



Gorman Joint School District

49847 Gorman School Road
P.O. Box 104
Gorman, CA 93243
(661) 248-6441 – FAX (661) 248-0604

BOARD OF TRUSTEES

NOTICE OF SPECIAL MEETING

AGENDA

August 24, 2017

Gorman School

Regular Session: 3:00 P.M.

I. CALL TO ORDER

Salute the flag

Roll Call – Members:

Steve Sonder, President
Julie Ralphs, Clerk
Patricia Edwards, Member

Roll Call – Administration:

Johannis Andrews, Superintendent/Principal
Jean Cummings, Business Manager/Consultant
Lise Wastaferro, Accounting/Data Processing Technician

ITEMS FROM THE FLOOR

Please submit a "Request to Speak to the Board of Trustees" for agenda and non-agenda items to the Secretary of the Board prior to the meeting. Not more than three (3) minutes are to be allotted to any one (1) speaker, no more than twenty (20) minutes on the same subject. This portion of the agenda is for presentations to the Board and not a question and answer period where the Board enters into dialogue. If you have questions for the Board, please provide the Board President with a copy and an administrator will provide answers at a later date.

II. AGENDA

1. Approve the Special Agenda as presented for August 24, 2017.

Moved by _____ Seconded by _____ Vote: yes ___no___

2. Approve Receipt of Charter Petition Requesting Material Revisions to the Gorman Learning Center Charter.

Moved by _____ Seconded by _____ Vote: yes ___no___

3. Approve Receipt of the Bylaws of Gorman Learning Charter Network, Inc.

Moved by _____ Seconded by _____ Vote: yes ___no___

PUBLIC HEARING

Notice of Public Hearing on the Gorman Learning Center Charter School Material Revisions and the Bylaws of Gorman Learning Charter Network, Inc.

A. The Governing Board of the Gorman Joint School District will hold a Public Hearing on the provisions of the Charter Submitted to the District seeking approval of material revision to the Gorman Learning Center Charter School Petition.

Hearing opened at _____P.M. Hearing Closed at _____P.M.

Discussion

1. Approve the Gorman Learning Center Charter School Material Revisions.

Moved by _____ Seconded by _____ Vote: yes ___no___

B. The Governing Board of the Gorman Joint School District will hold a Public Hearing on the Bylaws of Gorman Learning Charter Network, Inc.

Hearing opened at _____P.M. Hearing Closed at _____P.M.

Discussion

2. Approve the Bylaws of Gorman Learning Charter Network, Inc.

Moved by _____ Seconded by _____ Vote: yes ___no___

III. ACTION ITEMS

A. Administrative and Business Office Items:

1. Approve Resolution No. 03-17-18 Material Revisions to Charter School Petition of Gorman Learning Center by the Governing Board of the Gorman Joint School District.

Moved by _____ Seconded by _____ Vote: yes ___no___

IV. ADVANCE PLANNING

The next regular meeting of the Board of Trustees will be held Tuesday, September 12, 2017 at 3:00 P.M. closed session and 3:30 P.M. regular session.

Items for next meeting

1. _____
2. _____

V. ADJOURNMENT

Approve adjournment at _____ P.M.

Moved by _____ Seconded by _____ Vote: yes ___no___

A0798183

C 2219154

FILED *mmm*

Secretary of State
State of California

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION

10 MAY 17 2017 *bmy*

David Akers and Brian Jasperson hereby certify that:

1. They are the President and the Secretary, respectively, of GORMAN LEARNING CENTER, INC., a California Nonprofit Public Benefit Corporation.

2. The following Articles of this Corporation's Articles of Incorporation are amended to read as follows:

I.

The name of this corporation is Gorman Learning Charter Network, Inc.

II.

B. The specific purpose of this corporation is to manage, operate, guide, direct and promote one or more California public charter schools.

C. This corporation is organized and operated for public purposes exclusively to manage, operate, guide, direct and promote one or more California public charter schools, and to educate students, within the meaning of Section 501(c)(3) of the Internal Revenue Code as amended from time to time.

IV.


B. 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 the District sponsoring the respective charter school or secondarily to another charter school that is a California nonprofit public benefit corporation exempt from tax under Section 501(c)(3) of the Internal Revenue Code.

3. The foregoing amendments of Articles of Incorporation have been duly approved by the Board of Directors.

4. The corporation has no members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: May 10, 2017



David Akers, President



Brian Jasperson, Secretary



I hereby certify that the foregoing transcript of 1 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

MAY 24 2017

cust

Date: _____

Alex Padilla

ALEX PADILLA, Secretary of State



COMMERCIAL INTERNATIONAL

Guy A. Arnone
Associate Broker
26650 The Old Road
Thrd Floor
Valencia CA 91381
t/f 877.489.2761
guy@guyarnone.com
lic 00994214

February 21, 2017

Denice Burchett
Gorman Learning Center
1826 Orange Tree Lane
Redlands, CA 92374

Re: Facility Search In Gorman Unified School District

Dear Denice Burchett:

This letter is in response to your request that I review available facilities located within the boundaries of Gorman Unified School District ("GUSD") for use by Gorman Learning Center. The purpose of this search is to determine whether there are any improved properties available in GUSD that meet the parameters of the search, as discussed below. As a result of my search, I have concluded that there are [#0 - ZERO] improved properties that meet the parameters of the search within GUSD.

Broker Information



GUY A. ARNONE

Guy Arnone is a California Licensed Real Estate Broker serving Southern California for nearly 30 years.

He represents buyers and sellers in all facets of real estate brokerage and financing. As past President of Fred Sands Affiliates, Vintage Sotheby's International Realty and Nextage Realty Western Region, West Coast Valencia Escrow, Orange Grove Financial and Peninsula Property Management, Guy has broad and extensive experience and services to offer.

He who belongs to a select group of individuals who to perform a special dual service in the real estate industry of both brokerage and financing. Guy is well versed in managing and in the business development of real estate offices and regions.

PROFESSIONAL EXPERIENCE

- 2010 - Present - Realty Executives Commercial International, Valencia CA, Associate Broker
- 2010 - Present - REALogic International, Valencia, CA, President
- 2010 - Present - Coastland Property Management, Valencia, CA, President
- 2010 - Present - Westrim Financial, Valencia, CA, President
- 2010 - Present - AmeriHome, Valencia, CA, President
- 2013 - Present - Landmark Investments, Valencia, CA, Managing Member
- 2006 - 2009 - Board of Directors for Northridge Hospital Foundation

cont.

2000 - 2009 - Board of Directors for Women with Vision, Tujunga, CA (HUD NPO)
2006 - 2009 - Vintage Sotheby's International Realty, Valencia, CA, President
2005 - 2009 - West Coast Valencia Escrow, Valencia, CA, President
2005 - 2009 - Peninsula Rentals & Property Management, Valencia, CA, President
2000 - 2009 - Orange Grove Financial, Valencia, CA, President.
1999 - 2006 - Fred Sands of Valencia, Inc., Valencia, CA, President
2000 - 2005 - Castle Rock Escrow, Valencia, CA, President.
2000 - 2003 - Capital Home Loans, Valencia, CA, President
1997 - 2003 - The Mortgage Bank, Mission Hills, CA, Vice President
1997 - 1999 - Realty Executives, Northridge, CA, Manager & Associate Broker
1997 - 1988 - Funders Mortgage Corporation of America, Santa Clarita & Northridge, CA, General Mgr.
1994 - 1999 - Realty Executives, Santa Clarita, CA, Associate Broker
1988 - 1997 - Funders Mortgage Corporation of America, Calabasas, CA, Senior Loan Officer
1986 - 1988 - Factory 1, Real Estate Retrofitting Service, Arleta, CA, Owner
1985 - 1986 - Saddletree Development, Calabasas, CA, Jr. Superintendent

REAL ESTATE EDUCATION

I have extensive Real Estate knowledge and have been very active servicing my clients' needs since 1985. I have successfully passed the California Real Estate Salesperson and Broker exams. I also have a comprehensive education in Real Estate and have completed the following specialized courses:

Principals, Finance, Law, Legal Aspects, Ethics, Professional Conduct, Agency, Practice, Appraising, Property Management, Taxes, Economics, Mortgage Banking, Title Insurance, Escrow, Business Law, and Introduction to Business. I am also a graduate of the Marc 1 & Funders Mortgage Corporation Mortgage Banking Schools, Western Real Estate Education School, and the Miller Real Estate Education School. I have attended numerous continuing education courses, workshops, and seminars applicable to all aspects of Real Estate.

PROVIDING THE FOLLOWING REAL ESTATE EXPERTISE

Residential, Estate, Vacation / Second Home, Land, Investment, Multi-Residential, Commercial & Industrial: Sales, Leasing, Property Management, Financing, Escrow, Construction & Development. Builder & New Home Sales, Worldwide Residence & Business Relocation, CRT, 1031 Exchanges, Reconveyance Instruments, Oil, Gas & Mineral Rights, Corporate Assets, REO / Foreclosures, Loss Mitigation, Securitization Litigation, Short Pay & Loan Modification Services

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COMMERCIAL INTERNATIONAL

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Parameters of Real Estate Search

As directed by Gorman Learning Center, I conducted a search for improved properties available for rent located within the boundaries of GUSD that could house the entire charter school. The parameters of the search involved identifying improved properties between 85,000 and 100,000 square feet in total size, which would include space for our warehouse. We would also need adequate parking of approximately 150 spaces. For outdoor usable space, we would need approximately 21,000 square feet. The rental price should be below \$2.00 per square foot.

The search for a suitable property was done in the entire City of Gorman. The Gorman School District was asked several times for a map of their boundaries, but they could provide it, thus the entire City Gorman was used. See attachment Map of the City of Gorman.

Real Estate Search

The search for available improved properties within GUSD's boundaries included researching specific property listings and data from Commercial Property MLS's of CoStar and LoopNet were used. Both CoStar and LoopNet are membership accessible.

In my quest for a suitable improved property within the description in the Parameters of Real Estate Search above in the Gorman School District, it was shortly determined that there was contain no properties available that was even close in the listings and data. My searches further discover that there were no past or current school use sites with school amenities. This searches mostly returned unimproved land. See Attached 11 properties, each of which were reviewed to evaluate if in compliance with necessary search parameters discussed above.

Because of the sever lack of properties in the Gorman School District, we were forced to look elsewhere. Thus, for over a year, we visited and previewed, both online and on site inspection of both on and off market properties that were more in-line with the Parameters of Real Estate Search describe above, along with driving applicable zoned areas for properties that might fit the necessary configuration.

Conclusion

As a result of my research and investigation of facilities located within the GUSD geographic area, I have determined that there are currently no suitable facilities located within GUSD that meet Gorman Charter's parameters. Accordingly, there is no facility that can house the entirety of Gorman Learning Center available within the GUSD geographic area.

If you should have any questions, please do not hesitate to contact me.

Respectfully,

Guy A. Arnone,

By searching on LoopNet, you agree to the [LoopNet Terms and Conditions](#).



Gorman Commercial Real Estate for Sale and Lease - Gorman, California

For Sale	For Lease
All properties for sale ▼	
Gorman, CA	
Search	

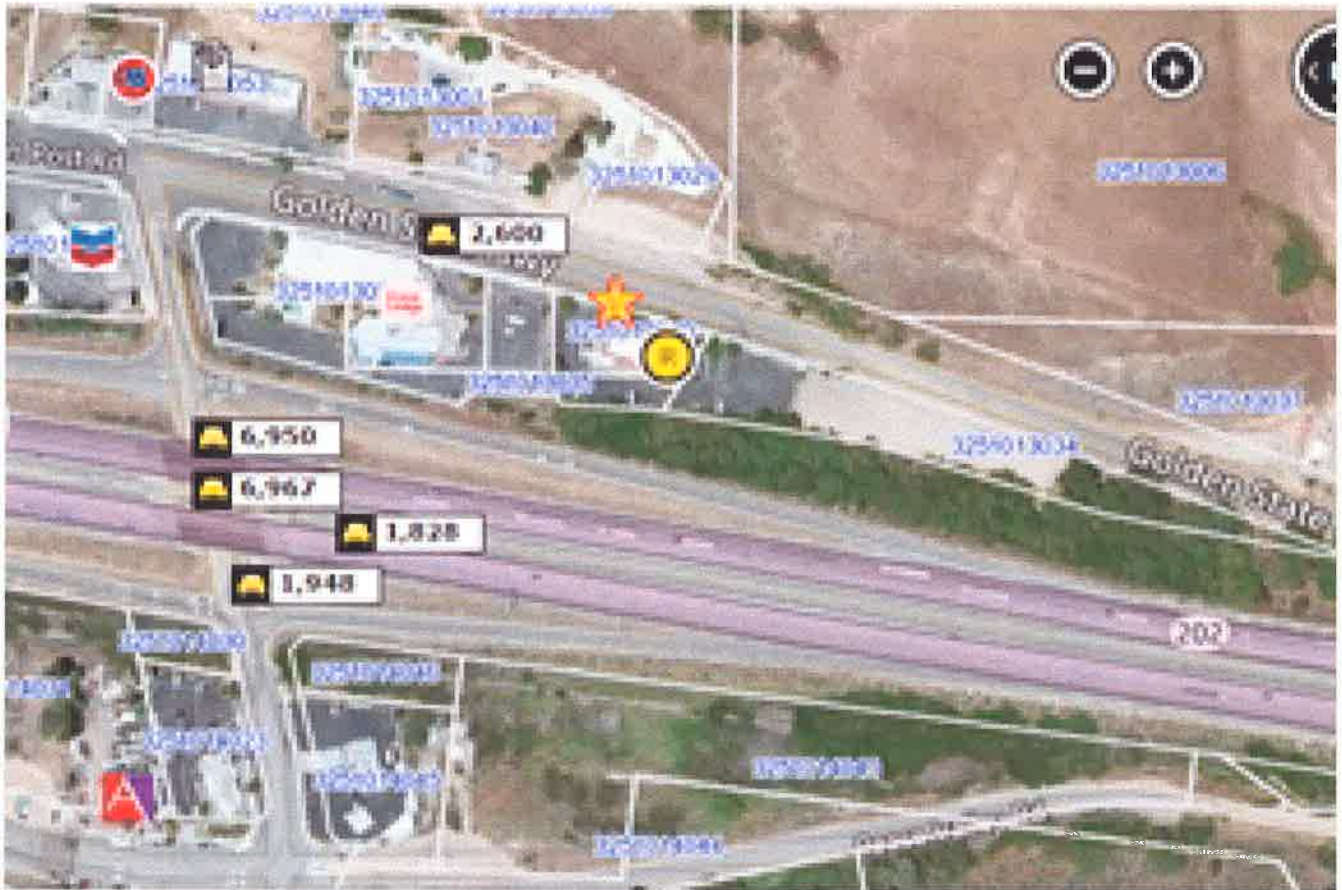
[All Property Types](#) ▼

[California](#) ▼

[Kern County](#) ▼

[Gorman](#) ▼

8 Listings Sort ▼



Golden Lane

Gorman, California

Status:	Active
No. Spaces:	1
Rental Rate:	\$1.88
Space Available:	1.10 AC
Total Lot Size:	0.00 Acres
Primary Type:	Land
Sub-Type:	Commercial/Other (land)



Gorman

Gorman, California

Status:	Active
No. Spaces:	1
Rental Rate:	\$1.16
Space Available:	2.37 AC
Total Lot Size:	0.00 Acres
Primary Type:	Land
Sub-Type:	Retail (land)



Gorman
Gorman, California

Status:	Active
No. Spaces:	1
Rental Rate:	\$2.21
Space Available:	1.04 AC
Total Lot Size:	0.00 Acres
Primary Type:	Land
Sub-Type:	Retail (land)



Gorman

Gorman, California

Status:	Active
Price:	\$2,000,000
Lot Size:	2.37 Acres
Primary Type:	Land
Sub-Type:	Retail (land)



Gorman

Gorman, California

Status:	Active
Price:	\$1,500,000
Lot Size:	1.04 Acres
Primary Type:	Land
Sub-Type:	Retail (land)



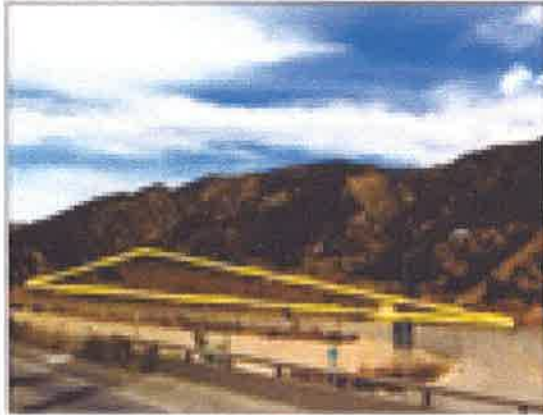
Quail Lake 54 acres

Gorman, California

Status:	Active
Price:	\$685,000
Lot Size:	54.79 Acres
Primary Type:	Land
Sub-Type:	Residential (land)

LAND DEVELOPMENT OPPORTUNITY
CORCO AVE / SMOKEY BEAR ROAD / EAST SEC 1-5
LOS ANGELES COUNTY, CA 92341

SUBJECT PROPERTY PHOTOS



Smokey Bear Gas & Truck Stop Development Site

Gorman, California

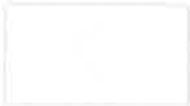
Status:	Active
Price:	\$2,000,000
Lot Size:	45.74 Acres
Primary Type:	Land
Sub-Type:	Retail (land)



M-1, 5.81 ac.

