



July 29, 2016

Cindy Chan
Director, Charter Schools Division
California Department of Education
1430 N Street, Room 5401
Sacramento, CA 95814

Re: Description of Changes to the Celerity Himalia Charter Petition Necessary to
Reflect the State Board of Education as the Chartering Entity

Dear Ms. Chan:

California Code of Regulations, title 5, section 11967, subdivision (b)(4) requires that when filing a petition on appeal with the State Board of Education ("SBE") for the establishment of a charter school, petitioner shall provide a description of any changes to the charter petition necessary to reflect the SBE as the chartering entity. Accordingly, Celerity Himalia Charter School ("Celerity Himalia") proposes the following necessary changes to the charter petition:

CHARTERING ENTITY

Throughout the charter petition, any text referring to the "Los Angeles Unified School District," "LAUSD," or the "District" as the chartering entity would be revised to read "State Board of Education" or "SBE," or the "California Department of Education" or "CDE," as appropriate. Additionally, any text referring to the "Charter Schools Division" or "CSD" as conducting oversight of Celerity Himalia will mean the Charter Schools Division of CDE, not LAUSD.

TITLE PAGE AND TABLE OF CONTENTS

The title page of the charter petition would be revised to reflect the SBE's mailing address and the date the petition was submitted on appeal, rather than the information for LAUSD. (Charter, p. 1.) The table of contents will also need to be updated once all of the changes described in this letter are made. (Charter, pgs. 2-3.)

"HIGHLY QUALIFIED" TEACHERS

Throughout the charter, references to teachers being "highly qualified" would be removed because the federal law requiring it has been amended since the charter was submitted to the District. Wherever appropriate, the charter would be revised to reflect new requirements under the Every Student Succeeds Act that all teachers at Celerity Himalia shall meet state certification and licensure requirements.

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California State Board of Education
July 29, 2016
Page 2

ELEMENT 1 – ENGLISH LEARNERS

Many sections of the charter contain LAUSD's mandatory "District Required Language" (DRL) highlighted in gray. LAUSD requires the DRL to be copy-pasted into every charter. Some of the language only applies if LAUSD is the authorizer.

On page 7 of the charter, the English Learners section of the DRL requires the school to annually certify to LAUSD that the school will either adopt and implement LAUSD's English Learner Master Plan or implement its own English Learner Master Plan, and make annual program assessment reports to the CSD. As a SBE authorized school, Celerity Himalia would not be required to certify or make annual reports to LAUSD. Celerity Himalia would, of course, adopt and implement the English Learner program described on pages 73-81 of the charter and make any reports required by the SBE. The LAUSD English Learning Master Plan and English Language Development ("ELD") Handbook referenced in the charter may still serve as a resource guide for curriculum planning purposes, and Celerity Himalia teachers will be encouraged to participate in available ELD workshops organized by LAUSD, in addition to any organized by the County and/or CDE. (Charter, p. 7.)

ELEMENT 1 – STUDENTS WITH DISABILITIES

As required by LAUSD, the special education section of the charter is entirely DRL, containing DRL language and LAUSD requirements that will be irrelevant if the school is authorized by the SBE, such as executing a LAUSD special education memorandum of understanding, membership as a school of the district in the LAUSD special education local plan area, and the additional requirements imposed by the modified consent decree from the *Chandra Smith* class action lawsuit against LAUSD. In order to reflect the SBE as the school's authorizer, the DRL related to special education students in Celerity Himalia's charter petition on pages 7-10 would be removed and the charter would be revised to meet SBE requirements for special education. On page 84, Celerity Himalia proposes that the section of the charter for serving students with disabilities be revised as follows:

Students with Disabilities

Overview

Celerity Himalia Charter School shall comply with all applicable State and Federal Laws, and SBE requirements, in serving students with disabilities, including, but not limited to, AB 602, Section 504 of the Rehabilitation Act of 1973 ("Section 504"), Title II of the Americans with Disabilities Act ("ADA") and the Individuals with Disabilities in Education Improvement Act of 2004 ("IDEIA").

Celerity Himalia Charter School will be its own local educational agency ("LEA") and will apply directly for membership in the Los Angeles County Special Education Local Plan Area ("SELPA") in conformity with Education Code Section 47641(b). Should Celerity Himalia Charter School be denied membership in a Los Angeles County SELPA, it will apply for membership in the El Dorado County Charter SELPA. By participating in SELPA membership as its own LEA, Celerity Himalia Charter School will be solely responsible for the provision of special education and related services. As described below, Celerity Himalia Charter School shall enter into a memorandum of understanding ("MOU") between the SELPA and the school regarding the provision and funding of special education services.

