This document was provided to the California Department of Education (CDE) from **International Studies Language Academy School**. This document is posted to the CDE Web site to meet the legal requirement of *Education Code* Section 33009.5.

For more information or questions about the content of this material or to obtain alternative versions, you may contact Thomas Pacheco at <u>tpacheco@cde.ca.gov</u> or 916-322-1755.



International Studies Language Academy

INTERNATIONAL STUDIES LANGUAGE ACADEMY PETITION AFFIRMATIONS

The proposed Charter School will follow any and all federal, state, and local laws and regulations that apply to the proposed Charter School, including but not limited to:

- A. The proposed Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code § 60605, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools pursuant to Education Code § 47605(c)(1).
- B. The proposed Charter School shall be deemed the exclusive public school employer of the employees of the proposed Charter School for purposes of the Educational Employment Relations Act pursuant to Education Code § 47605(b)(S)(O).
- C. The proposed Charter School shall be nonsectarian in its programs, admissions policies, employment practices, and all other operations pursuant to Education Code § 47605(d)(1).
- D. The proposed Charter School shall not charge tuition pursuant to Education Code § 47605(d)(1).
- E. The proposed Charter School shall admit all students who wish to attend the proposed Charter School, and who submit a timely application; unless the proposed Charter School receives a greater number of applications than there are spaces for students, in which case admission shall be determined through a public random drawing process. Except as required by Education Code § 47605(d)(2), admission to the proposed Charter School 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 § 47605(d)(2)(B). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the proposed Charter School in accordance with Education Code § 47605(d)(2)(C) pursuant to Education Code § 47605(d)(2)(A)-(B).
- F. The proposed Charter School shall not discriminate on the basis of the characteristics listed in Education Code § 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 Penal Code § 422.55 or association with an individual who has any of the aforementioned characteristics) pursuant to Education Code § 47605(d)(1).
- G. The proposed Charter School shall adhere to all provisions of Federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities in Education Improvement Act of 2004.

- H. The proposed Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary pursuant to Title 5 California Code of Regulations § 11967.5.1(f)(5)(C).
- The proposed Charter School shall ensure that teachers of the proposed Charter School possess a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to possess. As expressly permitted by statute, flexibility may be given to noncore, noncollege preparatory teachers pursuant to California Education Code § 47605(I).
- J. The proposed Charter School shall maintain necessary and appropriate insurance coverage.
- K. The proposed Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code § 47612.5(a)(1)(A)-(D).
- L. If a pupil is expelled or leaves the proposed Charter School without completing the school year for any reason, the proposed Charter School shall notify the superintendent of the school district of the pupil's (ast known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information pursuant to California Education Code § 47605(d)(3).
- M. The proposed Charter School shall maintain accurate and contemporaneous written records that document pupil attendance and make these records available for audit and inspection pursuant to California Education Code § 47612.5(a).
- N. The proposed Charter School shall on a regular basis consult with its parents and teachers regarding the proposed Charter School's education programs pursuant to California Education Code § 47605(c).
- O. The proposed Charter School shall comply with any jurisdictional limitations to locations of its facilities pursuant to California Education Code § 47605-47605.1
- P. The proposed Charter School shall comply with laws establishing the minimum and maximum age for public school enrollment pursuant to California Education Code §§ 47612(b), 47610.
- Q. The proposed Charter School shall comply with applicable portions of the No Child Left Behind Act.
- R. The proposed Charter School shall comply with the Public Records Act.
- 5. The proposed Charter School shall comply with the Family Educational Rights and Privacy Act.
- T. The proposed Charter School shall comply with the Ralph M. Brown Act.
- U. The proposed Charter School shall meet or exceed the legally required minimum of school days pursuant to Title 5 California Code of Regulations § 11960.

saftib-csd-sep16item04 Attachment 5 Page 3 of 77

Approved by the Board of Directors on this fourteen day of June, 2016.

Signed:

Gillian Bonacci, Governing Board Chair

14/16 6 Date

Signed:

Hilary Stern, Co-Lead Petitioner

Date

ISLA INTERNATIONAL STUDIES LANGUAGE ACADEMY TECHNICAL REVISIONS INDEX	
Technical Revision Requested by SBE	Corrections Page Number, Petition with "Technical Amendment"
ISLA must revise its petition, in Element 4–Governance Structure, to reflect that the ISLA governing board will include a parent representative who is a voting member.	120
ISLA must revise its bylaws to ensure that the ISLA governing board is adhering to the Brown Act in regards to posting, public access, and agenda requirements.	Please see revised Bylaws.
ISLA must delete the reference in the petition that states that actual enrollment that may vary from projected enrollment will not be considered a material revision. Any increase or decrease in enrollment that differs by more than 25 percent of the enrollment approved by the SBE in the charter or in an SBE approved revised charter, or a change that could significantly impact the academic or financial sustainability of ISLA must be submitted to, and approved by the SBE and could constitute a material revision to the ISLA petition.	19
ISLA must adhere to the terms and conditions as noted in Attachment 1 of the May 12, 2016, Item. (pp. 1–3, Enclosure 3)	ISLA has provided assurances to that end and will adhere to the Standard Conditions on Opening and Operation.
ISLA may locate only within the geographic boundaries of the Glendale Unified School District (GUSD). Any delay in opening beyond the operational date of September 30, 2016, would constitute a material revision to the ISLA petition, which must be heard at a public meeting of the SBE.	244
The CDE recommends a technical amendment to revise the ISLA petition to address the services agreement with Academica California, LLC, which outlines a specific plan to secure the services of individuals who have the necessary background in curriculum, instruction, and assessment. (p. 5, Enclosure 1)	250, See Academica Agreement Addendum.

The CDE recommends a technical amendment to change the proposed order of admission preferences to align with California <i>Education Code (EC)</i> Section 47605(d)(2)(B) to state preferences in the following order: (1) pupils currently attending ISLA, and (2) pupils who reside within the boundaries of the district. Additional preferences beyond (1) and (2) may be permitted by the SBE as the chartering authority and only if consistent with the law. (p. 8, Enclosure 1)	215
The CDE recommends a technical amendment to revise the ISLA affirmations to include that ISLA shall not discriminate on gender identity or gender expression pursuant to <i>EC</i> Section 220. (p. 8, Enclosure 1)	5
The CDE recommends a technical amendment to include signatures from the petitioners attesting to these affirmations. (p. 8, Enclosure 1)	Enclosed. See Petition Affirmations.
The CDE recommends a technical amendment to revise the ISLA petition to include a schedule for targeted English Language Development (ELD) instruction during the school day for Transitional Kindergarten (TK) through grade eight. (p. 11, Enclosure 1)	53, 54
The CDE recommends a technical amendment to revise the ISLA petition to include a reclassification process that explicitly outlines an appropriate criteria for each grade level served at ISLA. (p. 11, Enclosure 1)	62-64
The CDE recommends a technical amendment to revise the ISLA petition to include a matrix describing which core academic subjects will be taught in the targeted languages of French, Spanish, German, and Italian in TK through grade eight. As noted above, the petitioners provided CDE with information; however, if approved as an SBE-authorized charter school, the ISLA petition will require an amendment to reflect this information. (p. 11, Enclosure 1)	41-44
The CDE recommends a technical amendment to revise the ISLA petition to include a detailed plan describing a framework for instructional design to align with the needs of the pupils that are identified in the ISLA petition. (p.11, Enclosure 1)	50
The CDE recommends a technical amendment to revise the ISLA petition to delete any and all references to the California High School Exit Exam. (p. 11, Enclosure 1)	Deleted, as requested.
The CDE recommends a technical amendment to revise the ISLA petition to include a requirement for certificated teachers to have academic language proficiency in the targeted languages. (p. 16, Enclosure 1)	186
The CDE recommends a technical amendment to revise the ISLA petition to include criteria defining how academic language	175

