NEVADA COUNTY BOARD OF EDUCATION
Regular Meeting
Wednesday, October 12, 2011
2:00 p.m.

Nevada County Superintendent of Schools
Houser Conference Room
112 Nevada City Highway, Nevada City, CA 95959

AGENDA

I. Meeting called to order
II. Establish quorum
III. Salute to the flag
IV. Additions to the Agenda
V. Adoption of the Agenda
VI. Open public forum
   Recognition of members of the audience wishing to address an agenda item may do so at this
time or at the time the agenda item is heard. After being recognized by the Board president,
please identify yourself. A member of the public may at this time make brief comments
regarding items not on the agenda, although no action may be taken.

VII. Close public forum

VIII. Staff Report
   Melissa Parrett – Peer Court; Law Day; and SMART 10 min.

IX. Approval of the Consent Agenda
   These items are expected to be routine and non-controversial. They will be acted upon by the
Board at one time without discussion, unless a trustee or citizen requests that an item be
removed for discussion and separate consideration. In that case the designated item(s) will be
considered following approval of the remaining items.
   A. Approval of minutes of the Regular meeting of September 14, 2011 (page 1)
   B. During the third quarter of 2011 July - September, there were no complaints filed to be
      reported, pursuant to Williams Uniform Complaint Procedures (E.C. 1240(H); Board policy
      1010 – Uniform Complaint Procedures) (page 5)

X. Action Items
   10 min.
   A. Approval of Resolution 11-11, adoption of the Gann Appropriation Limit pursuant to
      Article XIIIIB of the California constitution for FY2010-11 and FY2011-12
      Roll Call Vote (page 6)
   B. Second reading and approval of Board Policy 6163.2, Animals at School (page 7)

XI. Discussion Items – none
XII. Information Items
   A. Los Angeles Education Corps (LAEC) Updated Petition Charter Renewal (page 10)
   B. Nevada County Cooks, School Food Summit

XIII. Reports
   A. Board member reports
      1. SARB, Meeks
      2. Budget Review Committee, Slade-Troutman/Meeks
      3. Legislative, Voss
      4. NCSBA, Michael
      5. Individual Board member reports
   B. Superintendent’s Report
      1. Countywide Emergency Planning
      2. Charter Renewal Update
      3. NCSBA/ACSA Teacher of the Year Dinner
      4. TDAP – School Nurses Recognized by Nevada County Health & Human Services
   C. Staff Reports
      1. Curriculum and Instruction – Miller
      2. Business Services – Fitting

XIV. Future agenda items

XV. Correspondence -(none)

Adjournment

Next Meeting Date: Wednesday, November 9, 2011, 2:00 p.m., 112 Nevada City Highway, Nevada City

This agenda was posted at least 72 hours in advance of the meeting at the Nevada County Superintendent of Schools office, 112 Nevada City Highway.

Posted: 10-7-11
Date

Notice: The agenda packet and supporting materials, including materials distributed less than 72 hours prior to the scheduled meeting, can be viewed at the Nevada County Superintendent of Schools office – reception desk, located at 112 Nevada City Highway, Nevada City, CA. For more information please call 530.478.6400 ext. 203.

Notice: In compliance with the Americans with Disabilities Act, if you need special assistance to access the Board meeting room or to otherwise participate at this meeting, including auxiliary aids or services, contact the Nevada County Superintendent of Schools office at 530.478.6400 ext. 203 at least 48 hours before the scheduled Board meeting so that we may make every reasonable effort to accommodate your needs. (G.C. §54953.2, §54954.2(a)(1); Americans with Disabilities Act of 1990, §203 (42 U.S.C. §12132))
Minutes

I. Meeting called to order at 5 p.m.
II. Established quorum
   - Altieri present
   - Meeks present
   - Slade-Troutman present
   - Michael present
   - Voss present

III. Salute to the flag was led by Sharyn Turner
IV. Additions to the Agenda - none
V. Adoption of the Agenda
   On a motion by Slade-Troutman and seconded by Michael, the agenda was adopted as presented. The Motion was unanimously approved.
VI. Opened public forum
VII. Closed public forum
VIII. Presentation
       Marina Bernheimer led a power point presentation on the Safe School/Healthy Students Grant accomplishments. Our three Family Resource Centers are meeting the needs of the community by providing core services; resources and referrals; child development information; after school enrichment; wrap around and unique individual services. Volunteer opportunities have been established. Mental Health; emotional and academic support; drug and violence prevention programs are in place. Every school district is participating in the anti-bullying training. Grants; partnerships; non-profit status for the FRC's; and outcome measures are being looked at for future sustainability.
IX. Approval of the Consent Agenda
    These items are expected to be routine and non-controversial. They will be acted upon by the Board at one time without discussion, unless a trustee or citizen requests that an item be removed for discussion and separate consideration. In that case the designated item(s) will be considered following approval of the remaining items.
   A. Approval of minutes of the Regular meeting of August 10, 2011
      On a motion by Slade-Troutman; seconded by Michael to approve the consent agenda; pulling item A to allow for further discussion. The Motion passed unanimously.
X. **Public Hearings**
   A. Opened public hearing to review FY2011-12 Sufficiency of Instructional Materials, grades K-12 (EC §60119)
   B. Closed public hearing

XI. **Action Items**
   A. Shall the Nevada County Board of Education approve Resolution 11-10, Sufficiency of Instructional Materials for grades K-12 for FY2011-12?

   Supt. Hermansen advised due to Tier III Flexibility within the current budget, school districts are not required to adopt instructional materials as they are no longer held to the adoption cycle, however, they must still hold a public hearing. Michael questioned where our surplus materials are, Miller explained that we have none, and advised that the school districts supply books for the students at NCSOS 3R and Special Ed.

   **On a motion by Slade-Troutman; seconded by Michael; and by roll call, Resolution 11-10, Sufficiency of Instructional Materials was adopted as presented. The Motion passed unanimously.**

   B. Approval of minutes of the Regular meeting of August 10, 2011

   Michael suggested as we go forward that the Board consider expanding the contents of the minutes to fully capture the goings on at the Board meetings.

   **On a motion by Meeks and seconded by Michael the minutes of August 10, 2011 were approved as presented. The Motion passed unanimously.**

   C. Shall the Nevada County Board of Education approve the Unaudited Actual Financial report for FY2010-11?

   Fitting explained that this is the final closing before the audit review. These are the actuals, the black and white facts. Deferred Maintenance had $275k left which has been set aside. We had some general savings and our 2010/11 Budget revenues were much higher.