Gorman, California

Status:	Active
Price:	\$450,000
Lot Size:	5.81 Acres
Primary Type:	Land
Sub-Type:	Industrial (land)



1



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Lease Rate
Any Space Size
Filters Sort Reports Save



49637 Gorman Post Rd
 Gorman, CA 93243
\$1.88 SF/Year
 Golden Lane

Other Land | 47,996 SF Available | 1 Space | On Request SF Bldg



Peace Valley Road
 Gorman, CA 93243
\$1.16 SF/Year
 Gorman

Retail Land | 103,237 SF Available | 1 Space | On Request SF Bldg



Peace Valley Road
 Gorman, CA 93243
\$2.21 SF/Year
 Gorman

Retail Land | 45,302 SF Available | 1 Space | On Request SF Bldg

< 1



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Search as map moves

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Map data ©2016 Google

STAFF REPORT/AGENDA COVER SHEET

GORMAN JOINT SCHOOL DISTRICT

TO: Governing Board of Education

PRESENTED BY: Johannis L. Andrews II, Superintendent

MATTER: Receipt of Charter Petition Requesting Material Revisions to the Gorman Learning Center Charter

MEETING DATE: August 24, 2017

QUICK SUMMARY / ABSTRACT

Receipt by Governing Board of the Petition Requesting Material Revisions to the Gorman Learning Center Charter School ("GLC") Charter ("Charter").

BACKGROUND

GLC desires materially to revise its approved Charter. Pursuant to the Charter Schools Act of 1992 (Ed. Code 47600 *et seq.*) material revisions to an approved charter school charter are governed by the standards and criteria in Education Code Section 47605. As such, when GLC desires material revisions to its Charter, it must submit to the District Governing Board those material revisions in the form of a revised Charter Petition and the Governing Board is to hold a public hearing and either grant or deny the requested material revisions within specified timelines from receipt by the Governing Board of the Charter Petition.

In order to commence the process of the Governing Board's consideration of and action on the request for material revisions to the Charter Petition, the materially revised GLC Charter Petition is being submitted for receipt by the Governing Board at a public meeting.

RECOMMENDATION:

Receive the materially revised GLC Charter as an information item.

STAFF REPORT/AGENDA COVER SHEET

GORMAN JOINT SCHOOL DISTRICT

TO: Governing Board of Education

PRESENTED BY: Johannis L. Andrews II, Superintendent

MATTER: Public Hearing – Gorman Learning Center Charter School Material Revisions

MEETING DATE: August 24, 2017

QUICK SUMMARY / ABSTRACT

The Governing Board will convene a public hearing to receive comments on the provisions of the Gorman Learning Center Charter School (“GLC”) materially revised Charter (“Charter”).

BACKGROUND

The Gorman Joint School District (“GJSD”) Governing Board has approved and renewed the GLC Charter, with GLC’s current term effective through June 30, 2020.

GLC desires materially to revise its approved Charter. Pursuant to Education Code Sections 47605(b) and 47607(a)(2), material revisions to an approved charter school charter are governed by the standards and criteria in Education Code Section 47605. As such, when GLC desires material revisions to its Charter, it must submit to the District Governing Board those material revisions in the form of a revised Charter and the Governing Board is to hold a public hearing and either grant or deny the requested material revisions within specified timelines from receipt by the Governing Board of the Charter. When requesting material revisions to its Charter, GLC is also required to include in the revised Charter a reasonably comprehensive description of any new legal requirement applicable to charter schools that has gone into effect since the Charter was last renewed or revised. The District Governing Board received GLC’s materially revised Charter Petition at the Board’s meeting of August 24, 2017, thereby commencing the timelines for District Board action on the request.

The District Governing Board must hold a public hearing on the provisions of the materially revised GLC Charter, at which time the Board must consider the level of support for the revisions by District teachers, other District employees, and parents. During this agenda item, the Charter Petitioner and the public have the opportunity to comment concerning the proposed material changes. The Board may ask questions of the District administration, GLC representatives, and/or speakers, but no action will be taken during the public hearing.

RECOMMENDATION:

Convene a public hearing on the provisions of the materially revised GLC Charter, at which time the Governing Board should consider the level of support for the Charter Petition by GJSD teachers, other GJSD employees, and parents.

**AGENDA COVER SHEET
GORMAN JOINT SCHOOL DISTRICT**

TO: Governing Board of Education

PRESENTED BY: Johannis L. Andrews II, Superintendent
Approve/Deny Request for Material Revisions to Charter Petition for
Gorman Learning Center and Adopt Resolution No. 03-17-18 Effectuating
that Action

MATTER:

MEETING DATE: August 24, 2017

QUICK SUMMARY / ABSTRACT

The Gorman Joint School District (“District”) Governing Board previously approved and renewed the Charter for the Gorman Learning Center (“GLC”), with the current Charter term running through and including June 30, 2020. GLC has requested that the District Governing Board approve material revisions to the GLC Charter. At its meeting of August 24, 2017, the District Governing Board received the materially revised Charter, thereby commencing the Board’s timelines for action, and held the required public hearing on the provisions of the proposed materially revised Charter.

The purpose of this agenda item is for the Governing Board to take action to approve or deny the materially revised Charter, and adopt Resolution No. 03-17-18 effectuating that action. Should the District Governing Board deny the renewal Charter, it is required to making written factual findings supporting the denial so would need to postpone action until such time as written factual findings can be adopted.

BACKGROUND

Pursuant to the Charter Schools Act of 1992 (Ed. Code § 47600 *et seq.*) the entity which granted a charter school petition may grant a charter operator’s request for material revisions to the charter. The District Governing Board is required to hold a public hearing and either grant or deny the material revisions within specified timelines from receipt by the Governing Board of the charter petition.

Pursuant to Education Code Section 47605(b), the Governing Board may not deny a material revision to a charter school petition unless it is not satisfied that granting the revision is consistent with sound educational practice. Further, the Governing Board shall not deny a material revision to a charter petition unless it makes written factual findings specific to the particular charter to support one or more of the following findings:

1. The charter school presents an unsound educational program for the pupils to be enrolled.
2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the revised petition.
3. The revised petition does not include affirmations of specified conditions.

**AGENDA COVER SHEET
GORMAN JOINT SCHOOL DISTRICT**

4. The revised petition does not contain reasonably comprehensive descriptions of all of the 15 required elements of a charter.
5. The revised petition does not contain a declaration of whether or not the charter school shall be deemed the exclusive public employer of the employees of the charter school for purposes of the Educational Employment Relations Act.

As required by Education Code Section 47605(b), a public hearing on the provisions of GLC's materially revised Charter was conducted on August 24, 2017, at which time the District Board considered the level of support for the material revisions to the Charter by teachers employed by the District, other employees of the District, and parents.

The District administration has assessed the materially revised Charter against the standards and requirements set forth in the California Education Code in order to develop final recommendations. The primary purposes of GLC's request for material revisions are (1) to reflect changes to the corporation that operates GLC, which is now to be named Gorman Learning Charter Network, Inc., and which may now operate additional charter school(s) and (2) to remediate issues related to the location of GLC sites to be consistent with the Charter Schools Act as interpreted and applied by recent court decisions. GLC also worked cooperatively with the District and made additional revisions at the District's request, including adding additional insurance requirements to be met by GLC in order to protect the District, GLC, and its stakeholders. All of the revisions that GLC is requesting that the District Board approved are indicated in the redline version of the Charter, including its appendices, attached as Exhibit 1.

The District administration has determined that approval of the material revisions to the GLC Charter is consistent with sound educational practice and recommends that they be approved.

RECOMMENDATION:

Having considered and reviewed GLC's proposed materially revised Charter Petition, including the revisions made at the District's request, the District administration hereby recommends that the Governing Board of the Gorman Joint School District take action to approve the materially revised Charter and adopt the attached Board Resolution No. 03-17-18 approving the materially revised Charter. Should the Governing Board deny some or all of the revisions to the Charter, it will be necessary for the Board to adopt a revised version of Resolution No. 03-17-18 making written factual findings in support of the denial.

Resolution No. 03-17-18

**Resolution Approving Material Revisions to
Charter School Petition of
Gorman Learning Center
by the Governing Board of the
Gorman Joint School District**

WHEREAS, pursuant to Education Code Section 47605 *et seq.*, the Governing Board of the Gorman Joint School District (“GJSD” and/or “District”) is required to review charter petitions and authorize creation and/or renewal of charter schools and to provide oversight to charter schools which it authorizes, including considering requests for material revisions to charters; and

WHEREAS, the District Governing Board previously approved and renewed the Charter for the Gorman Learning Center (“GLC”) with the current term of GLC’s Charter running through and including June 30, 2020; and

WHEREAS, pursuant to the Charter Schools Act of 1992 material revisions to a charter school’s charter are governed by the standards and criteria applicable to initial requests for a charter, including approval by the oversight agency, and at the time of any material revision to a charter, the revised charter must include a reasonably comprehensive description of any requirement applicable to charter schools that was enacted into law after that charter was previously granted/renewed/revise; and

WHEREAS, GLC has delivered to the District office a materially revised version of its Charter and requested District Governing Board approval of the material revisions; and

WHEREAS, the primary purposes of GLC’s request for material revisions are (1) to reflect changes to the corporation that operates GLC, which is now to be named Gorman Learning Charter Network, Inc., and which may now operate additional charter school(s) and (2) to remediate issues related to the location of GLC sites to be consistent with the Charter Schools Act as interpreted and applied by recent court decisions; and

WHEREAS, on August 24, 2017, the GLC request for material revisions was received by the District Governing Board, thereby commencing the timelines for District Governing Board action, and a public hearing on the provisions of the Charter Petition was conducted pursuant to Education Code Section 47605, at which time the District Governing Board considered the level of support for this Charter Petition by teachers employed by the District, other employees of the District, and parents; and

WHEREAS, in reviewing the Petition for the material revisions to the GLC Charter, the District Governing Board has been cognizant of the intent of the Legislature that charter schools are and should become an integral part of the California educational system and that establishment of charter schools should be encouraged; and

WHEREAS, in reviewing and analyzing the materially revised Charter, the District noted some issues and concerns and determined that certain changes and revisions to the Charter were

necessary in order to support the requested material revisions to the Charter. The District administration and representatives worked collaboratively with GLC and its representatives on resolution of these issues and implementation of the necessary changes, additions, and revisions and GLC has incorporated these changes, additions, and revisions into the Charter Petition; and

WHEREAS, GLC is now seeking approval of its materially revised Charter as revised through agreement with the District administration and representatives, and it is that revised version of the GLC Charter that the District Governing Board is considering and acting upon through adoption of this Resolution No. 03-17-18 . The revised Charter is attached hereto as Exhibit "A"; and

WHEREAS, the revised Charter specifies that on or before October 1, 2017, the District and GLC are to enter into a Memorandum of Understanding setting forth additional financial protections for the District from potential costs and liabilities related to GLC operations; and

WHEREAS, the District administration has reviewed and analyzed all of the information received with respect to the revised Charter, including the specific material revisions requested, and information related to the operation and potential effects of GLC, and has recommended that the District Governing Board approve the materially revised GLC Charter; and

WHEREAS, the District Governing Board has fully considered the revised Charter and the recommendation provided by District staff; and

WHEREAS, in reviewing the request for material revisions to the GLC Charter, the District Governing Board has been cognizant of the value provided to the community by GLC during the time that it has been operating pursuant to the Charter granted and renewed by the Gorman Joint School District.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:

1. That the Governing Board of the Gorman Joint School District finds the above-listed recitals to be true and correct and incorporates them herein by this reference.
2. That the Governing Board of the Gorman Joint School District hereby approves GLC's request for material revisions. The materially revised GLC Charter that the Governing Board is hereby approving is attached hereto as Exhibit "A."