proficiency in a specific targeted language will be assessed in the	
teacher and hiring selection process. (p.16, Enclosure 1)	105
The CDE recommends a technical amendment to revise the ISLA petition to include the qualifications for a counseling position to	195
include a Pupil Personnel Service credential. (p. 17, Enclosure 1)	
include a ruph reisonnel service credential. (p. 17, Enclosure 1)	
The CDE recommends a technical amendment to revise the ISLA	199
petition to include that all volunteers will be subject to a	
Tuberculosis (TB) risk assessment prior to initial volunteer	
assignment as required by EC Section 49406(m). (q.17, Enclosure 1)	
The CDE recommends a technical amendment to the ISLA petition	197, 199
to include that all volunteers will be subject to TB testing and	
Department of Justice (DOJ) clearances. (p. 18, Enclosure 1)	
The CDE recommends a technical amendment to the ISLA petition	197, 199
to include who will be designated as the custodian of record. (p. 18,	
Enclosure 1)	
The CDE recommends a technical amendment to the ISLA petition	215
to revise the admission preferences to align with <i>EC</i> Section	215
47605(d)(2)(B) to state preferences in the following order: (1) pupils	
currently attending ISLA, and (2) pupils who reside in GUSD.	
Additional preferences beyond (1) and (2) may be permitted by the	
SBE as the chartering authority and only if consistent with the law.	
(p. 20, Enclosure 1)	
The CDE recommends a technical amendment to the ISLA petition	Deleted as requested.
The CDE recommends a technical amendment to the ISLA petition to delete any and all language indicating that: (1) the ISLA and	Deleted as requested.
to delete any and all language indicating that: (1) the ISLA and	Deleted as requested.
	Deleted as requested.
to delete any and all language indicating that: (1) the ISLA and GUSD have mutually agreed upon preferences in the public random	Deleted as requested.
to delete any and all language indicating that: (1) the ISLA and GUSD have mutually agreed upon preferences in the public random drawing, applicable federal law, and non-regulatory guidance; and	Deleted as requested.
to delete any and all language indicating that: (1) the ISLA and GUSD have mutually agreed upon preferences in the public random drawing, applicable federal law, and non-regulatory guidance; and (2) that should the preferences require modification in order to	Deleted as requested.
to delete any and all language indicating that: (1) the ISLA and GUSD have mutually agreed upon preferences in the public random drawing, applicable federal law, and non-regulatory guidance; and (2) that should the preferences require modification in order to meet requirements of the Public Charter Schools Grant Program,	Deleted as requested.
to delete any and all language indicating that: (1) the ISLA and GUSD have mutually agreed upon preferences in the public random drawing, applicable federal law, and non-regulatory guidance; and (2) that should the preferences require modification in order to meet requirements of the Public Charter Schools Grant Program, such modifications may be made at the discretion of ISLA without any need to materially revise the petition as long as such modifications are consistent with law and written notice is provided	Deleted as requested.
to delete any and all language indicating that: (1) the ISLA and GUSD have mutually agreed upon preferences in the public random drawing, applicable federal law, and non-regulatory guidance; and (2) that should the preferences require modification in order to meet requirements of the Public Charter Schools Grant Program, such modifications may be made at the discretion of ISLA without any need to materially revise the petition as long as such modifications are consistent with law and written notice is provided by ISLA to the GUSD. The CDE notes that if ISLA is authorized by the	Deleted as requested.
to delete any and all language indicating that: (1) the ISLA and GUSD have mutually agreed upon preferences in the public random drawing, applicable federal law, and non-regulatory guidance; and (2) that should the preferences require modification in order to meet requirements of the Public Charter Schools Grant Program, such modifications may be made at the discretion of ISLA without any need to materially revise the petition as long as such modifications are consistent with law and written notice is provided by ISLA to the GUSD. The CDE notes that if ISLA is authorized by the SBE, this mutual agreement will not be acceptable, and further, that	Deleted as requested.
to delete any and all language indicating that: (1) the ISLA and GUSD have mutually agreed upon preferences in the public random drawing, applicable federal law, and non-regulatory guidance; and (2) that should the preferences require modification in order to meet requirements of the Public Charter Schools Grant Program, such modifications may be made at the discretion of ISLA without any need to materially revise the petition as long as such modifications are consistent with law and written notice is provided by ISLA to the GUSD. The CDE notes that if ISLA is authorized by the SBE, this mutual agreement will not be acceptable, and further, that modifications to the ISLA admissions preferences may constitute a	Deleted as requested.
to delete any and all language indicating that: (1) the ISLA and GUSD have mutually agreed upon preferences in the public random drawing, applicable federal law, and non-regulatory guidance; and (2) that should the preferences require modification in order to meet requirements of the Public Charter Schools Grant Program, such modifications may be made at the discretion of ISLA without any need to materially revise the petition as long as such modifications are consistent with law and written notice is provided by ISLA to the GUSD. The CDE notes that if ISLA is authorized by the SBE, this mutual agreement will not be acceptable, and further, that	Deleted as requested.
to delete any and all language indicating that: (1) the ISLA and GUSD have mutually agreed upon preferences in the public random drawing, applicable federal law, and non-regulatory guidance; and (2) that should the preferences require modification in order to meet requirements of the Public Charter Schools Grant Program, such modifications may be made at the discretion of ISLA without any need to materially revise the petition as long as such modifications are consistent with law and written notice is provided by ISLA to the GUSD. The CDE notes that if ISLA is authorized by the SBE, this mutual agreement will not be acceptable, and further, that modifications to the ISLA admissions preferences may constitute a	Deleted as requested.
to delete any and all language indicating that: (1) the ISLA and GUSD have mutually agreed upon preferences in the public random drawing, applicable federal law, and non-regulatory guidance; and (2) that should the preferences require modification in order to meet requirements of the Public Charter Schools Grant Program, such modifications may be made at the discretion of ISLA without any need to materially revise the petition as long as such modifications are consistent with law and written notice is provided by ISLA to the GUSD. The CDE notes that if ISLA is authorized by the SBE, this mutual agreement will not be acceptable, and further, that modifications to the ISLA admissions preferences may constitute a material revision and will require SBE approval. (p. 20, Enclosure 1) The CDE recommends a technical amendment to clarify that the results of any language assessment will not be used to deny entry	
to delete any and all language indicating that: (1) the ISLA and GUSD have mutually agreed upon preferences in the public random drawing, applicable federal law, and non-regulatory guidance; and (2) that should the preferences require modification in order to meet requirements of the Public Charter Schools Grant Program, such modifications may be made at the discretion of ISLA without any need to materially revise the petition as long as such modifications are consistent with law and written notice is provided by ISLA to the GUSD. The CDE notes that if ISLA is authorized by the SBE, this mutual agreement will not be acceptable, and further, that modifications to the ISLA admissions preferences may constitute a material revision and will require SBE approval. (p. 20, Enclosure 1) The CDE recommends a technical amendment to clarify that the results of any language assessment will not be used to deny entry to ISLA, but may only be used to determine the proper placement	
to delete any and all language indicating that: (1) the ISLA and GUSD have mutually agreed upon preferences in the public random drawing, applicable federal law, and non-regulatory guidance; and (2) that should the preferences require modification in order to meet requirements of the Public Charter Schools Grant Program, such modifications may be made at the discretion of ISLA without any need to materially revise the petition as long as such modifications are consistent with law and written notice is provided by ISLA to the GUSD. The CDE notes that if ISLA is authorized by the SBE, this mutual agreement will not be acceptable, and further, that modifications to the ISLA admissions preferences may constitute a material revision and will require SBE approval. (p. 20, Enclosure 1) The CDE recommends a technical amendment to clarify that the results of any language assessment will not be used to deny entry	
to delete any and all language indicating that: (1) the ISLA and GUSD have mutually agreed upon preferences in the public random drawing, applicable federal law, and non-regulatory guidance; and (2) that should the preferences require modification in order to meet requirements of the Public Charter Schools Grant Program, such modifications may be made at the discretion of ISLA without any need to materially revise the petition as long as such modifications are consistent with law and written notice is provided by ISLA to the GUSD. The CDE notes that if ISLA is authorized by the SBE, this mutual agreement will not be acceptable, and further, that modifications to the ISLA admissions preferences may constitute a material revision and will require SBE approval. (p. 20, Enclosure 1) The CDE recommends a technical amendment to clarify that the results of any language assessment will not be used to deny entry to ISLA, but may only be used to determine the proper placement	
to delete any and all language indicating that: (1) the ISLA and GUSD have mutually agreed upon preferences in the public random drawing, applicable federal law, and non-regulatory guidance; and (2) that should the preferences require modification in order to meet requirements of the Public Charter Schools Grant Program, such modifications may be made at the discretion of ISLA without any need to materially revise the petition as long as such modifications are consistent with law and written notice is provided by ISLA to the GUSD. The CDE notes that if ISLA is authorized by the SBE, this mutual agreement will not be acceptable, and further, that modifications to the ISLA admissions preferences may constitute a material revision and will require SBE approval. (p. 20, Enclosure 1) The CDE recommends a technical amendment to clarify that the results of any language assessment will not be used to deny entry to ISLA, but may only be used to determine the proper placement of a pupil. (p. 20, Enclosure 1)	215
to delete any and all language indicating that: (1) the ISLA and GUSD have mutually agreed upon preferences in the public random drawing, applicable federal law, and non-regulatory guidance; and (2) that should the preferences require modification in order to meet requirements of the Public Charter Schools Grant Program, such modifications may be made at the discretion of ISLA without any need to materially revise the petition as long as such modifications are consistent with law and written notice is provided by ISLA to the GUSD. The CDE notes that if ISLA is authorized by the SBE, this mutual agreement will not be acceptable, and further, that modifications to the ISLA admissions preferences may constitute a material revision and will require SBE approval. (p. 20, Enclosure 1) The CDE recommends a technical amendment to clarify that the results of any language assessment will not be used to deny entry to ISLA, but may only be used to determine the proper placement of a pupil. (p. 20, Enclosure 1) The CDE recommends a technical amendment to revise the ISLA petition to provide evidence that in preparing the lists of offenses specified in subparagraph (A) and the procedures specified in	215
to delete any and all language indicating that: (1) the ISLA and GUSD have mutually agreed upon preferences in the public random drawing, applicable federal law, and non-regulatory guidance; and (2) that should the preferences require modification in order to meet requirements of the Public Charter Schools Grant Program, such modifications may be made at the discretion of ISLA without any need to materially revise the petition as long as such modifications are consistent with law and written notice is provided by ISLA to the GUSD. The CDE notes that if ISLA is authorized by the SBE, this mutual agreement will not be acceptable, and further, that modifications to the ISLA admissions preferences may constitute a material revision and will require SBE approval. (p. 20, Enclosure 1) The CDE recommends a technical amendment to clarify that the results of any language assessment will not be used to deny entry to ISLA, but may only be used to determine the proper placement of a pupil. (p. 20, Enclosure 1) The CDE recommends a technical amendment to revise the ISLA petition to provide evidence that in preparing the lists of offenses specified in subparagraph (A) and the procedures specified in subparagraphs (B) and (C), the ISLA petitioners reviewed the lists of	215
to delete any and all language indicating that: (1) the ISLA and GUSD have mutually agreed upon preferences in the public random drawing, applicable federal law, and non-regulatory guidance; and (2) that should the preferences require modification in order to meet requirements of the Public Charter Schools Grant Program, such modifications may be made at the discretion of ISLA without any need to materially revise the petition as long as such modifications are consistent with law and written notice is provided by ISLA to the GUSD. The CDE notes that if ISLA is authorized by the SBE, this mutual agreement will not be acceptable, and further, that modifications to the ISLA admissions preferences may constitute a material revision and will require SBE approval. (p. 20, Enclosure 1) The CDE recommends a technical amendment to clarify that the results of any language assessment will not be used to deny entry to ISLA, but may only be used to determine the proper placement of a pupil. (p. 20, Enclosure 1) The CDE recommends a technical amendment to revise the ISLA petition to provide evidence that in preparing the lists of offenses specified in subparagraph (A) and the procedures specified in	215

believes the proposed lists of offenses and procedures provide	
adequate safety for pupils, staff, and visitors to the ISLA and serve	
the best interests of the ISLA pupils and their parents (guardians).	
(p. 23, Enclosure 1)	
The CDE recommends a technical amendment to revise the ISLA	221
petition to outline how detailed policies and procedures regarding	
suspension and expulsion will be developed and periodically	
reviewed, including, but not limited to, periodic review and (as	
necessary) modification of the lists of offenses for which pupils are	
subject to suspension or expulsion. (p. 23, Enclosure 1)	
The CDE recommends a technical amendment to revise the ISLA	222, 223
petition to include a statement that ISLA will comply with EC	
Section 48900(k)(2). (p. 23, Enclosure 1)	
The CDE recommends a technical amendment to revise the ISLA	239
petition to include the following language:	
Recognize that, because it is not an LEA, the SBE may choose to	
resolve a dispute directly instead of pursuing the dispute resolution	
process specified in the ISLA petition, provided that if the SBE	
intends to resolve a dispute directly instead of pursuing the dispute	
resolution process specified in the petition, 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 petition. (p. 28, Enclosure 1)	
Recognize that if the substance of a dispute is a matter that could	
result in the SBE taking appropriate action, including, but not	
limited to, revocation of the charter in accordance with EC 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. (p. 28, Enclosure 1)	
Recognize that the SBE cannot be pre-bound to a contractual	
obligation to split the costs of mediation. (p. 28, Enclosure 1)	

