

- 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.
 - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including acts one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
 - 2) "Electronic Act" means the transmission by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other

wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- i. A message, text, sound, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- 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 Director 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 Director or designee's concurrence.

3. Discretionary Expellable Offenses: Students may be recommended for expulsion 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 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 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.

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 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
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 - i. A message, text, sound, or image.
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 - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.

- (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- 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 Director or designee's concurrence.

4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion 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 Director 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 Director or the Director's 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 Director or designee.

The conference may be omitted if the Director 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 Director or Director's 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 Director 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 Charter School Board following a hearing before it or by the Charter School 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 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 Director 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 (complying with all pupil confidentiality rules under FERPA) 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 Charter 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

The Charter School 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 that shall be examined only by the Charter School 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 entity conducting the expulsion 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 entity 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 entity 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 entity 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 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. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel 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 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 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 Director or designee, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The Director or designee shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

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.

M. Rehabilitation Plans

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the 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.

N. Readmission

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Director or designee and the pupil and guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Director or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The pupil's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission.

O. Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities

1. Notification of District

The Charter School shall immediately notify the District and coordinate the procedures in this policy with the District of the discipline of any student with a disability or student who the Charter School or District would be deemed to have knowledge that the student had a disability.

2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the

goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment or functional analysis, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment or a functional analysis assessment, and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with

disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and the Charter School agree otherwise.

5. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEIA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent has requested an evaluation of the child.
- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEIA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge of that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

ELEMENT ELEVEN: RETIREMENT SYSTEMS

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. -California Education Code Section 47605 (b)(5)(K)*

The Charter School will structure its employee compensation plan in a manner that will attract candidates with the necessary skills and experience. Credentialed Charter School employees shall participate in the California State Teachers' Retirement System (STRS). Non-credentialed employees shall participate in federal Social Security. The Director of Operations is responsible for ensuring that appropriate arrangements for coverage are made.

ELEMENT TWELVE: PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

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

No student may be required to attend the Charter School. Students who reside within the District who choose not to attend the Charter School may attend school within the District according to District policy or at another school district or school within the District through the District's intra and inter-district 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 or program 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.

ELEMENT THIRTEEN: EMPLOYEE RETURN 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-California Education Code Section 47605 (b)(5)(M)

No non-charter 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.

ELEMENT FOURTEEN: 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-California Education Code Section 47605 (b)(5)(N)

The intent of this dispute resolution process is to (1) resolve disputes within the school pursuant to the school's policies, (2) minimize the oversight burden on the District, (3) insure a fair and timely resolution of disputes, and (4) frame a charter oversight and renewal process and timeline so as to avoid disputes regarding oversight and renewal matters.

The members of the Board of Directors and the staff of Inspire Charter School and the District agree to resolve all disputes regarding the charter school including disputes related to provisions of the charter and including disputes between the charter school and the Board of Trustees of the District pursuant to the terms of this section. Both shall refrain from public commentary regarding any disputes until the matter has progressed through the dispute resolution process, with the exception of public board meetings as needed to conform with the Brown Act.

Disputes arising from within the school, including all disputes among and between students, staff, parents, volunteers, advisors, and partner organizations and Board of Directors of the school, shall be resolved by Inspire Charter School and the Board of Directors pursuant to policies and procedures developed Inspire Charter School Board of Directors.

The District shall not intervene in any such internal disputes without the consent of the Board of Directors of Inspire Charter School and shall refer any complaints or reports regarding such disputes to the chairperson of the Board of Directors or the Principal of the charter school for resolution pursuant to the charter school's policies.

The 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, or unless the Board of Directors of Inspire Charter School has requested the District to intervene in the dispute.

Disputes between the Charter School and the District

In the event that the charter school and the District have disputes regarding the terms of this charter or any other issue regarding the charter school, both parties agree to follow the process outlined below. However, this dispute resolution process will not apply to those issues that may lead to revocation of the charter petition as outlined in EC 47607(c) unless the District chooses to have this process apply.

In the event of a dispute between the school and the District, the staff and Board of

Directors members of the school and District agree to first frame the issue in written format and refer the issue to the District Superintendent, or his/her designee, and the charter school Headmaster. In the event that the District Superintendent believes that the dispute relates to an issue that could lead to revocation of the charter, this shall be specifically noted in the written dispute statement.

The Inspire Charter School Principal and the District Superintendent shall informally meet and confer in a timely fashion to attempt to resolve the dispute. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two board members from their respective boards who shall jointly meet with the Superintendent of the District and the Principal of Inspire Charter School and attempt to resolve the dispute. If this joint meeting fails to resolve the dispute, the Superintendent and the Principal shall jointly identify a neutral, third party mediator by mutual agreement. The format of the mediation session shall be developed jointly.

The Superintendent and Principal shall incorporate informal rules of evidence and procedure into the mediation format unless both parties agree otherwise. The charter school and the school District shall each bear its own costs incurred as a result of its compliance with this dispute resolution process. If the mediation is not successful, then the parties agree to resolve the Dispute by binding arbitration conducted by a single arbitrator.

ELEMENT FIFTEEN: PUBLIC SCHOOL EMPLOYER

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 the purposes of the Educational Employment Relations Act.-California Education Code Section 47605 (b)(5)(0)

The Charter School shall be deemed the exclusive public school employer of the Charter School employees for purposes of the Educational Employment Relations Act ("EERA"). The Charter School shall comply with the EERA.

ELEMENT SIXTEEN: CLOSURE PROCEDURES

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))

Closure of the Charter School will be documented by official action of the Board of Directors. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities.

The Board of Directors will promptly notify parents and students of the Charter School, the District, the Los Angeles County Office of Education, the Charter School's SELPA, the retirement systems in which the Charter School's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils' school districts of residence; and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

The Board will ensure that the notification to the parents and students of the Charter School of the closure provides information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the Board's decision to close the Charter School.

The Board will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which they will provide to the entity responsible for closure-related activities.

As applicable, the Charter School will provide parents, students and the District with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g. The Charter School will ask the District to store original records of Charter School students. All records of the Charter School shall be transferred to the District upon Charter School closure. If the District will not or cannot store the records, the Charter School shall work with the County Office of Education to determine a suitable alternative location for storage.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as reasonably practical, the Charter School will prepare final financial records. The Charter School will also have an independent audit completed within six months after closure. The Charter School will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by the Charter School and will be provided to the District promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to the Charter School.

The Charter School will complete and file any annual reports required pursuant to Education Code section 47604.33.

On closure of the Charter School, all assets of the Charter School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending the Charter School, remain the sole property of the Charter School and upon the dissolution of the non-profit public benefit corporation shall be distributed in accordance with the Articles of Incorporation. Any assets acquired from the District or District property will be promptly returned upon Charter School closure to the District. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, the Charter School shall remain solely responsible for all liabilities arising from the operation of the Charter School.

As the Charter School is operated by a non-profit public benefit corporation, should the corporation dissolve with the closure of the Charter School, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

The Charter School will utilize the school's budgeted reserve fund to undertake any expenses associated with the closure procedures identified above.

MISCELLANEOUS PROVISIONS

Budgets

Budgets and Cash Flow

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 J, please find the following documents:

1. Five Year Budget
2. Three Year Cash Flow
3. Budget/Revenue Assumptions

Financial Reporting

The Charter School shall provide reports to District and the County Superintendent of Schools in accordance with Education Code Section 47604.33 as follows and shall provide additional fiscal reports as requested by the District or County Superintendent of Schools:

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 July 1, an annual update required pursuant to Section 47606.5
3. 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.
4. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
5. By September 15, a final non-audited report from 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.

The school's contracted business back office services provider shall provide a monthly report of the Charter School's current and projected financial viability to the Inspire Charter Schools Board of Directors. These reports shall, at a minimum, have the same format and content as the legally required Interim Reports identified above.

The Charter School shall acquire and finance general liability, workers compensation, and other necessary insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance using recommendations from the District insurers. The District Board of Education shall be named as an additional insured on all policies of the Charter School. Prior to opening, the Charter School shall provide evidence of the above insurance coverage to the District.

The District shall not be required to provide coverage to Inspire Charter School under any of the District's self-insured programs or commercial insurance policies. The charter school shall secure and maintain, as a minimum, insurance as set forth below to protect Inspire Charter School from claims that may arise from its operations. The Charter School shall maintain the following insurance policies:

- Workers' Compensation Insurance in accordance with provisions of the California Labor Code, adequate to protect Inspire Charter School from claims under Workers' Compensation Acts, which may arise from its operations.
- General Liability, including Fire Legal Liability, Comprehensive Bodily Injury, and Property Damage Liability for combined single limit coverage of not less than \$2,000,000 for each occurrence. The policy shall be endorsed to name the Anaheim City School District and the Board of Education of Acton-Agua Dulce Unified School District as additional insured's. 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.
- Fidelity Bond coverage shall be maintained by Inspire 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. Professional Educators Errors and Omissions liability coverage with minimum limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
- 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.
- Employment Practices Legal Liability coverage with limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.

INSURANCE CERTIFICATES

Inspire Charter School shall maintain on file certificates signed by an authorized representative 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. Inspire Charter School shall furnish to the District's Office of Risk Management within 30 days of all new policies inceptions, renewals or changes, certificates of insurance signed by authorized representatives of the insurance carrier. Facsimile or reproduced signatures may be acceptable if indicated by the District. The District reserves the right to require complete certified copies of the required insurance policies.

Administrative Services

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

The Principal and Director of Operations will assume the lead responsibility for administering the Charter School under the policies adopted by the Charter School's Board of Directors. The Charter School will contract with an appropriate third-party for all "back-office" administrative services, including but not limited to financial management, personnel, and instructional program development. Initially, the Charter School intends to utilize CSMC to provide financial management, accounting, and payroll services. Its experience is described in the section on consultants, above. CSMC shall assist the Charter School Board by providing budget development, implementation of the adopted budget, and monitoring expenses to ensure that the Charter School Board remains informed about the continuing fiscal solvency of the Charter School.

Facilities

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

The Charter School will locate an administrative office/meeting space within the District attendance boundaries. Further, the school may operate one or more learning centers in Los Angeles or adjacent counties (as long as the terms of Education Code Section 47605.1(c) are met) for student access and completion of assignments, teacher meetings, and testing.

CIVIL LIABILITY IMPACT

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 by 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.

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 Acton-Agua Dulce Unified School District will be fulfilling the intent of the Charter Schools Act of 1992 to:

- (a) Improve pupil learning.
- (b) Increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving.
- (c) Encourage the use of different and innovative teaching methods.
- (d) Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.
- (e) Provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system.
- (f) Hold the schools established under this part accountable for meeting measurable pupil outcomes, and provide the schools with a method to change from rule-based to performance-based accountability systems.

The Petitioners are eager to work independently, yet cooperatively with the District to set the highest standard for what a charter school should and can 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 for approval. Inspire Charter School shall be considered approved as of the date of charter approval. The term of the charter shall be from July 1, 2014 through June 30, 2019.

The standards and criteria in Education Code Sections 47605 and 47607 shall govern renewal of the charter as applicable.