California State Board of Education
July 29, 2016
Page 3

Celerity Himalia Charter School shall follow SELPA policies as they apply to all SELPA schools for responding to implementation of special education services.

In the event Celerity Himalia Charter School seeks membership with a different state-approved SELPA, the school will provide notice to the SBE and/or CDE and the SELPA before June 30th of the prior year for which services are to commence.

Celerity Himalia Charter School shall comply with all state and federal laws related to the provision of special education instruction and related services and all SELPA policies and procedures, and shall utilize appropriate SELPA forms. Celerity Himalia Charter School will participate in the state's quality assurance process for special education (i.e., verification reviews, coordinated compliance self-reviews, complaints monitoring, procedural safeguards, and the local plan). Celerity Himalia Charter School will participate in internal validation review.

Celerity Himalia Charter School may request related services (e.g., Speech, Occupational Therapy, Adapted P.E., Nursing, and Transportation) from the SELPA, subject to SELPA approval and availability. Celerity Himalia Charter School may also provide related services by hiring credentialed or licensed providers through private agencies or independent contractors.

Celerity Himalia Charter School hereby provides the following further assurances:

- Per Federal Law, all students with disabilities will be fully integrated Celerity Himalia Charter School's programs, with the necessary materials, services, and equipment to support their learning;
- Celerity Himalia Charter School will ensure that any student with a disability attending Celerity Himalia Charter School is properly identified, assessed and provided with necessary services and supports;
- Celerity Himalia Charter School will meet all the requirements mandated within a student's Individualized Education Program (IEP);
- Celerity Himalia Charter School will comply with the federal mandate of the "least restrictive environment", meaning that the school will make every attempt to educate special education students along with their non-disabled peers. Celerity Himalia Charter School will mainstream all of its students as much as is appropriate according to each individual IEP, offering a comprehensive inclusion program that includes specialized individual tutoring. However, if the student's needs as documented on the plan require a program other than inclusion, the school will work with the SELPA to provide an appropriate placement and services;
- Each student's IEP requires different kinds of modifications for instruction and services, therefore the educational strategies of the IEP will be built around the student's needs and how these fit within the general educational program of the school. The instruction outlined in each student's IEP will be delivered by personnel qualified to do so;

California State Board of Education
July 29, 2016
Page 4

- Celerity Himalia Charter School will work with the SELPA to make time and facilities available to meet the needs of the student's IEP;
- Celerity Himalia Charter School will actively participate in all aspects of the IEP to enable the student to be successful, including the appropriate individual tutoring schedule and classroom modifications, strategies, and techniques. The school will make available student's work products for analysis and evaluation of progress and will include the SELPA in IEP reviews conducted by Celerity Himalia Charter School, where applicable;
- If a parent or faculty member feels the student's educational needs are not being met, they may request a reassessment or a review of the IEP by the IEP team at any time during the year via written notice to Celerity Himalia Charter School, which will then forward such written notice to the SELPA;
- The charter school will encourage open communication between the parents and Celerity Himalia Charter School and/or SELPA for any items related to the special education services;
- Students at Celerity Himalia Charter School who have IEPs will continue to attend the school, unless the IEP recommends otherwise;
- In order to comply with Child Find requirements as specified by law, Celerity Himalia Charter School will establish a referral and assessment process that brings together the parent/guardian, student and school personnel to address any problems that interfere with a student's success at the school. This process will entail search and serve, Student Study Team ("SST") referral, assessment and IEP review; and
- The facilities to be utilized by Celerity Himalia Charter School shall be accessible for all students with disabilities.

Services for Students under the IDEIA

Celerity Himalia Charter School intends to provide special education instruction and related services in accordance with the IDEIA, Education Code requirements, and applicable policies and practices of the SELPA. Celerity Himalia Charter School will comply with SELPA protocol and the MOU as to the delineation of duties between the central office and the local school site in providing special education instruction and related services to identified pupils.

Celerity Himalia Charter School 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 for maintaining the confidentiality of pupil records.