INTERNATIONAL STUDIES LANGUAGE ACADEMY GOVERNING BOARD RESOLUTION TO SUBMIT A MATERIALLY REVISED PETITION TO LOS ANGELES COUNTY OFFICE OF EDUCATION

WHEREAS, International Studies Language Academy is a nonprofit public benefit corporation existing under the laws of the State of California;

WHEREAS, International Studies Language Academy submitted a petition at a Glendale Unified School District Board of Education public meeting on October 6, 2015 to establish a charter school;

WHEREAS, the State Board of Education granted the petition to establish International Studies Language Academy to operate as a public charter school within Glendale Unified School District boundaries at a public meeting on May 12, 2016;

WHEREAS, International Studies Language Academy has revised the petition to reflect the technical amendments as requested by the State Board of Education;

NOW, THEREFORE, BE IT RESOLVED THAT, International Studies Language Academy, pursuant to California Education Code §47605, hereby confirms its intention to submit a materially revised petition of the International Studies Language Academy charter petition to State Board of Education requesting a one-year deferral to open the school.

Approved by the Board of Directors on this Fourteenth day of June, 2016.

Daniel Denny Secretary

6/14/2016 Date



Memorandum of Understanding

Between the

California State Board of Education,

and

International Studies Language Academy

July 1, 2016–June 30, 2021

Rev. January 2016

TABLE OF CONTENTS

INTRODUCTION	1
PURPOSE OF THE MEMORANDUM OF UNDERSTANDING	1
TERM OF MEMORANDUM OF UNDERSTANDING	2
TERM OF CHARTER	2
SECTION 1: GOVERNANCE AND ORGANIZATIONAL MANAGEMENT	3
Organization	3)
Establishment of Governance Structure (Governing Board)	3
GOVERNING BOARD RESPONSIBILITIES	3)
Governing Board Meetings	
Brown Act Training	
Conflict of Interest Policies:	
Governing Board Policies:	
Administration	
Insurance and Risk Management	
Teacher Credentials and Highly Qualified Teacher Requirements	
Business Services, Education Management, and Vendor Contracts Exclusive Employer	
Facilities	
Zoning and Occupancy	
Health and Safety	
Criminal History Background Checks and Subsequent Arrest Notification Service for Certificated Staff	
Mandated Reporting	9
SECTION 2: EDUCATIONAL PERFORMANCE	9
Educational Program	
1. The LCAP Requirement	9
2. Special Education	10
3. Independent Study	10
4. Required Electronic Submissions to CDE Prior to Site Visits	11
SECTION 3: FISCAL OPERATIONS	11
1. Funding)	11)
2. Internal Controls	
3. Fiscal Agent	11
4. Pupil Attendance Accounting and Reporting	11
5. Revenue and Expenditure Reporting	13
6. Reserves)	13)
7. Annual Audit	14
8. Oversight Fees	14
9. Retirement Systems	
SECTION 4: FULFILLING CHARTER TERMS	15
1. Adherence to the Charter	
2. Material Revisions to Charter	
3.) Site Visits	16
Annual Site Visits	
Unannounced Visits	
 אטנוונגנוטוו הפצגועווצ הפופשאו, כוטגעופ טו הפעטנגנוטון	
SECTION 5: SEVERABILITY	17
SECTION 6: NON-ASSIGNMENT	18

SECTION 7: WAIVER	18
NOTIFICATIONS	18
APPENDIX A: SBE-AUTHORIZED CHARTER SCHOOL SITE VISIT	20
APPENDIX B: SCHOOL CLOSURE PROCEDURES CHECKLIST	1
APPENDIX C: FILE TRANSFER PROTOCOL LIST OF DOCUMENTS TO SUBMIT TO THE	1
CALIFORNIA DEPARTMENT OF EDUCATION PRIOR TO SITE VISIT	1)

INTRODUCTION

This Memorandum of Understanding (MOU) is made and entered into by and between the California State Board of Education (SBE) and the International Studies Language Academy (ISLA) "the School." In this document, the SBE and the School shall collectively be referred to as "the Parties." At times, the California Department of Education (CDE) will be referred to in conjunction with oversight work, as the SBE has delegated to the CDE certain specific duties, as specified in this MOU.

Purpose of the Memorandum of Understanding

The SBE authorized the School to operate as a California Public Charter School under the State of California Charter Schools Act of 1992 (the Act) on May 12, 2016 by approving the School's petition for establishment of a charter School. The SBE as the authorizing agency has delegated to the CDE its obligations to oversee the School under the terms of this MOU, the provisions of the School's charter, applicable federal, state, and local laws and regulations.

The Act authorizes the creation of charter schools to improve pupil learning through a variety of means, including increased learning opportunities, innovative teaching methods, expanded choice for parents and pupils, and performance-based accountability.

The SBE recognizes that there are a limited number of matters related to the operation of the School that go beyond the provisions in the School's charter and acknowledges that the School's board of directors, governance council, and administrators will operate the School appropriately under the provisions of the charter. This MOU addresses matters that are not covered in the charter and provides guidance on the SBE oversight policies and procedures, including any, which may have been delegated to CDE. Additionally, this MOU outlines the Parties' agreements governing their respective fiscal and administrative responsibilities and legal relationships.

The SBE's fundamental concern is to be reasonably assured on a continuing basis that the School's board of directors, governance council and/or administrators are:

- Implementing the provisions of the approved charter and providing a rigorous instructional program that ensures the academic achievement of all pupils and all pupil subgroups.
- Adhering to all federal, state, and local laws and regulations that apply to the School.
- Operating the School prudently in all respects.
- Providing a sound education pursuant to the California Education Code (EC).

TERM OF MEMORANDUM OF UNDERSTANDING

This MOU shall commence on the date upon which it is fully executed by duly authorized representative of the SBE and the School and shall cover the term of the charter. This MOU between the SBE and ISLA, the School, is inclusive of Attachments A–C. This MOU is subject to termination during the term or during any subsequent renewal as specified by law or as otherwise set forth in this MOU.

Duly authorized representatives of the Charter School and the SBE are:

- A duly authorized representative of the School is the Administrative Director, governing board president, chief executive officer/director of the School, or a designee appointed by the School's governing board or Administrative Director **as specified in the charter petition**.
- A duly authorized representative of the SBE is the State Board President, the Executive Director or his or her designee.

This MOU may be signed in counterparts each of which shall be deemed an original, but all of which together will constitute one and the same instrument. This MOU is for the term of the charter, shall be reviewed at least annually, and may be amended or augmented by addendum at any time with mutual agreement of the parties. The approved MOU (including any addendums) continues during the term of the charter, so long as the School is operational, but automatically expires if the School becomes nonoperational, typically because of non-renewal, revocation, or renewal by a school district.

This MOU is subject to termination during its term as specified by law or as set forth in this MOU.

Term of Charter

The School is a public Kindergarten through grade eight School that will operate pursuant to a charter authorized by the SBE on May 12, 2016, and this MOU.

The School will be known as ISLA located at 1452 El Miradero Avenue, Glendale, CA 91202 and will commence operations between July 1 and September 30, 2016, subject to the conditions specified by the SBE.

The School's charter is authorized for a five-year period, ending June 30, 2021. The SBE reserves the right to approve amendments to the charter and/or revoke the charter pursuant to *EC* Section 47607. No amendment or variation of the terms of this MOU shall be valid, unless made in writing, signed by both parties, and approved by the SBE. If the School's charter is renewed or amended, a new MOU will be presented to the School for signature.

SECTION 1: GOVERNANCE AND ORGANIZATIONAL MANAGEMENT

The School will be operated by the ISLA "Governing Board." The School is a separate legal entity and neither the SBE nor the CDE is liable for the debts and obligations of the School, or for claims arising from the performance of acts, errors, or omissions by the School. The SBE reserves the right to appoint a voting member to the Governing Board to represent its interests in accordance with *EC* Section 47604. The School will use all revenue received from state and federal sources only for the educational services specified in the charter and this MOU for the pupils enrolled and attending the School. Funding must be used in accordance with applicable federal and state laws and regulations and the terms or conditions of any grant or donation received.

Organization

The School will have a phone number, physical site address, all applicable addresses, and e-mail address posted on the School's Web site and will update the posting immediately whenever the information changes. The School will provide the CDE with the phone numbers, physical site addresses, all applicable addresses, and e-mail addresses for the School's administrative contacts and ensure that this information is kept current.

The School will provide the CDE with immediate written notice of any personnel changes in the School's directors, officers, and/or administrators.