Appendix A

INDEPENDENT STUDY POLICY

The Charter School may offer independent study to meet the educational needs of pupils enrolled in the charter school. Independent study is an alternative education designed to teach the knowledge and skills of the core curriculum. The Charter School shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully. The following written policies have been adopted by the Board for implementation at the Charter School:

1. For pupils in all grade levels offered by the School, The maximum length of time that may elapse between the time an assignment is made and the date by which the pupil must complete the assigned work shall be twenty (20) school days.
2. A pupil may miss one (1) assignment during any period of twenty (20) school days before an evaluation is conducted to determine whether it is in the best interests of the pupil to remain in independent study. Therefore, whether any pupil fails to complete two (2) assignments during any period of twenty (20) school days, the Principal or his or her designee shall conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study. A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. This record shall be maintained for a period of three years from the date of the evaluation and if the pupil transfers to another California public school, the record shall be forwarded to that school.
3. A current written agreement shall be on file for each independent study pupil, including but not limited to, all of the following:
 - The manner, time, frequency, and place for submitting a pupil's assignments and for reporting his or her progress.
 - The objectives and methods of study for the pupil's work, and the methods utilized, to evaluate that work.
 - The specific resources, including materials and personnel, which will be made available to the pupil.
 - A statement of the policies adopted herein regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, and the number of missed assignments allowed prior to an evaluation of whether or not the pupil should be allowed to continue in independent study.
 - The duration of the independent study agreement, including beginning and ending dates for the pupil's participation in independent study under the agreement. No

independent study agreement shall be valid for any period longer than one Semester, or one half year for a school on a year-round calendar.

- A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.
 - The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class or program pursuant to Education Code Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.
 - Each written agreement shall be signed prior to the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or care giver, if the pupil is under 18 years of age, the certificated employee who has been designated as having responsibility or the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of the Family Code.
4. The Charter School shall comply with the Education Code Sections 51745 through 51749.3 and the provision of the Charter School's Act and the State Board of Education regulation adopted there under.
 5. The Directors shall establish regulations implement these policies in accordance with the law.

IDENTIFICATION EVALUATION AND EDUCATION UNDER SECTION 504

A. Definitions

1. **Academic Setting** -the regular, educational environment operated by the Inspire Charter School.
2. **Individual with a Disability under Section 504** - An individual who:
 - a. has a physical or mental impairment that substantially limits one or more major life activities;
 - b. has a record of such an impairment; or
 - c. is regarded as having such an impairment.
3. **Evaluation** - procedures used to determine whether a student has a disability as defined within, and the nature and extent of the services that the student needs. The term means a procedure used selectively with an individual student and does not include basic tests administered to, or procedures used with, all students in a school, grade or class.
4. **504 Plan** - is a plan developed to identify and document the student's needs for regular or special education and related aids and services for participation in educational, activities, and school sponsored events.
5. **Free Appropriate Public Education ("FAPE")** - the provision of regular or special education and related aids and services that are designed to meet the individual needs of persons with disabilities as adequately as the needs of persons without disabilities are met.
6. **Major Life Activities** - Functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
7. **Physical or Mental Impairment** -
 - a. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory; including speech organs; cardiovascular; reproductive; digestive; genitor-urinary; hemic and lymphatic; skin; and endocrine; or
 - b. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.
8. **504 Coordinator** -Principal, _____, shall serve as Inspire Charter's Section 504 coordinator. The parents or guardians may request a Section 504 due process hearing from, or direct any questions or concerns to the 504 Coordinator at [NUMBER].

B. Referral, Assessment and Evaluation Procedures

1. Inspire Charter School will evaluate any student who, because of disability, needs or is believed to need regular or special education and/or related aids and
2. A student may be referred by anyone, including a parent/guardian, teacher, and other school employee or community agency, for consideration as to whether the student qualifies as a student with disabilities, under Section 504. Requests for evaluation shall be made in writing, and a copy of said request will remain in the student's file regardless of the final determination. This referral should be made to the Section 504 Coordinator who will convene a 504 Team. Any requests made to another Inspire Charter School employee will be forwarded to the Section 504 Coordinator.
3. Inspire Charter School has the responsibility to ensure that students with disabilities are evaluated. Therefore, it is important that students who are or may be disabled are referred to the Section 504 Coordinator so that the assessment process is initiated.
4. The 504 team convened by the Section 504 Coordinator will be composed of the student's parent/guardian and other persons knowledgeable about the student (such as the student's regular education teachers), the student's school history, the student's individual needs (such as a person knowledgeable about the student's disabling condition), the meaning of evaluation data, the options for placement and services, and the legal requirements for least restrictive environment and comparable facilities.
5. The 504 Team shall promptly consider the referral and determine what assessments are needed in all suspected areas of disability to evaluate whether the student is a student with a disability under Section 504 and what special needs the student may have. The decision regarding what assessments shall be undertaken shall be based on a review of the student's school records (including academic, social and behavioral records), any relevant medical records, and the student's needs. Students requiring assessment shall be provided appropriate assessments administered by qualified assessment specialists.
6. The 504 Team will consider the following information in its evaluation of the student:
 - a. Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel;
 - b. 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; and

- c. Tests are selected and administered so as best 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 (except where those skills are the factors that the test purports to measure.)
7. The evaluation of the student must be sufficient for the 504 Team to accurately and completely describe: (a) the nature and extent of the disabilities; (b) the student's special needs; (c) the impact upon the student's education; and (d) what regular or special education and/or related aids and services are appropriate to ensure that the student receives a free appropriate public education. All significant factors relating to the learning process for that student, including adaptive behavior and cultural and language background, must be considered. The evaluation may include, but is not limited to, classroom and playground observation, performance-based testing, academic assessment information, and data offered by the student's teachers and parent/guardian.
8. The parents/guardian shall be given an opportunity in advance of 504 Team meetings to examine assessment results and all other relevant records.
9. If a request for evaluation is denied, the 504 Team shall inform the parents/guardians in writing of this decision and of their procedural rights as described below.

C. 504 Plan

1. When a student is identified as disabled within the meaning of Section 504, the 504 Team shall determine what, if any, services are needed to ensure that the student receives a free, appropriate public education ("FAPE").
2. The 504 Team responsible for making the placement decision shall include the parents/ guardians and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options.
3. For each identified disabled student, the 504 Team will develop a 504 Plan describing the student's disability and the regular or special education and/or related aids and services needed. The Plan will specify how the special education and/or related aids and services will be provided to the disabled student and by whom. The 504 Plan will also identify the person responsible for ensuring that all the components of the Plan are implemented.
4. The student's teacher and any other staff who are to provide services to the student or who are to make modifications in the classroom for the student shall be informed of the services or modifications necessary, for the student and, if appropriate,

provided a copy of the 504 Plan. A copy of this plan shall be kept in the student's cumulative file in a manner that limits access to those persons involved in the 504 process and/or the provision of services and modifications.

5. The disabled student shall be placed in the regular education environment unless it is demonstrated that the student's needs cannot be met in the regular education environment with supplementary aids and services. The disabled student shall be educated with students who are not disabled to the maximum extent appropriate to his/her individual needs.
6. The referral, assessment,; evaluation and placement process will be completed within a reasonable time. It is, generally not reasonable to exceed 50 school days in completing this process.
7. The parents/guardians shall be notified in writing of the final decision concerning the student's identification as a person with disabilities, the educational program and services to be provided, if any, and of the Section 504 procedural safeguards, as described below, including the right to an impartial hearing to challenge the decision.
8. If the 504 Team determines that the student is disabled but that no special services are necessary for the student, the 504 Plan shall reflect the identification of the student as a disabled person under Section 504 and shall state the basis for the decision that special services are presently needed.
9. The 504 Plans all include a schedule for annual review of the student's needs and indicate that this review may occur more frequently at the request of the parent/guardian or school staff.

D. Review of the Student's Progress

1. The 504 Team shall monitor the progress of the disabled student and the effectiveness of the students' 504 Plan. According to the review schedule set out in the students' 504 Plan, the 504 Team shall annually determine whether the services and modifications are appropriate.
2. A reevaluation of the student's needs shall be conducted before any subsequent significant change in placement.

E. Procedural Safeguards

1. Parents/guardians shall be notified in writing of all decisions regarding the identification, evaluation or educational placement of students with disabilities or suspected disabilities. Notifications shall include a statement of their rights to:

- Examine relevant records
 - Have an impartial hearing with an opportunity for participation by the parents/guardians and their counsel
 - Have the right to file a Uniform Complaint pursuant to school policy
 - Seek review in federal court; if the parents/guardians disagree with the hearing decision.
2. Notifications shall also set forth the procedures for requesting an impartial hearing. Requests shall be made to _____, 504 Coordinator c/o Inspire Charter School [ADDRESS]. Notifications shall advise that reimbursement for attorneys is available only as authorized by law.
 3. The Principal shall maintain a list of impartial hearing officers who are qualified and willing to conduct Section 504 hearings. To ensure impartiality, such officers shall not be employed by or under contract with any district within Acton-Agua Dulce Unified School District SELPA or the County Office of Education in any capacity other than that of hearing officer and shall not have any professional or personal involvement that would affect impartiality or objectivity in the matter.
 4. If a parent\guardian disagrees with the identification, evaluation or educational placement of a student with disabilities under Section 504, he/she may request a hearing to initiate due process procedures. The parent/guardian shall set forth in writing his/her request for a hearing. A request for hearing should include:
 - The specific decision or action with which the parent/guardian disagrees.
 - The changes to the 504 Plan the parent/guardian seeks.
 - Any other information the parent/guardian believes is pertinent.
 5. Within 5 calendar days of receiving the parent/guardian's request for a hearing, Inspire Charter School may offer the parent/guardian an optional alternative dispute resolution process. However, the timeline for the hearing shall remain in effect unless it is extended by mutual written agreement of the parent/guardian Inspire Charter School. Alternative dispute resolution options include:
 - Mediation by a neutral third party.
 - Review of the 504 Plan by the Director or designee.
 6. Within 10 calendar days of receiving the parent/guardian's request, the Principal or designee shall select an impartial hearing officer. This 10-day period may be extended for good cause or by mutual agreement of the parent/guardian and Director.
 7. Within 35 calendar days of the selection of the hearing officer, the due process hearing shall be conducted. This 35-day period may be extended for good cause or by mutual agreement of the parent/guardian and Director.

8. The parent/guardian and Inspire Charter School shall be afforded the rights to:
 - Be accompanied and advised by counsel and by individuals with special knowledge or training related to the individual needs of students who are qualified as disabled Section 504.
 - Present written and oral evidence.
 - Question and cross-examine witnesses
 - Receive written findings by the hearing officer.
9. The hearing officer shall issue a written decision within 10 calendar days of the hearing.
10. If desired, either party may seek a review of the hearing officer's decision by a federal court. The decision shall be implemented unless the decision is stayed, modified or overturned by a court.

PARENT/STUDENT RIGHTS IN IDENTIFICATION, EVALUATION, ACCOMMODATION AND PLACEMENT

(Section 504 of the Rehabilitation Act of 1973)

The following is a description of the rights granted by federal law to students with disabilities. The intent of the law is to keep you fully informed concerning decisions about your child and to inform you of your rights if you disagree with any of these decisions. Please keep this explanation for future reference.