Staffing and Special Education Professional Development

All special education services at Celerity Himalia Charter School will be delivered by individuals or agencies qualified to provide special education services as required by State law and the IDEIA. Charter School staff shall participate in all mandatory County and/or SELPA in-service trainings relating to special education.

Celerity Himalia Charter School will be responsible for the hiring, training, and employment of site staff necessary to provide special education services to its students, including, without

California State Board of Education
July 29, 2016
Page 5

limit on, special education teachers, paraprofessionals, and resource specialists. Celerity Himalia Charter School shall ensure that all special education staff hired by Celerity Himalia Charter School is qualified pursuant to SELPA policies, as well as meet all legal requirements.

The school's administration, regular and special education teaching staff, as well as other appropriate faculty and staff members will attend professional development and/or training meetings necessary to comply with state and federal special education laws, including those sponsored by the SELPA. Celerity Himalia Charter School also intends to seek professional development opportunities for its staff through potential trainings facilitated by the County and others.

Identification and Referral

Celerity Himalia Charter School shall have the responsibility to identify, refer, and work cooperatively in locating Charter School students who have or may have exceptional needs that qualify them to receive special education services. Celerity Himalia Charter School will implement SELPA policies and procedures to ensure timely identification and referral of students who have, or may have, such exceptional needs. Students possibly in need of special education can be screened from already available data (i.e. school tests, teacher observations, grades, etc.) regarding the student's progress or lack of progress within the general program. A pupil shall be referred for special education only after the resources of the regular education program have been considered, and where appropriate, utilized.

Celerity Himalia Charter School will follow child-find procedures to identify all students who may require assessment to consider special education eligibility and special education and related services in the case that general education interventions do not provide a free appropriate public education to the student in question. Celerity Himalia Charter School may also choose to refer a student for services through the provisions of a Section 504 Plan, if appropriate.

Notice and Coordination

Celerity Himalia Charter School shall follow SELPA policies as they apply to all SELPA LEAs for responding to implementation of special education services. Parents will be informed that special education and related services are provided at no cost to them.

Celerity Himalia Charter School will serve its special education students by providing many of the following school supports, when circumstances permit:

- Implementing smaller class sizes;
- Utilizing a longer school day and/or an extended school year (as described in the instructional days and minutes calendar, Celerity Himalia Charter School already provides instructional minutes above the State requirements);
- Pushing-in or pulling-out services by special education personnel: Push-In: The special education teacher may provide services in the classroom during regular instruction, such as working side by side with a student to understand academic vocabulary when an IEP

California State Board of Education
July 29, 2016
Page 6

calls for academic vocabulary comprehension. Pull-Out: The student(s) will be pulled out of his/her classroom to receive special education instruction and/or services in the special education office or classroom;

- Using technology/accelerated learning software; and
- Parent learning about how to support special education identified children at home through parenting classes, weekly newsletters, and parent support programs as an integral part of the communication process between school and home about available services.

Assessments

The term "assessments" shall have the same meaning as the term "evaluation" in the IDEIA, as provided in Section 1414, Title 20 of the United States Code. The Charter School will determine what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance with the SELPA's general practice and procedure and applicable law. Celerity Himalia Charter School shall work to obtain parent/guardian consent to assess Charter School students. Celerity Himalia Charter School will use SELPA forms to develop, maintain, and review assessments and IEPs in the format required by the SELPA, including assessment and IEP data into the SELPA data system in accordance with SELPA policies and procedures. Unless conflicting with SELPA policies and procedures, Celerity Himalia Charter School will follow the following assessment guidelines. If a conflict with SELPA policies and procedures exists, then SELPA policies and procedures will govern.

- Parents or guardians of any student referred for assessment must give their written consent for the school to administer the assessment;
- The assessment will be completed and an IEP meeting held within 60 days of receipt of the parent's written consent for assessment;
- The student must be evaluated in all areas related to his/her suspected disability;
- Assessments must be conducted by a person with knowledge of the student's suspected disability, and administered by trained and knowledgeable personnel and in accordance with any instructions provided by the producer of the assessments. Individually administered tests of intellectual or emotional functioning must be administered by a credentialed school psychologist;
- Assessments must be selected and administered so as not to be racially, culturally, or sexually discriminatory;
- Assessments will be delivered in the student's primary language, and a qualified interpreter will be provided if needed;
- Assessment tools must be used for purposes for which the assessments or measures are valid and reliable;
- Assessments will be adapted as necessary for students with impaired sensory, physical or speaking skills; and

California State Board of Education
July 29, 2016
Page 7

- A disciplinary team will be assembled to assess the student, including a teacher knowledgeable in the disability.