Establishment of Governance Structure (Governing Board)

At all times that it is operational, the School will have the following information posted on the School's Web site and will update the information within 30 days of any changes:

- Articles of Incorporation
- Bylaws approved by the governing board, roster, biographies, and contact information of current governing board members
- The annual calendar of governing board meetings, including a description of how parents and community members will be notified of the meetings, will be posted on the Internet

Governing Board Responsibilities

Governing Board Meetings

The Governing Board agrees to conduct public meetings to ensure that the governing board approves and implements effective policies and procedures for the School. The School agrees that all meetings will be conducted and agendas posted in accordance with the Ralph M. Brown Act requirements pursuant to (California *Government Code* [*GC*] sections 54950–54962). All meeting agendas will be posted on the School's Web site no less than 72 hours prior to each meeting, unless the meeting is called pursuant

to *GC* Section 54956 or 54956.5. All policies, policy changes, and approved minutes will be posted on the School's Web site within 30 days of the associated meeting of the Governing Board.

Brown Act Training

The School will provide Brown Act training to its Governing Board members and administrative staff of the School prior to their execution of any duties. The School will certify to the CDE that the Governing Board and the administrative staff were trained in the Brown Act.

Conflict of Interest Policies:

The Governing Board will adopt policies and procedures regarding conflicts of interest, including provisions related to nepotism for the Governing Board, and the School's employees, vendors and contractors, to: (1) ensure that no action taken by an individual or the School results in actual or apparent conflicts of interest; and (2) verify that all Governing Board members and School administrators have participated in conflict of interest training.

Governing Board Policies:

In addition to policies addressed in the Petition, the Governing Board will adopt policies or procedures to guide the operation of the School.

- *Campus Supervision*: including, but not limited to, the supervision of pupils before and after school, and while on campus, pupil pick-up, as well as a procedure for visitors to enter and leave the campus. This policy will be posted on the School's Web site.
- Safety Plan: The safety and emergency plan will address at a minimum, fire emergencies, earthquakes and other natural disasters, civil disorder, accidents, injuries, and other threats to the health and safety of pupils and staff. The School will provide training for staff in responding to emergencies and conduct emergency response drills for its pupils. This policy will be posted on the School's Web site.
- Notice to Parents/Guardians: At all times it is operational, the School will have posted on the Internet information concerning the rights of parents and guardians under the federal Elementary Secondary Education Act (ESEA), if applicable, and the Family Educational Rights and Privacy Acts (FERPA), and will update the posting as quickly as possible whenever the information changes. The School will also provide a hardcopy of the information to each family at the beginning of each school year.
- Family Educational Rights and Privacy Act (FERPA): Parents and students of the School have a legitimate educational interest such that they are entitled to access to education records under 20 U.S.C.A. § 1232g, the Family Educational Rights and Privacy Act (FERPA). The School, its officers and employees will comply with FERPA at all times. In addition, it is agreed that CDE employees with

legitimate educational interests will also have access to those records. Records will, at a minimum, include emergency contact information, health and immunization data, attendance summaries, and academic performance data from the statewide pupil assessments required pursuant to *EC* sections 60605 and 60851.

Administration

Enrollment and Admissions Documentation: At all times it is operational, the School will have the following information posted on the Web site and will update the posting as quickly as possible whenever the information changes:

- Descriptions of continued outreach and recruitment activities to reach target population.
- Procedures for application, the public random drawing, enrollment, and admission. A copy of any application and enrollment forms and information provided to prospective families.

Insurance and Risk Management

Prior to opening (or such earlier time as School may employ individuals or acquire or lease property or facilities for which insurance would be customary) the School must submit documentation to the CDE of adequate insurance coverage:

- *Property Insurance*: for replacement value, if offered by the insurance carrier, including coverage for all assets listed by the School, including property inventory and consumables. If full replacement value coverage is not available, the School shall procure property insurance in amounts as close to replacement value as possible.
- General Liability: At least \$2,000,000 per occurrence and \$5,000,000 in total liability, general liability insurance, providing coverage for negligence, errors and omissions/educators legal liability, abuse and molestation, and employment practices liability of the School, its governing board, officers, agents, employees, or students. The deductible per occurrence for said insurance shall not exceed \$20,000 for any and all losses resulting from negligence, errors, and omissions of the School, its governing board, officers, agents, employees, or students.
- *Workers' Compensation*: In accordance with the provisions of the California *Labor Code*, insurance adequate to protect the School from claims under Workers' Compensation Acts, which may arise from its operation, with statutory limits.
- *Automobile Insurance*: to the extent necessary and in amounts appropriate for the type and use of the automobile.

The School will provide evidence of insurance coverage to the CDE prior to opening and workers' compensation, and automobile, which shall be based on the type and amount of insurance coverage maintained in similar settings.

Evidence of insurance coverage shall also be provided to the CDE annually thereafter, and the School will instruct the insurance carriers to notify the CDE immediately if the coverage becomes inoperative for any reason. The CDE may request to see evidence of insurance coverage at any time. If the School is advised by its insurance carrier, broker or joint powers authority that it should increase the limits contained in any of the above policies based on an audit or any other business necessity, the School will increase the limits on said policies and forward the revised evidence of insurance coverage to the CDE.

In addition, the School will institute risk management policies and practices to address reasonably foreseeable incidents. The School will hold harmless, defend, and indemnify the SBE and the CDE, all officers and employees, from every liability, claim, or demand that may be made for any reason. In cases of such liabilities, claims, or demands, the School at its own expense and risk will defend all legal proceedings that may be brought against it and/or the SBE and/or the CDE, their officers and employees, and satisfy any resulting judgments up to the required amounts that may be rendered against any of the Parties mentioned herein.

All claims and/or settlements between the School or one of its employees, or the School's insurance carrier and another party, must be reported to the CDE, regardless of whether the claim or settlement involves financial compensation or not, if the settlement pertains to resolution of claims regarding suspected child abuse or an inappropriate relationship with a minor.

Teacher Credentials and Highly Qualified Teacher Requirements

The School will certify compliance with the Elementary and Secondary Education Act (ESEA) highly qualified teacher requirements (HQT). The School will have on file evidence that teachers of any ESEA No Child Left Behind core subject meet the HQT requirements as they apply to charter schools. The School will provide the CDE with the names of all classified and credentialed staff, their credential types, and teaching assignment by September 15 of each year. The School must also upload their credential information to the File Transfer Protocol (FTP) at least 30 days before the first day of the site visit.

Business Services, Education Management, and Vendor Contracts

If within the term of the charter, the School contracts with a vendor to provide business services including but not limited to payroll, accounting and budgeting, attendance accounting, fiscal reporting, contract management, or purchasing, the School must provide CDE a copy of its agreement that specifies the exact services to be provided and their cost, the term of the contract, and the School's provisions for monitoring the contract to ensure compliance with the contract and quality of service.

In addition, if the School contracts with an education management organization (EMO) or charter management organization (CMO), the School will provide the following:

- A draft of the proposed management contract.
- A recent corporate annual report and audited financial statements for the EMO/ CMO.
- A description of the EMO's/CMO's roles and responsibilities for the management of the School and the internal controls that will be put in place to guide the relationship.
- A list of other schools managed by the EMO/CMO and the academic and operational results of such management.
- A list of and background on the EMO's/CMO's leaders and board of directors.
- A letter of assurance from the EMO/CMO that it has conflict of interest policies in place and that none of the principals of either the EMO/CMO or School have conflicts of interests.

Exclusive Employer

The School, and not the SBE, is the exclusive employer of all School employees for the purposes of the Educational Employee Relations Act (EERA) under *Government Code* Section 3540, et al. seq. The School has exclusive responsibility for the employment, management, discipline, termination, and liability therefore, for all School employees.

Facilities

Prior to opening, the School shall present to the SBE, written agreements (e.g., a lease or similar document) indicating the School's right to use the principle School sites and any ancillary facilities, including resource centers, identified by the petitioners for at least the first year of each School's operation. The School must also provide evidence that the facilities will be adequate for the School's needs. A pre-opening site visit will be conducted prior to opening of the School.

Satisfaction of this condition will be determined by the Executive Director of the SBE based primarily on the advice of the Director of the School Facilities and Transportation Services Division. The facilities to be utilized by the School shall be accessible for all pupils and staff with disabilities. The School shall comply with the Americans with Disabilities act. The School facility must have a certificate for Education-Occupancy.

The School shall not commence instruction at any new facility until the Executive Director of the SBE or his/her designee has authorized the commencement of instruction at said facility. If during the term of the Charter, the School seeks to move to a new facility, a pre-opening site visit is required. Under extraordinary circumstances, such as a change of facilities necessitated by fire or natural disaster, the SBE may waive any site visit. The School will maintain on file all local approvals, including applicable fire marshal clearances, certificate(s) of occupancy, signed building permit inspections, and approved zoning variances.

Zoning and Occupancy

Not less than 30 days prior to the School's opening, the School shall present evidence to the Executive Director of the SBE or his/her designee that principle School sites and any ancillary facilities, including resource centers are located in an area properly zoned (or has obtained a zoning variance or exception to a zoning requirement by the local authorities) for operation of a School and/or has been cleared for pupil occupancy by all appropriate local authorities. For good cause, the Executive Director of the SBE may reduce this requirement to fewer than 30 days, but may not reduce the requirement to fewer than 10 days. Satisfaction of this condition should be determined by the Executive Director of the SBE based primarily on the advice of the Director of the School Facilities and Transportation Services Division.

Health and Safety

The School will have posted on its Web site and have available a copy of each safety and emergency plan for pupils and staff, for each school site(s), if applicable. The plan (in addition to what is already required by law) shall address fire emergencies, earthquakes, natural disasters, civil disorder, intruders on campus, accidents, injuries, and any other threat to the health and safety of pupils and staff. The School will provide regular training for staff to respond to emergencies and will conduct regular, routine emergency drills for pupils and staff. In addition, the School will address their policies on bullying prevention as well, pursuant to the Safe Place to Learn Act, per *EC* Section 234 et. Seq.

All volunteers who will be performing services that are not under the direct supervision of a School employee and have unsupervised contact with pupils will submit to background checks and fingerprinting in a manner authorized by the Department of Justice.