You have the right to:

1. Have your child take part in and receive benefits from public education programs without discrimination because of his/her disabling condition.
2. Have Inspire Charter School advise you of your rights under federal law.
3. Receive notice with respect to Section 504 identification, evaluation and/or placement of your child.
4. Have your child receive a free appropriate public education. This includes the right to be educated with non-disabled students to the maximum extent appropriate. It also includes the right to have Inspire Charter School make reasonable accommodations to allow your child an equal opportunity to participate in school and school-related activities.
5. Have your child educated in facilities and receive services comparable to those provided to nondisabled students.
6. Have your child receive exceptional education and related services if he/she is found to be eligible under the Individuals with Disabilities Education Act (IDEA) [20 U.S.C. Chapter 33, P.L. 101-4761].
7. Have an evaluation, educational recommendation and placement decision developed by a team of persons who are knowledgeable of the student, the assessment data, and any placement options.
8. Have your child be given an equal opportunity to participate in non-academic and extracurricular activities offered by Inspire Charter School.
9. Examine all relevant records relating to decisions regarding your child's Section 504 identification, evaluation, educational program, and placement.
10. Obtain copies of educational records at a reasonable cost unless the fee would effectively deny you access to the records.
11. Obtain a response from Inspire Charter School to reasonable requests for explanations and interpretations of your child's records.
12. Request amendment of your child's educational records if there is reasonable cause to believe they are inaccurate, misleading or otherwise in violation of the privacy rights of your child. If Inspire Charter School refuses this request for an amendment, Inspire Charter School shall notify you within a reasonable time and advise you of your right to an impartial hearing.
13. Request mediation or file a grievance in accordance with Inspire Charter Schools Section 504 mediation grievance and hearing procedures.

14. Request an impartial hearing regarding the Section 504 identification, evaluation, or placement of your child. You and the student may take part in the hearing and have an attorney represent you.
15. File a formal complaint pursuant to the Uniform Complaint Policy and Procedures.
16. File a formal complaint with the U.S. Department of Education.

Office for Civil Rights, Region IX
50 Beale Street, Suite 7200
San Francisco, CA 94105
(415) 486-5555

Please contact _____, 504 Coordinator, c/o Inspire Charter School, [ADDRESS] with any questions regarding the information contained herein.

EVALUATION AND EDUCATION UNDER SECTION 504

The Board of Directors of the Inspire Charter School recognizes the need to identify and evaluate students with disabilities in order to provide them a free appropriate public education and its legal responsibility to ensure that "no qualified person with a disability shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or a activity receiving Federal financial assistance." This policy and the related administrative regulation has been developed to ensure the implementation of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), and it's implementing regulations as amended, which pertain to public schools. The intent is to ensure that all students with disabilities, who are eligible under Section 504, are identified and evaluated and have access to a free, appropriate public education ("FAPE").

Under Section 504, individuals with physical or mental impairments that substantially limit one or more major life activities, including learning, are entitled to receive regular or special education and/or related aids and services design to meet their individual needs as adequately as the needs of nondisabled students are met. Students may be disabled and entitled to services Section 504 even though they are not eligible for services pursuant to the Individuals with Disabilities Act Improvement Act of 2004 (IDEA). The identification, evaluation and education of students eligible for services under IDEA is addressed under the policies and procedures of the Charter School.

The Principal shall ensure that this policy and set of procedures is implemented and followed. Whenever there is reason to believe that, because of a disability, a student needs regular or special education and/or related aids and services (and the student has not been found eligible under IDEA) that student will be evaluated under this policy's administrative regulations.

A Section 504 Team will be convened to determine the student's need for regular or special education and/or related aids and services. The 504 Team will include persons knowledgeable about the Section 504 standards, the student's individual needs and school history, the meaning of evaluation data, and placement options. The student's parent/guardian shall be invited to participate in this 504 Team and shall receive notice of procedural safeguards guaranteed by law.

If Inspire Charter School does not assess a student after a parent has requested an assessment, Inspire Charter School shall provide notice of the parent's/guardian's procedural safeguards.

If the student, due to disability, is found to require regular or special education and/or related aids and services under Section 504, the Section 504 Team shall develop a 504 plan for the provision of such services to the student. The student shall be educated with nondisabled students to the maximum extent appropriate to the student's individual needs. The student's parent/guardian shall be provided a copy of the 504 plan and shall receive notice of procedural safeguards guaranteed by law. Inspire Charter School shall periodically review the student's progress and placement.

Inspire Charter School will implement this policy through its corresponding Procedure,

Appendix C

ARTICLES OF INCORPORATION OF INSPIRE CHARTER SCHOOLS

I.

The name of the corporation shall be **Inspire Charter Schools**.

FILED *Sp/Am*
Secretary of State
State of California
AUG 12 2013

II.

1 CC

This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes. The specific purposes for which this corporation is organized are to manage, operate, guide, direct and promote one or more California public schools.

The Corporation is organized and operated exclusively for educational and charitable purposes pursuant to and within the meaning of Section 501(c)(3) of the Internal Revenue Code or the corresponding provision of any future United States Internal Revenue Law. Notwithstanding any other provision of these articles, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation. The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

III.

The name and address in the State of California of this corporation's initial agent for service of process is:

Herbert Nichols
23638 Lyons Avenue #110
Newhall, CA 91321

IV.

This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3), Internal Revenue Code.

No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not

participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

Subject to the provisions of the nonprofit public benefit provisions of the Nonprofit Corporation Law of the State of California, and any limitations in the articles or bylaws relating to action to be approved by the members or by a majority of all members, if any, the activities and affairs of this Corporation shall be conducted and all the powers shall be exercised by or under the direction of the board of directors.

The number of directors shall be as provided for in the bylaws. The bylaws shall prescribe the qualifications, mode of election, and term of office of directors.

V.

The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation that is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501(c)(3), Internal Revenue Code.

VI.

The initial street address and initial mailing address of the Corporation is:

23638 Lyons Avenue #110
Newhall, CA 91321

Date:

8-12-13


Herbert Nichols, Incorporator



I hereby certify that the foregoing
transcript of page(s)
is a full true and correct copy of the
original record in the custody of the
California Secretary of State's office.

AUG 13 2013

DATE

Debra Bowen

DEBRA BOWEN, Secretary of State

BYLAWS
OF
INSPIRE CHARTER SCHOOLS
(A California Nonprofit Public Benefit Corporation)

ARTICLE I
NAME

Section 1. NAME. The name of this corporation is Inspire Charter Schools.

ARTICLE II
PRINCIPAL OFFICE OF THE CORPORATION

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of this corporation is 23638 Lyons Avenue #110, Newhall, State of California. The Board of Directors may change the location of the principal office. Any such change of location must be noted by the Secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

Section 2. OTHER OFFICES OF THE CORPORATION. The Board of Directors may at any time establish branch or subordinate offices at any place within Southern California.

ARTICLE III
GENERAL AND SPECIFIC PURPOSES; LIMITATIONS

Section 1. GENERAL AND SPECIFIC PURPOSES. The purpose of this corporation is to manage, operate, guide, direct and promote one or more California public charter schools. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE IV
CONSTRUCTION AND DEFINITIONS

Section 1. CONSTRUCTION AND DEFINITIONS. Unless the context indicates otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of

the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term “person” includes both a legal entity and a natural person.

ARTICLE V DEDICATION OF ASSETS

Section 1. DEDICATION OF ASSETS. This corporation’s assets are irrevocably dedicated to public benefit purposes as set forth in the Corporation’s charters. No part of the net earnings, properties, or assets of the corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3).

ARTICLE VI CORPORATIONS WITHOUT MEMBERS

Section 1. CORPORATIONS WITHOUT MEMBERS. This corporation shall have no voting members within the meaning of the Nonprofit Corporation Law. The corporation’s Board of Directors may, in its discretion, admit individuals to one or more classes of nonvoting members; the class or classes shall have such rights and obligations as the Board of Directors finds appropriate.

ARTICLE VII BOARD OF DIRECTORS

Section 1. GENERAL POWERS. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the corporation’s activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors (“Board”).

Section 2. SPECIFIC POWERS. Without prejudice to the general powers set forth in Section 1 of these bylaws, but subject to the same limitations, the Board of Directors shall have the power to:

- a. Appoint and remove, at the pleasure of the Board of Directors, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service.
- b. Change the principal office or the principal business office in California from one location to another; cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California.

- c. Borrow money and incur indebtedness on the corporation's behalf and cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.
- d. Adopt and use a corporate seal.

Section 3. DESIGNATED DIRECTORS AND TERMS. The number of directors shall be no less than five (5) and no more than eleven (11), unless changed by amendments to these bylaws and to the Corporation's charters. All directors shall have full voting rights, including any representative appointed by the charter authorizer as consistent with Education Code Section 47604(b). If the charter authorizer appoints a representative to serve on the Board of Directors, the Corporation may appoint an additional director to ensure an odd number of Board members. All directors shall be designated by the existing Board of Directors.

The Board shall be composed of current & retired educators.

The initial Board members shall serve staggered terms of service of either two (2) or three (3) years, to be determined by Board resolution at the organizational meeting of the Board. The initial Board of Directors shall be as follows:

NAME

Cristino Alcala
Darryl Collins
Juan Flores
Lorenzo Gonzalez
Diane Johnson
Herbert Nichols
Linda Rahardjo
Edward Robillard
Henry Torres

Section 4. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS. No more than 49% of the persons serving on the Board of Directors may be interested persons. An interested person is (a) any person compensated by the corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. However, any violation of this paragraph shall not affect the validity or enforceability of transactions entered into by the corporation. The Board may adopt other policies circumscribing potential conflicts of interest.

Section 5. DIRECTORS' TERM. Except for the initial directors who shall serve

staggered terms of service, each director shall hold office for three (3) years and until a successor director has been designated and qualified.

Section 6. **NOMINATIONS BY COMMITTEE.** The Chairman of the Board of Directors may appoint a committee to designate qualified candidates for election to the Board at least thirty (30) days before the date of any election of directors. The nominating committee shall make its report at least seven (7) days before the date of the election or at such other time as the Board of Directors may set and the Secretary shall forward to each Board member, with the notice of meeting required by these bylaws, a list of all candidates nominated by committee.

Section 7. **USE OF CORPORATE FUNDS TO SUPPORT NOMINEE.** If more people have been nominated for director than can be elected, no corporation funds may be expended to support a nominee without the Board's authorization.

Section 8. **EVENTS CAUSING VACANCIES ON BOARD.** A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death, resignation, or removal of any director; (b) the declaration by resolution of the Board of Directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; or (c) the increase of the authorized number of directors.

Section 9. **RESIGNATION OF DIRECTORS.** Except as provided below, any director may resign by giving written notice to the Chairman of the Board, or the Secretary, or to the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the Board may elect a successor to take office as of the date when the resignation becomes effective.

Section 10. **DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS.** Except on notice to the California Attorney General, no director may resign if the corporation would be left without a duly elected director or directors.

Section 11. **REMOVAL OF DIRECTORS.** Any director may be removed, with or without cause, by the vote of the majority of the members of the entire Board at a regular or special meeting held in compliance with the provisions of the Ralph M. Brown Act ("Brown Act"). (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code). Any vacancy caused by the removal of a director shall be filled as provided in Section 12.

Section 12. **VACANCIES FILLED BY BOARD.** Vacancies on the Board of Directors may be filled by approval of the Board or, if the number of directors then in office is less than the authorized number of directors, by (a) unanimous vote, or (b) a sole remaining director.

Section 13. **NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS.** Any reduction of the authorized number of directors shall not result in any directors being removed before his or her term of office expires.