The foregoing resolution was considered, passed, and adopted by this Board at its regular meeting of August 24, 2017.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

AYES IN FAVOR OF SAID RESOLUTION:

NOES AGAINST SAID RESOLUTION:

ABSTAINED:

Dated: _____

By: _____

Steve Sonder
President, Governing Board
Gorman Joint School District

Dated: _____

By: _____

Julie Ralphs
Clerk, Governing Board
Gorman Joint School District

EXHIBIT A

[ATTACH A COPY OF THE CLEAN GLC CHARTER PETITION AS EXHIBIT A]

**CHARTER RENEWAL PETITION
FOR THE TERM July 1, 2015 – June 30, 2020**

Gorman Learning Center
A California Public Charter School

Material Revision Submitted: June 28, 2017

Submitted to the Gorman Joint School District

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Appendices

Appendix A: Dataquest Reports

Appendix B: Local Control Accountability Plan

Appendix C: Articles of Incorporation (amended)

Appendix D: Bylaws (amended)

Appendix E: Conflict of Interest Code

Appendix F: Three-year Budget and Cash Flow

Appendix G: Arnone/Realty Executives Letter

Affirmations and Assurances

Gorman Learning Center (“GLC” or the “Charter School”) will follow any and all federal, state, and local laws and regulations that apply to GLC, including but not limited to:

- GLC shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Sections 60605 and 60851, and any other statewide standards authorized in statute, or student assessments applicable to students in noncharter public schools. [Ref. Education Code Section 47605(c)(1)]
- Gorman Learning Charter Network declares that it shall be deemed the exclusive public school employer of the employees of GLC for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(b)(6)]
- GLC shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)]
- GLC shall not charge tuition. [Ref. Education Code Section 47605(d)(1)]
- GLC shall admit all students who wish to attend GLC, and who submit a timely application; unless GLC receives a greater number of applications than there are spaces for students, in which case each application will be given equal chance of admission through a public random drawing process. Except as required by Education Code Sections 47605(d)(2) and 51747.3, admission to GLC shall not be determined according to the place of residence of the student or his or her parents within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(d)(2)(B). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of GLC in accordance with Education Code Section 47605(d)(2)(C). [Ref. Education Code Section 47605(d)(2)(A)-(C)]
- GLC shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(d)(1)]
- GLC shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities Education Improvement Act of 2004.
- GLC shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]

- GLC shall ensure that teachers in GLC hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold. As allowed by statute, flexibility will be given to noncore, noncollege preparatory teachers. [Ref. California Education Code Section 47605(l)]
- GLC shall at all times maintain all necessary and appropriate insurance coverage.
- GLC shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).
- GLC shall notify the superintendent of the school district if a student is expelled or leaves GLC without graduating or completing the school year for any reason, and provide the student's last known address, and shall, upon request, provide that school district with a copy of the cumulative record of the student, including a transcript of grades or report card and health information. [Ref. California Education Code Section 47605(d)(3)]
- GLC shall maintain accurate and contemporaneous written records that document all student attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)(2)]
- GLC shall on a regular basis consult with its parents and teachers regarding GLC's education programs. [Ref. Education Code Section 47605(c)]
- GLC shall comply with any applicable jurisdictional limitations to locations of its facilities. [Ref. Education Code Sections 47605 and 47605.1]
- GLC shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. Education Code Sections 47612(b), 47610]
- GLC shall comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the Every Student Succeeds Act ("ESSA").
- GLC shall comply with the Public Records Act.
- GLC shall comply with the Family Educational Rights and Privacy Act.
- GLC shall comply with the Ralph M. Brown Act.
- GLC shall meet or exceed the legally required minimum number of school days. [Ref. Title 5 California Code of Regulations Section 11960]
- GLC shall comply with all laws applicable to its operation of a non-classroom based program, including but not limited to Education Code Sections 51745 *et seq.*, 47612.5 and applicable regulations.

INTRODUCTION

This petition is respectfully submitted to the Board of Education for the Gorman Joint School District (the "District") for the renewal of the charter granted to Gorman Learning Center, an independent study charter school designed to serve students in grades TK-12 throughout Los Angeles County and adjacent counties.

INTERPRETATION OF TERMS

Throughout this Charter and any attachments, exhibits, and/or appendices hereto, any and all references to the Gorman Learning Charter Network, and/or Gorman Learning Center and/or GLC and/or the Charter School and/or the School shall apply with full force and effect to the school itself and the non-profit 501(c)(3) Gorman Learning Charter Network Inc. corporate entity, and for all purposes related to this Charter or the operations of the Gorman Learning Charter Network, both the school and the corporate entity, to the extent that they are separate entities, shall be fully obligated to comply with the provisions of this Charter and any attachments, exhibits and/or appendices hereto, without regard to whether one or both of those entities is referenced or specifically listed or identified therein.

Throughout this Charter and any attachments, exhibits, and/or appendices hereto, any time that Gorman Learning Center states that it will follow the requirements of a particular Section of the Education Code or other law, it means that Gorman Learning Center will comply with these laws in the same manner as required for California noncharter public schools, except where otherwise specified.

ACCOMPLISHMENTS SINCE PAST CHARTER TERM

Graduation Rates:

2009-2010: 56.1%
2010-2011: 73.5%
2011-2012: 73.2%
2012-2013: 78.4%

The four year cohort graduation rate is calculated by dividing the number of students in the 4year adjusted cohort who graduate in four years or less with either a traditional high school diploma, or have passed the California High School Proficiency Exam (CHSPE) by the number of students who form the adjusted cohort for that graduating class.

However students from the cohort who (1) pass the General Education Development (GED) test, (2) complete requirements necessary to obtain a special education certificate of completion, or (3) remain enrolled in the 912 instructional system without a high school diploma are not included in calculations for either the cohort graduation or cohort dropout rates. Thus, the cohort graduation rate and the cohort dropout rate will not always sum to 100%.

Gorman Learning Center has increased the percentage of students who are graduating from high school.

Enrollment Growth:

2014- 2015 (as of 12/8, including pre-enroll): 2182

2013- 2014: 2242

2012- 2013: 2063

2011- 2012: 1938

2010- 2011: 1925

Benchmark Assessment:

Gorman Learning Center uses the i-Ready diagnostic assessment program to universally assess students. The assessment results are used to inform instruction, create personalized learning plans for each student, and to ensure appropriate academic growth is being made throughout the school year. Independent Study Teachers (“ISTs”) use the information from the benchmarks to determine appropriate curriculum, courses, and possible interventions or enrichment opportunities. Diagnostic assessments have been used at Gorman Learning Center since 2013.

Response to Intervention:

Using student benchmark assessment data, ISTs are able to tailor an intervention based specifically on the student's individual need. Using the intervention program, students receive instruction, practice, and immediate feedback on weak skills.

Resource Center Supplemental Instruction:

Gorman Learning Center’s core independent study program is, in part, supported by supplemental instruction provided at regional Resource Centers. These are facilities wherein specialized staff hold weekly or bi-weekly group instruction (“resource center classes”) led by Resource Center Facilitators, for all grade levels in math, language arts, social studies, science, and several electives. The school currently operates three regional Resource Centers. Until 2014, Resource Centers were called Learning Centers. The name change was part of an effort to better establish the distinct role these centers filled within GLC’s array of instructional supports.

Antelope Valley Resource Center

AVRC began operation in 2008-2009 with approximately 100 GLC students participating in supplemental instruction. The resource center moved into its current location the following year, and participation increased by over 150%. Since 2009-2010, resource center student participation has grown steadily, at an average rate of 14% over the last four years. AVRC currently serves between 650 and 700 students.

Santa Clarita Resource Center

SCRC was first established in 2010, and it began operation in its current structure in 2011-2012, serving just over one hundred GLC students. It has had consistent year-to-year participation growth at an annual rate of 33% over the last three years.

Redlands Resource Center

RRC was established in 2013-2014 and served roughly 150 students in its first year. The following year, 180 students participated. RRC provides instruction with an online element using www.edmodo.com.

Counselor-In-Training (CIT) Program:

To expand outreach to the high school population and increase frequency of direct contact and guidance, GLC implemented the CIT Program. Three Independent Study Teachers have undergone training and were enrolled in PPS Credentialing programs and pursuing licensure to serve in the capacity of regionally-based High School Counselors.

In the 2016-2017 school year, our high school counselors became part-time counselors each serving about 300 students. Next year, they will become full time.

Schoolwide Student Writing Focus:

Monthly procedural IST meetings have been expanded and deepened in multiple ways, one of which is team exercises where ISTs evaluate the writing submissions of students throughout the school and team exercises where ISTs evaluate the writing submissions of students throughout the school and identify and discuss areas for growth. In addition, highly qualified school staff have generated writing project assignments which deepen student understanding of the writing process across the curriculum. GLC uses grade level prompts targeting each mode of writing, and teachers use school rubrics for evaluation.

Gorman Learning Center conducted an in-house evaluation of student writing performance in grades 4, 7, and 10 during the 2013-2014 school year. Fifty-one essays were evaluated. Schoolwide, on a 4-point rubric, the 4th grade average score was 2.6, the 7th grade average score was 2.1, and the 10th grade average score was 2.7. Essays evaluated by multiple IST groups usually scored the same, or within one point, across all groups.

IST Academy:

First-year ISTs are required to participate in a three-day training called the "IST Academy." They receive training and materials relating to independent study procedures, the management of a student roster, how to conduct meetings with students and parents, and how to use school resources to provide curriculum and instruction to students. All first-year IST's have an experienced IST who will be their mentor for one (1) year.

CHARTER RENEWAL CRITERIA

Evidence of Meeting Charter Renewal Standards Pursuant to Education Code Section 47607(b) and the California Code of Regulations, Title 5, Section 11966.4(b)(1)

Education Code Section 47607(b) requires that a charter school must meet at least one of the following renewal criteria prior to receiving a charter renewal:

- (1) Attained its Academic Performance Index (API) growth target in the prior year or in two

of the last three years, both school wide and for all groups of pupils served by the charter school.

- (2) Ranked in deciles 4 to 10, inclusive, on the API in the prior year or in two of the last three years.
- (3) Ranked in deciles 4 to 10 inclusive, in the API for a demographically comparable school in the prior year or in two of the last three years.
- (4) The entity that granted the charter determines that the academic performance of the charter school is at least equal to the academic performance of the public schools that the charter school pupils would otherwise have been required to attend, as well as the academic performance of the schools in the school district in which the charter school is located, taking into account the composition of the pupil population that is served at the charter school.

The following shall serve as documentation confirming that Gorman Learning Center exceeds the statutory criteria required for renewal as set forth in Education Code Section 47607(b) (Also see Appendix A: CDE DataQuest Reports):

- GLC has attained its API growth target in the past year, both school wide and for all numerically significant subgroups, meeting the requirement of Education Code Section 47607(b)(1).
- GLC has achieved a statewide API rank of 4 in the past year, meeting the minimum threshold rank required in Education Code Section 47607(b)(2).

Over the prior charter term, Gorman Learning Center had the following API scores:

2010-2014 API Scores					
Year	API Statewide Ranking	API Similar Schools Ranking	API Growth Scores	API Growth Target (Actual Growth)	Met School Growth Target?
2013-2014 and 2014-15	State-mandated testing suspended in 2013-14; API data not calculated or reported (see Note below). 3-Year Weighted Average API: 713 2013 Statewide Rank: 4 2013 Similar Schools Rank: 1				
2012-2013	3	1	731	5 (+17)	Yes
2011-2012	3	1	708	5 (+14)	No
2010-2011	3	1	697	6 (+11)	No

Source: CDE DataQuest, accessed Nov. 25, 2014.)

Note on 2013-14 and 2014-15 Testing Data

Assembly Bill 484 amended Education Code sections 52052(e)(2)(F) and 52052(e)(4) to allow schools that do not have an API calculated in 2013–14 and 2014–15 to use one of the following criteria to meet legislative and/or programmatic requirements:

- The most recent API calculation;
- An average of the three most recent annual API calculations; or
- Alternative measures that show increases in student academic achievement for all groups of students schoolwide and among significant groups.

The decision to use one of the above criteria may be made on a program by program basis and is a local decision. (Source: CDE Information Guide, *Status of the Academic Performance Index and 3-Year Average*, May 2014, available at: [http://www.cde.ca.gov/ta/ac/ap/.](http://www.cde.ca.gov/ta/ac/ap/))

Analysis of Charter Renewal Criteria – Schoolwide

In 2013, the API growth score was 731, and the 3-Year Weighted Average API was 713. GLC has met its schoolwide growth target for each year of the past charter term. Moreover, for the last year, Charter School has a statewide API rank of 4. Therefore, GLC has exceeded the charter renewal standards of Education Code Section 47607(b) and should be granted a five-year charter renewal term pursuant to Education Code Section 47607(a)(1).

Analysis of Charter Renewal Criteria – Student Subgroups

Education Code Section 47607(a)(3) states:

The authority that granted the charter shall consider increases in pupil academic achievement for all groups of pupils served by the charter school (defined as “a numerically significant pupil subgroup, as defined by paragraph (3) of subdivision (a) of Section 52052.” EC §47607(a)(3)(B)) as the most important factor in determining whether to grant a charter renewal.

Numerically significant student subgroup API performance data is demonstrated in the table below:

2012-2013 API Growth Scores: Significant Student Subgroups				
Subgroup	Numerically Significant in Both Years?	2013 API Growth	API Growth Target (Actual Growth)	Met Student Group’s Growth Target?
Hispanic or Latino	Yes	689	7 (+24)	Yes
White	Yes	748	5 (+15)	Yes

Socioeconomically Disadvantaged	Yes	701	7 (+34)	Yes
(Source: CDE DataQuest, accessed Nov. 25, 2014.)				

2011-2012 API Growth Scores: Significant Student Subgroups				
Subgroup	Numerically Significant in Both Years?	2012 API Growth	API Growth Target (Actual Growth)	Met Student Group's Growth Target?
Hispanic or Latino	Yes	658	7 (-1)	No
White	Yes	728	5 (+25)	Yes
Socioeconomically Disadvantaged	Yes	661	7 (0)	No
(Source: CDE DataQuest, accessed Nov. 25, 2014.)				

2010-2011 API Growth Scores: Significant Student Subgroups				
Subgroup	Numerically Significant in Both Years?	2011 API Growth	API Growth Target (Actual Growth)	Met Student Group's Growth Target?
Hispanic or Latino	Yes	669	7 (+4)	No
White	Yes	704	6 (+14)	Yes
Socioeconomically Disadvantaged	Yes	664	8 (+20)	Yes
(Source: CDE DataQuest, accessed Nov. 25, 2014.)				

Many of GLC's student subgroups have demonstrated API growth scores for the last three years. Thus, Charter School's student subgroup performance further solidifies its renewal status under Education Code Section 47607(a)(3).

ELEMENT 1: EDUCATIONAL PROGRAM DESCRIPTION

Governing Law: The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an “educated person” in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners. Education Code Section 47605(b)(5)(A)(i).

The annual goals for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals. Education Code Section 47605(b)(5)(A)(ii).

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

School Purpose

MISSION STATEMENT

GLC offers a personalized program of study by focusing on challenging academic standards and forming partnerships between dedicated professionals and families. It emphasizes individualized student learning plans driven by interest, innovation and flexibility.

VISION STATEMENT

GLC prepares students with the 21st century skills necessary for higher education and career readiness.

MOTTO

“BRINGING ACADEMIC EXCELLENCE HOME”

GLC is a personalized learning school that supports parent choice and engagement with the community. Our intent is to foster the innate curiosity of our students, teach them how to access knowledge and ultimately be in charge of their own educational program. In this model, the parent,

student and teacher collaborate to develop an academically rigorous education plan for the student.

Target Student Population

GLC will be open to all students in grades TK-12 (Education Code Section 48000). GLC will specifically target students who reside in Los Angeles County and adjacent counties who are seeking independent study, a non-traditional educational setting.

Students who attend GLC will be educated through a standards based personalized learning academic plan, which may include resource center classes, community-based educational programs, or distance learning. Methods of study will include supplemental learning projects, and objective based content area exploration. Parents who enroll their children in GLC shall, through enrollment and Master agreements, accept primary responsibility for their children's education. GLC will support its students and parents with appropriate educational materials and a team of Independent Study Teachers and specialists. The GLC Independent Study Teachers and specialists shall advise and assist parents and students in all aspects of student education pursuant to relevant agreements.

Each minor student and at least one parent or guardian, with the assistance of GLC Independent Study Teachers and specialists, shall design, consistent with the Common Core State Standards ("CCSS") and Charter School policies, appropriate curricula based upon the student's educational needs and objectives, and shall sign the master agreement(s) with GLC that clearly describe(s) the student's individual educational goals and curriculum for one year of the student's enrollment with GLC. The curricula shall describe the student's educational needs and objectives, the method(s) that will be used to achieve and measure progress towards and achievement of educational objectives, and if applicable, the credit(s) the student will receive upon achievement of educational goals.