Criminal History Background Checks and Subsequent Arrest Notification Service for Certificated Staff

The School shall comply with and maintain compliance of the requirements of *EC* sections 44237 and 44830.1, pertaining to criminal history record summaries, fingerprints, and subsequent arrest notices. The School must comply with *EC* Section 44830.1 in requesting a subsequent arrest service notification from the Department of Justice (DOJ). The SBE and/or CDE will request evidence that the School is in compliance with *EC* Section 44830.1, and may request evidence that it is receiving and/ or subscribed to the DOJ's Subsequent Arrest Notification (SAN) service prior to opening. The School shall also affirm that the SAN service is subscribed to for the Custodian of Records for the charter School and that such notices are sent to no individual other than the Custodian of Records. The School will require all employees, and onsite vendors having unsupervised contact with pupils, to submit to background checks and fingerprinting in accordance with *EC* Section 45125.1.

The School will abide by Penal Code (PC) Section 11102.2 in appointing an approved Custodian of Records to monitor arrest records and maintain confidentiality of all information gained from the DOJ. Once approved by the DOJ, the School shall inform the SBE of the identity of their Custodian. The CDE requests the School upload this information to the FTP prior to the site visit, as specified in the Appendix C attached to this MOU.

Mandated Reporting

The School agrees to, and by signing this MOU, affirms that it will train its employees and persons working on behalf of the School who are mandated reporters on mandated reporting requirements. The School will develop a process for training these individuals and provide proof of completed training within the first six weeks of each school year, or within the first six weeks of the person's employment. Should this training not occur, the School is to report such information to the CDE pursuant to *PC* section 11165.7(d).

SECTION 2: EDUCATIONAL PERFORMANCE

Educational Program

Prior to opening, the School shall make the following information available for CDE review:

- A description of the curriculum development process the School will use; the scope and sequence for the grades envisioned by the School; the complete educational program for pupils to be served in the first year including, but not limited to, a description of the curriculum and identification of the basic instructional materials to be used; plans for professional development of instructional personnel to deliver the curriculum and use the instructional materials
- Identification of the specific assessments that will be used to evaluate student progress, in addition to the results of the statewide assessment system, the California Assessment of Student Performance and Progress, the California English Language Development Test or its successor assessments, the Content Standards Test, if applicable, and the California Physical Fitness Test
- The annual School calendar that includes, at a minimum, the number of instructional days and minutes required by law and the number of professional development days
- The daily bell schedule

1. The LCAP Requirement

Under the Local Control Funding Formula (LCFF), all LEAs are required to prepare a Local Control Accountability Plan (LCAP), which describes how they intend to meet

annual goals for all pupils, with specific actions to address state and local priorities identified pursuant to *EC* Section 52060(d). A Charter School is considered an LEA for this purpose. The Governing Board of the charter shall adopt an LCAP on or before July 1 of each school year. According to *EC* Section 52062, specific actions included in the LCAP, or the annual update of the LCAP, must be consistent with the strategies included in the School plans submitted pursuant to *EC* Section 64001. All charter Schools must complete an LCAP using the template adopted by the SBE found at http://www.cde.ca.gov/fg/aa/lc/documents/approvedlcaptemplate.doc. A charter School's LCAP is a separate document from the charter petition. The LCAP must describe the goals, for all pupils and each subgroup of pupils, which are aligned to the state priorities identified in *EC* Section 52060 that apply to each grade level served and the nature of the program. The chartering authority reviews the LCAP and the LCAP annual update as part of its regular oversight duties.

Under *EC* Section 47606.5, the School must demonstrate how the School consulted with specific stakeholders identified in development of its LCAP. In addition, *EC* 47605.5 further requires an annual update to the LCAP. The School must be familiar with each requirement of LCFF, specifically, with regard to the development, submission, and updates to the School's individual LCAP.

In addition, the School is subject to the Uniform Complaint Procedure (UCP) regarding the LCAP. The School shall therefore comply with *EC* Section 52075, which requires policies and procedures to be in place in order to implement this UCP process by June 30, 2014.

2. Special Education

Prior to opening, the School shall submit to the Executive Director of the SBE written verification of Special Education Local Plan Area (SELPA) membership as an LEA. To prove membership, the School must also submit either written verification that the School is (or will be at the time pupils are being served) participating in the SELPA, or an agreement between a SELPA, a School district that is a member of the SELPA, and the School, which describes the roles (and responsibilities of each party and that explicitly states that the SELPA and the School consider the School's pupils to be pupils of the School district in which the School is physically located for purposes of special education programs and services). Satisfaction of this condition should be determined by the Executive Director of the SBE based on the advice of CDE staff following a review of either (1) the School. The School will also notify the Executive Director if it intends to make changes to its SELPA arrangement or membership, and will provide the Executive Director of the SBE with an updated membership.

3. Independent Study

The Governing Board will develop and maintain policies regarding independent study, and confirm that all forms and procedures are in compliance with applicable

independent study statutes, attendance accounting procedures, and regulations. If the School plans to offer an independent study program to any of its pupils, and such a program is not already part of its charter petition, it must first submit a request for a material revision to the SBE, which must be approved prior to offering or implementing such a program.

4. Required Electronic Submissions to CDE Prior to Site Visits

The School will submit and/or update all required documents using the FTP system, at least 30 calendar days prior to the first day of the annual site visit by the CDE. Required documents and due dates are provided in Appendix C.

SECTION 3: FISCAL OPERATIONS

1. Funding

The School will be direct-funded in accordance with *EC* Section 47651(a)(3), and its general-purpose entitlement will be the amount computed by the LCFF pursuant to Section 42238.02, as implemented by Section 42238.03. The Parties recognize the authority of the School to pursue additional funding sources.

2. Internal Controls

The Governing Board will develop and maintain internal fiscal control policies governing all financial activities that are approved by the Governing Board. Prior to opening the School and whenever these policies are revised, a copy of these policies and procedures will be submitted to the CDE. The policies and procedures are subject to review during site visits to verify their implementation.

3. Fiscal Agent

The School is responsible for identifying and working with their County Superintendent of Schools to establish the appropriate funds and accounts in the county treasury for the School. Pursuant to *EC* Section 47651(a)(3), warrants shall be drawn in favor of the county superintendent of schools in the county where the LEA is located that initially denied the Charter that was later granted by the State Board of Education.

4. Pupil Attendance Accounting and Reporting

Within 30 days prior to opening, the School will submit proposed attendance accounting procedures for CDE approval, including software or any proposed spreadsheet or database formats. Software must be capable of producing reports as described in this section of the MOU.

Pursuant to *EC* Section 47612.5(a)(2), charter Schools are required to maintain contemporaneous records of attendance. To fulfill this requirement, the School shall

maintain hard copy attendance records that are signed and dated by the reporting teacher at least once per week. CDE will periodically request that the School send CDE copies of signed and dated weekly attendance from randomly selected School months. In addition, CDE will inspect weekly attendance records during the annual site visit and reserves the right to inspect or request weekly attendance during any announced or unannounced visit to the School. **Failure to maintain attendance records that are signed and dated each week by the teacher recording the attendance can result in loss of apportionment funding.**

The School's startup enrollment must be consistent with the enrollment data described in the charter. The School must submit enrollment and attendance reports according to the following schedule:

Data and Description	Deadline To Report to CDE
Pupil Estimates for New or Significantly Expanding Charters (PENSEC) Report— These data are used to calculate the first special advance apportionment for newly operational charter Schools which represents approximately 37 percent of annual funding.	July 30
First 20 Days Attendance —These data are used to calculate the second special advance apportionment for newly operational charter Schools, which represent approximately 18% of annual funding	No later than 15 days after the first 20 School days
First Principal Apportionment (P-1) — Attendance for all full School months between July 1 and December 31	January 5
Second Principal Apportionment (P-2) — Attendance for all full School months between July 1 and April 15	April 21
Annual—Attendance for the entire School year	June 30

In addition to submitting electronic data files, the School **must** submit hard copies of attendance records that include the following:

- Each pupil's daily attendance up to the last day included in the reporting period
- Summary reports that include all pupils' daily attendance subtotaled by School month and by grade
- Hourly attendance sheets signed and dated by teachers for any supplemental hours claimed

Evidence of contact made with parents when pupils are absent from School (e.g., parent contact log, absence log, etc.) will be provided to the CDE, upon CDE's request. This evidence may be reviewed at any time, including but not limited to site visits to the School, or during an annual review process.

NOTE: It is critical that the above attendance reporting deadlines are met in an accurate and timely manner. If the School misses a reporting deadline or submits incomplete reports, it risks being excluded from that apportionment's certification and funding period. For example, if P-1 attendance data is not received in time for inclusion in the P-1 certification, the School's ADA defaults to zero and no funds are paid for the P-1 funding period, February through May.

CDE staff will review and certify the accuracy of the attendance data submitted by the School only when all documentation has been submitted and is accurate. *Attendance data submitted without the required detail will NOT be processed and may result in loss of funding for the School.*

5. Revenue and Expenditure Reporting

The School is required to submit periodic reports of revenues, expenditures, and reserves pursuant to *EC* Section 47604.33. The School must submit reports according to the following schedule:

Budget or Report	Deadline to Submit to CDE
Revised Preliminary Budget and Annual Update Pursuant to E.C. Section 47606.5, as applicable	July 1
First Interim Report—Expenditures through October 31	December 15
Second Interim Report—Expenditures through January 31	March 15
Final Unaudited Actuals Report for Prior Fiscal Year	September 15

6. Reserves

The School is expected to maintain reserves at a level at least equivalent to a School district of similar size as identified in California Code of Regulations, Title 5 (5 *CCR*) Section 15450.

School ADA	Expected Reserves
------------	-------------------

0—300	Greater of 5%* or \$55,000**
301–1,000	Greater of 4%* or \$55,000**
1,001–30,000	3%

*Percentage applied to total expenditures and other financing uses.

**The dollar amounts are to be adjusted annually by the prior year statutory cost-of-living adjustment pursuant to *EC* Section 42238, rounded to the nearest thousand. The dollar amount for the current fiscal year is available at http://www.cde.ca.gov/fg/fi/ss/distrinterimcsfy1516.asp

The CDE may request additional information to evaluate the fiscal condition of the School.