   At year end, only one school, Sierra Montessori Academy, had a negative fund balance, but is now positive cash. Cash flow is still an issue. A suggestion to view cash flow reports quarterly was made.

   **On a motion by Michael and seconded by Slade-Troutman, the Unaudited Actual Financial Report FY2010-11 was approved. The Motion passed unanimously.**

XII. **Discussion Items**
   A. First reading of Board Policy 6163.2, Animals at School

   Supt. Hermansen explained there is a new trend in having service animals for students with disabilities. In addition, adults may have service animals as an accommodation. After discussion of the draft Board Policy, it was suggested to change the wording in the last paragraph on page 3 to the following:

   *An administrator or designee may direct an animal to be removed from school premises or transportation if the animal is out of control or not housebroken.*

   B. Agreement with Sierra County to Hear Expulsion Appeals

   Supt. Hermansen reported that Sierra COE will contact Plumas COE to see if they would be able to work out an agreement as they also are a one district county.
C. Authorizing Agency Oversight Responsibilities and Renewals and Revocations of Charter Schools

Supt. Hermansen reported that on the CDE Board Agenda this month is a discussion regarding Renewal and Revocation of California Charter Schools. The finalized regulations will be provided to the board when completed.

Michael is concerned of the need for all charter schools to be able to meet their financial obligations. If we see a pattern evolving in fiscal mismanagement, what is our plan to preempt the issues? We need to establish a threshold. Possibly review reports on a quarterly basis and study enrollment.

Fitting advised that if the Charters do as we ask, then there is no mismanagement. She also noted that we have a plan in place which establishes the criteria for those Charters which do not meet our requests. Our obligation as the oversight agency is for due diligence. We notice a problem; call a meeting; address the issue; follow up for adherence.

Supt. Hermansen, Associate Supt. Miller, and Fitting will review drafts of renewal petitions and provide feedback to charters.

XIII. Reports
A. Board member reports
   1. SARB, Meeks – Three cases heard, all left with contracts and encouragement.
   2. Budget Review Committee, Slade-Troutman/Meeks – none
   3. Legislative, Voss – none
   4. NCSBA, Michael – Teacher of the Year, October 27, 2011: Family Affair will handle the catering; price per person reduced this year to $25 (from $30); menu is finalized
   5. Individual Board member reports – none

B. Superintendent’s Report
   1. STAR Test Results / AYP
      Supt. Hermansen presented the summary of how schools performed. This list shows us the number of schools who met/didn’t meet standards under the NCLB requirement. Currently, we have 5 schools in Program Improvement (PI); NCSOS will be working with those schools
   2. Drop-Out Rates
      Supt. Hermansen sent a letter to The Union explaining the Drop-Out Rates.
   3. Facilities Update
      Supt. Hermansen advised that there are not many facilities in the area that are able to meet our needs. We are tentatively looking at two facilities on Crown Point Circle in Grass Valley. However, they are on hold with the CDE, pending a review due to the proximity of the airport runway.

C. Staff Reports
   1. Curriculum and Instruction
      Miller advised that the Math Collaboration trainings are being well received.
      Explicit Direct Instruction (EDI) training will take place on October 23rd, proven method for better teaching and better learning.
Currently we have Sierra College Preschool digital photography art on the NCSOS ramp. Purposeful, serious and calculating, the preschoolers captured delightful images.

Nevada County Reads has chosen the book, "The Help"

2. Business Services

Fitting reported that the Auditors will be here October 10. They are busy supporting the school districts; working with Ready Springs as they are without a Business Official.

Cash flow continues to be a concern. They are looking at getting short term finances in place and talking to the County Treasurer.

XIV. Correspondence
A. Nevada County Academic Tournament Schedule FY 2011-12

Adjournment at 7:30 p.m.

Next Meeting Date: WEDNESDAY, October 12, 2011, 2:00 p.m., 112 Nevada City Highway, Nevada City

Approved: ________________________________ Date: October 12, 2011

Robert Altieri, President
Nevada County Superintendent of Schools  
112 Nevada City Highway  
Nevada City, CA 95959

Quarterly Report on Williams Uniform Complaints  
(Education Code 35188(d)

Person completing this form: Holly Hermansen

Title: Superintendent

Quarterly Report Submission Date:
- □ January 2011 (for October-December 2010)
- □ April 2011 (for January-March 2011)
- □ July 2011 (for April-June 2011)
- X October 2011 (for July-September 2011)

Date for information to be reported publicly at governing board meeting: October 12, 2011

□ No Complaints were filed with any school in the county programs during the quarter indicated above.

□ Complaints were filed with schools in the county programs during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

<table>
<thead>
<tr>
<th>General Subject Area</th>
<th>Total # of Complaints</th>
<th># Resolved</th>
<th># Unresolved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Textbooks and Instructional Materials</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Teacher Vacancy or Misassignment</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Facilities Conditions</td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>0</strong></td>
<td></td>
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</tr>
</tbody>
</table>

Holly Hermansen

Print Name of County Superintendent

Signature of County Superintendent
RESOLUTION NO. 11-11
OF THE NEVADA COUNTY BOARD OF EDUCATION
Gann Appropriation Limit

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called "Gann Limits", for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann Limit for the 2010-11 fiscal year and a projected Gann Limit for the 2011-12 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann Limits for the 2010-11 and 2011-12 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 2010-11 and 2011-12 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with the appropriate attachments to interested citizens of this district.

PASSED AND ADOPTED, this 12th day of October 2011, by the Board of the Nevada County Superintendent of Schools office, Nevada County, California, by the following votes:

Ayes: Absent:

Noes: Absent:

Abstain:

________________________________________  _________________________
Robert Altieri, President                      Holly Hermansen
Nevada County Board of Education               County Superintendent of Schools
INSTRUCTION

Animals at School

The Board of Education recognizes that animals can be an effective teaching aid. In addition, instruction related to the care and treatment of animals teaches students a sense of responsibility and promotes the humane treatment of living creatures.

Animals may be brought to school, with the written permission of a site administrator, only for *educational purposes* and subject to rules and precautions specified in administrative regulations related to health, safety and sanitation. Teachers shall ensure that these rules and precautions are observed so as to protect both the students and animals.

Other than for educational or special needs assistance purposes, unauthorized animals shall be strictly prohibited from any district site.

The district assumes no liability for the safety of animals voluntarily brought to school.

