required by PERS. All withholdings from employees and the charter school will be forwarded to the PERS Fund as required. Employees will accumulate service credit years in the same manner as all other members of PERS. Social Security payments will be contributed for all qualifying PERS members.

#### **III) OASDI, PARS and Others**

Community Harvest Charter School will participate in OASDI for non-PERS/STRS eligible part-time employees. The Community Harvest Charter School Board of Directors retains the option to consider any other public or private retirement plans, such as the Public Agency Retirement System (PARS), and to coordinate such participation with existing programs as it deems appropriate.

### **Work Basis**

Please see Community Harvest's employee handbook.

### **Benefits**

Please see Community Harvest's employee handbook.

### **Code of Conduct**

Please see Community Harvest's employee handbook.

## **ELEMENT 12: ATTENDANCE ALTERNATIVES**

*Governing Law: The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools. Education Code Section 47605(b)(5)(L).*

Community Harvest Charter School is a school of choice. No student is required to attend, and no person is required to work at the charter school. LAUSD students living within the attendance area of LAUSD who do not desire to attend the charter school may attend another school in LAUSD pursuant to the District's intra- and inter-district transfer policies.

Parents and guardians of each student enrolled in the Charter School will be informed on admissions forms that the students have no right to admission in a particular school of a local education agency as a consequence of enrollment in the Charter School, except to the extent that such a right is extended by the local education agency.

Pupils who choose not to attend the 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: EMPLOYEE RIGHTS**

*Governing Law: 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 of any rights of return to the school district after employment at a charter school. Education Code Section 47605(b)(5)(M).*

No public school district employee shall be required to work at the Charter School. Employees of the District who choose to leave the employment of the District to work at the Charter School will have no automatic rights of return to the District after employment by the Charter School unless specifically granted by the District through a leave of absence or other agreement. Charter School employees shall have any right upon leaving the District to work in the Charter School that the District may specify, any rights of return to employment in a school district after employment in the Charter School that the District may specify, and any other rights upon leaving employment to work in the Charter School that the District determines to be reasonable and not in conflict with any law.

All employees of the Charter School will be considered the exclusive employees of the Charter School and not of the District, unless otherwise mutually agreed in writing. Sick or vacation leave or years of service credit at the District or any other school district will not be transferred to the Charter School. Employment by the Charter School provides no rights of employment at any other entity, including any rights in the case of closure of the Charter School.

Leave and return rights for union-represented employees who accept employment with the Charter School will be administered in accordance with applicable collective bargaining agreements between the employee's union and the District and also in accordance with any applicable judicial rulings.

## ELEMENT 14: DISPUTE RESOLUTION

*Governing Law: The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter. Education Code Section 47605(b)(5)(N).*

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

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

- 1) Any Dispute shall be made 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 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 Notifications shall be addressed as follows:

To Charter School:	Community Harvest Charter School
c/o School Director	5300 Sepulveda Blvd. Sherman Oaks, Ca. 91411

To Director of Charter Schools:	Director of Charter Schools
Los Angeles Unified School District	
333 South Beaudry Avenue, 25 <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 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.

### **Disputes Arising within Community Harvest Charter School**

Disputes arising from within Community Harvest School, including all disputes among and between students, staff, parents, volunteers, advisors, partner organizations, and governing board members of the school will be resolved by the Board of Directors and/or administrative staff. LAUSD will not intervene in any such internal disputes without the consent of the Board of Directors of Community Harvest Charter School, and will refer any complaints or reports regarding such disputes to the Board or administrative staff of Community Harvest Charter School for resolution. LAUSD agrees not to intervene or become involved in the dispute unless the dispute has given the district reasonable cause to believe that a violation of this charter or related laws or agreements has occurred. The Board of Community Harvest Charter School may also request LAUSD to intervene in the dispute.