7. Annual Audit

By April 1 of each year, the School must contract with an auditor from the Certified Public Accountants Directory Service (CPADS) provided by the California State Controller's Office (SCO) to prepare for the annual audit due on December 15 pursuant to *EC* Section 41020 and provide the following information to the CDE:

- Name and address of the auditor (the list of CPAs who may perform local education audits is available at <u>http://www.sco.ca.gov/cpads/</u>);
- The fee charged for the audit and whether that fee included the cost for auditing of additional Schools; and
- The number of consecutive years the School has contracted with the auditor.

By December 15 of each year, the School will submit an annual independent financial audit to the SCO, the CDE Charter School Division, the CDE Audit Resolution Office, and the county office of education of the county in which the School is located pursuant to *EC* Section 47605(m). The School will submit any management letters accompanying the audit report to the CDE. To receive a favorable renewal recommendation, each annual audit must be free of findings and exceptions; corrective actions plans must have been implemented so that no findings or deficiencies are repeated the following year.

The audit shall be conducted in accordance with auditing standards generally accepted in the United States of America, the standards set forth in *Government Auditing Standards* issued by the Comptroller General of the United States, and the Standards and Procedures for Audits of K–12 Local Educational Agencies (audit guide) adopted by the Education Audit Appeals Panel (EAAP). The audit guide is available at <u>http://</u> www.eaap.ca.gov.

8. Oversight Fees

Pursuant to *EC* Section 47613, the School will be charged an annual oversight fee not to exceed one percent (1%) of the amount received in the current fiscal year LCFF calculated pursuant to *EC* Section 42238.02, as implemented by *EC* Section 42238.03.

The initial annual oversight fee will be based on the School's current year P-1 apportionment.

The CDE will annually prepare an invoice to the School within 45 days after the certification of the P-1 apportionment. The final annual oversight fee will be adjusted based on the School's P-2 apportionment. Adjustments due to differences between the apportionments at P-1 and P-2 will be resolved as follows:

If the CDE under invoiced oversight fees (LCFF apportionments for P-1 were less than P-2), the CDE will recover fees from the Charter School by adding one percent (1%) of the difference to next fiscal year's invoice.

If the CDE over invoiced oversight fees (LCFF apportionments for P-1 were more than P-2), the CDE will refund those fees within 45 days after the due date of the P-2 apportionment.

Invoices are due and payable to CDE within 30 days of receipt.

9. Retirement Systems

Prior to the employment of any individuals by the School, the School must present evidence to the CDE that the School has made appropriate arrangements for the processing of the employees' retirement contributions to the California Public Employees' Retirement System (CalPERS) and/or the California State Teachers' Retirement System (CalSTRS).

SECTION 4: FULFILLING CHARTER TERMS

1. Adherence to the Charter

The School will adhere to all elements of its charter petition, including but not limited to its stated mission, measurable pupil outcomes, curriculum, and assessments.

2. Material Revisions to Charter

Changes to the charter deemed to be material revisions may not be made without SBE approval. Amendments to the charter considered to be material changes include, but are not limited to, the following:

- Substantial changes to the educational program including the addition or deletion of an educational program, mission, or vision
- Changing or adding a non-classroom based program

- Proposed increase or decrease in enrollment that differs by more than 25 percent (25%) of the enrollment approved by the SBE in the charter or in an SBE approved revised charter, or a change that could significantly impact the academic or financial sustainability of the School
- Adding or deleting the grade levels to be served
- Adding sites or closing sites
- Any action taken on the part of the School which will result in a significant shift in pupil population being shifted to or from a site (i.e. site-based program changed to an online program)
- Changing admissions policies and preferences
- · Departures from the School's instructional philosophy or mission
- Changing the School's governance structure

There are some circumstances, which may or may not require a material revision. Before a material change is instituted, the charter School shall inform the SBE, so the SBE can determine whether a request for a material revision is needed. Material amendments to the School's charter may only be made upon the approval of the School's Governing Board, and will take effect only if approved by the SBE pursuant to *EC* section 47607.

The School shall seek approval from the CDE in advance of any relocation or establishment of a new site.

3. Site Visits

Prior to the SBE authorizing the School to commence operations, the School must demonstrate that it has completed specified actions and provided required documentation. The School may not commence operations without written authorization from the CDE.

The CDE will visit the School facility for an inspection and review prior to the time the School is scheduled to open. The School may not commence operations without written authorization from the CDE.

Annual Site Visits

The CDE will conduct at least one site visit annually to assess the School's fulfillment of the terms of the charter and this MOU. The site visit may include review of the facility, review of records maintained by the School, fiscal operations, and internal controls, interviews with the director of the School, staff, and clients, and observation of instruction in the classroom.

Unannounced Visits

The SBE reserves the right to make unannounced visits to the School, inspect any and all records requested, investigate, and interview staff if needed, in addition to the other rights afforded to the SBE as a chartering authority. Occasionally, this investigation and/ or evidence can be exchanged via e-mail and telephone calls; however, the SBE reserves the right to personally visit the School.

4. Notification Regarding Renewal, Closure or Revocation

A School that seeks to renew its charter shall, before expiration of the charter, submit its petition for renewal to the Governing Board of the school district that initially denied the charter. If the Governing Board of the school district denies the School's petition for renewal, the School may petition the SBE for renewal of its charter pursuant to *EC* Section 47605(k)(3). The school should begin the renewal process in the fall prior to the charter's expiration date.

The School's charter will include a description of the procedures to be used in the event the School closes. The procedures must, at a minimum, contain all of the elements in 5 *CCR* sections 11962 and 11962.1, including a description of the procedures to be used if the School closes. The procedures shall ensure a final audit of the School to determine the disposition of all assets and liabilities of the School, including plans for disposing of any net assets and for the maintenance and transfer of pupil records, as required by *EC* Section 47605(b)(5)(P).

The School will comply with all responsibilities and requirements in the attached Appendix B.

If the School is to close permanently for any reason, the CDE will serve written notice on the School that the School's closure procedures have been invoked. The School will immediately notify the CDE of the specific individual responsible for coordinating the School's closure procedures. The CDE will identify a staff member to work with the School to complete all closure activities.

Upon closure or revocation, the CDE reserves the right to take possession of any pupil records. Once revoked, the CDE reserves the right to log and either place in storage, or remove any property, physical (i.e. computers) or otherwise (i.e. software on the computers), for the purpose of offsetting any amounts owed to the State of California. The School must provide an inventory to the CDE, upon request, of all property, physical or otherwise, as referenced above.

For more information on school closure, please see the following information prepared by the CDE: <u>http://www.cde.ca.gov/sp/cs/lr/csclosurerules.asp</u>

SECTION 5: SEVERABILITY

If any provision or any part of this MOU is held to be invalid, unenforceable, illegal, void and/or contrary to public policy or statute for any reason, then each Party shall be relieved of any obligations arising from such provision(s). The affected portion is

severed from this MOU, and the balance of this MOU, if capable of performance, shall remain and continue in full force and effect.

SECTION 6: NON-ASSIGNMENT

No portion of this MOU or the Charter petition approved by the SBE may be assigned to another entity without the prior written approval of the SBE, or as specifically stated herein.

SECTION 7: WAIVER

A waiver of any provision or term of this MOU must be in writing and signed by both Parties. Any such waiver shall not constitute a waiver of any other provision of this MOU. The Parties agree that neither party to this MOU waives any of the rights, responsibilities, or privileges established by the Charter Schools Act of 1992.

Notifications

All notices, requests, and other communications under this MOU will be in writing and mailed to the following addresses:

To the CDE at:	
	Cindy S. Chan, Director Charter Schools Division California Department of Education 1430 N Street, Suite 5401 Sacramento, CA 95814
To the School at:	
	Gillian Bonacci, ISLA Governing Board Chair International Studies Language Academy 1452 El Miradero Avenue Glendale, CA 91202

This MOU includes the understanding of the Parties with respect to the matters covered in the MOU and supersedes any oral or written understandings between the Parties related to the subject matter of this MOU. No person or party is authorized to make any representations or warranties except as set forth herein; and no MOU, statement, representation, or promise by any individual or party that is not contained in this MOU will be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representations, statements, or promises that are not expressly set forth in this MOU. The Parties further acknowledge that this MOU may be modified, updated, or augmented with the mutual agreement of the Parties, as evidenced in writing.

Gillian Bonacci	6/3/16
Prattic Name El Duy Releanced Rights and well the School	Distin
Pin Prov	6/3/16
Sphalars of Dury Author and Reserve have of the School	Eline
Cindy S. Chan	
Printed Name of Director, Charter Schools Division	Date
Signature of Director, Charter Schools Division	Date
Karen Stapt Walters, Executive Director	
Printed Name of Duly Authorized Representative of the SBE	Date
Signature of Duly Authonized Representative of the	Date

Appendix A: SBE-Authorized Charter School Site Visit

The California Legislature enacted the Charter Schools Act of 1992 to authorize the establishment of charter schools. The purposes of charter schools, as specified in California *Education Code (EC)* <u>Section 47601</u>, are to:

- 1. Improve pupil learning.
- 2. Increase learning opportunities for all pupils.
- 3. Encourage the use of different and innovative teaching methods.
- 4. Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.
- 5. Provide parents and pupils with expanded educational opportunities within the public school system without the constraints of traditional rules and structure.
- 6. Provide schools a way to shift from a rule-based to a performance-based system of accountability.
- 7. Provide competition within the public school system to stimulate improvements in all public schools.

Purpose of Site Visit

The site visit by the California Department of Education (CDE) is to assess the school's progress in governance and organizational leadership; educational performance; fiscal operations and internal controls; and adherence to the charter. The site visit will include a review of the facility; review of the school's records; interviews with the school's administration, staff, parents, advisory councils, and governing board. Additionally, the site visit will include classroom observations. The annual site visit is guided by professional integrity and is grounded in evidence, not opinion. The length of a site visit may vary but will average one and a half days.