Though the structure of work time will vary according to Independent Study Teacher assessment of each student's needs and learning styles, it is expected that students will engage with academic material for four or more hours each school day to stay on track to complete their assigned work within the Learning Period. Each of these days typically begins with the parent and student establishing priorities and learning objectives given the guidance the Independent Study Teacher has provided to them. The student then independently completes his or her assigned work—which may include reading, question and answer, activities, experiments, research and observation and creative work—and the parent checks for understanding, ensuring that daily goals have been met. On some days, engagement with the academic material may involve field trips or other activities designed to augment core curriculum. Students are encouraged to seek out opportunities in their community to deepen their learning.

For purposes of this charter, the term "parent(s)" includes guardian(s) and legal caregivers as defined in Education Code Section 48200, *et seq.* Any parent(s) or legally responsible entity may designate an alternate party to act in place of the parent(s), in compliance with any applicable legal restrictions. GLC students who are 18 years of age do not require parental participation in educational or admission contracts, or performance evaluations.

An Educated Person in the 21st Century

It is the goal of GLC to encourage our students to be prepared and educated for the 21st century by becoming lifelong learners who are intrinsically self-motivated to learn, who have diverse, well-developed interests, who are competent and prepared for the transition into adulthood, and can understand and function at their full potential in the world around them. Adults who have received a GLC education have realized their own aptitudes, talents, or abilities, whether they be in the arts, sciences, or other areas. They have an overview of the history of mankind in all its diversity, an understanding of political processes, the ability to solve mathematical problems and to think scientifically, and the community and global perspective necessary to vote responsibly as citizens in a democratic society.

How Learning Best Occurs

GLC's parents, students, and Independent Study Teachers believe that the best learning occurs when:

- Curriculum and instruction methods are tailored to an individual student's learning styles, and are founded on a standards-based instructional program, which includes the Common Core State Standards, the California Content Standards, and the Next Generation Science Standards (combined, the "State Standards").
- Direct teaching is the foundation, with an emphasis on didactic, interactive and engaging activities.
- Academics are viewed as one aspect of an education; real life context-based learning is the best counterpart to core curriculum.
- Independent learning is enriched by tutoring, field trips, apprenticeships, technology, resource centers, and integrated projects to complement the curriculum.
- The entire community is a learning environment.
- Student interests are engaged.

Goals for students and parents of GLC include, but shall not be limited to the following:

- Optimum learning will be achieved by fostering-parent involvement and support.
- Students will be active participants in their personalized learning plan with the support of their parents and GLC staff.
- Staff and parents will foster intrinsic motivation.
- Students will achieve competency in basic academic skills, not as an end but as a tool to access complex learning.
- Opportunities will be provided for students to explore their potential in the performing and living arts and in the use of technology.
- Students will recognize and use their strongest skills and abilities and improve in areas where they are deficient.

The Master Agreement

The Master Agreement that is signed by student and parent, as well as the Independent Study

Teacher and all other persons who have direct responsibility for providing assistance to the student will detail the application of course credit toward graduation and/or transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements.

Transitional Kindergarten

The transitional kindergarten (“TK”) program will operate as a two-year kindergarten program utilizing a modified kindergarten curriculum that is age and developmentally appropriate for the students enrolled. TK is open to students who will have their fifth birthday between September 2 and December 2.

High School and Core Subjects

High school, for compliance with ESEA purposes, includes grades 9-12, and within those high school grades, the Core Subject areas include English, Math, Science, and Social Studies.

College Co-Enrollment

Co-enrollment at a community college is permitted for students age 16 and older who are ready and able to handle college-level work and the college environment. Students under 16 years of age who are planning to apply for college courses will need a special student admittance form signed by the GLC High School Counselor. College co-enrollment is not required to meet educational or graduation requirements.

Annual Goals and Actions in the Eight State Priorities

The annual goals and actions in the state priorities are contained in the Local Control Accountability Plan (“LCAP”) attached as Appendix B.

In accordance with Education Code Section 47606.5, on or before July 1, 2015, and each year thereafter, GLC shall update the goals and annual actions to achieve those goals and its Local Control Accountability Plan (“LCAP”) using the template adopted by the State Board of Education pursuant to Education Code Section 52064, which update shall include all of the items required pursuant to Education Code Section 47606.5.

English Learners

Students with limited English proficiency will receive support services according to their needs to ensure that the instructional programs are comprehensible and understandable. Our English Learner program is research based and evaluated regularly for effectiveness and provides for English language development. GLC will meet all applicable legal requirements for English Learners (“EL”) as it pertains to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, re-classification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. GLC will implement policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents.

Home Language Survey

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

CELDT Testing

All students who indicate that their home language is other than English will be California English Language Development Test ("CELDT") tested within thirty days of initial enrollment¹ and at least annually thereafter between July 1 and October 31 until re-designated as fluent English proficient.

GLC will notify all parents of its responsibility for CELDT testing and of CELDT results within thirty days of receiving results from publisher. The CELDT shall be used to fulfill the requirements under the Every Student Succeeds Act for annual English proficiency testing.

All references in the charter petition to the CELDT will be understood by GLC and the District to mean the English Language Proficiency Assessments for California ("ELPAC"), when it replaces the CELDT.

Reclassification Procedures

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

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

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

students of the same age that demonstrate to others that the student is sufficiently proficient in English to participate effectively in a curriculum designed for students of the same age whose native language is English.

Monitoring and Evaluation of Program Effectiveness

GLC evaluates the effectiveness of its education program for ELs by:

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

Socioeconomically Disadvantaged Students

Students who are socioeconomically disadvantaged will have equitable access to resources, materials, and learning opportunities.

Student Study Team/Academically Low-Achieving Students

GLC will conduct Student Study Team review and observation of students who are struggling to succeed academically and formulate appropriate measures to support these students in achieving greater academic success.

Academically High-Achieving Students

Students who are academically high achieving are identified by the staff through benchmark testing, end of course assessment, placement tests, standardized test results, and report cards. Students who are performing above grade level are provided an individualized course of study that includes AP and Honor courses, college courses, UC courses, and advanced curriculum choices.

Independent Study

As an independent study program, Gorman Learning Center will comply with state laws relating to independent study as set forth in Education Code Sections 47612.5 and 51745, *et seq.*

Students with Disabilities

GLC shall comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act (“Section 504”), the Americans with Disabilities Act (“ADA”) and the Individuals with Disabilities Education Improvement Act (“IDEIA”). GLC shall be categorized as a public school of the District in accordance with Education Code Section 47641(b).

GLC shall comply with all state and federal laws related to the provision of special education instruction and related services and all SELPA policies and procedures; and shall utilize appropriate SELPA forms. GLC shall be solely responsible for its compliance with Section 504 and the ADA and IDEIA. GLC and the District shall each be liable in accordance with the responsibility ascribed to each within this agreement and as prescribed by law.

As the chartering authority, the District is responsible for oversight of the provision of special education services and for compliance assurance. GLC is responsible for implementation and execution of special education services and for timely notification of known compliance issues.

Section 504 of the Rehabilitation Act

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

Services for Students under IDEIA

GLC shall provide special education instruction and related services in accordance with the IDEIA, Education Code requirements, and applicable policies and practices of the Special Education Local Plan Area (“SELPA”) under the oversight of the District. GLC will follow SELPA policies and procedures, and shall utilize SELPA forms in seeking out and identifying and serving students who may qualify for special education programs and services and for responding to record requests and parent complaints and maintaining the confidentiality of pupil records.

Non-discrimination

It is understood and agreed that all children will have access to GLC and no student shall be denied admission nor counseled out of GLC due to the nature, extent, or severity of his/her disability or due to the student’s request for, or actual need for, special education services.

Parent/Guardian Concerns and Complaints

GLC and the District shall immediately bring to the other’s attention any concern or complaint by a parent/guardian that is in writing and/or which involves a potential violation of state or federal law.

GLC and the District shall provide timely notification to one another of any meetings scheduled with parents/guardians or their representatives to address the parent/guardian concerns or complaints so that a representative of each entity may attend.

GLC and the District shall cooperate in responding to any complaint to or investigation by the California Department of Education, the United States Department of Education, or any other agency, and shall provide timely notice to the other upon receipt of such a complaint or request for

investigation.

In the event that the parents/guardians file for a due process hearing, or request mediation, the District and GLC shall work together to defend the case.

SELPA Representation

The District shall, as the agency responsible for oversight, represent GLC at all SELPA meetings and report to GLC of SELPA activities in the same manner as is reported to all schools within the District.

Special Education Funding

In recognition of its responsibility under Education Code Section 47646, the District shall immediately transfer special education funds to GLC. GLC shall be entitled to a proportion of all special education funds received by the District based in direct proportion to the ratio of District to Charter School ADA. GLC will be responsible for any costs related to the provision of special education services to GLC students.

Title I

GLC receives federal Title I, Part A funds, which are applied towards two principal objectives. First, that all students have a fair, equal and sufficient opportunity to obtain a high-quality education and reach proficiency on state academic content standards as measured by state academic assessments and GLC benchmark assessments. Second, that GLC close the achievement gap between high and low performing students (especially between minority and non-minority students) and between disadvantaged students and their more advantaged peers.

The assessments that will be used to qualify students for Title I services are the CAASPP and the “i-Ready” benchmark tests, as well as other assessments and requirements as needed and as provided by Title I parameters. Those who fall in level 1 standard not met on either Math or Language Arts and within the grade level-specific score range on the “i-Ready” benchmark tests indicating below grade-level performance are designated as Title I Students. These students will receive intervention from their Independent Study Teacher (IST), access to resources specifically designed for struggling students, and additional tutoring from a Title I Specialist.

ELEMENTS 2 & 3: MEASURABLE STUDENT OUTCOMES

Governing Law: The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school. Education Code Section 47605(b)(5)(B).

Governing Law: The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card. Education Code Section 47605(b)(5)(C)

GLC affirms that, to the extent practicable, the method for measuring student outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.

GLC's "measurable student outcomes," for purposes of this part, means the extent to which all students of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program as well as the students meeting the State Standards, state priorities, and local priorities. GLC's measurable student outcomes derive from "Expected Schoolwide Learning Results" (ESLRs) as outlined by the Western Association of Schools and Colleges (WASC) and GLC's LCAP (attached as Appendix B). Students will demonstrate competency in the five growth areas, which are explained in the chart below. Each growth area corresponds to a set of measurable indicators, which the school will utilize in order to ensure continued progress.

EXPECTED SCHOOLWIDE LEARNING RESULTS

Effective Language and Communication Skills

- Each student demonstrates effective verbal and written communication skills: at a level expected in an entry-level business setting.
- Student can read and comprehend written instruction, information, and leisure materials.
- Student can effectively communicate ideas in writing, using appropriate grammar, and tone.
- Student can separate fact from opinion and respect differing opinions.
- Student can follow as well as articulate effective verbal instructions.
- Student can verbally communicate ideas to groups and individuals in a manner appropriate to audiences.

Effective Mathematical Skills

- Student demonstrates ability to analyze data and make logical conclusions.
- Student demonstrates use of math skills to function in the world of business, home finance, and effective consumers.
- Student demonstrates use of basic geometry skills and the underlying principles in problem solving.
- Student demonstrates basic algebra
- Student demonstrates working knowledge of basic statistics and probability
- Student will use basic problem solving strategies in solving life/business related problems

Effective Social Science Skills

- Student demonstrates understanding and responsibility in political process in the context of local, regional, national, and international setting.
- Student identifies the course of history that formed our current form of government and other differences in other major forms of government
- Student demonstrates basic understandings of cultural diversity, its causes, and how diversity affects interpersonal relationships.

Effective Science and Technology Skills

- Student demonstrates the effective use of technology and appropriate applications in the home and world of business
- Student demonstrates understanding the process of scientific investigations in developing hypothesis and testing theories and providing conclusions
- Student recognizes the effects of the sciences, technologies and societies on one another and on the environment.
- Student demonstrates basic understanding of life and physical sciences.

Effective Personal Skills

- Student demonstrates an ability to set goals and actualize those goals.
- Student identifies the benefits of maintaining health: good nutrition, exercise and life choices.
- Student can identify his or her individual strengths/weaknesses and seek methods to develop them.
- Student demonstrates skills and processes needed to seek employment and higher education.
- Student demonstrates honesty, respect and discipline.

Goals, Actions and Measurable Outcomes Aligned with the Eight State Priorities

Pursuant to Education Code Sections 47605(b)(5)(A)(ii) and 47605(b)(5)(B), GLC's annual goals, actions and measurable outcomes, both schoolwide and for each subgroup of pupils, which address and align with the Eight State Priorities as described in Education Code Section 52060(d), can be found in GLC's LCAP. Each of these goals addresses the unique needs of all students attending the Charter School, including our numerically significant student subgroups. The metrics associated with these goals help GLC to ensure that these specific subgroups are making satisfactory progress, and are provided with necessary additional supports made possible by additional funds from the Local Control Funding Formula.

The current LCAP is on file with the District and is also available in Appendix B. GLC shall annually update and develop the LCAP in accordance with Education Code Section 47606.5 and shall use the LCAP template adopted by the State Board of Education. GLC reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the charter through the annual LCAP update. GLC shall submit the LCAP to the District and County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33.

The LCAP, including any revisions, shall be maintained by GLC at the school site. The LCAP and any revisions necessary to implement the LCAP shall not be considered a material revision to the charter unless the revisions are of a nature to constitute material changes to the way in which GLC operates and/or educates students and the LCAP process shall not be used to circumvent the charter material revision process.

METHODS OF MEASURING STUDENT PROGRESS

All students will achieve the student standards by graduation, but not all will progress at the same rate, nor will they demonstrate mastery through the same methods. Independent Study teachers shall consider each student's individual learning styles, abilities, interests, and talents in utilizing assessments to obtain measurements of student progress and create an individualized learning plan.

GLC shall administer the mandated state assessments and shall also meet any required State Standards. GLC shall conduct an annual evaluation of student academic performance to determine if students are achieving academic levels that are at least equivalent to or exceeding those achieved by students in similar type schools both within the area GLC serves and across the state.

The following are a variety of methodologies that help Gorman Learning Center to ensure successful completion of our schoolwide and student outcomes.

1. State mandated assessments – Students will be assessed annually with all state mandated assessments in the California Assessment of Student Academic Performance and Progress (“CAASPP”) program and any other statewide standards or student assessments applicable to students in non-charter public schools, including, but not limited to, the California English Language Development Test (“CELDT”), and the Physical Fitness Test (“PFT”).

2. Local assessments – GLC conducts local assessments that include:

- a. Curriculum based measurement.
- b. Teacher observations, state aligned text book assessments.
- c. Performance-based assessments: foreign language, art, physical fitness, music, etc.
- d. Informal and formal parent conferences throughout the year.
- e. School progress reports.
- f. Report cards.
- g. Attendance.
- h. Work and homework completion.
- i. Special subject, grade or school project.

GLC affirms that its methods for measuring student outcomes for the state priorities, as described above, shall be consistent with the way information is reported on a School Accountability Report Card as required by Education Code Section 47605(b)(5)(C).

ELEMENT 4: GOVERNANCE STRUCTURE

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

GLC is operated by Gorman Learning Charter Network, a California Nonprofit Public Benefit Corporation. GLC has been granted federal and state tax exempt status (501(c)(3)).