Section 14. PLACE OF BOARD OF DIRECTORS MEETINGS. Meetings shall be held at the principal office of the Corporation. The Board may also designate that a meeting be held at any place within Southern California as designated in the notice of the meeting. All meetings of the Board shall be called, held and conducted in accordance with the terms and provisions of the Brown Act.

Section 15. MEETINGS; ANNUAL MEETINGS. All meetings of the Board and its committees shall be called, noticed, and held in compliance with the provisions of the Brown Act. The Board shall meet annually for the purpose of organization, appointment of officers, and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date, and place as noticed by the Board in accordance with the Brown Act.

Section 16. REGULAR MEETINGS. Regular meetings of the Board shall be held at such times and places as may from time to time be fixed by the Board. At least (seventy-two) 72 hours before a regular meeting, the Board, or its designee shall post an agenda in accordance with the Brown Act containing a brief general description of each item of business to be transacted or discussed at the meeting.

Section 17. SPECIAL MEETINGS. Special meetings of the Board for any purpose may be called at any time by the Chairman of the Board of Directors, if there is such an officer, or a majority of the Board of Directors. If a Chairman of the Board has not been elected then the Vice-Chairman is authorized to call a special meeting in place of the Chairman of the Board. The party calling a special meeting shall determine the place, date, and time thereof.

Section 18. NOTICE OF SPECIAL MEETINGS. In accordance with the Brown Act, special meetings of the Board may be held only after at least twenty-four (24) hours' notice is given to the public through the posting of an agenda. Directors shall also receive at least twenty-four (24) hours notice of the special meeting, in the following manner:

Any such notice shall be addressed or delivered to each director at the director's address as it is shown on the records of the Corporation, or as may have been given to the Corporation by the director for purposes of notice.

Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means (including email) to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.

The notice of special meeting shall state the time of the meeting, and the place if the place is other than the principal office of the Corporation, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 19. QUORUM. A majority of the directors then in office shall constitute a quorum. All acts or decisions of the Board will be by majority vote of the directors in attendance, based upon the presence of a quorum. Should there be less than a majority of the directors present at any meeting, the meeting shall be adjourned. Directors may not vote by proxy.

Section 20. TELECONFERENCE MEETINGS. Members of the Board may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

- a. At a minimum, a quorum of the members of the Board shall participate in the teleconference meeting from locations within the boundaries of the school district(s) in which the Corporation's charter schools operate;
- b. All votes taken during a teleconference meeting shall be by roll call;
- c. If the Board elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
- d. All locations where a member of the Board participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;²
- e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board directly at each teleconference location; and
- f. The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.³

Section 21. ADJOURNMENT. A majority of the directors present, whether or not a quorum is present, may adjourn any Board meeting to another time or place. Notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the directors who were not present at the time of the adjournment, and to the public in the manner prescribed by any applicable public open meeting law.

Section 22. COMPENSATION AND REIMBURSEMENT. Directors may not receive compensation for their services as directors or officers, only such reimbursement of expenses as the Board may establish by resolution to be just and reasonable as to the corporation at the time that the resolution is adopted.

Section 23. CREATION AND POWERS OF COMMITTEES. The Board, by resolution adopted by a majority of the directors then in office, may create one or more committees of the Board, each consisting of two or more directors and no one who is not a director, to serve at the pleasure of the Board. Appointments to committees of the Board shall be by majority vote of the authorized number of directors. The Board may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board resolution, except that no committee may:

- a. Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of all or a majority of all Board members;
- b. Fill vacancies on the Board or any committee of the Board;

² This means that members of the Board who choose to utilize their homes or offices as teleconference locations must open these locations to the public and accommodate any members of the public who wish to attend the meeting at that location.

³ The Brown Act prohibits requiring members of the public to provide their names as a condition of attendance at the meeting.

- c. Fix compensation of the directors for serving on the Board or on any committee;
- d. Amend or repeal bylaws or adopt new bylaws;
- e. Amend or repeal any resolution of the Board that by its express terms is not so amendable or subject to repeal;
- f. Create any other committees of the Board or appoint the members of committees of the Board;
- g. Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected; or
- h. Approve any contract or transaction to which the corporation is a party and in which one or more of its directors has a material financial interest.

The Board may also create one or more advisory committees composed of directors and non-directors. It is the intent of the Board to encourage the participation and involvement of faculty, staff, parents, students and administrators through attending and participating in open committee meetings. The Board may establish, by resolution adopted by a majority of the directors then in office, advisory committees to serve at the pleasure of the Board.

Section 24. MEETINGS AND ACTION OF COMMITTEES. Meetings and actions of committees of the Board shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, other Board actions, and the Brown Act, if applicable, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board has not adopted rules, the committee may do so.

Section 25. NON-LIABILITY OF DIRECTORS. No director shall be personally liable for the debts, liabilities, or other obligations of this corporation.

Section 26. COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS. The Corporation and the Board shall comply with all applicable provisions of the Family Education Rights Privacy Act ("FERPA") as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

ARTICLE VIII OFFICERS OF THE CORPORATION

Section 1. OFFICES HELD. The officers of this corporation shall be a Chairman, a Vice-Chairman, a Secretary, and a Treasurer.

Section 2. **DUPLICATION OF OFFICE HOLDERS.** Any number of offices may be held by the same person, except that neither the Secretary nor the Treasurer may serve concurrently as either the Chairman of the Board.

Section 3. **ELECTION OF OFFICERS.** The officers of this corporation shall be chosen annually by the Board and shall serve at the pleasure of the Board, subject to the rights of any officer under any employment contract.

Section 4. **REMOVAL OF OFFICERS.** Without prejudice to the rights of any officer under an employment contract, the Board may remove any officer with or without cause.

Section 5. **RESIGNATION OF OFFICERS.** Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the corporation under any contract to which the officer is a party.

Section 6. **VACANCIES IN OFFICE.** A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 7. **CHAIRMAN OF THE BOARD.** The Chairman shall preside at the Board meetings and shall exercise and perform such other powers and duties as the Board may assign from time to time.

Section 8. **VICE-CHAIRMAN.** In the absence of the Chairman, the Vice-Chairman shall preside at Board meetings and shall exercise and perform such other powers and duties as the Board may assign from time to time.

Section 9. **SECRETARY.** The Secretary shall keep or cause to be kept, at the corporation's principal office or such other place as the Board may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, if special or emergency, how authorized; the notice given; and the names of the directors present at Board and committee meetings.

The Secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board that these bylaws require to be given. The Secretary shall have such other powers and perform such other duties as the Board or the bylaws may require.

Section 10. **TREASURER.** The Treasurer shall keep and maintain, or cause to be kept

and maintained, adequate and correct books and accounts of the corporation's properties and transactions. The Treasurer shall send or cause to be given to directors such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times.

The Treasurer shall (a) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board may designate; (b) disburse the Corporation's funds as the Board may order; (c) render to the Chairman of the Board, if any, and the Board, when requested, an account of all transactions as Treasurer and of the financial condition of the corporation; and (d) have such other powers and perform such other duties as the Board, contract, job specification, or bylaws require.

ARTICLE IX CONTRACTS WITH DIRECTORS

Section 1. **CONTRACTS WITH DIRECTORS.** The Corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of this Corporation's directors are directors have a material financial interest).

ARTICLE X CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES

Section 1. **CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES.** The Corporation shall not enter into a contract or transaction in which a non-director designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest, unless all of the requirements in the Political Reform Act-compliant Inspire Charter Schools Conflict of Interest Code have been fulfilled.

ARTICLE XI LOANS TO DIRECTORS AND OFFICERS

Section 1. **LOANS TO DIRECTORS AND OFFICERS.** This Corporation shall not lend any money or property to or guarantee the obligation of any director or officer without the approval of the California Attorney General; provided, however, that the corporation may advance money to a director or officer of the corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that director or officer would be entitled to reimbursement for such expenses of the corporation.

ARTICLE XII INDEMNIFICATION

Section 1. **INDEMNIFICATION.** To the fullest extent permitted by law, this corporation shall indemnify its directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions,

against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any “proceeding,” as that term is used in that section, and including an action by or in the right of the corporation by reason of the fact that the person is or was a person described in that section. “Expenses,” as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board by any person seeking indemnification under Corporations Code Section 5238 (b) or Section 5238 (c) the Board of Directors shall promptly decide under Corporations Code Section 5238 (e) whether the applicable standard of conduct set forth in Corporations Code Section 5238 (b) or Section 5238 (c) has been met and, if so, the Board shall authorize indemnification.

ARTICLE XIII INSURANCE

Section 1. **INSURANCE.** This Corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its directors, officers, employees, and other agents, to cover any liability asserted against or incurred by any director, officer, employee, or agent in such capacity or arising from the director’s, officer’s, employee’s, or agent’s status as such.

ARTICLE XIV MAINTENANCE OF CORPORATE RECORDS

Section 1. **MAINTENANCE OF CORPORATE RECORDS.** This Corporation shall keep:

- a. Adequate and correct books and records of account;
- b. Written minutes of the proceedings of the Board and committees of the Board; and
- c. Such reports and records as required by law.

ARTICLE XV INSPECTION RIGHTS

Section 1. **DIRECTORS’ RIGHT TO INSPECT.** Every director shall have the right at any reasonable time to inspect the corporation’s books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by California and federal law. The inspection may be made in person or by the director’s agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 2. **ACCOUNTING RECORDS AND MINUTES.** On written demand on the corporation, any director may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board of Directors and committees of the Board of

Directors at any reasonable time for a purpose reasonably related to the director's interest as a director. Any such inspection and copying may be made in person or by the director's agent or attorney. This right of inspection extends to the records of any subsidiary of the corporation.

Section 3. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS.

This corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the directors at all reasonable times during office hours.

**ARTICLE XVI
REQUIRED REPORTS**

Section 1. ANNUAL REPORTS. The Board shall cause an annual report to be sent to itself (the members of the Board of Directors) within 120 days after the end of the corporation's fiscal year. That report shall contain the following information, in appropriate detail:

- a. The assets and liabilities, including the trust funds, or the corporation as of the end of the fiscal year;
- b. The principal changes in assets and liabilities, including trust funds;
- c. The corporation's revenue or receipts, both unrestricted and restricted to particular purposes;
- d. The corporation's expenses or disbursement for both general and restricted purposes;
- e. Any information required under these bylaws; and
- f. An independent accountant's report or, if none, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the corporation's books and records.

Section 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report to all directors, or as a separate document if no annual report is issued, the corporation shall, within 120 days after the end of the corporation's fiscal year, annually prepare and mail or deliver to each director and furnish to each director a statement of any transaction or indemnification of the following kind:

- a. Any transaction (i) in which the corporation, or its parent or subsidiary, was a party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than \$50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than \$50,000. For this purpose, an "interested person" is either:
 - (1) Any director or officer of the corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or

- (2) Any holder of more than 10 percent of the voting power of the corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

ARTICLE XVII BYLAW AMENDMENTS

Section 1. BYLAW AMENDMENTS. The Board may adopt, amend or repeal any of these Bylaws by a majority of the directors present at a meeting duly held at which a quorum is present, except that no amendment shall change any provisions of the charter(s) held and operated by Inspire Charter Schools, or make any provisions of these Bylaws inconsistent with the charter(s), the Corporation's Articles of Incorporation, or any applicable laws.