Legal Reference:
Americans with Disabilities Act of 1990
Section 504 of the Rehabilitation Act of 1973
Disabilities Education Improvement Act of 2004
EDUCATION CODE
233.5 Instruction in kindness to pets and humane treatment of living creatures
51202 Instruction in personal and public health and safety
51540 Safe and humane treatment of animals at school
39839 Transportation of guide dogs, signal dogs and service dogs
GOVERNMENT CODE
810-996.6 California Tort Claims Act, especially:
815 Liability for injuries generally; immunity of public entity
835 Conditions of liability
Management Resources:
HUMANE SOCIETY OF THE UNITED STATES
Catalogue of Publications, 1996
Guidelines for the Study of Animals in Elementary and Secondary School Biology, HE 1079

Adopted by the Board:
Administrative Regulation

INSTRUCTION

Animals at School

All Animals brought to school must be:

1. In good physical condition
2. Vaccinated against transmittable diseases
3. In clean, safe and suitable cages or containers or otherwise appropriately

Students bringing animals to school must first obtain the consent of the teacher, the administrator and the parent / guardian. Animals shall not be brought to school on school buses without the permission of the administrator or designee.

Individuals with disabilities may be accompanied on school premises and school buses by service animals, including specially trained dogs, signal dogs, or service dogs.

Students shall not bring poisonous or wild animals to school. If wildlife specimens are used in a biology class, protective gloves and a face shield shall be worn by anyone handling these specimens and the animals' saliva and neurological tissue shall be treated as infectious.

Animals brought to school by students shall generally be taken home the same day they are brought to school.

With the consent of the administrator or designee, animals may remain at school longer under the following conditions:

1. The animal shall remain in the classroom only for the number of days needed to achieve the educational goal.
2. The teacher shall provide a plan for the proper care, sanitation, feeding and handling of the animal.
3. The teacher shall be responsible for the animal’s care in the event of any school closure and may allow students to take class pets home over weekends.
4. The teacher shall be familiar with any potential dangers caused by the animal and shall give special consideration to any students who have allergies to certain animals.
Service Animals

For an individual with a disability, a service animal means any dog that is individually trained to do work or perform tasks related to the individual’s disability and for his or her benefit. For example, for an individual who is blind or has low vision, a service animal would mean a dog that helps him/her with vision, navigation and other tasks; for an individual who is deaf or hard of hearing, a service animal would mean a dog that alerts him/her to the presence of people or sounds; and for an individual with psychiatric or neurological disabilities, a service animal would mean a dog that assists him/her by preventing or interrupting impulsive or destructive behaviors (28 CFR 35.104). An emotional support animal or therapy animal is not a service animal for an individual with a disability under this definition.

In determining whether to permit a student or employee to be accompanied by a service animal while on school property, the administrator or designee will conduct an individualized analysis to ensure that the presence of the service animal is necessary to perform tasks that benefit the student/employee with a disability; the tasks to be performed by the service animal are directly related to the disability; the service animal’s presence does not create an unreasonable risk to the health and safety of others; and the service animal is required in order for the student to receive a free appropriate public education or is necessary to reasonably accommodate the employee in the performance of essential job functions.

Before a student or employee brings a service animal to school, the administrator or designee shall first provide written notification to all parents/guardians of students in the affected class, asking them to verify whether their child has any known allergies, asthma, or other health condition that may be aggravated by the animal’s presence. When a parent/guardian has provided written notification that his/her child has an allergy, asthma, or other health condition that may be aggravated by the animal, the administrator shall take appropriate measures to protect the student from exposure to the animal, including denying the individual’s request to bring the animal into the classroom.

An administrator or designee may direct an animal to be removed from school premises or transportation if the animal is out of control or not housebroken.
FOUNDING GROUP AND CHARTER SCHOOL HISTORY

The Los Angeles Conservation Corps (LACC) is a nonprofit youth and young adult employment and education program located in urban Los Angeles. It has been in existence since 1986. Many of the youth LACC serves have dropped out of high school and are highly at-risk. In 1996, staff from LACC met with staff from the Excelsior Education Center (Excelsior), which is a charter school based in Victorville, California and chartered through the Victor Valley Union High School District. At that time, Excelsior was operating a satellite campus at and in partnership with the California Conservation Corps in San Bernardino. As a result of this meeting, a partnership was created between LACC and Excelsior as well. Excelsior later went on to open up campuses in conjunction with most of the other conservation corps sites in California.

In this partnership, Excelsior provided teachers and resources to work with those young people without diplomas who were involved with LACC. For its part, LACC provided the facilities, support staff (such as case managers), and additional resources, altogether which matched or exceeded the funding generated through average daily attendance (ADA) by Excelsior. This partnership allowed the students in Los Angeles to experience smaller class sizes, paid work experience, and more holistic services than could be provided through ADA alone.

From 1996 to June 2005, LACC co-operated the charter school in partnership with Excelsior. During this time, most of the conversation corps sites slowly left Excelsior until, in 2005, LACC was the only conservation corps still operating in partnership with Excelsior. Some conservation corps sites started their own independent charter schools. Most of the others, however, joined the John Muir Charter School (Muir), sponsored by the Nevada County Superintendent of Schools, which was a charter school created solely with the intent of serving the conservation corps-type programs within the state of California. In July 2005, the charter school campuses operating in partnership with LACC moved from operating under the sponsorship of Excelsior to that of Muir.

One year later (March 24, 2006), the three Muir campuses connected to LACC applied for their own separate charter with Nevada County. This new charter school would be called Los Angeles Education Corps. This charter petition was granted on April 5, 2006 and the school officially began on July 1, 2006. As per the approved charter petition, if the school was determined to be making satisfactory progress, upon the completion of its initial five-year term its charter would be “automatically renewed for a term of no less than five years.” In the event that the school was not making satisfactory progress, there were specific guidelines laid out for informing the school in advance.
In the absence of any such notifications, and based upon the positive commendations given by the superintendent of the Nevada County Office of Education (who also sits on the LAEC governing board), a letter dated June 13, 2011 was sent to the Nevada County Board of Education formally acknowledging this (see attached). What follows in this petition for renewal is the original petition with the five updates noted in the aforementioned letter.