Upon completion of the assessment, an IEP team will be assembled to review the results of the assessment and determine the student's need for special education. Celerity Himalia Charter School will be responsible for scheduling, coordinating and facilitating the IEP meeting. Educators qualified to interpret test results will present the assessment data at the IEP meeting. Parents will be provided with written notice of the IEP meeting, and the meeting will be held at a mutually agreeable time and place.

Celerity Himalia Charter School will maintain copies of assessments and IEP materials for review by the SELPA. Celerity Himalia Charter School will submit to the SELPA and SBE and/or CDE all required reports, in a timely manner as necessary to comply with state and federal laws. Celerity Himalia Charter School will use SELPA forms to develop, maintain, and review assessments and IEPs in the format required by the SELPA, including assessment and IEP data into the SELPA data system in accordance with SELPA policies and procedures. Celerity Himalia Charter School will maintain copies of assessments and IEP materials for review by the SELPA. As necessary, Celerity Himalia Charter School will develop Individual Transition Plans to help a student with disabilities, age 14 and older, in transitioning to adult living.

IEP Meetings

Celerity Himalia Charter School shall arrange and notice the necessary IEP meetings.

Each student who has an IEP will have an IEP team that oversees the IEP development, implementation and progress of the student. All decisions concerning the special education programs and services to be provided to a student with a disability are to be made by the IEP team. IEP team membership shall be in compliance with state and federal law. The IEP team must include all of the following members: a parent or guardian of the student for whom the IEP was developed; the Principal and/or Celerity Himalia Charter School designated representative with appropriate administrative authority as required by the IDEIA; the student's special education teacher; the student's general education teacher if the student is or may be in a regular education classroom; the student, if appropriate; a SELPA special education representative, if appropriate; if the child was recently assessed, the individual who conducted the assessment or who is qualified to interpret the assessment results; and other Charter School representatives who are knowledgeable about the regular education program at Celerity Himalia Charter School and/or about the student. The Charter School shall arrange for the attendance or participation of all necessary Celerity Himalia Charter School participants, who may include but are not limited to, an appropriate administrator, a speech therapist, psychologist, resource specialist, and behavior specialist; and Celerity Himalia Charter School shall document the IEP meeting and provide notice of parental rights. Celerity Himalia Charter School views the parent as a key stakeholder in these meetings and will make every effort to accommodate the parent's schedule and needs so that s/he will be able to participate effectively on the IEP team. The school will provide an interpreter if necessary to ensure that all parents and/or guardians understand and can participate in the IEP process.

California State Board of Education
July 29, 2016
Page 8

IEP Development

Celerity Himalia Charter School shall make decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education pursuant to its IEP process. Programs, services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the SELPA and State and Federal law. Students at Celerity Himalia Charter School who have IEPs will be served in the Least Restrictive Environment (LRE). This means that a student who has a disability should have the opportunity to be educated with non-disabled peers, to the greatest extent appropriate. They should have access to the general education curriculum, or any other program that non-disabled peers would be able to access. The student should be provided with supplementary aids and services necessary to achieve educational goals if placed in a setting with non-disabled peers.

IEP meetings and IEP reviews will be held as required by law. A copy of the IEP will be given to the parent in accordance with state laws and SELPA policies. Upon written consent of the parent/guardian, the IEP will be implemented by Celerity Himalia Charter School, in cooperation with the SELPA in which Celerity Himalia Charter School is a member.

IEP Implementation

The Charter School shall be responsible for all school site implementation of the IEP. Celerity Himalia Charter School shall provide the parents with timely reports on the student's progress as provided in the student's IEP, and at least quarterly or as frequently as progress reports are provided for Celerity Himalia Charter School's non-special education students, whichever is more. Celerity Himalia Charter School shall also provide all home-school coordination and information exchange. Celerity Himalia Charter School shall also be responsible for providing all curriculum, classroom materials, classroom modifications, and assistive technology.

All IEPs will be maintained in accordance with state and federal student confidentiality laws. Service providers from other agencies, who provide instruction or a related service off the school site, will also be provided a copy of the IEP.