GLC operates autonomously from the District, with the exception of the supervisory oversight as required by statute and other contracted services as negotiated between the District and GLC. Pursuant to Education Code Section 47604(c), the District shall not be liable for the debts and obligations of GLC, operated by a California non-profit public benefit corporation, or for claims arising from the performance of acts, errors, or omissions by GLC as long as the District has complied with all oversight responsibilities required by law.

GLC's Articles of Incorporation, Bylaws and Conflict of Interest Code are attached as Appendices C, D, and E.

In the case of a conflict between the requirements of this Charter and provisions of the Articles of Incorporation and/or Bylaws, action taken in accordance with such Articles or Bylaws which conflicts with or is inconsistent with the requirements of the Charter shall be deemed a violation of this Charter and the Bylaws shall provide that in the case of such a conflict the GLC Board of Directors shall take prompt action to revise the Articles or Bylaws to make them consistent with the requirements of this Charter or seek a material revision to the Charter to make the Articles, Bylaws and Charter consistent. Should the provisions of this Charter conflict with the policies, practices, or terms of any collective bargaining agreement or other agreement of GLC, the provisions of this Charter shall prevail.

GLC shall provide written notice to the District Superintendent or designee of any proposed revisions to the Articles of Incorporation and/or Bylaws no less than three (3) weeks prior to consideration of adoption of the revision(s) by the corporate board of directors. Should the District Superintendent or designee indicate that the District considers the proposed revision(s) to be a material revision to GLC's governance structure and/or Charter, GLC may not formally adopt such revision(s) unless and until the revision(s) is first approved through the process set forth in Education Code Section 47607 for material revision to the Charter. Should GLC adopt revision(s) to its Articles of Incorporation and/or Bylaws in accordance with these requirements, it shall provide a final copy of the revised document to the District within three (3) business days of the adoption of such revision(s). The GLC Bylaws shall include these requirements regarding amendment of the Bylaws and Articles of Incorporation.

GLC shall provide to the District Superintendent or designee electronic copies of all of its Governing Board agendas (including all backup materials), and agendas (including all backup materials) of any other boards and committees, on or before the date required for posting of such agendas in compliance with the Brown Act.

Notwithstanding any conflict in the GLC Articles of Incorporation or Bylaws or the law controlling non-profit corporations, all business of GLC and its Board of Directors shall comply with all laws controlling charter schools. GLC shall comply with the Ralph M. Brown Act, Government Code Section 1090 *et seq.*, the Political Reform Act of 1974 (Gov. Code Section 81000 *et seq.*), and any attendant regulations as they may be amended from time to time, and any other applicable conflict of interest prohibitions, including prohibitions applicable to California non-profit corporations. By the terms of this Charter, GLC is obligated to comply with the requirements of Government Code Section 1090 *et seq.* and the Political Reform Act of 1974 to the same extent as if GLC were a noncharter California public school district regardless of any arguments regarding the applicability generally of those laws to California charter schools. In the event that the laws/rules/provisions of Government Code Section 1090 *et seq.* and the Political Reform Act of 1974 permit an action or means of taking action that is restricted or prohibited by the other conflict of interest statute's laws/rules/provisions, the most restrictive law/rule/provision shall control.

Board of Directors

GLC is governed by a Board of Directors, whose major roles and responsibilities include establishing and approving all major educational and operational policies, final approval on all major contracts, final approval of GLC's annual budget, overseeing GLC's fiscal affairs, and selecting and evaluating administrative positions. A major contract is an agreement with specific terms between GLC and one or more persons or entities in which there is an obligation by GLC in an amount that is authorized under GLC policy. The Board of Directors is directed in its operations and its actions by the GLC corporate bylaws, which shall be consistent with the terms of the Charter, the Charter Schools Act of 1992, and any and all other applicable laws. The day-to-day management of GLC shall be delegated to GLC Executive Director, an appointee of the Board of Directors.

The membership, voting rights, terms, etc. of the members of the Board of Directors shall be delineated in the corporate bylaws. The Board of Directors will comply with all applicable federal, state and local laws. It will retain independent legal counsel, when necessary. It will purchase and maintain, as necessary, general liability, property, workers' compensation and unemployment insurance policies. The Board of Directors may initiate and carry on any program, activity, or may otherwise act in any manner which is not in conflict with, inconsistent with, or preempted by any law, and which is not in conflict with the purposes for which charter schools are established.

The Board of Directors may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an officer or employee of GLC or a third party any of those duties. The Board of Directors, however, retains ultimate responsibility over the performance of those powers or duties so delegated.

The District Governing Board reserves its right pursuant to Education Code Section 47604(b) to have a single representative on the Gorman Learning Charter Network Board, and if the District Board chooses to exercise this right, the representative shall be solely of the District's choosing. Any District representative appointed pursuant to Education Code Section 47604(b) shall serve solely at the District Governing Board or designee's discretion and may serve an unlimited number of consecutive terms. The Bylaws shall specify that no restrictions on the appointment, service or

terms for removal of other members of the Board of Directors shall apply to any District appointee pursuant to Education Code Section 47604(b) and such appointee shall serve at the pleasure of and be removed only by the action of the District Governing Board or designee.

Executive Director

The Executive Director acts as the educational leader of GLC, responsible for the effective execution of policies adopted by the Board of Directors and is responsible to lead in a collaborative effort with other members of the Administrative Team for the purpose of planning, operation, supervision, and evaluation of the educational programs and services.

Parent Involvement

Gorman Learning Center encourages parental involvement in many different areas of our school:

- Parents are encouraged to attend school board meetings and have the opportunity to speak during the public comment portion
- Parent volunteers are present at the resource centers
- Parents serve on the LCAP (Local Control Accountability Plan) committee and participate in surveys pertaining to the allocation of school wide resources
- Parents often chaperone school wide field trips and high school events
- Parents may serve on the GLC Board of Directors

ELEMENT 5: EMPLOYEE QUALIFICATIONS

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

Gorman Learning Center shall internally develop or recruit professional, effective and qualified personnel for all administrative, instructional, instructional support, and non-instructional support capacities that believe in the instructional philosophy outlined in its vision statement. GLC shall be nonsectarian in its employment practices and all other operations. GLC shall not discriminate against any individual (employee or student) on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender expression, gender identity, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics).

General Qualifications

Any Non-Certificated, Certificated or Administrative Position that is open, may be filled by a qualified individual selected at the discretion of the Administration. Every candidate must abide by all pre-employment inquiries such as background check via Live Scan process

No offer of employment is valid unless approved by the Executive Director in writing.

Within the provisions of the law, GLC reserves the right to recruit, interview, and employ the best qualified person to fill any of its position vacancies.

Core Teacher Qualifications

GLC will retain or employ core, college prep teaching staff who hold appropriate California teaching certificates or permits issued by the Commission on Teacher Credentialing. GLC will comply with Education Code Section 47605(I), which states:

“Teachers in charter schools shall hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold. ... It is the intent of the Legislature that charter schools be given flexibility with regard to noncore, noncollege preparatory courses.”

GLC will ensure that current copies of all teaching certificates or permits issued to its staff will be maintained in a separate file available at any time for inspection. Teachers will be required to update their certificates or permits as required by their contract.

Applicants who hold full or clear credentials will be considered first above other teacher candidates who have just begun or will be starting their credential programs.

Noncore, Non-college Prep Teachers Qualifications

Educators in non-core classes, defined as those who are providing specialized learning opportunities, including options for physical education, fine and performing arts, or foreign language instruction will have subject matter expertise, professional experience and the demonstrated ability to engage learners' participation in the educational process as determined by GLC.

GLC takes full and complete responsibility for the application of "flexibility" regarding teacher credentialing requirements and its interpretation of that terminology as used in Education Code Section 47605(1) for noncore, non-college prep teachers, including any impacts its use of such "flexibility" may have on GLC's funding, and the insurance and indemnification provisions of this Charter shall apply with full force and effect to protect the District from any and all potential claims or liabilities that may arise from the application of "flexibility" in credential requirements for non-core, non-college preparatory classes at GLC.

Federal core academic subjects are: (1) English/language arts/reading (including reading intervention); (2) mathematics (including mathematics intervention); (3) biological sciences; (4) chemistry; (5) geosciences; (6) physics; (7) social science (history, government, economics, geography); (8) foreign languages (specific); (9) arts (includes drama/theater and dance); and (10) music.

Non-core and non-college preparatory courses are courses that are not defined as core courses herein.

Executive Director

The Executive Director acts as the educational leader of GLC, responsible for the effective execution of policies adopted by the Board of Directors and is responsible to lead in a collaborative effort with other members of the Administrative Team for the purpose of planning, operation, supervision, and evaluation of the educational programs and services.

The minimum qualifications for the Executive Director are as follows:

Education/Certification:

Hold or have had a California Teaching Credential

Hold or be eligible for a California Administrative Credential

Masters Degree in Educational Administration or the equivalent is preferred

Special Knowledge/Skills:

An understanding of school law, school finance, and curriculum and instruction

Demonstrated ability to manage budget and personnel

Demonstrated ability to interpret policy, procedures, and data

Organizational, communication, public relations, and interpersonal skills

Experience:

Five years leadership experience in school administration is preferred

Five years of successful teaching experience

Five years of experience and demonstrated knowledge of independent study charter school operations is preferred

Professional Development

We believe that professional development for each teacher and parent is a key component for a successful learning-centered culture throughout the organization. For student learning to improve, teacher and parent learning must also improve. In order to achieve this goal, GLC shall:

- Provide significant and appropriate professional development opportunities that are consistent with the changes we desire to see the teachers and parents emulate.
- Work to make professional development a regular part of teachers' jobs.
- Train teachers to understand and address diversity and special needs.
- Give Independent Study Teachers and parents sustained time for collective planning, enough to afford them substantial opportunities to work together, learn from one another, and celebrate success.
- Allow time for evidence of desired changes to appear.
- Ensure that staff knows how to access and use research that could further enhance their effectiveness in serving all students.

ELEMENT 6: HEALTH AND SAFETY PROCEDURES

Governing Law: The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the charter school furnish it with a criminal record summary as described in Section 44237 (Education Code Section 47605(b)(5)(F))

In order to provide safety for all students and staff, Gorman Learning Center has implemented, and periodically updates as necessary, full health and safety procedures, and risk management policies in consultation with its insurance carriers and risk management experts. The following is a summary of the health and safety procedures at Gorman Learning Center. A full version of the policies shall be provided to the District any time upon request.

Background Checks

Employees and contractors of GLC will be required to submit to a criminal background check and to furnish a criminal record summary as required by Education Code Sections 44237 and 45125.1. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

Role of Staff as Mandated Child Abuse Reporters

All non-certificated and certificated staff will be mandated child abuse reporters and will follow all applicable reporting laws, the same policies and procedures used by the District. The Charter School shall provide mandated reporter training to all employees annually in accordance with Education Code Section 44691.

Tuberculosis Risk Assessment and Examination

Faculty, staff and volunteers, who have frequent or prolonged contact with students, will be assessed and examined (if necessary) for tuberculosis prior to commencing employment and working with students, or initiating a volunteer assignment, as required by Education Code Section 49406.

Immunizations

All enrolled students who receive classroom-based instruction will be required to provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075. All rising 7th grade students must be immunized with a pertussis (whooping cough) vaccine booster.

Medication in School

GLC will adhere to Education Code Section 49423 regarding administration of medication in school.

Vision, Hearing, and Scoliosis

Students will be screened for vision, hearing and scoliosis. GLC will adhere to Education Code Section 49450, *et seq.*, as applicable to the grade levels served by GLC.

Diabetes

GLC will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but shall not be limited to, all of the following:

1. A description of type 2 diabetes.
2. A description of the risk factors and warning signs associated with type 2 diabetes.
3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
4. A description of treatments and prevention of methods of type 2 diabetes.
5. A description of the different types of diabetes screening tests available.

Suicide Prevention Policy

GLC shall maintain a policy on student suicide prevention in accordance with Education Code Section 215.

Emergency Preparedness

GLC shall adhere to an Emergency Preparedness Handbook drafted specifically to the needs of the school facility in conjunction with law enforcement and the Fire Marshall. This handbook shall include, but not be limited to the following responses: fire, flood, earthquake, terrorist threats, and hostage situations. If assuming a facility that was previously used as a school site, any existing emergency preparedness plan for the school site shall be used as a starting basis for updating the handbook for GLC. Staff shall receive training in emergency response, including appropriate "first responder" training or its equivalent.

Blood Borne Pathogens

GLC shall meet state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the work place. The Board shall establish a written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus ("HIV") and hepatitis B virus ("HBV").

Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.

Drug-, Alcohol-, and Smoke-Free Environment

GLC shall function as a drug-, alcohol-, and smoke-free environment.

Facility Safety

GLC shall comply with Education Code Section 47610 by utilizing facilities that are compliant with the Field Act or the California Building Standards Code. GLC agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. GLC shall conduct fire drills as required under Education Code Section 32001.

Comprehensive Anti-Discrimination and Harassment Policies and Procedures

GLC is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation. GLC has developed a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at GLC (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with GLC's discrimination and harassment policies.

These policies are incorporated into student and staff handbooks and will be reviewed on an ongoing basis.

ELEMENT 7: MEANS TO ACHIEVE RACIAL AND ETHNIC BALANCE

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

GLC actively seeks to match the racial and ethnic balance of the general population residing in the territorial jurisdiction of the District. This is accomplished through an open enrollment policy and active outreach activities and recruitment of underrepresented minorities. Recruitment includes, but is not limited to:

- Development of promotional and informational material with use of newspaper advertisements, flyers, website and radio advertisements that appeals to the racial and ethnic groups represented in GLC's service area;
- Distribution of promotional and informational materials to a broad variety of community groups and agencies;
- Outreach meetings for prospective students and parents.
- Outreach meetings held in various demographic areas will help diversify the student population.

ELEMENT 8: ADMISSION REQUIREMENTS

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

GLC will be nonsectarian in its programs, admission policies, and all other operations, and will not charge tuition nor discriminate against any student based upon any of the characteristics listed in Education Code Section 220.

GLC shall admit all students who wish to attend GLC's Independent Study. No test or assessment shall be administered to students prior to acceptance and enrollment into GLC. GLC will comply with all laws establishing minimum and maximum age for public school attendance in charter schools. As required by Education Code Section 51747.3, GLC shall only admit and enroll students who reside in Los Angeles County and adjacent counties.

GLC shall require students who wish to attend GLC to complete an application form. The application form asks only for student and parent legal names, birthdate, address, district of residence, previous school, and grade of student. After admission, students will be required to submit an enrollment packet, which shall include the following:

1. Student enrollment form.
2. Proof of Immunization.
3. Home Language Survey.
4. Completion of Emergency Medical Information Form.
5. Proof of minimum age requirements.
6. Release of records.

Enrollment is finalized when forms are complete and the parent and student, and Independent Study Teacher and other persons who have direct responsibility for providing assistance to the student sign the Master Agreement.

Public Random Drawing

Applications will be accepted during a publicly advertised open enrollment period each year for enrollment in the following school year. Following the open enrollment period each year, applications shall be counted to determine whether any grade level has received more applications than availability. In the event that this happens, GLC will hold a public random drawing to determine admission for the impacted grade level, with the exception of existing students, who are guaranteed admission in the following school year. Admission preferences in the case of a public random drawing shall be given to the following students in the following order:

1. Siblings of enrolled students.
2. Residents of the District.
3. All other applicants.

At the conclusion of the public random drawing, all students who were not granted admission due

to capacity shall be given the option to put their name on a wait list according to their draw in the lottery. This wait list will allow students the option of enrollment in the case of an opening during the current school year. In no circumstance will a wait list carry over to the following school year.