PRE-VISIT	TIMELINE
The CDE oversight consultant contacts school to schedules the on-site visit.	6 weeks prior to visit
The CDE oversight consultant provides school leadership with an orientation to the process.	4 weeks prior to visit
School uploads documents requested by the CDE to the FTP	4 weeks prior to visit
The Oversight consultant reviews documents submitted by the school and record their initial questions about the school's performance according to protocol standards.	1–2 weeks prior to visit
The oversight consultant creates a draft schedule of interviews and classroom visits, finalizes the schedule with the school's input, and sends a copy of the schedule to the school.	

ON-SITE	TIMELINE
The oversight consultant spends a minimum of one and a half days on site conducting classroom visits, interviews with school administration, faculty, and students. The site visit will include a review of cumulative record folders and confidential special education files during the on-site visit.	At least 1 ¹ ⁄ ₂ –2 days
The oversight consultant will communicate regularly with school leadership to keep the school informed of the consultant's progress and to seek the school's input on that progress.	Ongoing
The oversight consultant's primary objective is to evaluate the degree to which the school is meeting expectations specified in the school's charter. Collected evidence is discussed throughout the site visit with the site administration.	Ongoing
The oversight consultant presents an oral report of key concerns to school leadership.	Last day of visit

FOLLOWING THE VISIT	TIMELINE
---------------------	----------

After the site visit, the oversight consultant develops a written report/letter that formalizes the concerns discussed on site. This report/letter will be sent to the charter school administrator and Governing Board Chair or President. This report/letter will be used by the oversight consultant to monitor the school's progress toward addressing identified concerns.	1–2 weeks after the visit
---	---------------------------

APPENDIX B: School Closure Procedures Checklist

Invoking Closure Procedures

lte m	Description	LEA Contac t	Due Dat e	Verifi ed
1	In the case of revocation or non-renewal, the California Department of Education (CDE) shall notify the charter school in writing that the closure procedures have been invoked.			
	In the case of voluntary surrender, the charter school shall notify the CDE in writing that the closure procedures have been invoked.			

Immediate Actions

lte m	Description	LEA Contac t	Due Dat e	Verifi ed
2	The charter school shall immediately notify the CDE of the location of all pupil and business records. Following that notification, no pupil or business records shall be disposed of, moved, or duplicated without the express written consent of the CDE, except that pupil records may be copied for pupils' parents/guardians or transferred to other schools, provided a notation is kept of the records copied or transferred.			
3	The charter school and the CDE shall each immediately identify an individual who will serve as the single point of contact for the entity regarding the school's close out activities.			
4	The CDE shall immediately notify the charter school in writing whether, on behalf of the State Superintendent of Public Instruction, it is taking over immediate and direct control of all the school's pupil and business records.			

Students and Parents/Guardians

lte m	Description	LEA Contac t	Due Dat e	Verifi ed
5	The charter school shall notify the parents/guardians of each pupil enrolled of the school's closure. Unless the CDE otherwise directs, the notification shall be immediate in the case of a revocation (that takes immediate effect) or shall occur within ten days of the invocation of the closure procedures in the case of closure at the end of current academic year.			
6	The charter school shall continue instruction until the end of the current academic year (unless a revocation takes immediate effect). The charter school shall publicly announce cancellation of all future classes.			
7	If the charter school continues instruction to the end of the current academic year, report cards shall be issued within seven days of the end of classes.			
8	The charter school shall notify surrounding school districts and the county office of education within 14 days of the school's forthcoming closure (or immediate closure if a revocation takes immediate effect).			
9	The charter school shall provide information to pupil and parents/guardians regarding alternative public school placements within 30 days of the announcement of the school's forthcoming closure, or immediately in the case of a revocation that takes immediate effect.			
10	The charter school shall offer to provide a copy of each pupil's cumulative file upon request of the pupil's parents/ guardians. The school shall provide the copy within seven days of a request being received, ensuring that the documents are given to the parents/guardians identified as having legal custody or guardianship of the pupil.			
11	The charter school shall comply within seven days to requests for the transfer of pupils' cumulative files to other public or private schools in which the pupils enroll.			
12	The charter school shall respond within seven days to inquiries from pupils, their parents/guardians and from the media regarding the school's closure, the disposition of pupil and business records, and the alternative placement available to the pupils.			

lte m	Description	LEA Contac t	Due Dat e	Verifi ed
13	The charter school shall provide the CDE within 14 days with a list of pupils (names, addresses, and phone numbers) in each grade level and the classes they have completed. Identify each pupil's district of residence, and a notation of where the pupil's records have been transferred.			
14	The charter school, if a local educational agency in a special education local planning area (SELPA), shall notify the SELPA within 14 days of the closure, complete all documentation necessary for special education pupils, and transfer copies of the pupil's records to the SELPA.			
15	The CDE shall respond promptly to inquiries from pupils, their parents/guardians, and from the media as necessary.			

Student and Business Records

lte m	Description		Due Dat e	Verifi ed
16	Once the closure procedures have been invoked, no pupil or business records shall be disposed of, moved, or duplicated without the express written consent of the CDE, except for the duplication or transfer of pupil cumulative files as noted.			
17	At the point the charter school is dissolved, the pupil and business records shall come under the exclusive control of the CDE, which shall distribute, maintain, or dispose of the records as it determines appropriate.			
18	The charter school shall terminate all present leases, service agreements and other contracts not necessary for the close out of the school. Leases, service agreements, and contracts should be terminated in a cost effective manner in order to minimize expenses.			

lte m	Description		Due Dat e	Verifi ed
19	The charter school shall return grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law. A final expenditure report for all grants will be submitted within 14 days. Federal grants must be closed out, including the filing of the required Final Expenditure Reports and Final Performance Reports. Federal Forms 269 and 269a may apply if the school was receiving funds directly from the United States Department of Education.			
20	Close all financial records of the school as of revocation or closure date.			

Faculty and Staff

lte m	Description	LEA Contac t	Due Dat e	Verifi ed
21	The charter school shall immediately notify its faculty and staff of the school's closure, providing each with necessary information related to compensation and retirement, including, but not limited to, any optional benefits that they may continue after the school closes.			
22	The charter school shall provide the CDE within 14 days with a description of current and projected payroll and payroll benefits commitments through closure, including a list of each employee, and their job duties, and a projection of the funds necessary to: (1) transition the pupils and records; (2) complete all administrative closure related tasks; and (3) complete contracts and grants.			
23	The charter school shall provide CDE within 14 days with notice of any outstanding payments to staff and the method by which the school will make the payments.			
24	The charter school will within 14 days contact the California State Teachers' Retirement System, California Public Employees' Retirement System, and the county office of education and follow their procedures for dissolving contracts and reporting, copying the CDE on all correspondence.			

lte m	Description	LEA Contac t	Due Dat e	Verifi ed
25	Prior to final closeout, the charter school shall do all of the following on behalf of the school's employees:			
	 File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines. 			
	 File the Federal Notice of Discontinuance with the Department of Treasury (Treasury Form 63). 			
	 Make final federal tax payments (employee taxes, etc.). 			
	 File the final withholding tax return (Treasury Form 165). 			
	 File the final return with the Internal Revenue Service (Form 990 and Schedule). 			

Assets and Liabilities

lte m	Description	LEA Contac t	Due Dat e	Verifi ed
26	The charter school shall notify all funding sources (including charitable partners) of the school's closure immediately.			
27	The charter school shall immediately notify all contractors (such as a charter management organization, education management organization, food service provider, instructional service provider, or transportation service provider) of the school's closure.			
28	If the charter school has any agreements with organizations representing employees, the charter school shall notify the organizations of the school's closure as may be specified in the agreements.			

lte m	Description	LEA Contac t	Due Dat e	Verifi ed
29	The charter school shall notify the CDE within 14 days of all pending litigation to which the school is a party. The charter school shall immediately notify the CDE if litigation is filed thereafter up to the point that the school is formally dissolved.			
30	The charter school, within 30 days, shall prepare and deliver to the CDE a comprehensive list of creditors and debtors.			
31	The charter school, within 30 days, shall prepare and deliver to the CDE a comprehensive inventory of all assets, property on lien, and all pending assets not yet delivered.			
32	The charter school, within 30 days, shall prepare and deliver to the CDE a plan for the proposed disposition of all property owned by the school and purchased with public funds. Assets donated to the school may be returned to donors or disposed of in accordance with donor's wishes. Net assets, (after the payment of outstanding liabilities), if any, may be transferred to another public agency such as another charter school, after approval of the SBE. The charter school shall also provide a detailed inventory list of all physical assets, and shall include an identification of which funds were used to purchase each item.			
33	The charter school shall arrange for preliminary (if necessary) and final closure audits to be paid for from the special reserve or bond revenue. The auditor engaged to perform the audit(s) shall be from the list of approved school auditors maintained by the California State Controller's Office and shall be approved by the CDE. The audit(s) at a minimum shall determine the disposition of all assets and liabilities of the charter school and shall verify the school's comprehensive list of creditors and debtors, and the amounts owed or owing, as well as verify the school's comprehensive list of all assets by source, noting any restrictions on each asset's use.			
34	Based on the audit findings, and with the approval of the CDE, the charter school shall expend any identified assets to liquidate any identified liabilities.			

Dissolution of the School (Corporate) Entity

lte m	Description		Due Dat e	Verifi ed
35	Following the resolution of all outstanding assets and liabilities, the charter school shall be dissolved. If established as a nonprofit public benefit corporation pursuant to California <i>Education Code</i> Section 47604, the corporation shall be dissolved. Written notification of the above shall be sent to the SBE, once final.			