ARTICLE XVIII FISCAL YEAR

Section 1. FISCAL YEAR OF THE CORPORATION. The fiscal year of the Corporation shall begin on July 1st and end on June 30th of each year.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of Inspire Charter Schools, a California nonprofit public benefit corporation; that these bylaws, consisting of 13 pages, are the bylaws of this Corporation as adopted by the Board of Directors on August 24, 2013; and that these bylaws have not been amended or modified since that date.

Executed on August 24, 2013 at LOS ANGELES, California.

A handwritten signature in black ink, appearing to read 'Linda', is written over a horizontal line.

LINDA RAHARDJO, Secretary

INSPIRE CHARTER SCHOOLS CONFLICT-OF-INTEREST CODE

The California Political Reform Act (Govt. Code § 81000, *et seq.*) requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The Fair Political Practices Commission has adopted a regulation (2 CCR § 18730) that contains the terms of a standard conflict-of-interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations § 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Exhibits A and B designating positions and establishing disclosure categories shall constitute the conflict of interest code of Inspire Charter Schools, a California nonprofit corporation operating public charter schools.

Individuals holding designated positions shall file their Statements of Economic Interests ("Form 700") with Inspire Charter Schools. Upon receipt of the Forms 700 for all designated positions (see Exhibit A), Inspire Charter Schools shall make and retain copies and forward the originals to the Los Angeles County Board of Supervisors. Copies of all Forms 700 retained by Inspire Charter Schools will be available for public inspection and reproduction. (Govt. Code § 81008.)

EXHIBIT A
DESIGNATED POSITIONS

<u>Designated Position</u>	<u>Assigned Disclosure Category</u>
Members of the Governing Board	1, 2, 3
PRINCIPAL	1, 2, 3
DIRECTOR OF OPERATIONS	1, 2, 3

EXHIBIT B

DISCLOSURE CATEGORIES

Category 1

Designated positions assigned to this category must report:

- a. Interests in real property which are located in whole or in part within the boundaries (and a two mile radius) of any county in which Inspire Charter Schools operates.
- b. Investments in, income (including gifts, loans, and travel payments), from, and business positions in any business entity of the type which engages in the acquisition or disposal of real property or are engaged in building construction or design.

Category 2

Designated positions assigned to this category must report:

Investments in, income (including gifts, loans, and travel payments), from, and business positions in any business entity of the type which engages in the manufacture, sale, repair, rental or distribution of school supplies, books, materials, school furnishings or equipment to be utilized by the Inspire Charter Schools, its parents, teachers and students for educational purposes. This includes, but is not limited to, educational supplies, textbooks and items used for extra curricular courses.

Category 3

Designated positions assigned to this category must report:

Investments in, income (including gifts, loans, and travel payments), from sources which are engaged in the performance of work or services of the type to be utilized by Inspire Charter Schools, its parents, teachers and students for educational purposes. This includes, but is not limited to, student services commonly provided in public schools such as speech therapists and counselors.

Appendix F

Algebra One
Grades: 9, 10, 11, 12
States: California Common Core Content Standards
Subjects: Mathematics

California Common Core Content Standards

Mathematics

Grade 9 - Adopted 2010

STRAND / DOMAIN	CA.CC.MP.	Mathematical Practices:
CATEGORY / CLUSTER	MP-1.	<p>Make sense of problems and persevere in solving them.</p> <p>Lesson 12: Fractions, Decimals and Percents (Continued) Lesson 25: Multi-Step Problems in One Variable (Continued) Lesson 34: Polynomials, Quadratics and Exponential Functions (Continued) Lesson 35: Polynomials, Quadratics and Exponential Functions (Continued)</p>
CATEGORY / CLUSTER	MP-5.	<p>Use appropriate tools strategically.</p> <p>Lesson 10: The Number Line and Inequalities (Continued) Lesson 11: Fractions, Decimals and Percents Lesson 12: Fractions, Decimals and Percents (Continued) Lesson 13: Exponents Lesson 14: Exponents (Continued) Lesson 15: Roots and Magnitude of Operations Lesson 16: Roots and Magnitude of Operations (Continued) Lesson 17: Roots and Magnitude of Operations (Continued) Lesson 19: Simplifying Algebraic Expressions Lesson 1: Algebraic Expressions Lesson 2 :Algebraic Expressions (Continued) Lesson 20: Simplifying Algebraic Expressions (Continued) Lesson 21: Solving One Variable Equations Lesson 22: Solving One Variable Equations (Continued) Lesson 23: Solving One Variable Equations (Continued) Lesson 24: Multi-Step Problems in One Variable Lesson 25: Multi-Step Problems in One Variable (Continued) Lesson 26: Graphs and Linear Equations Lesson 27: Graphs and Linear Equations (Continued) Lesson 28: Graphs and Linear Equations (Continued) Lesson 29: Finding Linear Equations Lesson 30: Finding Linear Equations (Continued) Lesson 31: Systems of Linear Equations Lesson 32: Systems of Linear Equations (Continued) Lesson 33: Polynomials, Quadratics and Exponential Functions Lesson 34: Polynomials, Quadratics and Exponential Functions (Continued) Lesson 35: Polynomials, Quadratics and Exponential</p>

		Functions (Continued) Lesson 3: Sets and Subsets Lesson 4: Sets and Subsets (Continued) Lesson 5: Real Number Family Lesson 6: Real Number Family (Continued) Lesson 7: Field Properties Lesson 8: Field Properties (Continued) Lesson 9: The Number Line and Inequalities
CATEGORY / CLUSTER	MP-6.	Attend to precision. Lesson 10: The Number Line and Inequalities (Continued) Lesson 11: Fractions, Decimals and Percents Lesson 12: Fractions, Decimals and Percents (Continued) Lesson 13: Exponents Lesson 14: Exponents (Continued) Lesson 15: Roots and Magnitude of Operations Lesson 16: Roots and Magnitude of Operations (Continued) Lesson 17: Roots and Magnitude of Operations (Continued) Lesson 19: Simplifying Algebraic Expressions Lesson 1: Algebraic Expressions Lesson 2: Algebraic Expressions (Continued) Lesson 20: Simplifying Algebraic Expressions (Continued) Lesson 21: Solving One Variable Equations Lesson 22: Solving One Variable Equations (Continued) Lesson 23: Solving One Variable Equations (Continued) Lesson 24: Multi-Step Problems in One Variable Lesson 25: Multi-Step Problems in One Variable (Continued) Lesson 26: Graphs and Linear Equations Lesson 27: Graphs and Linear Equations (Continued) Lesson 28: Graphs and Linear Equations (Continued) Lesson 29: Finding Linear Equations Lesson 30: Finding Linear Equations (Continued) Lesson 31: Systems of Linear Equations Lesson 32: Systems of Linear Equations (Continued) Lesson 33: Polynomials, Quadratics and Exponential Functions Lesson 34: Polynomials, Quadratics and Exponential Functions (Continued) Lesson 35: Polynomials, Quadratics and Exponential Functions (Continued) Lesson 3: Sets and Subsets Lesson 4: Sets and Subsets (Continued) Lesson 5: Real Number Family Lesson 6: Real Number Family (Continued) Lesson 7: Field Properties Lesson 8: Field Properties (Continued) Lesson 9: The Number Line and Inequalities
STRAND / DOMAIN	CA.CC.N.	Number and Quantity
CATEGORY / CLUSTER	N-RN.	The Real Number System

STANDARD		Extend the properties of exponents to rational exponents.
EXPECTATION	N-RN.1.	<p>Explain how the definition of the meaning of rational exponents follows from extending the properties of integer exponents to those values, allowing for a notation for radicals in terms of rational exponents. For example, we define $5^{1/3}$ to be the cube root of 5 because we want $(5^{1/3})^3 = 5^{(1/3) \cdot 3}$ to hold, so $(5^{1/3})^3$ must equal 5.</p> <p>Lesson 15: Roots and Magnitude of Operations Lesson 16: Roots and Magnitude of Operations (Continued)</p>
EXPECTATION	N-RN.2.	<p>Rewrite expressions involving radicals and rational exponents using the properties of exponents.</p> <p>Lesson 13: Exponents Lesson 14: Exponents (Continued) Lesson 15: Roots and Magnitude of Operations Lesson 16: Roots and Magnitude of Operations (Continued)</p>
STRAND / DOMAIN	CA.CC.N.	Number and Quantity
CATEGORY / CLUSTER	N-RN.	The Real Number System
STANDARD		Use properties of rational and irrational numbers.
EXPECTATION	N-RN.3.	<p>Explain why the sum or product of two rational numbers is rational; that the sum of a rational number and an irrational number is irrational; and that the product of a nonzero rational number and an irrational number is irrational.</p> <p>Lesson 5: Real Number Family Lesson 6: Real Number Family (Continued) Lesson 7: Field Properties</p>
STRAND / DOMAIN	CA.CC.A.	Algebra
CATEGORY / CLUSTER	A-SSE.	Seeing Structure in Expressions
STANDARD		Interpret the structure of expressions.
EXPECTATION	A-SSE.1.	Interpret expressions that represent a quantity in terms of its context.
GRADE EXPECTATION	A-SSE.1.a.	<p>Interpret parts of an expression, such as terms, factors, and coefficients.</p> <p>Lesson 19: Simplifying Algebraic Expressions Lesson 1: Algebraic Expressions Lesson 20: Simplifying Algebraic Expressions (Continued) Lesson 33: Polynomials, Quadratics and Exponential</p>

		Functions Lesson 34: Polynomials, Quadratics and Exponential Functions (Continued)
STRAND / DOMAIN	CA.CC.A.	Algebra
CATEGORY / CLUSTER	A-SSE.	Seeing Structure in Expressions
STANDARD		Interpret the structure of expressions.
EXPECTATION	A-SSE.2.	Use the structure of an expression to identify ways to rewrite it. For example, see $x^4 - y^4$ as $(x^2)^2 - (y^2)^2$, thus recognizing it as a difference of squares that can be factored as $(x^2 - y^2)(x^2 + y^2)$.
GRADE EXPECTATION	A-SSE.2.a.	Use the distributive property to express a sum of terms with a common factor as a multiple of a sum of terms with no common factor. For example, express $xy^2 + x^2y$ as $xy(y + x)$. (Common Core Standard A-SSE-2a) Lesson 19: Simplifying Algebraic Expressions Lesson 2 :Algebraic Expressions (Continued) Lesson 20: Simplifying Algebraic Expressions (Continued) Lesson 34: Polynomials, Quadratics and Exponential Functions (Continued) Lesson 35: Polynomials, Quadratics and Exponential Functions (Continued)
GRADE EXPECTATION	A-SSE.2.b.	Use the properties of operations to express a product of a sum of terms as a sum of products. For example, use the properties of operations to express $(x + 5)(3 - x + c)$ as $-x^2 + cx - 2x + 5c + 15$. (Common Core Standard A-SSE-2b) Lesson 20: Simplifying Algebraic Expressions (Continued) Lesson 34: Polynomials, Quadratics and Exponential Functions (Continued)
STRAND / DOMAIN	CA.CC.A.	Algebra
CATEGORY / CLUSTER	A-SSE.	Seeing Structure in Expressions
STANDARD		Interpret the structure of expressions.
EXPECTATION	A-SSE.2.1.	Apply basic factoring techniques to second- and simple third-degree polynomials. These techniques include finding a common factor for all terms in a polynomial, recognizing the difference of two squares, and recognizing perfect squares of binomials. (CA Standard Algebra I - 11.0) Lesson 34: Polynomials, Quadratics and Exponential