Public random drawing rules, deadlines, dates and times will be communicated in the application form and on GLC's website. Public notice for the date and time of the public random drawing will also be posted once the application deadline has passed. GLC will also inform parents of all applicants and all interested parties of the rules to be followed during the public random drawing process via mail or email at least two weeks prior to the lottery date.

GLC will conduct the lottery in the spring for enrollment in fall of that year.

ELEMENT 9: FINANCIAL PLANNING, REPORTING AND ACCOUNTABILITY

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)]

Governing Law: The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority (Education Code Section 47605(b)(5)(I))

Budget, Financial Reporting, and Audits

Gorman Learning Center annually prepares and submits the following reports to the District and the County Superintendent of Schools as prescribed in Education Code section 47604.33:

1. On or before July 1, a preliminary budget for the current fiscal year.
2. On or before July 1, a local control and accountability plan and an annual update to the local control and accountability plan required pursuant to Education Code Section 47606.5.
3. On or before December 15, an interim financial report for the current fiscal year reflecting changes through October 31.
 - a. Additionally, by December 15, a copy of GLC's annual, independent financial audit report for the preceding fiscal year is delivered to the State Controller and the California Department of Education.
4. On or before March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
5. On or before September 15, a final unaudited report for the full prior year.
 - a. The report submitted to the Los Angeles County Office of Education includes an annual statement of the receipts and expenditures for the preceding fiscal year.

Gorman Learning Center plans and manages its own budget for all applicable state and federal categorical funds, lottery funds, discretionary funds, additional ADA monies generated, grants, donations, fundraisers and gifts. The Board of Directors selects and oversees an auditor with education audit experience who is on the State Controller's approved list of auditing firms. The audit is conducted in accordance with generally accepted accounting principles applicable to Gorman Learning Center and the State Controller's adopted TK12 audit guide as applicable to charter schools.

The audit, at a minimum, verifies the accuracy of GLC's financial statements, revenue-related data collection and reporting practices, and examines Gorman Learning Center's internal controls. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars. The annual audit shall be completed within six months of the close of the fiscal year. A copy of any auditor's findings will be forwarded to the Gorman School District, the County Superintendent of Schools, the State Controller and the CDE by December 15 of each year.

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

The annual audit will be completed and forwarded to the District, the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year. These financial audits shall be conducted by an independent auditor included on the State Controller's approved list of independent auditors. The auditor will verify the accuracy of GLC's financial statements, accounting practices, revenue-related data collection and reporting practices and will review GLC's internal controls. The audit will include a review of ADA as reported by GLC. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars. Moreover, the audits will assure that GLC's money is being handled responsibly and that its financial statements conform to generally accepted accounting principles. The Chief Business Officer or designee will review any audit exceptions or deficiencies and report to the Board of Directors with appropriate recommendations on how to resolve them. The Board of Directors will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District. GLC agrees to resolve outstanding issues from the audit prior to the completion of the auditor's final report. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law.

The independent financial audit of GLC is a public record to be provided to the public upon request.

The District Board shall have the right to request or conduct an audit at any time of the year. The cost for such audit shall be borne by the District if the audit reveals no financial or enrollment discrepancies resulting in under- or over-reporting of greater than three percent (3%) total; in all other cases, GLC shall bear the cost of the audit.

Oversight and Reporting

GLC will receive funding pursuant to Education Code Section 47630 *et seq.* and its successors and will opt to receive its funding directly from the state. Any funds due to GLC that flow through the District shall be forwarded to GLC in a timely fashion.

GLC shall pay an annual oversight fee to the District up to any maximum permitted by law

(currently described and limited in Education Code Section 47613 to its annual costs not to exceed one percent (1%) of all state and federal revenues). GLC acknowledges that the District's actual costs in conducting its oversight obligations will meet or exceed the maximum percentage permitted by law and the District shall not be required to submit documentation of its actual oversight costs.

The District may inspect or observe any part of GLC at any time during regular business hours, with or without prior notice or at any mutually agreeable time. Inspection, observation, monitoring, and oversight activities may not be assigned or subcontracted to a third party by the District without the consent of GLC Board of Directors, except with respect to persons or entities with whom District may contract for the provision of services to students with exceptional needs.

Budgets and Financial Reporting

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

- A projected budget including cash-flow.
- Budget assumptions.
- Financial projections for three years of operation.

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

GLC will provide reporting to the District as required by law and as requested by the District including but not limited to the following: California Basic Educational Data System (CBEDS), actual Average Daily Attendance reports, all financial reports required by Education Code Sections 47604.33 and 47605(m), the School Accountability Report Card (SARC), and the LCAP.

GLC agrees to and submits to the right of the District to make random visits and inspections in order to carry out its statutorily required oversight in accordance with Education Code Sections 47604.32 and 47607.

Pursuant to Education Code Section 47604.3, GLC shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records from the District.

Insurance

GLC/Gorman Learning Charter Network shall purchase and maintain in full force and effect at all times during the term of this Charter insurance in amounts and types and subject to the terms approved by the Gorman Joint School District's risk manager and as specified below. GLC/Gorman Learning Charter Networks obligations to acquire and maintain insurance as provided in this section of the Charter shall survive the revocation, expiration, termination, or cancellation of this Charter or any other act or event that would end GLC/Gorman Learning Charter Network's right to operate as a charter school pursuant to this Charter or cause GLC/Gorman Learning Charter Network to cease operations until GLC/Gorman Learning Charter Network has fully complied with the Closure Protocol set forth in this Charter and any additional closure procedures by law, regulation, or required by the California Department of Education.

Without limiting this Charter and/or the defense, indemnity, and hold-harmless obligations of GLC/Gorman Learning Charter Network, throughout the life of the Charter, GLC/Gorman Learning Charter Network shall obtain, pay for, and maintain in full force and effect insurance policies issued by an insurer or insurers admitted by the California Insurance Commissioner to do business in the State of California and rated not less than “ A or A-VII” by A.M. Best Insurance Rating Guide, or, in the case of self-insurance, with a California Joint Powers Authority, a memorandum or memoranda of coverage providing coverage as follows:

COMMERCIAL GENERAL LIABILITY insurance and/or coverage, which shall include coverage for: “bodily injury”, “property damage”, “advertising injury”, and “personal injury”, including, but not limited to, coverage for products and completed operations, sexual abuse/molestation, and sexual harassment with combined single limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Additionally, Excess Liability coverage shall be procured in the amount of \$5,000,000 per occurrence.

COMMERCIAL AUTO LIABILITY insurance and/or coverage, which shall include coverage for owned, non-owned, and hired autos, with bodily injury and property damage liability limits not less than \$1,000,000 per person and per occurrence.

- A. General Liability Insurance Endorsement Negligence Related to **Sexual Abuse or Molestation** providing coverage for allegations of wrongful acts or negligence should an injury occur as a result of sexual abuse with liability coverage of \$5,000,000 per occurrence. Such insurance must include coverage for sexual abuse perpetrated by a student, students in supervised internship program, employed school psychologists and counselors, employee, officer or director, business invitee, volunteer or representative, and agent for whose conduct the insured entity is responsible.
- B. General Liability Insurance Endorsement Negligence Related to **Corporal Punishment** providing coverage for allegations of wrongful acts or negligence should an injury occur as a result of corporal punishment. Such coverage shall provide for defense with liability coverage of \$5,000,000 per occurrence. Such insurance must include coverage for corporal punishment perpetrated by a student in supervised internship program, employed school psychologists and counselors, employee, officer or director, business invitee, volunteer or representative, and agent for whose conduct the insured entity is responsible.

EMPLOYEE BENEFITS LIABILITY insurance and/or coverage which shall include coverage for errors and omissions in the administration of an employee benefit program. Such coverage shall be in an amount not less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate.

WORKER’S COMPENSATION insurance and/or coverage, as required by applicable law, with not less than statutory limits.

PROPERTY insurance and/or coverage, which shall include: (a) coverage for real property on an “all risk” basis with full replacement cost coverage and code upgrade coverage, (b)

Fire Legal Liability, to protect against liability for portions of premises leased or rented, and (c) Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of GLC/Gorman Learning Charter Network.. If any Gorman Joint School District property is leased, rented or borrowed, it shall also be insured by GLC/Gorman Learning Charter Network in the same manner as (a), (b), and (c) above.

PROFESSIONAL LIABILITY insurance and/or coverage, in an amount not less than \$1,000,000 per “claim” with an aggregate policy limit of \$5,000,000. This Professional Liability insurance and/or coverage must be “claims made” and not “claims made and reported.”

FIDELITY BOND coverage shall be maintained by GLC/Gorman Learning Charter Network to cover all GLC/Gorman Learning Charter Network employees who handle, process or otherwise have responsibility for GLC/Gorman Learning Charter Network funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$1,000,000 per occurrence.

All of the insurance and/or coverage required by the foregoing provisions of this Charter shall: (a) be endorsed to name the Gorman Joint School District and its Board of Trustees, Board members, officers, Board appointed groups, committees, boards, and any other Board appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors, and assigns (collectively hereinafter the “Gorman Joint School District and the Gorman Joint School District Personnel”) as additional insureds; (b) shall insure Gorman Joint School District and Gorman Joint School District Personnel to the same extent as GLC/Gorman Learning Charter Network; (c) shall be primary insurance, and any insurance and/or self-insurance or coverage maintained by the Gorman Joint School District and/or by the Gorman Joint School District Personnel shall be in excess of GLC/Gorman Learning Charter Network’s insurance and/or coverage required by the foregoing provisions of this Charter and shall not contribute with the primary insurance and/or coverage to be provided by GLC/Gorman Learning Charter Network; (d) shall be on an “occurrence” basis rather than a “claims made” basis, excepting only educators’ legal liability and errors and omissions insurance and/or coverage, which shall be on a “claims made” basis; and (e) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of liability set forth in the applicable policy or memorandum of coverage.

Each policy of insurance and/or memorandum of coverage required by the foregoing provisions of this Charter shall be endorsed to state that coverage shall not be suspended, rescinded, voided, cancelled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, without thirty (30) days’ prior written notice thereof given by the insurer to the Gorman Joint School District by U.S. Mail, certified, or by personal delivery. In addition to such notice provided to the Gorman Joint School District by the insurer, GLC/Gorman Learning Charter Network shall also provide the Gorman Joint School District with thirty (30) days’ prior written notice, by certified mail, return receipt requested, of the suspension, recession, voiding, cancellation, reduction in coverage or limits, non-renewal, or material change for any reason, of any policy of insurance or memorandum of coverage required by the foregoing provisions of this Charter. If at any time any policy of insurance or memorandum of coverage required by the foregoing provisions

of this Charter is suspended, rescinded, voided, canceled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, Gorman Joint shall cease operations until such policy of insurance and/or memorandum of coverage is restored, and if the required insurance and/or coverage is not restored within two (2) business days, the Charter shall be subject to revocation pursuant Education Code Section 47607 and/or shall become void at the Gorman Joint School District's option.

The acceptance by the Gorman Joint School District of the insurance and/or coverage required by the foregoing provisions of this Charter shall in no way limit the liability or responsibility of GLC/Gorman Learning Charter Network or of any insurer or joint powers authority to the Gorman Joint School District.

Each policy of insurance and/or memorandum of coverage required by the foregoing provisions of this Charter shall be endorsed to state that all rights of subrogation against the Gorman Joint School District and/or the Gorman Joint School District Personnel are waived.

GLC/Gorman Learning Charter Network shall provide to the Gorman Joint School District duplicate originals of each policy of insurance and/or each memorandum of coverage required by the foregoing provisions of this Charter, including all declarations, forms, and endorsements, which shall be received and approved by the Gorman Joint School District within thirty (30) days of the approval of this Charter and by July 1 and January 7 of each year thereafter. The duplicate originals and original endorsements required by this provision shall be signed by a person authorized by the insurer and/or joint powers authority to bind coverage on its behalf. The procuring of such insurance and/or coverage or the delivery of duplicate originals and endorsements evidencing the same shall in no way be construed as a limitation of the obligation(s) of GLC/Gorman Learning Charter Network to defend, indemnify, and hold harmless the Gorman Joint School District and the Gorman Joint School District Personnel.

The limits of liability applicable to the policies of insurance and/or memoranda of coverage required by the foregoing provisions of this Charter shall not reduce or limit the obligation(s) of GLC/Gorman Learning Charter Network to defend, indemnify, and hold harmless the Gorman joint School District and the Gorman Joint School District Personnel.

The limits of liability applicable to the policies of liability insurance and/or memoranda of coverage in place of liability insurance required by the foregoing provisions of this Charter shall not be reduced by or apply to defense costs or attorney s fees incurred to defend against covered claims.

Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverages required by the foregoing provisions of this Charter must be declared to and approved by the Gorman Joint School District.

GLC/Gorman Learning Charter Network shall promptly respond to all inquiries from the Gorman Joint School District regarding any claims against GLC/Gorman Learning Charter Network and/or any obligation of GLC/Gorman Learning Charter Network under the foregoing provisions of this Charter.

Additionally, GLC/Gorman Learning Charter Network shall, at all times, maintain a funds balance (reserve) of its expenditures as suggested by Section 15450, Title 5 of the California Code of Regulations.

Indemnification

To the fullest extent permitted by law, GLC/Gorman Learning Charter Network agrees to promptly, fully and completely indemnify, defend through counsel reasonably acceptable to Gorman Joint School District and hold harmless the Gorman Joint School District, the Gorman Joint School District's Board of Trustees, and each of their members, officers, Board appointed groups, committees, boards, and any other Board appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors, and assigns ("Indemnitees") from and against any and all claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities of whatever nature or kind, including, but not limited to, attorney's fees and litigation costs, that in any way arise out of or relate to any actual or alleged act or omission on the part of GLC/Gorman Learning Charter Network., and/or on the part of the board of directors, officers, board appointed groups, committees, boards, and any other GLC/Gorman Learning Charter Network appointed body, and administrators, employees, attorneys, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns of GLC/ Gorman Learning Charter Network in any way related to the performance of and/or to the failure to perform in whole or in part any obligation under the Charter and/or in any way related to the operation or operations of GLC/Gorman Learning Charter Network or of any other facility, program, or activity. The obligations of GLC/Gorman Learning Charter Network to defend the Gorman Joint School District and the other Indemnitees identified herein is not contingent upon there being an acknowledgement of or a determination of the merit of any claim, demand, action, cause of action, or suit, and those obligations will be deemed to be triggered immediately upon the assertion of any claim, demands, actions, cause of action, or suit within the scope of this paragraph. However, nothing in this paragraph shall be constructed to obligate GLC/Gorman Learning Charter Network to indemnify Indemnitees for any claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities resulting from an Indemnitee's sole negligence, from an Indemnitee's active negligence, or from an Indemnitee's willful misconduct where such sole negligence, active negligence, or willful misconduct has been adjudged by the final and binding findings of a court of competent jurisdiction; except, in instances where the active negligence or willful misconduct of an Indemnitee accounts for only part of the loss(es) involved, the indemnity obligations of GLC/ Gorman Learning Charter Network shall be for that portion of the loss(es) not due to the active negligence or the willful misconduct of such Indemnitees.