EDUCATIONAL PHILOSOPHY AND PROGRAM

The Los Angeles Education Corps will provide an innovative educational program that will meet the needs of the urban youth and young adults of the Los Angeles Conservation Corps who have not found success in the traditional educational system. We will seek to recapture students who have dropped out school or who are not succeeding in school. Our goal will be to help our students transform into individuals with a solid academic foundation, who are involved in making a positive difference in their communities and the world, and who will be able to move on to college and/or a career as productive members of society. Additionally, we seek to create self-motivated, competent, and lifelong learners. We will partner with the Los Angeles Conservation Corps to provide these students with the following:

- small class sizes
- an emphasis on core academic skills
- counseling, guidance, and mentorship
- opportunities for community leadership through employment, environmental service projects, and/or artistic expression

We will comply with the requirement to inform parents about the transferability of our courses to other public high schools and the eligibility of our courses to meet college entrance requirements. We will accomplish this through regular parent orientation/open house meetings and through our school’s accompanying student/parent handbook that will be given to each family.

Through our experience operating charter school campuses in partnership with the Los Angeles Conservation Corps during the past nine years, we have found that for many students in Los Angeles’ urban core, the traditional educational system has not been effective for them. Many of them become lost in high schools overcrowded with 5,000 or more students and 40 or more students in each classroom. Moreover, many of them feel unsafe or have experienced threats or violence. Additionally, many of them need more personalized attention from counselors. Finally, many of them do not find relevance in what they are learning.

In partnering with the Los Angeles Conservation Corps, we are able to meet these needs. We will provide small, family-like learning communities of 100-150 per campus, where students can be educated in classes comprised of 20 students or less. We will provide an orderly and structured environment, and each student will be assigned to a case manager/counselor who will meet with him or her regularly. Finally, through our
partnership with LACC, students will experience paid employment, environmental service projects, and/or artistic opportunities. We have found that these experiences "hook" at-risk students and provide more real-world relevance to them for what they are doing in school. By connecting school with the community, and by providing a more holistic family-like environment, we have found that our students flourish academically, personally, and professionally.

The Los Angeles Education Corps will operate two styles of campuses. The first campus will be more traditional, in that students will attend school and receive classroom-based instruction every week. This first model will serve high school students involved with LACC programs who are primarily under the age of 18. The second model will be more nontraditional, in that it will provide a mixture of classroom-based and nonclassroom-based instruction. This model will serve students who are 18 years of age and older, and who work for LACC's Adult Corps program. In this second model, students will alternate between spending two months in the classroom (Monday through Thursday) and two months out in the field learning work and other skills while providing a valuable service to the community. During students' two months of vocational education and training, they will also attend classes on Fridays for math and English-language arts. Based upon current enrollment figures, it is predicted that approximately 2/3 of the students will be involved in the strictly classroom-based model while 1/3 of the students will participate in the more nontraditional mixed model.

The school year for the traditional, strictly classroom-based model will be divided into two four-month semesters, with an additional two months of summer school. In the classroom, students will receive instruction in groups of 20 pupils or less. The school day will typically consist of six one-hour periods per day, with each period focusing on a different subject. Students will rotate between different teachers, although at a small campus of 100-150 students, students will undoubtedly have the same teacher more than once per day. Each student will be assigned to their class schedule for the duration of the school term. Two periods per day will be devoted to the basics of math, reading, and writing. The remaining portion of the day will consist of other core classes (e.g., history or science) and/or non-core classes (e.g., computers, art, etc.). For core classes (math, English, history, and science), teachers will use textbooks aligned with the state standards, creating supporting lesson and unit plans in accordance as well.

Each campus will be afforded a measure of autonomy with regards to its own education program requirements. For example, one campus might have an arts emphasis, and thus require that a certain amount of art courses be completed as a portion of its graduation requirements. Another campus might have an environmental emphasis, and thus require that the students complete a certain amount of environmental enhancement projects in the surrounding community as a portion of its graduation requirements. But regardless of these individual nuances, each campus of the Los Angeles Education Corps will require the following from its students in order to graduate:

- complete 220 credits in approved course subject matter (or 200 credits at the campus for students 18 years and older)
• pass the California High School Exit Exam in both math and English

With specific regard to the core subjects, each campus of the Los Angeles Conservation Corps will require students to complete:

• 40 credits of English
• 30 credits of math
• 20 credits of history
• 20 credits of science

The Los Angeles Education Corps will be serving a high-risk population of students who typically dropped out or were kicked out of school prior to coming to LACC. Through our experience we have found that although a wide range of skill levels are present within our student body, on average most students come to us with large gaps in their educational foundations and are in need of remediation. Some just got off on the wrong track at some point in their lives and need a second chance. Others might have behavioral problems that have stymied their success in the past. Still others might be English-as-second-language learners or have special education needs. Regardless, we have and will continue to meet their educational needs through our unique program.

As stated earlier, one of our most effective tools in meeting their needs is through greatly reduced class sizes, and this is done through leveraging the resources of the Los Angeles Conservation Corps with the charter school. For example, by LACC providing and paying for the facilities and their costs, this allows the charter school to devote more money to staffing and thus reduce the student-to-teacher ratio. Small class sizes allow at-risk students to receive more personalized attention from their teachers, and allow teachers greater flexibility to personalize curriculum and assignments to meet students' needs.

Other effective tools include a back-to-the-basics emphasis where half of each school day is devoted to math, reading, and writing. Extra counseling and tutoring are provided for students as necessary. Students are also connected to the community and world of work through various community service projects within which they will engage as participants of the Los Angeles Conservation Corps. It has been demonstrated through the past 9 ½ years that the utilization of all of these tools in partnership with the Los Angeles Conservation Corps successfully recaptures students who fell through the cracks of the traditional educational system.

With specific regard to special education, the Los Angeles Education Corps will work in cooperation with the Nevada County Special Education Local Plan Area (SELPA) to ensure that a free and appropriate education is provided to all students with exceptional needs as is deemed necessary, beyond the measures already built in to our educational program (e.g., small class sizes, tutoring, individualized instruction, vocational connections, etc.).
MEASURABLE STUDENT OUTCOMES

In order to be an educated person in the 21st century, students must have a combination of academic book knowledge, life skills of practical application, and an awareness of and involvement in the greater health and well being of their communities. In keeping with these broad principles, students of the Los Angeles Education Corps will demonstrate the following upon graduation:

Goal 1: Proficiency in English/language arts
Measured by: • Classroom-based tests and homework assignments
• Written work graded by teacher and/or student-developed rubrics
• Individual or cooperative project assignments (e.g., a play)
• California High School Exit Exam results

Goal 2: Proficiency in mathematics
Measured by: • Classroom-based tests and homework assignments
• Taking and passing Algebra
• California High School Exit Exam results

Goal 3: Proficiency in history-social science
Measured by: • Classroom-based tests and homework assignments
• Completion of at least 20 credits of history-social science
• Individual or cooperative project assignments/presentations

Goal 4: Proficiency in science
Measured by: • Classroom-based tests and homework assignments
• Completion of at least 20 credits of science
• Individual or cooperative project assignments/presentations

Goal 5: Life skills
Measured by: • Using a computer to search the Internet or write a paper/report
• Creating a resume and cover letter
• Engaging in public speaking opportunities
• Awareness of health implications of drugs, alcohol, and sexually transmitted diseases
• Awareness of parenting issues
• Creating a college & career plan for the future

Goal 6: Community service
Measured by: • Participating in neighborhood clean-ups
• Planting trees and/or building gardens
• Recycling
• Educating others through presentations, plays, or art
• Student-initiated community service projects
Additionally, our curriculum and education program will meet state standards and we will comply with all state standardized testing requirements (e.g., STAR, CAHSEE, etc.).