## **ELEMENT 15: EMPLOYER STATUS AND COLLECTIVE BARGAINING**

*Governing Law: A declaration whether or not the charter school shall be deemed the exclusive public school employer of the employees of the charter school for purposes of the Educational Employment Relations Act (Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code). Education Code Section 47605(b)(5)(O).*

### **Educational Employment Relations Act**

The Charter School is deemed the exclusive public school employer of the employees of the Charter School for the purposes of the Educational Employee Relations Act (“EERA”). As such, Community Harvest Charter School will comply with all provisions of the EERA.

## **ELEMENT 16: PROCEDURES TO BE USED IF THE CHARTER SCHOOL CLOSES**

*Governing Law: 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. Education Code Section 47605(b)(5)(P).*

### **Revocation**

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

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

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

### **Closure Action**

The decision to close the Charter School either by the Charter School governing Board or by the LAUSD Board of Education, 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 Charter School; or the Charter lapses.

### **Closure Procedures**

The procedures for charter school closure are guided by California Education Code sections 47604.32, 47605, 47605.6, and 47607 as well as California Code of Regulations, Title 5 (5CCR), sections 11962 and 11962.1. A closed charter school must designate a responsible entity to conduct closure activities and identify how these activities will be funded. The procedures outlined below are based on “Charter School Closure Requirements and Recommendations (Revised 08/2009)” as posted on the California Department of Education website. References to “Charter School” applies to the Charter School’s nonprofit corporation and/or governing board.

### *Documentation of Closure Action*

The revocation or non-renewal of a charter school must be documented by an official action of the authorizing entity. Notice of a charter school’s closure for any reason must be provided by the

authorizing entity to the California Department of Education (CDE). In addition, the Charter School must send notice of its closure to:

1. Parents or guardians of students. Written notification to parents/guardians/caregivers of the enrolled students of the Charter School will be issued by the Charter School within 72 hours after the determination of a Closure Action and the effective date of closure. A copy of the written notifications to parents is also to be sent to LAUSD within the same time frames.
2. The authorizing entity
3. The county office of education. Written notification to 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. The Charter School shall provide a copy of this correspondence to the ICSD.
4. The special education local plan area in which the Charter School participates. Written notification to the Special Education Local Planning Area (SELPA) in which the Charter School participates of the Closure Action shall be made by the Charter School by registered mail within 72 hours of the decision to Closure Action. The Charter School shall provide a copy of this correspondence to the ICSD.
5. The retirement systems in which the Charter School's employees participate. The Charter School will within fourteen (14) calendar days of closure action contact the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), and the Los Angeles County office of Education and follow their procedures for dissolving contracts and reporting. The Charter School shall provide a copy of this correspondence to the ICSD.
6. The CDE. Written notification to the California Department 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. The Charter School shall provide a copy of this correspondence to the ICSD.

Notice must be received by the CDE within ten calendar days of any official action taken by the chartering authority. Notification of all the parties above must include at least the following:

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

In addition to the four required items above, notification to the CDE must 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 to parents, guardians, and students should also include:

1. Information on how to transfer the student to an appropriate school
2. A certified packet of student information that includes closure notice, a copy of their child'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

The Charter School shall announce the closure to any school districts that may be responsible for providing education services to the former students of the Charter School within 72 hours of the decision to Closure Action. This notice will include a list of returning students and their home schools. Charter school closures should occur at the end of an academic year if it is feasible to maintain a legally compliant program until then. If a conversion charter school is reverting to non-charter status, notification of this change should be made to all parties listed in this section.

#### *School and Student Records Retention and Transfer*

The Charter School shall observe the following in the transfer and maintenance of school and student records:

1. The Charter School will provide the District with original cumulative files pursuant to District policy and applicable handbook(s) regarding cumulative records for secondary and elementary schools for all students both active and inactive at the Charter School. Transfer of the complete and organized original student records to the District will occur within seven calendar days of the effective date of closure.
2. 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.
3. The Charter School will prepare an electronic master list of all students to the Innovation and Charter Schools Division. This list will include the student's identification number, Statewide Student Identifier (SSID), birthdate, grade, full name, address, home school, 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 that each student is transferring to, if known. This electronic master list will be delivered in the form of a CD.
4. The original cumulative files should be organized for delivery to the District in two categories: active students and inactive students. The ICSD will coordinate with the Charter School for the delivery and/or pickup of the student records.
5. The Charter School must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.
6. The Charter School will provide to the ICSD a copy of student attendance records, teacher grade books, school payroll records, and Title I records (if applicable). Submission of personnel records must include any employee records the Charter School has. These include, but are not limited to, records related to performance and grievance.
7. All records are to be boxed and 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 if it is aware of any liabilities the Charter School owes the state. These may include overpayment of apportionments, unpaid revolving fund loans or grants, or other 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 Charter School received state funding for which it was not eligible.

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

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

This audit may serve as the Charter School's annual audit.

The financial closeout audit of the Charter School will be paid for by the 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 the Charter School will be the responsibility of the Charter School and not LAUSD. The Charter School understands and acknowledges that the Charter School will cover the outstanding debts or liabilities of the Charter School. Any unused monies at the time of the audit will be returned to the appropriate funding source. The Charter School understands and acknowledges that only unrestricted funds will be used to pay creditors. Any unused AB 602 funds will be returned to the District SELPA or the SELPA in which the Charter School participates, and other categorical funds will be returned to the source of funds.

The Charter School shall ensure the completion and filing of any annual reports required. This includes:

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 the 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 determine the disposition of all liabilities of the Charter School. Charter school closure procedures must also ensure disposal 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 the Charter School is operated by a nonprofit corporation, and if 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 Charter.

For six (6) 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 Charter School and student transfers.

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

The Charter School shall provide LAUSD within fourteen (14) calendar days of closure action prior written notice of any outstanding payments to staff and the method by which the Charter School will make the payments.

Prior to final closure, the Charter School shall do all of the following on behalf of the Charter School's employees, and anything else required by applicable law:

- 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 the Federal Notice of Discontinuance with the Department of Treasury (Treasury Form 63).
- c. Make final federal tax payments (employee taxes, etc.)
- d. File the final withholding tax return (Treasury Form 165).
- e. File the 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 the Charter School's right to operate as a Charter School or cause the Charter School to cease operation. The 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 the 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**

Charter School Location: 5300 Sepulveda Blvd. Sherman Oaks, Ca. 91411

Names of District school sites near proposed location: Sylvan Park Elementary School, Kester Avenue Elementary School, Van Nuys Elementary School, Van Nuys Middle School, Van Nuys Senior High School.

The site is located within the boundaries of LAUSD.

*District-Owned Facilities:* If the 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, the 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 the Charter School will occupy and use any LAUSD facilities, the Charter School shall execute an agreement provided by LAUSD for the use of LAUSD facilities prior to occupancy and commencing use.

The 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 the Charter School from conducting its educational programs. If the Charter School will share the use of LAUSD facilities with other LAUSD user groups, the 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. The 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 petition and incidental related uses. LAUSD shall have the right to inspect LAUSD facilities upon reasonable notice to the Charter School.
- Furnishings and Equipment. LAUSD shall retain ownership of any furnishings and equipment, including technology, ("F&E") that it provides to the Charter School for use. The 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 the 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.
  - Pro Rata Share. LAUSD shall collect and the 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

- Taxes; Assessments. Generally, the Charter School shall pay any assessment or fee imposed upon or levied on the LAUSD facilities that it is occupying or the Charter School's legal or equitable interest created by the use agreement.
- Maintenance & Operations Services. In the event LAUSD agrees to allow the 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 the Charter School.
  - Co-Location. If the 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 the 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.
  - Sole Occupant. If Charter School is a sole occupant of LAUSD facilities, LAUSD shall allow the 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 the 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, the Charter School shall satisfy those requirements to participate in LAUSD's property insurance or, if the Charter School is the sole occupant of LAUSD facilities, obtain and maintain separate property insurance for the LAUSD facilities. The Charter School shall not have the option of obtaining and maintaining separate property insurance for the LAUSD facility IF Charter School is collocating or sharing the LAUSD facility with another user.