GLC/Gorman Learning Charter Network further specifies that its indemnification, defense, and hold harmless obligations pursuant to this Charter extend to indemnify, defend, and hold the District and District Personnel and Indemnitees harmless from any and all financial obligations in the event of an unbalanced budget.

GLC/Gorman Learning Charter Network's obligation to indemnify, defend, and hold harmless the Indemnitees, as set forth in this section of the Charter, shall survive the revocation, expiration, termination, or cancellation of this Charter or any other act or event that would end GLC/Gorman

Learning Charter Network's right to operate as a charter school pursuant to this Charter or cause GLC/Gorman Learning Charter Network to cease operations.

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 authorizing entity has complied with all oversight responsibilities required by law. GLC/Gorman Learning Charter Network shall at all times be operated by or as a nonprofit public benefit corporation and shall provide to the District proof of its federal and state tax exempt status on or before July 1 following approval of this Charter. Further, GLC/Gorman Learning Charter Network 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(s) to ensure the District shall not be liable for the operation of the Charter School. Nothing in this paragraph shall serve to reduce or excuse GLC/Gorman Learning Charter Network's obligations to obtain and maintain the insurance required by this Charter and or its obligation to indemnify, defend, and hold harmless the Indemnitees, as set forth in this Charter.

Administrative Services

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

It is anticipated that GLC will provide or procure most of its own administrative services including, but not limited to, financial management, accounts payable/receivable, payroll, human resources, and instructional program development either through its own staff or through an appropriately qualified third-party contractor. GLC's Business Office is located at 1826 Orange Tree Lane, Redlands, CA 92374, while its Warehouse is located at 1950 Park Avenue, Redlands, CA 92374.

GLC shall engage the services of a Business/Financial Professional to carry out the business and fiscal functions of GLC. Such services may be provided either by an employee of GLC or by a consultant (or consultant group) hired by GLC. Any such employee or consultant (or consultant group) shall have a minimum of three years of experience serving a California public school (charter or non-charter) in the capacity of business manager or similar, or providing the services of a Chief Financial Officer or similar to a California public school (charter or non-charter) in a consultant capacity or comparable experience.

ELEMENT 10: PROCEDURES BY WHICH STUDENTS CAN BE SUSPENDED OR EXPELLED

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

Compliance with GLC's adopted procedures for suspension and expulsion set forth herein shall be the sole process for GLC to involuntarily dismiss, remove, or otherwise exclude a student who attends GLC from further attendance at GLC for any reason, including but not limited to, disciplinary and academic causes. In no event shall GLC adopt an additional or alternative process for dismissing, removing, or otherwise involuntarily removing a student who attends GLC from further attendance at GLC separate from or in addition to GLC's procedures for suspension and expulsion.

This Student Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well-being of all students at GLC. In creating this policy, GLC has reviewed Education Code Section 48900 *et seq.* which describes the noncharter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 *et seq.* GLC is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion. Revisions to the causes or procedures for suspension or expulsion shall constitute a material revision to the Charter, except revisions made to reflect changes in Education Code Section 48900 *et seq.*

When the Policy is violated, it may be necessary to suspend or expel a student. This policy shall serve as GLC's policy and procedures for student suspension and expulsion. Charter School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations. Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

GLC administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. The notice shall state that this Policy and Procedures are available on request at the Executive Director's office and through the GLC website.

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

A student identified as an individual with disabilities or for whom GLC has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act

of 2004 (“IDEIA”) or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 (“Section 504”) is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. GLC will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom GLC has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

A. Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct as specified herein if the act is related to school activity or school attendance occurring at any time.

B. Enumerated Offenses

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

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a student.
- 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.
 - 1) Except as provided in Education Code Section 48910, a pupil enrolled in kindergarten or any of grades 1 to 3, inclusive, shall not be suspended for any of the acts enumerated in this subdivision.
- l) Knowingly received stolen school property or private property.
- m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- n) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- o) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a student 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 student. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- r) Made terroristic threats against school officials and/or school property. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a

gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.

- s) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to students in any of grades 4 to 12, inclusive.
- t) Caused, attempted to cause, threatened 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 students 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 students 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 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 GLC.

- 2) “Electronic Act” means the creation or transmission originated on or off the school site, 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, video, 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 student 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 student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student 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 student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
 - iii. An act of cyber sexual bullying.
 - (a) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - (b) For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
 - iv. 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 student 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 student 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)(a)-(b).

- 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 Executive Director'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 student:

- 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 Executive Director's concurrence.

3. Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the student:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or 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 student.

- 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) Knowingly received stolen school property or private property.
- l) 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.
- m) 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.
- n) 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.
- o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- p) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a student 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 student. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- q) Made terroristic threats against school officials and/or school property. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
- r) 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 students in any of grades 4 to 12, inclusive.

- s) Caused, attempted to cause, threatened 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 students in any of grades 4 to 12, inclusive.
- t) 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 students in any of grades 4 to 12, inclusive.
- u) 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 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 GLC.
 - 2) "Electronic Act" means the creation or transmission originated on or off the school site, 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, video, 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 student 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 student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student 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 student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
- iii. An act of cyber sexual bullying.
 - (a) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - (b) For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- iv. 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.
- v) A student 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 student 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 (3)(a)-(b).
- w) 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 Executive 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 student:

- 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 Executive 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 Executive Director or the Executive Director' 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 Executive Director or designee.

The conference may be omitted if the Executive 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 student 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 student 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 student for failure of the student's parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student'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 Executive Director or designee, the student and the student's guardian or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Executive Director or designee upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing.

D. Authority to Expel

A student may be expelled either by GLC Board following a hearing before it or by GLC 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 student or a Board member of GLC'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 Executive Director or designee determines that the student 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 student confidentiality rules under FERPA) unless the student makes a written request for a public hearing at least 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 student. 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 GLC'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 GLC 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

GLC 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 GLC Board or the Administrative Panel. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

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) the complaining witness may elect to have the hearing closed while testifying.
2. GLC 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, GLC must present evidence that the witness' presence is both desired by the witness and will be helpful to GLC. 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. If the hearing is to be conducted in public at the request of the student 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 student, 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 student shall immediately be returned to his/her educational program.

I. Written Notice to Expel

The Executive 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 school or district in which the student seeks to enroll of the student's status with GLC.

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

J. Disciplinary Records

GLC shall maintain records of all student suspensions and expulsions at GLC. Such records shall be made available to the District upon request.

K. No Right to Appeal

The student shall have no right of appeal from expulsion from GLC as GLC Board's decision to expel shall be final.

L. Expelled Students/Alternative Education

Students 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. GLC 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 GLC 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 student may reapply to GLC for readmission.

N. Readmission

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

GLC 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 GLC or the 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 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, GLC, 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 GLC, 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 GLC, 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 and implement a behavioral intervention plan for such child, provided that GLC 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.
- c. Return the child to the placement from which the child was removed, unless the parent and GLC agree to a change of placement as part of the modification of the behavioral intervention plan.

If GLC, 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 GLC 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 GLC 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 GLC, 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 GLC 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 Executive 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 GLC's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if GLC had knowledge that the student was disabled before the behavior occurred.

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

GLC shall not be deemed to have knowledge 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 11: RETIREMENT SYSTEMS

Governing Law: The manner by which staff members of the charter school will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security (Education Code Section 47605(b)(5)(K))

Certificated employees shall participate in the State Teachers' Retirement System ("STRS"). Non-certificated employees shall participate in the Public Employees' Retirement System ("PERS") and federal social security. GLC makes all employer contributions required by STRS, PERS, or Social Security as applicable to the position. GLC also makes the employer contributions required for Workers' Compensation Insurance, Unemployment Insurance, and other applicable payroll benefits. Compensation and employee benefits are set by GLC's Board of Directors. Employees and GLC will contribute at the rates established by STRS or PERS.

The Chief Business Officer or designee shall be responsible for ensuring that the aforementioned deposits are made as required.

ELEMENT 12: 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 (Education Code Section 47605(5)(5)(L))

No student may be required to attend GLC. Students who reside within the District who choose not to attend GLC may attend a 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 transfer policies.

ELEMENT 13: EMPLOYEE RETURN RIGHTS

Governing Law: The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school and of any rights of return to the school district after employment at a charter school (Education Code Section 47605(b)(5)(M))

No public school district employee shall be required to work at GLC. Employees of the District who choose to leave the employment of the District to work at GLC will have no automatic rights of return to the District after employment by GLC 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 GLC that the District may specify, any rights of return to employment in a school district after employment in GLC that the District may specify, and any other rights upon leaving employment to work in GLC that the District determines to be reasonable and not in conflict with any law.

All employees of GLC will be considered the exclusive employees of GLC 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 GLC. Employment by GLC provides no rights of employment at any other entity, including any rights in the case of closure of GLC.

ELEMENT 14: DISPUTE RESOLUTION PROCEDURES

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

Disputes with the District

GLC and the District will be encouraged to attempt to resolve any disputes with the District amicably and reasonably without resorting to formal procedures.

If the District determines that a violation of the Charter or law may have occurred or a problem has arisen related to the operation of GLC or the District's oversight obligations, or a dispute otherwise arises between the District and GLC, the following procedures shall be followed to resolve the dispute:

- (1) Should the District determine in writing that the violation or issue in question constitutes a severe and imminent threat to the health or safety of the pupils, it shall not be bound by any portion of this dispute resolution process and may commence revocation proceedings immediately or take action as it deems necessary.
- (2) In the event that the District believes that the dispute relates to an issue that could lead to revocation of the Charter, participation in the dispute resolution procedures outlined in this Element shall not be interpreted to impede or act as a pre-requisite to the District's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations. Rather, the District may choose, in its sole discretion, to proceed directly with the revocation procedures or may choose to participate in all or part of the dispute resolution procedures set forth below.
- (3) If the violation or issue in question does not constitute a severe and imminent threat and the District has not decided to proceed immediately with the commencement of revocation procedures, the District will provide oral or written notification of the violation or issue. The date that this notice is orally provided or sent shall be the "Notice Date." This notice will constitute the notice required under the provisions of Education Code 47607(d) prior to revocation of a charter. If the District believes that the dispute relates to an issue that could lead to revocation of the Charter in accordance with Education Code Section 47607, GLC requests that the District note this in the written notice, but the District is not bound to do so. Upon issuance of this notice, a meeting will be scheduled to discuss and possibly resolve the dispute. Both parties must have representatives present at this meeting and under no circumstances will the meeting be held more than ten (10) calendar days after the Notice Date. The District

representative at the meeting will be the Superintendent or the Superintendent's designee, and the GLC representative will be the GLC Executive Director or Executive Director designee. If the dispute is not resolved at this meeting, or in strict accordance with any plan for resolution agreed upon at this meeting, the parties will proceed to step 4.

- (4) The District may commence revocation of the Charter and/or other appropriate action in accordance with Education Code Section 47607 or applicable law.

The parties shall exchange information as necessary to avoid disputes and assist in curing disputes and shall use their best efforts to resolve disputes between them at the earliest possible time.

Internal Dispute Resolution

The GLC board of trustees will adopt policies and processes for airing and resolving disputes, other than those between the District and GLC which are covered above. Parents, students, board members, volunteers and staff at GLC will be provided with a copy of GLC's policies and dispute resolution process and will agree to work within it.

The District will refer all disputes not related to a possible violation of the Charter or law or to the operation of the Charter School or the District's oversight obligations to GLC's Executive Director for resolution according to GLC's internal dispute resolution process. The District may choose to submit disputes that are related to possible violations of the Charter or law or to the operation of the Charter School or the District's oversight obligations to GLC's Executive Director for resolution according to GLC's internal dispute resolution process. Should the District receive a complaint regarding GLC that is referred to GLC for investigation and/or resolution, GLC shall provide the District with updates regarding GLC's investigation and resolution of the matter at least every two weeks and upon resolution of the complaint or issue. In the event that GLC's adopted policies and processes fail to resolve the dispute, the District agrees not to intervene in the dispute without the consent of the School's board unless the matter relates to a possible violation of the Charter or law or to the operation of the Charter School or the District's oversight obligations.

ELEMENT 15: CLOSURE PROCEDURES

Governing Law: The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter 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 47605(b)(5)(O)).

The following procedures shall apply in the event the School closes. The following procedures apply regardless of the reason for closure. In addition to the following procedures, GLC shall comply with all of the requirements of California Code of Regulations, Title 5, Sections 11962 and 11962.1 and any other applicable legal requirements for closure of a charter school.

Closure of GLC (“Closure Action”) will be documented by official action of the GLC 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 GLC Board of Directors will promptly notify parents and students of GLC, the District, the Los Angeles County Office of Education, GLC’s SELPA, the retirement systems in which GLC’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 students’ school districts of residence; and the manner in which parents/guardians may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements. The notice to the District shall be provided within 72 hours of the Closure Action.

The GLC Board of Directors will ensure that the notification to the parents and students of GLC 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 GLC.

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

As applicable, GLC 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. GLC will ask the District to store original records of Charter School students. All student records of GLC shall be transferred to the District upon Charter School closure. If the District will not or cannot store the records, GLC 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, but no later than 60 days after the latter of the Closure Action or the effective date of the closure, GLC will prepare final financial records. GLC will also have an independent audit completed within six months after closure. GLC will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant, who meets all of the requirements specified in Element 9 for the conduct of GLC's annual audits, selected by GLC 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 GLC. In the case that GLC either does not pay for or have an independent audit completed within the six-month timeline, the District may, at its option, pay for an audit to be completed and subtract such payment from any funds due to the Charter School. Any costs for the audit incurred by the District shall remain a liability of GLC until repaid in full. The final audit will delineate the disposition of all assets and liabilities. Any liability or debt incurred by GLC shall be the responsibility of GLC and not the District. GLC understands and acknowledges that GLC will cover the outstanding debts or liabilities of GLC. Any unused monies at the time of the audit will be returned to the appropriate funding source. GLC understands and acknowledges that only unrestricted funds will be used to pay creditors. Any unused special education related funds will be returned to the District or SELPA, as appropriate, and other categorical funds will be returned to the source of funds.

GLC will complete and file any annual reports required pursuant to Education Code section 47604.33.

Notwithstanding any rule, regulation, Charter provision, corporate Bylaw or document to the contrary, 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 – which have been determined to have been generated exclusively through state and federal apportionment funds for Charter School students, after payment of all debts and liabilities and refunds to applicable agencies, shall be distributed to a California public school or school district. 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. All remaining assets of GLC will be liquidated and all creditors will be paid first.

Upon the winding up and dissolution of the corporation, after paying or adequately providing for the debts and obligations of the corporation (including any obligations requiring the return of grant funds on the dissolution of the corporation), any capital assets, including facilities or property, purchased in whole or part with public funds will be distributed to the District. Any remaining

assets of the corporation shall be distributed to (i) the District, to be used exclusively for public purposes; (ii) an organization organized and operated exclusively for educational purposes which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, (or the corresponding provision of any future United States Internal Revenue Law); or (iii) a state or political subdivision of a state of the United States to be used exclusively for public purposes.

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

As GLC is operated by a non-profit public benefit corporation, should the corporation dissolve with the closure of GLC, 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.