Interim and Initial Placements of New Charter School Students

For students who enroll in Celerity Himalia Charter School from another school district outside of the SELPA with a current IEP, the SELPA and Celerity Himalia Charter School shall conduct an IEP meeting within thirty days. Prior to such meeting and pending agreement on a new IEP, Celerity Himalia Charter School shall implement the existing IEP at Celerity Himalia Charter School, to the extent practicable or as otherwise agreed between the Charter School and parent/guardian.

Non-Public Placements/Non-Public Agencies

The Charter School shall be solely responsible for selecting, contracting with, and overseeing all non-public schools and non-public agencies used to serve special education students.

Non-discrimination

California State Board of Education
July 29, 2016
Page 9

It is understood and agreed that all children will have access to Celerity Himalia Charter School and no student shall be denied admission nor counseled out of Celerity Himalia Charter School 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

Celerity Himalia Charter School shall respond to parental concerns or complaints related to special education services. Celerity Himalia Charter School shall instruct parents/guardians to raise concerns regarding special education services, related services and rights directly to the Charter School.

The Charter School's designated representative shall investigate as necessary, respond to, and address the parent/guardian concern or complaint.

The Charter School, as the LEA, shall be ultimately responsible for determining how to respond to parent concerns or complaints.

Celerity Himalia Charter School shall respond to any complaint to or investigation by the California Department of Education, the United States Department of Education, or any other agency.

Due Process Hearings

The Charter School may initiate a due process hearing or request for mediation with respect to a student enrolled in Charter School if the Charter School determines such action is legally necessary or advisable. In the event that the parents/guardians file for a due process hearing, or request mediation, Celerity Himalia Charter School shall defend the case.

Celerity Himalia Charter School shall have sole discretion to settle any matter in mediation or due process. The Charter School shall also have sole discretion to file an appeal from a due process hearing or take other legal action involving any Charter School student necessary to protect its rights.

SELPA Representation

Celerity Himalia Charter School shall represent itself at all SELPA meetings.

Funding

Celerity Himalia Charter School understands that it will be subject to the allocation plan of its SELPA.

Section 504 of the Rehabilitation Act

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

California State Board of Education
July 29, 2016
Page 10

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

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

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

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

The 504 Plan shall describe the Section 504 disability and any program modification that may be necessary. All 504 team participants, parents, guardians, teachers and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's 504 Plan. The site administrator will ensure that teachers include 504 Plans

California State Board of Education
July 29, 2016
Page 11

with lesson plans for short-term substitutes and that he/she review the 504 Plan with a long-term substitute.

A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed regularly to determine the appropriateness of the Plan, continued eligibility or readiness to discontinue the 504 Plan.

ELEMENT 4 – GOVERNANCE

This section of the charter includes language from LAUSD's DRL and some of that language is not applicable in the event the charter is authorized by the SBE.

On page 98, the paragraph of the DRL requiring the school to post the agenda and minutes on the website or provide them directly to CSD, would be revised to clarify that the school will timely post copies of agendas and minutes on its website. Page 106 similarly says that Celerity Himalia will provide agendas to the LAUSD Charter Division; that language would be removed.

Page 98 also states the District reserves the right to appoint a representative to the charter school's board. If Celerity Himalia is authorized by the SBE, this would be a right of the SBE, not the District.

On page 98, the Legal and Policy Compliance section of the DRL requires the school to comply with LAUSD's charter policies. This would be removed.

On page 99, the "Responding to Inquiries" section of the DRL, which references the LAUSD Office of Inspector General, should be removed. The charter school proposes it be replaced by the following language that reflects the requirements of Education Code section 47604.3:

Celerity Himalia Charter School shall promptly respond to all reasonable inquiries, including, but not limited to, inquiries regarding its financial records from the SBE or CDE and shall consult with the SBE or CDE regarding any inquiries.

On page 100, the Notification of the District section of the DRL would be revised to require the school to make reports to the SBE or CDE as required by California law.

On page 101, the sentence that says "[t]he affairs of CRCS will be managed in alignment with the sponsorship and charter authorization of Los Angeles Unified School District," will be removed.

ELEMENT 7 – RACIAL AND ETHNIC BALANCE

This section of the charter includes some language, mostly from LAUSD's DRL, requiring compliance with the *Crawford* court order against LAUSD, the LAUSD Court-Ordered Integration Program, and LAUSD NCLB-PSC program placements. This language is inapplicable if the school is authorized by the SBE and should be removed. (Charter, pgs. 125-127.) The portion of this section that describes the school's target community and recruitment plan will remain as-is. (Charter, p. 127.)