GOVERNANCE STRUCTURE

The Los Angeles Education Corps will exist as a legally and operationally independent entity with its own by-laws, separate from the Nevada County Superintendent of Schools and the Los Angeles Conservation Corps. As such, it will have its own governing board. The school will be governed by the bylaws adopted and/or amended by its incorporators.

A five (5) member governing board will govern the charter school. It will be the intent of this charter that the composition of its governing board be diverse in ethnicity, gender, and background. This five member governing board will consist of members who have expertise in school, business, law, nonprofit management, and/or youth development. Additionally, the Nevada County Superintendent of Schools shall retain the option of appointing one ex-officio representative to the board. This position will be in addition to the other existing five members.

As for the composition of the charter school’s initial five member governing board, the executive director/principal of the charter school will be responsible for submitting his/her recommendations for this board to the Nevada County Board of Education for approval. A process for determining the composition of subsequent governing boards will be developed in the school’s bylaws, which will be created in a timely manner after start-up, and the composition of these subsequent governing boards will not require the approval of the Nevada County Board of Education.

Of the initial (first) governing board, three members will serve two-year terms, and two members will serve three-year terms. After that, governing board members will serve terms of two years at a time. In other words, each year the terms for two (or three) members will expire. There is no limit to the amount of terms a particular governing board member may serve, given that s/he is recommended and approved via the following protocol.

Prior to the expiration of governing board members’ terms, upcoming vacancies for new terms will be filled by recommendation from the governing board. Upon being forwarded the names of the recommended individuals, a majority vote by the governing board will be sufficient to approve each appointment. This vote must take place before the expiration of current governing board members’ terms.

The governing board, by majority vote, may remove a derelict or absentee board member at any time during his or her term. Such a vacancy will be filled similarly to the protocol outlined above. The new governing board member will be appointed for the duration of the time remaining on the term of the removed governing board member. Governing board members may also resign at any time, and their vacancies will be filled in the same manner.
The governing board will be responsible for approving and monitoring the Los Angeles Education Corps budget, and for providing oversight to ensure that the school’s educational programming meets state mandated requirements. Additionally, the executive director/principal of the charter school will report to the governing board for evaluation and employment purposes.

The executive director/principal of the charter school will encourage parents to form a parent advisory committee, and he or she will meet with them regularly. The school will work with parents to develop and adopt a set of parent involvement policies and strategies.

With regards to special education, during its first year of operations, the school intends to function as a “public school of the local education agency that granted the charter” for purposes of providing special education and related services pursuant to Education Code Section 47641(b). During each school year during which the school operates as an arm of the county for special education purposes, the school shall pay to the county an amount of funding per unit of average daily attendance equal to the county’s direct costs of providing special education and related services minus the county’s revenues from all special education and transportation funding sources. In return, the county shall provide the school with all funding and/or services reasonably necessary to ensure that all students with exceptional needs who attend the school are provided a free and appropriate education.

The charter school and county shall annually and in good faith negotiate and enter into a written agreement to more clearly specify the desired mix of special education funding and services to be provided. The school shall enjoy reasonable flexibility to decide whether to receive services, funding, or some combination of both pursuant to Education Code Section 47646(b). The school and the county shall work in good faith to document the specific terms of this relationship in an annual contract or memorandum of understanding.

After its first year of operations, the school shall have the right to pursue independent local education agency (LEA) and/or special education local plan area (SELP A) status pursuant to Education Code Section 47641(a) and the county shall not hinder or otherwise impede the efforts of the school to do so. In the event that the school opts not to establish LEA and/or SELPA status, it shall remain an arm of the county for special education purposes as required by Education Code Section 47641(b), and shall continue to receive funding and services pursuant to the terms of this section and an annual agreement.

EMPLOYEE QUALIFICATIONS

The Los Angeles Education Corps will employ NCLB-compliant teaching staff who hold appropriate California teaching certificates, permits, or other documents issued by the Commission on Teacher Credentialing. These teachers will teach “core” academic
classes of mathematics, language arts, science, and history/social studies. These teachers will be responsible for overseeing the students’ academic progress and for monitoring grading and matriculation decisions as specified in the school’s operational policies.

The charter school may also employ or retain non-certificated instructional support staff in any case where a prospective staff member has an appropriate mix of subject matter experience, professional experience, and the demonstrated capacity to work successfully in an instructional capacity with our target population. Instructional support staff will not assign grades or approve student work assignments without the approval of a credentialed teacher or administrator unless they are instructing non-core or non-college preparatory courses and activities. Similarly, the charter school may also benefit from staff members of the Los Angeles Conservation Corps, who provide case management and instructional support at no cost to the charter school.

The school will seek administrative staff and operational staff who have demonstrated experience or expertise in the issues and work tasks required of them and will be provided professional development opportunities to ensure that they remain abreast of all relevant changes in laws or other operational requirements. The executive director/principal of the charter school will have, at minimum, a BA and preferably an MA with an administrative credential. Other qualifications desired for all instructional staff and administrators include experience with “at-risk” students.

HEALTH AND SAFETY PROCEDURES

The Los Angeles Education Corps will adopt and implement a comprehensive set of health, safety, and risk management policies. These policies will be developed in consultation with the school’s insurance carriers and will address, but not be limited to, the following topics:

- Policies and procedures for response to natural disasters and emergencies, including fires and earthquakes.
- A policy requiring that instructional and administrative employees receive first aid/CPR training.
- A policy establishing that the school functions as a drug, alcohol, and tobacco-free workplace.
- A policy that employees working with students who are minors submit to a criminal background check and furnish a criminal record summary.
- A policy for reporting child abuse, acts of violence, and other improprieties as mandated by federal, state, and local agencies.