As specified by the Budget in Appendix F, GLC will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

This Closure Protocol shall survive the Closure Action, revocation, expiration, termination, or cancellation of this Charter or any other act or event that would end GLC's right to operate as a charter school pursuant to this Charter or cause GLC to cease operation. GLC and the District agree that, due to the nature of the property and activities that are the subject of this petition, the District and public shall suffer irreparable harm should GLC breach any obligation under this Closure Protocol. The District, therefore, shall have the right to seek equitable relief to enforce any right arising under this Closure Protocol or any provision of this Closure Protocol or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District. Such legal relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

16: FACILITIES

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

Gorman Learning Center utilizes limited physical facilities given the non-classroom based nature of GLC. Such facilities and/or local centers are anticipated to be limited to administrative offices, tech support services, and resource centers. GLC's resource centers are used to provide enrichment classes and a variety of instructional support for independent study in core subjects, as well as visual and performing arts classes, and group tutoring are available at each center.

Education Code sections 47605, subdivisions (d)(1) and (d)(2)(A) require a charter school to enroll all students who wish to attend and specifically prevents the school from discriminating against applicants on the basis of residency. Education Code Section 51747.3, subdivision (b)(1) modifies this requirement for those charter schools providing independent study, in that it limits such charter schools to claiming average daily attendance for those students who are residents of the county in which the charter school is authorized or are residents of any county immediately adjacent to the county in which the charter school is authorized. Taken together, these sections require that a nonclassroom-based/independent study charter school accept all residents of the "home county" (i.e., the county in which the charter school's authorizer is located) or adjacent counties who wish to attend the school.

Additionally, any charter school offering independent study must provide appropriate existing services and resources to enable pupils to complete the independent study successfully, including learning centers and study areas. (§ 51746, as specifically applied to charter schools by § 47612.5, subd. (b).) These facilities allow a nonclassroom-based independent study charter school to provide a space for meeting teachers, testing, tutoring, teacher-student meetings, special education, and college mandatory laboratory work, among other functions. Access to such supporting services is necessary to help fulfill the legislative goal that "the independent study option is expected to be equal or superior in quality to classroom instruction." (California Department of Education Independent Study Manual [2000 Edition, revised as of 2015], Chp. 1, pg. 1.)

As GLC is a non-classroom based/independent study charter school, GLC and the District understand and agree that GLC must serve any interested students throughout Los Angeles County and adjacent counties pursuant to Education Code Section 51747.3, and 47605, subdivisions (d)(1) and (d)(2)(A). Additionally, GLC must provide appropriate services and resources to enable GLC's students to complete their independent study successfully. As such, GLC utilizes resource centers to facilitate its independent study program and offer support services to students including, but not limited to, testing, tutoring, enrichment, special education services, and teacher-student meetings.

GLC's facilities are currently located at the following addresses:

- Redlands Resource Center
1826 Orange Tree Lane
Redlands, CA 92374
- Santa Clarita Resource Center
24620 Meadowbridge Drive
Santa Clarita, CA 91321

GLC shall locate and operate a resource center within Los Angeles County per Education Code Section 47605.1(d), as follows:

- Antelope Valley Resource Center
3700 W Avenue L
Lancaster, CA 93534

GLC represents and affirms that its Antelope Valley Resource Center complies with all requirements of Education Code Section 47605.1(d), in that GLC has attempted to locate a single site or facility within the boundaries of the District to house its entire program, but such a facility or site is unavailable in the area in which GLC chooses to locate. GLC further represents and affirms that it has complied with all notification requirements in order to operate the site outside of the District's boundaries but within Los Angeles County pursuant to Education Code Sections 47605(a)(5) and 47605.1(d), including providing the requisite notice to the State Superintendent of Public Instruction, Los Angeles County Superintendent of Schools and the school districts in which the Antelope Valley Resource Center is located. Specifically, GLC represents and affirms that it engaged Guy Arnone/Realty Executives to conduct a search within the District's geographic boundaries for any single site or facility to house GLC's entire program. GLC further represents and affirms that the realtor's search resulted in zero (0) properties for lease within the District's boundaries that met its requirements to house the entire program. (A letter from Guy Arnone documenting its search and search results is attached hereto in the Appendix.)

The Certificate of Occupancy, Insurance and all other records will be kept on file by GLC.

GLC will maintain active safety plans on file and will hire its own contractors and other appropriate resources as necessary in order to perform maintenance and operations functions required at its facility.

All facilities and school sites operated by GLC shall be located in accordance with the location and geographic and site limitations of the Charter Schools Act of 1992, including Education Code Section 47605 and 47605.1. The change of location of any existing facilities, including Resource Centers, used for the education of GLC students and the addition of any new such facilities, shall constitute a material revision to the Charter. GLC shall not relocate any currently operating Resource Centers or open any new Resource Centers or other facilities to be used for the education of students nor operate any other sites pursuant to this Charter without first obtaining approval from the District Governing Board as a material revision to this Charter, which approval shall not

be unreasonably withheld.

GLC specifically agrees and acknowledges that its obligations to indemnify, defend, and hold harmless the District and District personnel identified as “Indemnitees,” as described in Element 9 of this Charter, apply with full force and effect to any and all claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities of whatever nature or kind, including, but not limited to, attorney’s fees and litigation costs, that in any way arise out of or relate to any actual or alleged act or omission related to or affecting the location and opening of any current or new GLC facilities, including but not limited to school sites and Resource Centers, and that no action by the District and District personnel, including active or tacit approval of a GLC location through the process set forth in this Section 17 or as a material revision to the GLC Charter or otherwise shall in any way serve to limit or restrict GLC’s indemnity, defense, and hold harmless obligations nor constitute sole negligence, active negligence, or willful misconduct by an Indemnitee(s) for purposes of limiting GLC’s indemnity, defense, and hold harmless obligations pursuant to Element 9.

On or before October 1, 2017, GLC and the District shall enter into a Memorandum of Understanding whereby the parties agree to additional terms to assure that GLC shall obtain and maintain throughout the term of this Charter financial coverage and/or resources adequate to be able fully to comply with its indemnification, defense, and hold harmless obligations for any types of claims or costs that in any way arise out of or relate to any actual or alleged act or omission related to or affecting the location and opening of any current or new GLC facilities, including, but not limited to, school sites and Resources Centers. The means of providing such protection may include, but are not necessarily limited to, the acquisition of increased or additional insurance, the posting of a bond, or the deposit of funds into an escrow account for such purposes. This requirement is in addition to the provisions of Element 9 requiring GLC to obtain and maintain insurance policies.

The Santa Clarita Resource Center is located within Los Angeles County, the same county in which the District is located and GLC is chartered. The Santa Clarita Resource Center is operating during the 2017-2018 school year pursuant to a waiver to the general geographic limitations of Education Code Sections 47605 and 47605.1 granted by the State Department of Education. The waiver permitting the operation of the Santa Clarita Resource Center is valid only for the 2017-2018 school year and GLC/ Gorman Learning Charter Network, Inc. shall not operate the Santa Clarita Resource Center pursuant to this Charter beyond June 30, 2018, without a new waiver or other specific legal authorization permitting the operation of the Resource Center in that location. GLC and/or Gorman Learning Charter Network, Inc., shall not operate any additional resource centers or sites, other than the Antelope Valley Resource Center, within the boundaries of Los Angeles County but outside of the District’s boundaries pursuant to this Charter, without a specific waiver granting GLC/Gorman Learning Charter Network, Inc. the authority to operate such a site within the boundaries of Los Angeles County or a change to the law that explicitly permits the operation of additional sites within the same county as the authorizing district is located but outside of the authorizer’s geographic boundaries.

17: POTENTIAL CIVIL LIABILITY EFFECTS

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

GLC shall be operated by Gorman Learning Charter Network, 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 authority 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 GLC or for claims arising from the performance of acts, errors or omissions by GLC if the authority has complied with all oversight responsibilities required by law. GLC 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 GLC.

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

18: MISCELLANEOUS PROVISIONS

All references to statutes, codes, or regulations shall include subsequent, amended, or corresponding provisions of any future statute, code, or regulation.

Material Revisions

Material revisions shall be made pursuant to the standards, criteria and timelines as provided by Education Code Section 47605 and 47607.

Communications

All official communications between the District and Charter School will be sent via First Class Mail or other appropriate means to the following:

Gorman Learning Center
1826 Orange Tree Lane
Redlands, CA 92374

Gorman Joint School District
Attn.: Superintendent
P.O. Box 104
Gorman, CA 93243

Information Exchange

GLC agrees to permit the District to inspect and receive copies of all records relating to the operation of GLC, including financial, personnel, and pupil records. GLC shall promptly comply with all such reasonable written requests. The records of the School are public records under the California Public Records Act ("CPRA"), however, the District's right to inspect and receive GLC records is not based on the CPRA, but is based on the District's oversight role over GLC.

Term

GLC may submit a request for renewal of its Charter between October 1, 2019 and January 31, 2020, unless otherwise agreed with the District, which timing the parties agree will provide adequate information regarding GLC's performance during the current term, specifically including increases in pupil academic achievement, while also providing adequate time for the consideration of and action on the renewal request. GLC understands and agrees that only after all renewal documentation, specifically including formal documentation of compliance with the applicable academic performance requirements (from a source such as CDE, not created internally by GLC) and the documents specified below, has been submitted to the District Office, receipt of the Charter renewal will be placed on the next regular or special District Board meeting agenda for which meeting the agenda deadline has not passed, and such receipt by the District Governing Board shall commence the timelines for action on the renewal request. GLC further acknowledges and understands that receipt of the renewal request will be placed on a Board agenda in accordance

with the District's normal agenda deadline requirements, and GLC may obtain specific agenda deadline information from the District Superintendent or designee prior to submittal.

Any renewal request shall include all of the following materials:

1. At least 10 hard copies (in notebooks or otherwise bound) of the entire renewal Charter, with the entire document (including any appendices, exhibits, or attachments) sequentially numbered from the first through the last page (including any appendices, exhibits, or attachments), and also including a table of contents which includes references to all appendices/exhibits/attachments;
2. A redline comparing the renewal Charter to the current Charter included in each notebook;
3. An electronic (Word) version of both the clean and redline versions of the renewal Charter.

The renewal process shall be governed by the provisions of Education Code Section 47607 or the provisions of law that may supersede, modify, amend, or succeed that provision. Each renewal of the Charter shall be for the time period specified by law applicable at the time of the renewal.

Free Schools Guarantee

GLC shall at all times comply with the terms and requirements of the free schools guarantee of the California Constitution, Article IX, Section 5, Education Code Section 49010-49013, Government Code Section 905, and California Code of Regulations, Title 5, Section 350, in all aspects of the Charter School program.

Debts and Obligations

GLC shall be solely responsible for all costs and expenses related to this Charter and its operation, including, but not limited to, costs of insurance, reserves, staff and operations.

GLC shall have no authority to enter contracts for or on behalf of the District. Any contracts, purchase orders, or other documents which are not approved or ratified by the District Governing Board as required by law, including, but not limited to, Education Code Section 17604, shall be unenforceable against the District and shall be GLC's sole responsibility.

GLC shall require that a Notice containing the following language shall be given along with any and all contracts it enters into:

The Gorman Learning Center and Gorman Learning Charter Network shall have no authority to enter contracts for or on behalf of the Gorman Joint School District. Any contracts, purchase orders, or other documents which are not approved or ratified by the Gorman Joint School District Governing Board as required by law, including, but not limited to, Education Code Section 17604, shall be unenforceable against the Gorman Joint School District and shall be the Gorman Learning Center and Gorman Learning Charter Network's sole responsibility.

Independent Entity

The Gorman Learning Center and Gorman Learning Charter Network, and their respective officers, board members, employees and volunteers, shall operate and provide the school services pursuant to this Charter as a wholly independent entity. Gorman Joint School District and GLC/Gorman Learning Charter Network shall not in any way or for any purpose become or be deemed to be agents, partners, joint venturers, or a joint enterprise. The District shall not be liable for the actions or liabilities of GLC and/or Gorman Learning Charter Network.

Business and Operations Management

GLC shall at all times operate as a distinct and separate LEA and shall maintain its own set of financial records, distinct from any other school(s) that may be operated by or related to GLC and/or the Gorman Learning Charter Network corporation or any other related entity including, but not limited to, any existing charter schools or additional or new charter schools that may be approved after the effective date of this Charter. GLC shall maintain its own separate and distinct financial records and account code(s) (i.e. Site Code).

At all times GLC shall submit financial reports for GLC as a distinct LEA and have audits performed on the financial statements of GLC. By October 1, 2017, GLC shall develop and submit to the District, Financial Policies and Procedures governing its operations, which Financial Policies and Procedures shall be revised as necessary to the District Superintendent or designee's satisfaction. These Financial Policies and Procedures shall govern GLC's operations unless and until GLC submits proposed revisions which are approved by the District Superintendent or designee. A copy of GLC's Financial Policies and Procedures shall be submitted to the District annually on or before July 1 for the following fiscal year and any time that GLC desires to revise its Financial Policies and Procedures. In areas where overlap in purchasing or resource allocation might occur between GLC and any other school(s) or entities that might be operated by or associated with the GLC and/or Gorman Learning Charter Network or any other related entity, GLC's Financial Policies and Procedures shall be revised as necessary to describe how allocations will occur between distinct LEAs and entities and GLC shall provide the Financial Policies and Procedures covering such issues involving related entities to the District and obtain the District Superintendent or designee's approval of these Financial Policies and Procedures, prior to any such overlap or sharing. In no event shall GLC develop or revise its Financial Policies and Procedures or its practices in any manner which would be inconsistent or in conflict with the terms of this Charter and/or other agreement between GLC and the District. The Financial Policies and Procedures shall specify whether there will be shared costs, resources, services, staff, etc., and the methodology that will be used to ensure a fair and appropriate distribution of services and costs. The Financial Policies and Procedures shall include a means of ensuring that all funds generated by and attributable to the GLC charter school authorized pursuant to this Charter will be maintained and expended for the educational benefit of the students at GLC.

Should Gorman Learning Charter Network or any other related entity currently be operating or obtain approval of or otherwise open another charter school or any other entity in addition to the GLC Charter School authorized pursuant to this Charter, prior to such other school/entity commencing operation and prior to the commencement of each fiscal year thereafter, GLC shall

provide to the District a calculation of all costs projected to be shared between GLC and any other Gorman Learning Charter Network or related entity-operated school(s)/entity(ies) that deviate from the Financial Policies and Procedures described above, including the factual and fiscal basis on which the projected cost share has been calculated. Should there be a significant deviation from the projections during the fiscal year, GLC shall immediately provide the District with an updated calculation, including the factual and fiscal basis for the revisions. Any shared costs shall be clearly accounted for in GLC's financial records and reviewed as part of GLC's annual fiscal audit.

Attachments, Exhibits, and Appendices

All of the attachments, exhibits, and appendices to this Charter are hereby incorporated herein and made a part hereof by this reference.

Conclusion

By approving this charter renewal, the District will be fulfilling the intent of the Charter Schools Act of 1992 to improve student learning; create new professional opportunities for teachers; and provide parents and students with expanded choices in education and following the directive of law to encourage the creation of charter schools. GLC is eager to continue to work independently, yet cooperatively with the District to establish the highest bar for what a charter school can and should be. To this end, GLC pledges to work cooperatively with the District to answer any concerns over this document and to present the District with the strongest possible proposal requesting a five year term from July 1, 2015 through June 30, 2020.

SIGNATURES

Approved by a majority vote of the Gorman Joint School District on

Date

Signature

Date

Steven Sonders
Governing Board President
Gorman Joint School District