ELEMENT 9 – ANNUAL FINANCIAL AUDITS

California State Board of Education
July 29, 2016
Page 12

On page 132, the list of reports required by LAUSD will be removed and Celerity Himalia proposes it be replaced with the following, as set forth in Education Code section 47604.33, as well as any other reports required by the SBE:

The following reports will be submitted to the SBE and the Los Angeles County Superintendent of Schools:

- (1) On or before July 1, a preliminary budget. For a charter school in its first year of operation, the information submitted pursuant to subdivision (g) of Section 47605 satisfies this requirement.
- (2) On or before July 1, an annual update required pursuant to Section 47606.5.
- (3) On or before December 15, an interim financial report. This report shall reflect changes through October 31.
- (4) On or before March 15, a second interim financial report. This report shall reflect changes through January 31.
- (5) On or before September 15, a final unaudited report for the full prior year.

The Annual Audit Procedures section of the charter would also be revised for Celerity Himalia to prepare and submit annual audits to the Los Angeles County Superintendent of Schools, State Controller, and CDE in compliance with California law, and would remove the right of LAUSD to participate in this process or address any exceptions or deficiencies. (Charter, pgs. 132-133.)

ELEMENT 10 – SUSPENSION AND EXPULSION PROCEDURES

The charter would be revised to remove all DRL and all language requiring notices to LAUSD and compliance with LAUSD policies and procedures. (Charter, pgs. 134-136.) However, the remainder of Element 10 will remain as-is. Also, in place of the DRL, in order to (1) indicate the school's procedures will be periodically reviewed, (2) identify how parents will be informed of the procedures, and (3) demonstrate an understanding of the unique rights of pupils with disabilities in regards to suspension/expulsions, Celerity Himalia proposes to include the following language:

This policy shall serve as Celerity Himalia Charter School's policy and procedures for student suspension and expulsion, it will be periodically reviewed, and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements.

Celerity Himalia Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. The notice shall state that this policy and procedures are available on request at the Principal's office.

A student identified as an individual with disabilities or for whom the School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities in Education Improvement Act of 2004 ("IDEIA"), or who is qualified for services under Section 504 of the

California State Board of Education
July 29, 2016
Page 13

Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion as is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. The School 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 the School 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.

Celerity Himalia will also amend Element 10 as necessary to comply with suspension and/or expulsion procedures required by the SBE.

ELEMENT 14 – DISPUTE RESOLUTION

The DRL dispute resolution language on pages 154-155 would be removed. This section of the charter would be revised to meet the requirements under California Code of Regulations, title 5, section 11967.5.1(f)(14). The charter would be amended to recognize that the SBE may choose to resolve a dispute directly instead of pursuing the dispute resolution process specified in the charter, provided that if the SBE intends to resolve a dispute directly instead of pursuing the dispute resolution process specified in the charter, it must first hold a public hearing to consider arguments for and against the direct resolution of the dispute instead of pursuing the dispute resolution process specified in the charter. If the substance of a dispute is a matter that could result in the taking of appropriate action, including, but not limited to, revocation of the charter in accordance with Education Code section 47604.5, the matter will be addressed at the SBE's discretion in accordance with that provision of law and any regulations pertaining thereto. Accordingly, the charter school proposes the following language:

In the event any dispute arises between Celerity Himalia Charter School and the SBE, both parties agree to use the procedure stated herein, except as to a revocation of the school's charter governed by the procedures in the law and regulations, and except if the SBE chooses to resolve a dispute directly after a public hearing.

Celerity Himalia Charter School recognizes that it cannot bind the SBE to a dispute resolution procedure to which the SBE does not agree. The policy below is intended as a starting point for a discussion of dispute resolution procedures. Celerity Himalia Charter School is willing to consider changes to the process outline below as suggested by the SBE.

Celerity Himalia Charter School and the SBE will be encouraged to attempt to resolve any disputes amicably and reasonably without resorting to formal procedures.

In the event of a dispute between Celerity Himalia Charter School and the SBE, the party who claims there is a dispute shall first identify the issue in writing with specificity and with supporting facts. The other party shall provide a written response to the identification of the issue within 20 business days. In the event that the SBE believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, Celerity Himalia Charter School requests that this shall be noted in the written identification of the issue, although it recognizes it cannot legally bind the SBE to do so. However, participation in the dispute resolution procedures outlined in this section shall

California State Board of Education
July 29, 2016
Page 14

not be interpreted to impede or act as a pre-requisite to the SBE's ability to proceed with revocation in accordance with Education Code Section 47607.