MEANS TO ACHIEVE RACIAL/ETHNIC BALANCE REFLECTIVE OF DISTRICT

The Los Angeles Education Corps will maintain a policy of non-discrimination in all areas of its operations. The charter school will achieve racial and ethnic balance among its students that is reflective of the general population within the surrounding
communities from which it draws its students. This balance will be maintained by recruitment in various areas of the community and by targeting under-represented students. The charter school will work with community groups and agencies to accomplish this goal.

ADMISSION REQUIREMENTS

Pursuant to Education Code 47605.1(g), the Los Angeles Education Corps is designed to operate in partnership with the Los Angeles Conservation Corps. As such, its purpose is to provide instruction and other services in order to meet the needs of at-risk youth and young adults who previously dropped out of school or were doing poorly in school, and subsequently expressed a desire to go back to school or get back on track academically through becoming a participant in the programs of the Los Angeles Conservation Corps. Both the Los Angeles Conservation Corps and the Los Angeles Education Corps will actively recruit a diverse student population from the surrounding community who understand and value the school’s mission and are committed to the school’s instructional and operational philosophy. Preference for admission may be given to at-risk youth and young adults who are out of school (i.e., dropouts) and/or who are willing to work for or participate in the Los Angeles Conservation Corps and thus are in the position best situated to uniquely benefit from the school’s design.

FINANCIAL AND PROGRAMMATIC AUDIT

The Los Angeles Education Corps’s governing board will form an audit committee each fiscal year that will work jointly with the Nevada County Superintendent of Schools to oversee the selection of an independent auditor and the completion of an annual audit of the school’s financial affairs. The audit will verify the accuracy of the school’s financial statements, attendance and enrollment accounting practices, and review the school’s internal controls. The audit will be conducted in accordance with generally accepted accounting principles applicable to the school. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in any applicable Office of Management and Budget Circulars. It is anticipated that the annual audit will be completed by December 15 each year and that a copy of the auditor’s findings will be forwarded to the chief financial officer of the Nevada County Superintendent of Schools, the state Controller, the county superintendent of schools, and the California Department of Education. The school’s audit committee will review any audit exceptions or deficiencies and report to the school’s governing board with recommendations on how to resolve them. The board will report to the charter-granting agency regarding how the exceptions and deficiencies have been or will be resolved.
Any disputes regarding the resolution of audit exceptions and deficiencies will be referred to the dispute resolution process contained in the section of this petition herein entitled “Dispute Resolution Process, Oversight, Reporting, and Renewal.”
PUPIL SUSPENSION AND EXPULSION

The Los Angeles Education Corps and each of its school sites will develop and maintain comprehensive sets of student discipline policies. These policies will be printed and distributed as part of the school’s student handbook and will clearly describe the school’s expectations regarding punctuality, attendance, mutual respect, substance abuse, violence, safety, and work habits. Each student and his or her parent or guardian (if the student is a minor) will be required to verify that they have reviewed and understand the policies prior to enrollment.

As the mission of the Los Angeles Education Corps is to reach out to high-risk students who typically have been unsuccessful in a more traditional school environment, our goal, of course, is not to lose any students through suspension or expulsions. Therefore, each school site will implement reasonable intervention strategies (e.g., meetings with case management/counseling staff, parent conferences, behavioral contracts, detention, etc.) as part of a progressive disciplinary strategy in an effort to mitigate problem behaviors before they escalate into situations that might warrant a student being dropped from the school. These steps of progressive discipline will be clearly laid out in each school site’s student handbook. However, depending on the severity of a particular offense, parts or all of the progressive disciplinary policy may be skipped. For example, if a student brings a gun onto campus, he/she will not be afforded a verbal warning for a “first offense” but would instead be dropped (expelled) from the school immediately.

When the school has exhausted all intervention and/or progressive disciplinary strategies and/or a particular offense warrants it, the school’s executive director/principal may then, pursuant to the school’s adopted policies, authorize the suspension of students who fail to comply with these policies at any time. The school will notify and confer with the student’s parent or caregiver (if the student is a minor) as soon as possible regarding the suspension. A suspension is one of the final steps of progressive discipline and signals that a student may be on the verge of being dropped from the school. Students who habitually fail to comply with these policies and/or who present an immediate threat to health and safety may also be dropped (expelled) from the program upon authorization of the principal/executive director. The school will notify the student and his/her parent or caregiver (if the student is a minor) whether or not the student will be eligible to apply for re-enrollment during a future orientation and enrollment cycle. Only in the severest of instances (e.g., acts of violence against other students or staff, etc.) will students be dropped from the school (expelled) with no opportunity to re-apply at a later date.

RETIREMENT SYSTEM

Staff at the Los Angeles Education Corps will participate in the federal social security system and will have access to other school-sponsored retirement plans according to policies developed by the governing board and adopted as the school’s employee policies. The school retains the option for its board to elect to participate in the
State Teachers Retirement System and/or Public Employees Retirement System and to coordinate such participation, as appropriate, with the social security system or other reciprocal systems in future, should it find that participation enables the school to attract and retain higher quality staff. If the school should opt to participate in the STRS or PERS systems, the charter-granting agency shall cooperate as necessary to forward any required payroll deductions and related data. The school shall pay the charter-granting agency a reasonable fee for the provision of such services.

ATTENDANCE ALTERNATIVES

Students who opt not to attend the charter school may attend other district schools or pursue an inter-district transfer in accordance with existing enrollment and transfer policies or their district or county of residence.

DESCRIPTION OF EMPLOYEE RIGHTS

Employees of the Los Angeles Education Corps will not be employees of the district. Furthermore, in accordance with Education Code Section 47605(e), no governing board of the district shall require any employee of the district to be employed by the charter school. Any district union employee who is offered employment and chooses to work at the charter school will not be covered by his or her respective collective bargaining unit agreement, although the charter school may extend some or all of the same protections and benefits in individual employee contracts. District union employees who are offered employment and who choose to work at the charter school will have return right in accordance with the respective bargaining unit agreement’s charter school leave provisions. Once the contracted leave has expired, staff would be forced to resign from the district or return to a traditional school district.