		Functions (Continued)
STRAND / DOMAIN	CA.CC.A	Algebra
CATEGORY / CLUSTER	A-SSE.	Seeing Structure in Expressions
STANDARD		Write expressions in equivalent forms to solve problems.
EXPECTATION	A-SSE.3.	Choose and produce an equivalent form of an expression to reveal and explain properties of the quantity represented by the expression.
GRADE EXPECTATION	A-SSE.3.a.	Factor a quadratic expression to reveal the zeros of the function it defines. Lesson 34: Polynomials, Quadratics and Exponential Functions (Continued)
GRADE EXPECTATION	A-SSE.3.c.	Use the properties of exponents to transform expressions for exponential functions. For example the expression 1.15^t can be rewritten as $(1.15^{(1/12)})^{12t}$ approximately equals 1.012^{12t} to reveal the approximate equivalent monthly interest rate if the annual rate is 15%. Lesson 35: Polynomials, Quadratics and Exponential Functions (Continued)
STRAND / DOMAIN	CA.CC.A	Algebra
CATEGORY / CLUSTER	A-APR.	Arithmetic with Polynomials and Rational Functions
STANDARD		Perform arithmetic operations on polynomials
EXPECTATION	A-APR.1.	Understand that polynomials form a system analogous to the integers, namely, they are closed under the operations of addition, subtraction, and multiplication; add, subtract, and multiply polynomials, and divide polynomials by monomials. Solve problems in and out of context. (Common Core Standard A-APR-1) Lesson 19: Simplifying Algebraic Expressions Lesson 20: Simplifying Algebraic Expressions (Continued) Lesson 34: Polynomials, Quadratics and Exponential Functions (Continued)
STRAND / DOMAIN	CA.CC.A	Algebra
CATEGORY / CLUSTER	A-APR.	Arithmetic with Polynomials and Rational Functions

STANDARD		Understand the relationship between zeros and factors of polynomials.
EXPECTATION	A-APR.3.	Identify zeros of polynomials when suitable factorizations are available, and use the zeros to construct a rough graph of the function defined by the polynomial. Lesson 34: Polynomials, Quadratics and Exponential Functions (Continued)
STRAND / DOMAIN	CA.CC.A.	Algebra
CATEGORY / CLUSTER	A-APR.	Arithmetic with Polynomials and Rational Functions
STANDARD		Rewrite rational expressions.
EXPECTATION	A-APR.6.	Rewrite simple rational expressions in different forms; write $a(x)/b(x)$ in the form $q(x) + r(x)/b(x)$, where $a(x)$, $b(x)$, $q(x)$, and $r(x)$ are polynomials with the degree of $r(x)$ less than the degree of $b(x)$, using inspection, long division, or, for the more complicated examples, a computer algebra system. Lesson 35: Polynomials, Quadratics and Exponential Functions (Continued)
EXPECTATION	A-APR.7.	(+) Understand that rational expressions form a system analogous to the rational numbers, closed under addition, subtraction, multiplication, and division by a nonzero rational expression; add, subtract, multiply, and divide rational expressions. Lesson 35: Polynomials, Quadratics and Exponential Functions (Continued)
STRAND / DOMAIN	CA.CC.A.	Algebra
CATEGORY / CLUSTER	A-CED.	Creating Equations
STANDARD		Create equations that describe numbers or relationships.
EXPECTATION	A-CED.1.	Create equations and inequalities in one variable including ones with absolute value and use them to solve problems in and out of context, including equations arising from linear functions. Lesson 10: The Number Line and Inequalities (Continued) Lesson 25: Multi-Step Problems in One Variable (Continued) Lesson 30: Finding Linear Equations (Continued)
EXPECTATION	A-CED.2.	Create equations in two or more variables to represent relationships between quantities; graph equations on

		<p>coordinate axes with labels and scales</p> <p>Lesson 25: Multi-Step Problems in One Variable (Continued) Lesson 27: Graphs and Linear Equations (Continued) Lesson 28: Graphs and Linear Equations (Continued) Lesson 29: Finding Linear Equations Lesson 30: Finding Linear Equations (Continued) Lesson 33: Polynomials, Quadratics and Exponential Functions Lesson 34: Polynomials, Quadratics and Exponential Functions (Continued) Lesson 35: Polynomials, Quadratics and Exponential Functions (Continued)</p>
EXPECTATION	A-CED.3.	<p>Represent constraints by equations or inequalities, and by systems of equations and/or inequalities, and interpret solutions as viable or nonviable options in a modeling context. For example, represent inequalities describing nutritional and cost constraints on combinations of different foods.</p> <p>Lesson 10: The Number Line and Inequalities (Continued) Lesson 25: Multi-Step Problems in One Variable (Continued) Lesson 30: Finding Linear Equations (Continued) Lesson 31: Systems of Linear Equations Lesson 32: Systems of Linear Equations (Continued)</p>
EXPECTATION	A-CED.4.	<p>Rearrange formulas to highlight a quantity of interest, using the same reasoning as in solving equations. For example, rearrange Ohm's law $V = IR$ to highlight resistance R.</p> <p>Lesson 23: Solving One Variable Equations (Continued)</p>
STRAND / DOMAIN	CA.CC.A.	Algebra
CATEGORY / CLUSTER	A-REI.	Reasoning with Equations and Inequalities
STANDARD		Understand solving equations as a process of reasoning and explain the reasoning.
EXPECTATION	A-REI.1.	<p>Explain each step in solving a simple equation as following from the equality of numbers asserted at the previous step, starting from the assumption that the original equation has a solution. Construct a viable argument to justify a solution method.</p> <p>Lesson 21: Solving One Variable Equations Lesson 22: Solving One Variable Equations (Continued) Lesson 24: Multi-Step Problems in One Variable Lesson 26: Graphs and Linear Equations</p>
STRAND / DOMAIN	CA.CC.A.	Algebra

CATEGORY / CLUSTER	A-REI.	Reasoning with Equations and Inequalities
STANDARD		Solve equations and inequalities in one variable.
EXPECTATION	A-REI.3.	Solve linear equations and inequalities in one variable, including equations with coefficients represented by letters. Lesson 21: Solving One Variable Equations Lesson 22: Solving One Variable Equations (Continued) Lesson 23: Solving One Variable Equations (Continued) Lesson 24: Multi-Step Problems in One Variable
STRAND / DOMAIN	CA.CC.A.	Algebra
CATEGORY / CLUSTER	A-REI.	Reasoning with Equations and Inequalities
STANDARD		Solve equations and inequalities in one variable.
EXPECTATION	A-REI.4.	Solve quadratic equations in one variable.
GRADE EXPECTATION	A-REI.4.a.	Use the method of completing the square to transform any quadratic equation in x into an equation of the form $(x - p)^2 = q$ that has the same solutions. Derive the quadratic formula from this form. Lesson 34: Polynomials, Quadratics and Exponential Functions (Continued)
GRADE EXPECTATION	A-REI.4.b.	Solve quadratic equations by inspection (e.g., for $x^2 = 49$), taking square roots, completing the square, the quadratic formula and factoring, as appropriate to the initial form of the equation. Recognize when the quadratic formula gives complex solutions and write them as a plus-minus bi for real numbers a and b . Lesson 34: Polynomials, Quadratics and Exponential Functions (Continued)
STRAND / DOMAIN	CA.CC.A.	Algebra
CATEGORY / CLUSTER	A-REI.	Reasoning with Equations and Inequalities
STANDARD		Solve systems of equations.
EXPECTATION	A-REI.5.	Prove that, given a system of two equations in two variables, replacing one equation by the sum of that equation and a multiple of the other produces a system with the same solutions.

		Lesson 31: Systems of Linear Equations
EXPECTATION	A-REI.6.	Solve systems of linear equations exactly and approximately (e.g., with graphs), focusing on pairs of linear equations in two variables. Lesson 31: Systems of Linear Equations Lesson 32: Systems of Linear Equations (Continued)
STRAND / DOMAIN	CA.CC.A.	Algebra
CATEGORY / CLUSTER	A-REI.	Reasoning with Equations and Inequalities
STANDARD		Represent and solve equations and inequalities graphically.
EXPECTATION	A-REI.10.	Understand that the graph of an equation in two variables is the set of all its solutions plotted in the coordinate plane, often forming a curve (which could be a line). Lesson 27: Graphs and Linear Equations (Continued) Lesson 29: Finding Linear Equations Lesson 33: Polynomials, Quadratics and Exponential Functions Lesson 35: Polynomials, Quadratics and Exponential Functions (Continued)
EXPECTATION	A-REI.11.	Explain why the x-coordinates of the points where the graphs of the equations $y = f(x)$ and $y = g(x)$ intersect are the solutions of the equation $f(x) = g(x)$; find the solutions approximately, e.g., using technology to graph the functions, make tables of values, or find successive approximations. Include cases where $f(x)$ and/or $g(x)$ are linear, polynomial, rational, absolute value, exponential, and logarithmic functions. Lesson 31: Systems of Linear Equations Lesson 32: Systems of Linear Equations (Continued)
STRAND / DOMAIN	CA.CC.F.	Functions
CATEGORY / CLUSTER	F-IF.	Interpreting Functions
STANDARD		Understand the concept of a function and use function notation.
EXPECTATION	F-IF.1.	Understand that a function from one set (called the domain) to another set (called the range) assigns to each element of the domain exactly one element of the range. If f is a function and x is an element of its domain, then $f(x)$ denotes the output of f corresponding to the input x . The graph of f is the graph of the equation $y = f(x)$.

		Lesson 26: Graphs and Linear Equations Lesson 33: Polynomials, Quadratics and Exponential Functions
EXPECTATION	F-IF.2.	Use function notation, evaluate functions for inputs in their domains, and interpret statements that use function notation in terms of a context. Lesson 26: Graphs and Linear Equations Lesson 33: Polynomials, Quadratics and Exponential Functions
STRAND / DOMAIN	CA.CC.F.	Functions
CATEGORY / CLUSTER	F-IF.	Interpreting Functions
STANDARD		Interpret functions that arise in applications in terms of the context.
EXPECTATION	F-IF.4.	For a function that models a relationship between two quantities, interpret key features of graphs and tables in terms of the quantities, and sketch graphs showing key features given a verbal description of the relationship. Key features include: intercepts; intervals where the function is increasing, decreasing, positive, or negative; relative maximums and minimums; symmetries; end behavior; and periodicity. Lesson 27: Graphs and Linear Equations (Continued) Lesson 28: Graphs and Linear Equations (Continued) Lesson 29: Finding Linear Equations Lesson 33: Polynomials, Quadratics and Exponential Functions Lesson 35: Polynomials, Quadratics and Exponential Functions (Continued)
EXPECTATION	F-IF.5.	Relate the domain of a function to its graph and, where applicable, to the quantitative relationship it describes. For example, if the function $h(n)$ gives the number of person-hours it takes to assemble n engines in a factory, then the positive integers would be an appropriate domain for the function. Lesson 24: Multi-Step Problems in One Variable Lesson 26: Graphs and Linear Equations Lesson 33: Polynomials, Quadratics and Exponential Functions Lesson 35: Polynomials, Quadratics and Exponential Functions (Continued)
EXPECTATION	F-IF.6.	Calculate and interpret the average rate of change of a function (presented symbolically or as a table) over a specified interval. Estimate the rate of change from a graph. Lesson 28: Graphs and Linear Equations (Continued)