Both parties will attempt to settle a dispute by meeting and conferring in a good faith attempt to resolve the dispute within 15 days of the date of the written response. The CEO and a designated CDE staff member shall informally meet and confer (either in person or by any real-time communication device/service), in a timely fashion to attempt to resolve the dispute, not later than 5 business days from receipt of the written response. In the event that this informal meeting fails to resolve the dispute, Celerity Himalia Charter School shall identify two Board members from its board and the CDE shall identify a senior staff member who shall jointly meet (either in person or by any real-time communication device/service) with the designated CDE staff member and the CEO of Celerity Himalia Charter School and attempt to resolve the dispute within 15 business days from receipt of the written response.

If this joint meeting fails to resolve the dispute, a designated CDE staff member and the CEO may meet to jointly identify a neutral third party mediator to engage the Parties in a mediation session designed to facilitate resolution of the dispute. The format of the mediation session may be developed jointly by the designated CDE staff member and the CEO. The costs of the mediator may be split equally between the SBE and CEG, or an alternative agreement may be reached. If mediation does not resolve the dispute, or if either party refuses to engage in mediation, either party may pursue any other remedy available under the law. All timelines and procedures in this section may be revised upon mutual written agreement of the SBE and Celerity Himalia Charter School.

At any time the SBE believes the dispute warrants revocation of the school's charter, both parties will no longer be subject to this process. The SBE may proceed immediately with the revocation procedures as set forth in law if it believes Celerity Himalia Charter School: (a) committed a material violation of any of the conditions, standards, or procedures set forth in the charter; (b) failed to meet or pursue any of the pupil outcomes identified in the charter; (c) failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement; or (d) violated any provision of law.

Recognizing the fact that the SBE is not a local educational agency, this proposed language would be further revised to include specific provisions that the SBE determines necessary and appropriate. The section beginning on page 155 for "Disputes Arising Within Celerity Himalia Charter School" would remain the same.

ELEMENT 16 – CLOSURE PROCEDURES

As required by LAUSD, this entire section, from page 158 to 165, is LAUSD-specific DRL. Celerity Himalia proposes this section be replaced with the following language to reflect the SBE as the appropriate oversight authority in the event of school closure:

Closure of the School will be documented by official action of the Board of Directors. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities, currently Celerity Educational Group and its CEO.

California State Board of Education
July 29, 2016
Page 15

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

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

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

As applicable, Celerity Himalia Charter School will provide parents, students and SBE and/or CDE 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. Celerity Himalia Charter School will ask SBE and/or CDE to store original records of Celerity Himalia Charter School students.

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, Celerity Himalia Charter School will prepare final financial records. The school will also have an independent audit completed within six months after closure. The school will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by Celerity Himalia Charter School and will be provided to the SBE 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 Celerity Himalia Charter School.

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

On closure of Celerity Himalia Charter School, all assets of the School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments

California State Board of Education
July 29, 2016
Page 16

and other revenues generated by students attending the school, remain the sole property of CEG and shall, if necessary, be distributed in accordance with the Articles of Incorporation upon the dissolution of the non-profit public benefit corporation. Any assets acquired from the SBE or SBE property will be promptly returned upon school closure to the SBE. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

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

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

LAUSD DRL – ADDITIONAL PROVISIONS

There is an "Additional Provisions" section of the charter that is LAUSD DRL, which includes requirements about Celerity Himalia's use of LAUSD-owned and non-LAUSD-owned facilities, insurance, evidence of particular insurance and indemnifications required by LAUSD, and fiscal oversight of the school. (Charter, pgs. 166-173.) This language would be removed to the extent it is inapplicable if the school is authorized by the SBE.

TECHNICAL AMENDMENTS

Celerity Himalia is also happy to discuss additional technical amendments to the charter petition desired by the SBE.

Thank you very much for your consideration. We look forward to working with CDE staff to finalize any additional and necessary changes to Celerity Himalia's charter petition to reflect the SBE as the authorizing entity. Please let me know if you have any questions or would like additional information.

Sincerely,



Grace Canada, CEO
Celerity Educational Group
Lead Petitioner for Celerity Himalia Charter School