Job applicants for positions at the Los Angeles Education Corps will be considered through an open process, and, if hired, will enter into a contractual agreement with the charter school. All employees of the charter school will be individually contracted on an at-will, year-to-year basis. The principal/executive director of the charter school will be responsible for the selection of faculty and staff, using the mission, philosophy, and obligations outlined in the charter petition as a recruitment tool. The individual contract will address, among other issues, salary, health and welfare benefits, work schedules and responsibilities, dress code, accountability measures, and standards for appraising performance. All contracts will need to be renewed on a year-to-year basis. The Los Angeles Education Corps reserves the right whether to renew or not renew any contract.

The charter school agrees that every attempt should be made to resolve employee disputes informally before invoking a formal grievance process.
DISPUTE RESOLUTION PROCESS, OVERSIGHT, REPORTING, AND RENEWAL

The charter school agrees that every attempt should be made to resolve disputes informally before invoking a formal dispute resolution process. In the event that informal processes have proven ineffective, the following dispute resolution procedures will be followed.

*Disputes Arising from within the School*

Disputes arising from within the school, including all disputes among and between students, staff, parents, volunteers, advisors, partner organizations, and governing board members of the school, shall be resolved pursuant to policies and processes developed by the school.

The district shall not intervene in any such internal disputes without the consent of the governing board of the school and shall refer any complaints or reports regarding such disputes to the governing board or its designee for resolution pursuant to the school’s policies. The district 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 governing board of the school has requested the district to intervene in the dispute.

*Disputes between the School and the Charter-Granting Agency*

In the event that the school or granting agency have disputes regarding the terms of this charter or any other issue regarding the school and grantor’s relationship, both parties agree to follow the process outlined below:

In the event of a dispute between the school and the grantor, the staff and governing board members of the school and district agree to first frame the issue in written format and refer the issue to the superintendent of the district and executive director/principal of the school. In the event that the grantor 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 executive director/principal and 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 governing board members from their respective boards who shall jointly meet with the superintendent of the district and executive director/principal of the school and attempt to resolve the dispute. If this joint meeting fails to resolve the dispute, the superintendent and executive director/principal shall meet to jointly identify a neutral, third party mediator. The format of the mediation session shall be developed jointly by the superintendent and executive director/principal, and shall incorporate informal rules of evidence and procedure unless both parties agree otherwise. The findings or recommendations of the mediator shall be non-binding, unless the governing boards of the school and grantor jointly agree to bind themselves.
**Oversight, Reporting, Revocation, and Renewal**

The Nevada County Superintendent of Schools may inspect or observe any part of the school at any time, but shall provide reasonable notice to the executive director/principal of the charter school prior to any observation or inspection unless such notice would prevent the performance of reasonable oversight functions. The Nevada County Superintendent of Schools shall endeavor to provide such notice at least three working days prior to the inspection or observation unless the school’s board or executive director/principal agrees otherwise. Inspection, observation, monitoring, and oversight activities may not be assigned or subcontracted to a third party by Nevada County Superintendent of Schools without the mutual consent of the governing board of the school.

If the governing board of the district believes it has cause to revoke this charter, the board agrees to notify the governing board of the school in writing, noting the specific reasons for which the charter may be revoked, and grant the school reasonable time to respond to the notice and take appropriate corrective action, unless the alleged violation presents an immediate threat to health or safety.

The charter school will submit quarterly fiscal reports in accordance with the timelines stated in the charter school law. The charter school and charter-granting agency will jointly develop a timeline of other required ongoing monitoring documents, including deadlines of when the documents will be submitted, when reviewed, when feedback will be given to the charter school, and by when corrective action will occur. The charter school will be given reasonable time to take appropriate corrective action, unless the alleged violation presents an immediate threat to health or safety.

The Nevada County Superintendent of Schools agrees to receive and review the annual fiscal and programmatic audit and annual performance report and to perform the annual site visit as specified earlier in the subsection entitled “Financial and Programmatic Audit” and other accountability policies and procedures mutually agreed upon by the charter school and charter-granting agency. Within two months of this annual review, the charter-granting agency must notify the governing board of the school as to whether it considers the school to be making satisfactory progress relative to the goals specified in this charter. This annual notification will include the specific reasons for the charter-granting agency’s conclusions.

If, as a result of its annual review, the charter-granting agency determines that the school is making satisfactory progress toward its goals, this charter, and any mutually agreeable amendments, is automatically renewed for a term of no less than five years.

**LABOR RELATIONS**

The Los Angeles Education Corps shall be deemed the exclusive public school employer of the employees of the charter school for the purposes of the Education Employment Relations Act.
SCHOOL CLOSURE PROCEDURES

In the event that the Los Angeles Education Corps closes, the assets and liabilities of the school will be disposed of by the school’s governing board to another charter school, non-profit, or other appropriate entity in accordance with the asset disposition provisions of the school’s bylaws. The governing board members will attend to enumerating and disposing of the assets and liabilities as directed in the bylaws, and upon completion of this task, a final audit of the school’s assets and liabilities will be performed.

Upon matriculation, at the end of each school term, and upon graduation, parents or guardians of students will be provided with a printed or electronic transcript of their student’s academic progress at the school, along with other relevant information. Thus, in the event of a school closure, parents and students will possess an independent copy of potentially necessary pupil records. The school’s governing board may also provide for the transfer of such records to a responsible and willing school district, county office of education, or other qualified entity, if available at the time the school closes. School resources allowing, former charter school staff may be retained for a period of designated weeks or months after school closure to ensure that student records are transferred to the families and/or appropriate agencies. In the event that no such willing repository is available, the records shall be disposed or destroyed in a fashion that will ensure confidentiality of the records.

OPTIONAL MISCELLANEOUS CLAUSES

1. Term
   This charter for the Los Angeles Education Corps shall be for the term of five years. The start of the charter shall commence on July 1st with the final approval from the State Board of Education. As explained above, if, as a result of its annual review, the charter-granting agency determines that the school is making satisfactory progress toward its goals, this charter, and any mutually agreeable amendments, is renewed for a term of no less than five years.

2. Amendments
   Any amendment to this charter shall be made by the mutual agreement of the governing boards of the charter school and charter-granting agency. Material revisions and amendments shall be made pursuant to the standards, criteria, and timelines in Education Code Section 47605.

3. Severability
   The terms of this charter contract are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the charter shall remain in effect, unless mutually agreed otherwise by the Nevada County Superintendent of Schools and governing board of the Los Angeles Education
Corps. The district and school agree to meet to discuss and resolve any issues or differences relating to invalidated provisions in a timely, good faith fashion.