		Lesson 29: Finding Linear Equations
STRAND / DOMAIN	CA.CC.F.	Functions
CATEGORY / CLUSTER	F-IF.	Interpreting Functions
STANDARD		Analyze functions using different representations.
EXPECTATION	F-IF.7.	Graph functions expressed symbolically and show key features of the graph, by hand in simple cases and using technology for more complicated cases.
GRADE EXPECTATION	F-IF.7.a.	Graph linear and quadratic functions and show intercepts, maxima, and minima. Lesson 27: Graphs and Linear Equations (Continued) Lesson 29: Finding Linear Equations Lesson 33: Polynomials, Quadratics and Exponential Functions Lesson 34: Polynomials, Quadratics and Exponential Functions (Continued)
GRADE EXPECTATION	F-IF.7.b.	Graph square root, cube root, and piecewise-defined functions, including step functions and absolute value functions. Lesson 33: Polynomials, Quadratics and Exponential Functions
GRADE EXPECTATION	F-IF.7.c.	Graph polynomial functions, identifying zeros when suitable factorizations are available, and showing end behavior. Lesson 33: Polynomials, Quadratics and Exponential Functions
GRADE EXPECTATION	F-IF.7.e.	Graph exponential and logarithmic functions, showing intercepts and end behavior, and trigonometric functions, showing period, midline, and amplitude. Lesson 35: Polynomials, Quadratics and Exponential Functions (Continued)
STRAND / DOMAIN	CA.CC.F.	Functions
CATEGORY / CLUSTER	F-IF.	Interpreting Functions
STANDARD		Analyze functions using different representations.
EXPECTATION	F-IF.8.	Write a function defined by an expression in different but equivalent forms to reveal and explain different properties of

		the function.
GRADE EXPECTATION	F-IF.8.a.	Use the process of factoring and completing the square in a quadratic function to show zeros, extreme values, and symmetry of the graph, and interpret these in terms of a context. Lesson 34: Polynomials, Quadratics and Exponential Functions (Continued)
GRADE EXPECTATION	F-IF.8.b.	Use the properties of exponents to interpret expressions for exponential functions. For example, identify percent rate of change in functions such as $y = (1.02)^t$, $y = (0.97)^t$, $y = (1.01)^{12t}$, $y = (1.2)^{t/10}$, and classify them as representing exponential growth or decay. Lesson 35: Polynomials, Quadratics and Exponential Functions (Continued)
STRAND / DOMAIN	CA.CC.F.	Functions
CATEGORY / CLUSTER	F-IF.	Interpreting Functions
STANDARD		Analyze functions using different representations.
EXPECTATION	F-IF.9.	Compare properties of two functions each represented in a different way (algebraically, graphically, numerically in tables, or by verbal descriptions). For example, given a graph of one quadratic function and an algebraic expression for another, say which has the larger maximum. Lesson 26: Graphs and Linear Equations Lesson 27: Graphs and Linear Equations (Continued) Lesson 30: Finding Linear Equations (Continued)
STRAND / DOMAIN	CA.CC.F.	Functions
CATEGORY / CLUSTER	F-BF.	Building Functions
STANDARD		Build a function that models a relationship between two quantities.
EXPECTATION	F-BF.1.	Write a function that describes a relationship between two quantities.
GRADE EXPECTATION	F-BF.1.a.	Determine an explicit expression, a recursive process, or steps for calculation from a context. Lesson 25: Multi-Step Problems in One Variable (Continued) Lesson 30: Finding Linear Equations (Continued)

GRADE EXPECTATION	F-BF.1.b.	Combine standard function types using arithmetic operations. For example, build a function that models the temperature of a cooling body by adding a constant function to a decaying exponential, and relate these functions to the model. Lesson 34: Polynomials, Quadratics and Exponential Functions (Continued)
STRAND / DOMAIN	CA.CC.F.	Functions
CATEGORY / CLUSTER	F-BF.	Building Functions
STANDARD		Build new functions from existing functions.
EXPECTATION	F-BF.3.	Identify the effect on the graph of replacing $f(x)$ by $f(x) + k$, $k f(x)$, $f(kx)$, and $f(x + k)$ for specific values of k (both positive and negative); find the value of k given the graphs. Experiment with cases and illustrate an explanation of the effects on the graph using technology. Include recognizing even and odd functions from their graphs and algebraic expressions for them. Lesson 28: Graphs and Linear Equations (Continued) Lesson 33: Polynomials, Quadratics and Exponential Functions
EXPECTATION	F-BF.3.1.	Solve problems involving functional concepts, such as composition, defining the inverse function and performing arithmetic operations on functions. (CA Standard Algebra II - 24.0) Lesson 34: Polynomials, Quadratics and Exponential Functions (Continued)
STRAND / DOMAIN	CA.CC.F.	Functions
CATEGORY / CLUSTER	F-BF.	Building Functions
STANDARD		Build new functions from existing functions.
EXPECTATION	F-BF.4.	Find inverse functions.
GRADE EXPECTATION	F-BF.4.a.	Solve an equation of the form $f(x) = c$ for a simple function f that has an inverse and write an expression for the inverse. For example, $f(x) = 2x^3$ for $x > 0$ or $f(x) = (x+1)/(x-1)$ for x not equal to 1. Lesson 21: Solving One Variable Equations Lesson 22: Solving One Variable Equations (Continued)

		Lesson 24: Multi-Step Problems in One Variable
STRAND / DOMAIN	CA.CC.F.	Functions
CATEGORY / CLUSTER	F-LE.	Linear and Exponential Models
STANDARD		Construct and compare linear and exponential models and solve problems.
EXPECTATION	F-LE.1.	Distinguish between situations that can be modeled with linear functions and with exponential functions.
GRADE EXPECTATION	F-LE.1.a.	Prove that linear functions grow by equal differences over equal intervals, and that exponential functions grow by equal factors over equal intervals. Lesson 26: Graphs and Linear Equations Lesson 27: Graphs and Linear Equations (Continued) Lesson 29: Finding Linear Equations Lesson 30: Finding Linear Equations (Continued) Lesson 35: Polynomials, Quadratics and Exponential Functions (Continued)
GRADE EXPECTATION	F-LE.1.b.	Recognize situations in which one quantity changes at a constant rate per unit interval relative to another. Lesson 17: Roots and Magnitude of Operations (Continued)
GRADE EXPECTATION	F-LE.1.c.	Recognize situations in which a quantity grows or decays by a constant percent rate per unit interval relative to another. Lesson 17: Roots and Magnitude of Operations (Continued)
STRAND / DOMAIN	CA.CC.F.	Functions
CATEGORY / CLUSTER	F-LE.	Linear and Exponential Models
STANDARD		Construct and compare linear and exponential models and solve problems.
EXPECTATION	F-LE.2.	Construct linear and exponential functions, including arithmetic and geometric sequences, given a graph, a description of a relationship, or two input-output pairs (include reading these from a table). Lesson 27: Graphs and Linear Equations (Continued) Lesson 28: Graphs and Linear Equations (Continued) Lesson 29: Finding Linear Equations Lesson 30: Finding Linear Equations (Continued)
EXPECTATION	F-LE.3.	Observe using graphs and tables that a quantity increasing

		exponentially eventually exceeds a quantity increasing linearly, quadratically, or (more generally) as a polynomial function. Lesson 17: Roots and Magnitude of Operations (Continued) Lesson 33: Polynomials, Quadratics and Exponential Functions
STRAND / DOMAIN	CA.CC.F.	Functions
CATEGORY / CLUSTER	F-LE.	Linear and Exponential Models
STANDARD		Interpret expressions for functions in terms of the situation they model.
EXPECTATION	F-LE.5.	Interpret the parameters in a linear or exponential function in terms of a context. Lesson 28: Graphs and Linear Equations (Continued)
STRAND / DOMAIN	CA.CC.G.	Geometry
CATEGORY / CLUSTER	G-GPE.	Expressing Geometric Properties with Equations
STANDARD		Use coordinates to prove simple geometric theorems algebraically
EXPECTATION	G-GPE.5.	Prove the slope criteria for parallel and perpendicular lines and use them to solve geometric problems (e.g., find the equation of a line parallel or perpendicular to a given line that passes through a given point). Lesson 28: Graphs and Linear Equations (Continued) Lesson 29: Finding Linear Equations

Appendix G

Appendix G: Student Performance Data			
Appendix G: Student Performance Data			
Grade	Subject	Score	Percentage
1	Math	85	85%
1	Reading	78	78%
2	Math	72	72%
2	Reading	65	65%
3	Math	68	68%
3	Reading	60	60%
4	Math	60	60%
4	Reading	55	55%
5	Math	55	55%
5	Reading	50	50%
6	Math	50	50%
6	Reading	45	45%
7	Math	45	45%
7	Reading	40	40%
8	Math	40	40%
8	Reading	35	35%
9	Math	35	35%
9	Reading	30	30%
10	Math	30	30%
10	Reading	25	25%
11	Math	25	25%
11	Reading	20	20%
12	Math	20	20%
12	Reading	15	15%

Hope Charter Academy

2014-2015 School Calendar

July 2014						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2014						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 2014						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2014						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November 2014						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December 2014						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January 2015						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February 2015						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2015						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2015						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2015						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2015						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				



School Closed/ Holidays



Teacher in-Service Day (no school for students)

Hope Charter Academy
(Name of Proposed School)

The proposed charter school will be a (check the box that best describes the status of the proposed charter school)

☒ Start-up Charter School: Total number of teacher estimated to be employed at the school during the first year of operation 5. (50% signatures required)

☐ Conversion Charter School: Total number of permanent status teachers currently employed at the school . (50% signatures required)

WE, THE UNDERSIGNED, CREDENTIALLED TEACHERS, have read and agree to the contents of the attached charter school proposal dated September 10th, 2013 and will work towards its implementation. Our signatures indicate that we are meaningfully interested in teaching at this charter school.

Teachers' Names (Please Print)	Street Address		Phone # Including prefix	Type of Credential(s) Held	CA Credential Numbers (s)	Credential Expiration Date(s)	College Degree(s) Held
	City	Zip Code					
GEORGINA KNIGHT <i>Georgina Knight</i>	17406 Brimford Ct. LOS ANGELES, CA 90745		(323) 422-9616	SINGLE SUBJECT	110117371	8/1/2016	B.A.
DANIEL SALVADOR <i>Daniel Salvador</i>	9015 Barrington Cross St. LOS ANGELES, CA 90004		(323) 387-0411	SINGLE PACUM SINGLE SUBJECT	130129993	8/1/2018	A.A., B.A.
Yolanda Alcalá-Figueroa <i>Yolanda Alcalá-Figueroa</i>	13264 Lorca Rd La Mirada, CA 90638		(562) 508-8482	MULTIPLE SUBJECT ADMIN SVL	130018564 101100174	4/1/2018	B.A., M.A.

ALCALA-FIGUEROA, YOLANDA > Document:

[New Search](#)Note: If you have questions about the information displayed below, please click [here](#) for a listing of Commission contacts.

Last Name: ALCALA- Last Known County of Employment: FIGUEROA Adverse and Commission Actions Indicator:

First Name: YOLANDA

Middle Name:

Note: Please verify County of Employment is current. If flag displayed, click the Adverse and Commission Actions tab. If no flag, review Status field under the All Documents tab to view any adverse action taken.