**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. The 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 issued by the applicable permitting agency, allowing the petitioner to use and occupy the site. The Charter School may not open without providing a copy of the Certificate of Occupancy for the designated use of the facility. If the Charter School moves or expands to another facility during the term of this charter, the Charter School shall provide a Certificate of Occupancy to the

District for each facility before the Charter 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.

Health & Safety: The Charter 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](http://www.laschools.org/employee/mo/ipm).

**Asbestos Management:** The Charter School will 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.

## OTHER OPERATIONAL ISSUES

### A. Budget and Financial Reporting

*Governing Law:* “The petitioner or petitioners shall also be required to provide financial statements that include a proposed first year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation.” Education Code Section 47605(g).

Attached, as Appendix A, please find the following documents:

- A projected three year budget including financial projections
- Budget assumptions

These documents are based upon the best data available to the Petitioners at this time.

The Charter School shall provide reports to the District as follows, and may provide additional fiscal reports as requested by the District:

1. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code 47605(g) will satisfy this requirement.
2. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of the Charter School’s annual, independent financial audit report for the preceding fiscal year shall be delivered to the District, State Controller, State Department of Education and County Superintendent of Schools.
3. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
4. By September 15, a final unaudited report for the full prior year. The report submitted to the District shall include an annual statement of all the Charter School’s receipts and expenditures for the preceding fiscal year.

### B. Administrative Services

*Governing Law:* “The manner in which administrative services of the school are to be provided.” Education Code Section 47605(g).

It is anticipated that the Charter School will provide or procure most of its own administrative services including, but not limited to, financial management, personnel, and instructional program development either through its own staff or through an appropriately qualified third-party contractor. The Charter School may be interested in discussing the possibility of purchasing administrative services from the District. If the District is interested, the specific terms and cost for these services will be the subject of an annual memorandum of understanding between the Charter School and the District and subject to District availability and willingness to provide such services.

### **C. Facilities**

*Governing Law: "The facilities to be utilized by the school. The description of the facilities to be used by the charter school shall specify where the school intends to locate." Education Code Section 47605(g).*

**Community Harvest Charter School is located at 5300 Sepulveda Blvd., Sherman Oaks, CA 91411. The facility is primarily comprised of 15 classrooms, a computer lab, main office/administrative offices, special education resource office, and an outdoor recreation area.**

### **D. Renewal Process/Timeline**

The Charter School will comply with Education Code Sections 47607 and 47605 and any applicable District policy or procedure regarding the charter renewal process and timeline.

### **LIABILITY IMPACT ON DISTRICT**

*Governing Law: Potential civil liability effects, if any, upon the school and upon the District. Education Code Section 47605(g).*

The Charter School shall be operated as a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(c), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. The Charter School shall work diligently to assist the District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other District-requested protocol to ensure the District shall not be liable for the operation of the Charter School.

Further, the Charter School and the District shall enter into a memorandum of understanding, wherein the Charter School shall indemnify the District for the actions of the Charter School under this charter.

The corporate bylaws of the Charter School shall provide for indemnification of the Charter School's Board, officers, agents, and employees, and the Charter School will purchase general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts will be determined by recommendation of the District and the Charter School's insurance company for schools of similar size, location, and student population. The District shall be named an additional insured on the general liability insurance of the Charter School.

The Charter School Board will institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

**Conclusion**

By approving this charter, the District will be fulfilling the intent of the Charter Schools Act of 1992 to improve pupil learning; create new professional opportunities for teachers; and provide parents and pupils with expanded choices in education and following the directive of law to encourage the creation of charter schools. The Petitioners are eager to work independently, yet cooperatively with the District to establish the highest bar for what a charter school can and should be. To this end, the Petitioners pledge to work cooperatively with the District to answer any concerns over this document and to present the District with the strongest possible proposal requesting a five year term from July 1, 2012 through June 30, 2017.