4. **Relationship to the Los Angeles Conservation Corps**
   As stated previously, the Los Angeles Education Corps will exist as a legally and operationally independent entity with its own by-laws, separate from the Los Angeles Conservation Corps. At the same time, it is the charter school’s intent to work in partnership with the Los Angeles Conservation Corps. All arrangements for this partnership (e.g., facility uses/costs, etc.) will be specifically delineated through an annual memorandum of understanding.

5. **Communications**
   All official communications between the Los Angeles Education Corps and charter-granting agency will be sent via First Class Mail or other appropriate means to the following address:

   Los Angeles Education Corps  
   2824 South Main Street  
   Los Angeles, CA 90007

   Nevada County Superintendent of Schools  
   112 Nevada City Highway  
   Nevada City, CA 95959
District Impact Statement
Los Angeles Education Corps
Nevada County Superintendent of Schools

INTENT

This statement is intended to fulfill the terms of Education Code Section 47605 (g) and provides information regarding the proposed operation and potential effects of the Los Angeles Education Corps on the Nevada County Superintendent of Schools. This document is intended for informational purposes only and to assist the district in understanding how the proposed school may affect the district. This is an informational document, does not constitute a legally binding contract or agreement, is not intended to govern the relationship of the school and district, and is not a part of the charter of the Los Angeles Education Corps or any related agreements or memoranda of understanding.

ADMINISTRATIVE SERVICES

The Los Angeles Education Corps will be governed by a board of directors as described in the school’s charter. A school principal/executive director will enjoy lead responsibility for administering the school under policies adopted by the school’s governing board. The school anticipates that it will contract out with the district to provide administrative services, including financial management, human resources, and payroll, at a charge of 6% of the charter school’s annual revenue. The school will seek to define the specific terms and cost for these services in an annual operational agreement (or memorandum of understanding). According to applicable charter school law, the district will also be required to provide oversight and performance monitoring services, including monitoring school and student performance data, reviewing the school’s audit reports, performing annual site visits, engaging in any necessary dispute resolution processes, and considering charter amendment and renewal requests.

FACILITIES

The Los Angeles Education Corps plans to locate in facilities operated by the separate nonprofit and partnering organization of the charter school known as the Los Angeles Conservation Corps (LACC). Currently, LACC hosts charter school campuses at three locations. Each campus consists of a small learning community of up to 150 students. These three sites are in city-owned buildings that the city of Los Angeles leases to LACC (usually for $1 a year) and are located at the following addresses:

1. Pico-Union campus
   1403 S. Union Avenue
   Los Angeles, CA 90015
2. South Central campus
   2824 S. Main Street
   Los Angeles, CA 90007

3. Watts campus
   1827 E. 103rd Street
   Los Angeles, CA 90002

As stated previously, the uses of and costs (if any) for using these facilities will be worked out between the charter school and LACC via an annual memorandum of understanding. At this time, the school does not anticipate having any material effect on the district’s facilities needs.

CIVIC LIABILITY

The school’s founders presume that the Nevada County Superintendent of Schools will not be liable for the debts or obligations of the charter school pursuant to Education Code Section 47604(c). The school intends to purchase liability, property, and errors and omissions insurance to protect the school’s assets, staff, and governing board members.

See attached:

June 13, 2011 letter to Nevada County Board of Education about LAEC’s charter school renewal.
June 13, 2011

Nevada County Board of Education
112 Nevada City Highway
Nevada City, CA 95959

Dear Board Members,

On March 24, 2006 the Los Angeles Education Corps submitted our original charter school petition to the Nevada County Superintendent of Schools (see attached petition). Our petition was unanimously approved at the April 5, 2006 Nevada County Board of Education meeting (see attached minutes—Section XI-H), and we were granted a five-year charter. Our approved petition states that if the school is in good standing and making satisfactory progress, then the charter will be "automatically renewed for a term of no less than five years."

Since the Superintendent of the Nevada County Office of Education (first Terry McAteer and currently Holly Hermansen) has been a member of our charter school's governing board for the past five years, I am confident that this individual can give a well-informed opinion on whether the Los Angeles Education Corps has indeed made satisfactory progress and remains in good standing with its chartering district. Nevertheless, I would like to take this opportunity to provide a few points of evidence in support of the charter school's financial and educational health. Additionally, whereas the vast majority of the original language in the petition still remains applicable today, there have been a few minor changes. I will also document those below for the purposes of amending our petition so that it might be as accurate and up to date as possible.

Evidence of the charter school's financial health
- 5 years of clean audits (no negative findings)
- 5 years of steady Average Daily Attendance growth (180 in 2006-07 to 279 in 2010-11)
- 5 years straight of ending "in the black" financially
- $602,980 projected positive ending balance for the 2010-11 school year

Evidence of the charter school's educational health
- 5 straight years of WASC accreditation (note: just received our WASC accreditation renewal as well, effective July 1, 2011)
- 692 API score (2009-10 school year) is our highest to date and represents our third straight year of growth.
  o It should be noted that our API score exceeds the scores of all of the large Los Angeles inner-city high schools, most by over 100 points.
It should also be noted that we have achieved these superior scores with students who dropped out from these same high schools.

- 90% senior class passing rate on the CAHSEE
- 673 high school graduates in the past 5 years

**Updates/changes to the petition**

1. Our original petition stated that we would have 4 campuses, each with approximately 50-75 students and a combined Average Daily Attendance (ADA) of 166. Today we have 3 campuses with approximately 100-150 students each and a combined ADA of 279. It should be noted that with our growth we still, however, have maintained small class sizes of approximately 20 students or less, just as we proposed in our original petition.

2. Our original petition stated that we would operate via a trimester system—three four-month school terms. While we still retain this model at our campus for 18-23 year olds, our two campuses for minors have shifted to a more traditional two-semester system plus summer school model.

3. Our original petition stated that approximately half of each school day would be devoted to math and English instruction. Today this is closer to 40%.

4. Our original petition stated that in order for students to graduate they would be required to complete, among other things, 35 credits of English and 35 credits of math. Today we require 40 credits of English and 30 credits of math (which aligns with the CSU requirements). Additionally, our original petition stated that students would be required to complete 220 credits to graduate. While that number has remained the same at our two campuses for minors, our campus for 18-23 year olds now only requires 200 credits to graduate.

5. Finally, one last minor note is that the name of the former “Lead Petitioner” and current Executive Director of the charter school is now Noel Rauda-Trout (formerly it was Noel Trout).

Respectfully submitted,

Noel Rauda-Trout, Executive Director