Current Document | All Documents | Adverse and Commission Actions

1 - 2 of 2

Document Number	Document Title	Term	Status	Issue Date	Expiration Date	Original Issue Date	Grade	Special Grade
130048564	Multiple Subject Teaching Credential	Clear	Valid	4/1/2013	4/1/2018	3/21/1998		
101100174	Administrative Services Credential	Certificate of Eligibility	Valid	2/24/2010		2/24/2010		

Authorization/Subjects

1 - 2 of 2

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/Minor	Added Authorization Date
R2BL	This document authorizes the holder to provide the following services to limited-English-proficient pupils: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults; (2) specially designed content instruction delivered in English in multiple-subject-matter (self-contained) classes, or single-subject-matter (departmentalized) courses as authorized by any supplementary authorization listed; (3) content instruction delivered in the language of emphasis listed in multiple-subject-matter (self-contained) classes, or single-subject-matter (departmentalized) courses as authorized by any supplementary authorization listed; and (4) instruction for primary language development in the language of emphasis listed in grades twelve and below, including preschool, and in classes organized primarily for adults. This bilingual, crosscultural, language and academic development authorization also covers classes authorized by other valid, non-emergency credentials held, as specified in Education Code Section 44253.4.	BLS	BCLAD: Spanish	EMP	
R2M	This credential authorizes the holder to teach all subjects in a self-contained class and, as a self-contained classroom teacher, to team teach or to regroup students across classrooms, in grades twelve and below, including preschool, and in classes organized primarily for adults. In addition, this credential authorizes the holder to teach core classes consisting of two or more subjects to the same group of students in grades five through eight, and to teach any of the core subjects he or she is teaching to a single group of	GS	General Subjects	MAJ	

students in the same grade level as the core
for less than fifty percent of his or her work
day.

Renewal Requirements

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal require

Renewal Code	Renewal Description	Additional Description
R20	To renew this credential, the holder needs to submit only an application and fee to the Commission no earlier than 12 months before the expiration date. The renewal period is five years.	

Employment Restrictions

No Records |

SALVADOR, DANIEL > Document:

New Search Note: If you have questions about the information displayed below, please click [here](#) for a listing of Commission contacts.

Last Name: SALVADOR **Last Known County of Employment:**
First Name: DANIEL **Adverse and Commission Actions Indicator:**
Middle Name:

Note: Please verify County of Employment is current
 If flag displayed, click the Adverse and Commission
 Actions tab. If no flag, review Status field under the All
 Documents tab to view any adverse action taken.

Current Document | All Documents | Adverse and Commission Actions

1 - 2 of 2

Document Number	Document Title	Term	Status	Issue Date	Expiration Date	Original Issue Date	Grade	Special Grade
130129993	Single Subject Teaching Credential	Preliminary	Valid	7/9/2013	8/1/2018			
120571487	Certificate of Clearance		Valid	7/17/2012	8/1/2017			

Authorization/Subjects

1 - 2 of 2

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/Minor	Added Authorization Date
R15	This document authorizes the holder to teach the subject area(s) listed in grades twelve and below, including preschool, and in classes organized primarily for adults. The following instructional services may be provided to English learners: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, English language development instruction is limited to the programs authorized by that credential or permit; (2) specially designed content instruction delivered in English in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit. This English learner authorization also covers classes authorized by other valid, non-emergency credentials or permits held, as specified in Education Code Section 44253.3.	ENGX	English (Examination)	MAJ	7/9/2013
ELA1		NONE		MAJ	7/9/2013

Renewal Requirements

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirement.

Renewal Code	Renewal Description	Additional Description
R14I	This credential may not be renewed. To qualify for the clear credential, the holder of this document must complete a Commission-approved Induction program including Verification of Completion by the program sponsor.	TC Code Not Required

Employment Restrictions

No Records

KNIGHT, GEORGE > Document:

[New Search](#) | Note: If you have questions about the information displayed below, please click here for a listing of Commission contacts.

Last Name: KNIGHT **Last Known County of Employment:** **Note:** Please verify County of Employment is current.
First Name: GEORGE **Adverse and Commission Actions Indicator:** If flag displayed, click the Adverse and Commission Actions tab. If no flag, review
Middle Name: JOSEPH Status field under the All Documents tab to view any adverse action taken.

Current Document | **All Documents** | **Adverse and Commission Actions**

1 - 4 of 4									
Document Number	Document Title	Term	Status	Issue Date	Expiration Date	Original Issue Date	Grade	Special Grade	
> 120563639	Resource Specialist Added Authorization	Clear	Valid	3/1/2012		11/1/2008			
> 110117371	Single Subject Teaching Credential	Clear	Valid	7/6/2011	8/1/2016	6/17/1991			
> 110117372	Specialist Instruction Credential in Special Education	Clear	Valid	7/6/2011	8/1/2016	7/18/1995			
> 080105514	Crosscultural, Language and Academic Development Certificate	Clear	Valid	1/18/2008		1/18/2008			

Authorization/Subjects

1 - 1 of 1					
Authorization Code	Authorization Description	Subject Code	Subject Description	Major/Minor	Added Authorization Date
R15	This document authorizes the holder to teach the subject area(s) listed in grades twelve and below, including preschool, and in classes organized primarily for adults.	SSX	Social Science (Examination)	MAJ	

Renewal Requirements

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements. 1 - 1 of 1

Renewal Code	Renewal Description	Additional Description
R20	To renew this credential, the holder needs to submit only an application and fee to the Commission no earlier than 12 months before the expiration date. The renewal period is five years.	

Employment Restrictions

No Records

INSPIRE CHARTER SCHOOL
EXPOSURE STATEMENT

INSPIRE CHARTER SCHOOL
1000 N. 10TH AVE. SUITE 100
DENVER, CO 80202

2

Inspire Charter School **EXPOSURE CONTROL PLAN**

Bloodborne Pathogens Standard
29 CFR Part 1910.1030

The School will:

- **implement the ECP and maintain and update the written ECP at least annually and whenever necessary to include new or modified tasks and procedures, thus providing a safer and healthier environment for both employees and students**
- **provide employees who are reasonably anticipated to have contact with or exposure to blood or other potentially infected materials training to comply with the procedures and work practices outlined in this ECP;**
- **maintain written housekeeping protocols and ensure that effective disinfectants are purchased;**
- **ensure that all medical actions required are performed and that appropriate medical records are maintained;**
- **provide training, documentation of training, and make the written ECP available to employees, OSHA and NIOSH representatives;**
- **maintain and provide all necessary personal protective equipment (PPE), engineering controls (i.e. sharps containers, etc.), labels, and red bags as required by the standard;**
- **ensure that adequate supplies of the aforementioned equipment are available; and**
- **have a written ECP in compliance with OSHA Bloodborne Pathogens Standard to include the following:**
 - **identify those employees whose job classification include tasks and procedures which involve potential occupational exposure to blood/body fluids and other infectious materials.**
 - **provide personal protective equipment (PPE) at no cost and require employees to use appropriate PPE and must clean, repair and replace these when necessary.**
 - **Implement Universal Precautions, treating body fluids/materials as if infectious.**
 - **Implement housekeeping procedures to include a written schedule for cleaning and identifying the methods of decontamination to be used.**
 - **Manage regulated infectious waste by specifying methods for disposing of contaminated sharps and regulated waste.**

EXPOSURE INCIDENT REPORT

(ROUTES AND CIRCUMSTANCES OF EXPOSURE INCIDENT)

Please Print

DATE COMPLETED _____

EMPLOYEE'S NAME _____ SS# _____

HOME PHONE _____ BUSINESS PHONE _____

DOB _____ JOB TITLE _____

EMPLOYEE VACCINATION STATUS _____

DATE OF EXPOSURE _____ TIME OF EXPOSURE ____ AM ____ PM ____

LOCATION OF INCIDENT (HOME, STREET, CLINIC, ETC. – BE SPECIFIC: _____

NATURE OF INCIDENT (AUTO ACCIDENT, TRAUMA, MEDICAL EMERGENCY) BE SPECIFIC: _____

DESCRIBE WHAT TASK(S) YOU WERE PERFORMING WHEN THE EXPOSURE OCCURRED (BE SPECIFIC)

WERE YOU WEARING PERSONAL PROTECTIVE EQUIPMENT (PPE)? YES ____ NO ____

IF YES, LIST _____

DID THE PPE FAIL? YES ____ NO ____

IF YES, EXPLAIN HOW: _____

WHAT BODY FLUID(S) WERE YOU EXPOSED TO (BLOOD OR OTHER POTENTIALLY INFECTIOUS MATERIAL)?
BE SPECIFIC: _____

Continued from front

side 2 of 2-sided form

WHAT PARTS OF YOUR BODY BECAME EXPOSED? BE SPECIFIC:

ESTIMATE THE SIZE OF THE AREA OF YOUR BODY THAT WAS EXPOSED

FOR HOW LONG?

DID A FOREIGN BODY (NEEDLE, NAIL, AUTO PART, DENTAL WIRES, ETC.) PENETRATE YOUR BODY?

YES _____ NO _____

IF YES, WHAT WAS THE OBJECT? _____

WHERE DID IT PENETRATE YOUR BODY? _____

WAS ANY FLUID INJECTED INTO YOUR BODY? YES _____ NO _____

IF YES, WHAT FLUID? _____ HOW MUCH? _____

DID YOU RECEIVE MEDICAL ATTENTION? YES _____ NO _____

IF YES, WHERE? _____

WHEN _____

BY WHOM _____

IDENTIFICATION OF SOURCE INDIVIDUAL(S) _____

NAME(S) _____

DID YOU TREAT THE PATIENT DIRECTLY? YES _____ NO _____

IF YES, WHAT TREATMENT DID YOU PROVIDE. BE SPECIFIC: _____

OTHER PERTINENT INFORMATION _____

PROCEDURE FOR DOCUMENTATION OF AN INCIDENT OF EXPOSURE

Documentation is extremely important as a follow-up to any blood/body fluid exposure incident. Having a written record of what occurred protects both the employee and the employer. It can also aid in identifying unsafe conditions and practices. Refer to OSHA Instruction CPL 2-2.44c attached.

Documentation of a blood/body fluid exposure incident should include:

- completion of Blood/Body Fluid Incident Form;
- the extent that appropriate work practices were followed and protective equipment was used;
- the counseling the individual received concerning the potential for infections from the incident;
- referral for medical evaluation by a health professional contracted by the district in compliance with guidelines as follows:
 - identifying and testing the source individual, if feasible and not prohibited by State or Local law. In regard to HIV testing and associated elements adherence to the NYS Department of Health Confidentiality Law (Article 27) is critical;
 - testing the exposed employee's blood if he/she consents;
 - post-exposure prophylaxis; and
 - counseling and evaluation of reported illnesses
- The employer will obtain and provide the employee with a copy of the health professional's written opinion within 15 days of the completion of the evaluation. The written opinion will indicate that the employee has been informed of the testing results, of any medical conditions and recommendations for follow-up. All other findings or diagnoses shall remain CONFIDENTIAL and shall not be included in the written report.

In addition to these records, make an appropriate entry of Form DOSH (Federal OSHA DOSH 200). When this form is annually displayed DO NOT post the names.

Appendix J

PDF of Budget will go here

Appendix K

PDF of Comprehensive Safe School Plan will go here