Name of School **SBE-Authorized Charter Schools** Due Date Action Required Staff Who Completed and When School Web site Documents (not uploaded into Update the File Transfer Protocol [FTP]) Update as SBE-authorized charter schools are required to Modifie Annually post the following information to their school's Web d site. School phone, physical address, and e-mail September addresses for the School's administrative х х 1 contacts September х Articles of Incorporation 1 **Board-Approved Bylaws and Board-Approved** September х Policies 1 September **Annual Calendar of Board Meetings** х 1 All Board Meeting Agendas and Minutes Posted September (including a description of how parents and х community members will be notified of 1 meetings) Roster/biographies/contact information of September х current board members 1 September **Current Charter Petition** х 1 September **Outreach and Recruitment** х 1 September **Enrollment form and enrollment Procedures** Х 1 Lottery Procedures (including preferences and September х procedures) 1 Application and Enrollment Forms for Lunch September х Program 1 September **Conflict of Interest Policy** х 1 September **Pupil/Parent Handbook** х 1 September **Campus Supervision Policy** х 1

Appendix C: File Transfer Protocol List of Documents to Submit to the California Department of Education Prior to Site Visit

Discipline Policy	September 1	x		
Complaint Procedures	September 1	x		
Williams Act	September 1	x		
Health/Safety and Emergency Plans	September 1	x		
Annual School Calendar	September 1	x		
Bell Schedule	September 1	x		
School Accountability Report Card (for prior academic year)	September 1		х	
LCAP Annual Update and three-year LCAP - Evidence of charter board approval. LCAP must address goals and action plans.	September 1		x	
Special Education Local Planning Area Membership	September 1		x	

Documents to be uploaded to the FTP or provided to CDE at the site visit for CDE to reviewlf documents are to be made available for the site visit, please list the title and location of the documents requested.		Upload to FTP	Make available for CDE during site review	Name of School Staff Who Completed and When
Mandated Reporter Training Certification that all staff have completed mandated reporter training.	6 weeks after the start of school	х		
Document demonstrating all board members have received Brown Act training Scanned/uploaded document demonstrating that all board members have received Brown Act training	30 days prior to Site Visit	х		
Assurance that criminal record summaries are kept and available for review Scanned/uploaded assurance document signed by the school leader that such records are kept and available for review	30 days prior to Site Visit	x		
Board-Adopted Fiscal Control Policies Scanned/uploaded document containing board- adopted internal fiscal control policies	30 days prior to Site Visit	х		
Independent Study Policy (if applicable) Scanned/uploaded document describing independent study policy (if none, state NA)	30 days prior to Site Visit	х		
Employee Handbook Scanned/uploaded current employee handbook	30 days prior to Site Visit	х		
Scope and Sequence for all courses Scanned/uploaded Scope and Sequence (Pacing Calendar) for sample of some courses and description of where Scope and Sequence for ALL courses can be found on school site.	Provided at site		x	
Master Schedule Scanned/uploaded document with master schedule and/or bell schedule with teacher names	30 days prior to Site Visit	х		
Credentialed Highly Qualified Teachers Completed Teacher Credential template for all teaching staff	September 15	x	x	
Emergency Safety Binder At minimum shall address fire emergencies, earthquakes, natural disasters, civil disorder, intruders on campus, accidents, injuries and any other threats to the health and safety of pupils and staff.	Provided at site visit		x	
Pupil Files <i>Cumulative and Confidential Individualized</i> <i>Education Program files</i>	Provided at site visit		x	

Employee Files Completed Teacher Credential template for all teaching staff	Provided at site visit		x	
--	------------------------	--	---	--

AMENDED AND RESTATED

BYLAWS

FOR

INTERNATIONAL STUDIES LANGUAGE ACADEMY,

A California Nonprofit Public Benefit Corporation

ARTICLE I. OFFICES

Section 1. <u>Principal Office</u>. The principal office of the corporation for the transaction of the business of the corporation shall be fixed and located at such place within or without the State of California as the Board of Directors (herein called the "Board") shall determine. The Board is granted full power and authority to change such principal office from one location to another.

Section 2. <u>Other Offices</u>. Branch or subordinate offices may be established at any time by the Board at any place or places.

ARTICLE II. MEMBERS

Section 1. Membership. The corporation shall have no members.

ARTICLE III. DIRECTORS

Section 1. <u>Powers</u>. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the Articles of Incorporation, the activities and affairs of the corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board. The Board may delegate the management of the activities of the corporation to any person or persons, a management company, or committees however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Board shall have the following powers in addition to the other powers, enumerated in these Bylaws:

(a) To select and remove the officers, agents and employees of the corporation, prescribe powers and duties for them and as are not inconsistent with law, the Articles of Incorporation, or these Bylaws, supervise them, fix their compensation, and require, from them

security for faithful service. Such compensation may be increased or decreased at the pleasure of the Board.

(b) To make such rules and regulations for the conduct of the affairs and activities of the corporation as the Board may deem advisable and as are not inconsistent with law, the Articles of Incorporation or these Bylaws.

(c) To borrow money and incur indebtedness for the purpose of the corporation, and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecation, or other evidences of debt and securities thereof.

Section 2. <u>Number of Directors; Required Parent Director</u>. The authorized number of directors shall consist of not less than three (3) nor more than twenty (20) directors, with the exact number of directors to be fixed within the limits specified herein by resolution of the Board as enacted from time to time. No reduction of the authorized number of directors shall have the effect of shortening the term of any incumbent director. At least one (1) director shall be a Parent of an International Studies Language Academy student (which, for the avoidance of doubt, shall be a voting member of the Board).

Section 3. <u>Election</u>. Directors shall be elected at a regular meeting but if any such regular meeting is not held or the directors are not elected there, the directors may be elected at any special meeting of the Board held for that purpose.

Section 4. <u>Term of Office</u>. Each director shall hold office for a term of three (3) years and until a successor has been elected and qualified. Directors may succeed themselves in office no more than one (1) additional term. The term of office shall end on the last day of the month of December.

Section 5. <u>Removal</u>. Any director may be removed with or without cause by the affirmative vote of a majority of the directors present at a meeting duly held at which a quorum is present.

Section 6. <u>Resignation</u>. Subject to the provisions of Section 5226 of the California Nonprofit Public Benefit Corporation Law, any director may resign effective upon giving written notice to the President, the Secretary, or the Board, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be elected before such time, to take office when the resignation becomes effective.

Section 7. <u>Vacancies</u>. Vacancies in the Board shall be filled by the affirmative vote of a majority of the Board. Each director so elected shall hold office until the expiration of the term of his or her predecessor and until his or her successor has been elected and qualified.

A vacancy or vacancies in the Board shall be deemed to exist in case of the death, resignation, removal of any director, or if the authorized number of directors is increased. The Board may declare vacant the office of a director who has been declared of unsound mind by a final order of court, or convicted of a felony, or found by a final order of judgment of any court to have breached any duty arising under Article 3 of the California Nonprofit Public Benefit Corporation Law.

Section 8. Interested Directors. Not more than forty-nine (49) percent of the persons serving on the Board at any time may be interested persons. An "interested person" is (1) any person being compensated by the corporation for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (2) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law of any such person. Notwithstanding the foregoing, any violation of the provisions of this Section shall not affect the validity or enforceability of any transaction entered into by the corporation.

Section 9. <u>Place of Meeting</u>. Regular or special meetings of the Board shall be held in accordance with California Government Code Section 54950 (hereinafter "Brown Act"). Regular meetings shall be held at the principal office of the corporation, or at a location as designated from time to time by the Board in accordance with the Brown Act.

Section 10. <u>Regular Meetings</u>. Regular meetings of the Board shall be held in accordance with the Brown Act.

Section 11. <u>Special Meetings</u>. Special meetings of the Board for any purpose or purposes may be called at any time by the President, the Secretary or any number of directors, in accordance with the Brown Act, in every regard, including posting, public access, and agenda requirements

Notice of the time and place of special meetings of the Board shall be given or delivered personally to each director at least forty-eight (48) hours before the meeting, sent to each director by first-class mail at least four (4) days before the meeting, or delivered by other form of written or telephonic communication (including cabie, telegram, telex, facsimile, electronic mail and telephone) at least forty-eight (48) hours before the meeting. Such notice may be written or, if delivered by telephone or personally, oral. Written notice shall be addressed or delivered to each director at his or her address (e.g., mailing address, facsimile number or electronic mail address) as it is shown upon the records of the corporation, or as may have been given to the corporation by the director for purposes of notice, or, if such address is not shown on such records or is not readily ascertainable, at the place in which the meetings of the directors are regularly held.

Notice by mail shall be deemed to have been given at the time a written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed to have been given at the time it is personally delivered to the recipient or is delivered to a common carrier

for transmission, or actually transmitted by electronic means by the person giving the notice to the recipient, as the case may be. Oral narrative shall be deemed to have been given at the time it is communicated to the recipient or to such person at the office of the recipient who the person giving the notice has reason to believe will promptly communicate it to the recipient.

Notice to the Public for all Board meetings shall be given in accordance with the Brown Act.

Section 12. <u>Waiver of Notice</u>. Notice of a meeting need not be given to any director who signs a waiver of notice or a written consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such director. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 13. <u>Quorum</u>. A quorum will consist of the greater of four directors or a majority of the duly elected and serving directors, except to adjourn as hereinafter provided in Section 15. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as an act of the Board of Directors, unless a greater number be required by the Articles of Incorporation or the provisions of the California Nonprofit Public Benefit Law, especially those provisions relating to (a) approval of contracts or transactions in which a director has a direct or indirect material financial interest, (b) appointment of committees, and (c) indemnification of directors. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such meeting.

Section 14. <u>Participation in Meetings by Conference Telephone</u>. Members of the Board may participate in any meeting through the use of video or telephone conference equipment so long as all Board members participating in such meeting can hear one another, and their votes shall be counted in accordance with the Brown Act.

Section 15. <u>Adjournment</u>. A majority of the directors present, whether or not a quorum is present, may adjourn any directors' meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place is fixed at the meeting adjourned, except that if the meeting is adjourned for more than 24 hours, notice of any adjournment to another time or place shall be given prior to the time of the reconvened meeting to the directors who were not present at the time of adjournment.

Section 16. <u>Action Without Meeting</u>. Any action required or permitted to be taken by the Board may be taken without a meeting if all members of the Board shall individually or collectively consent in writing to such action. Such consent or consents shall have the same effect as a unanimous vote of the Board and shall be filed with the minutes of the proceedings of the Board.

Section 17. <u>Rights of Inspection</u>. Every director shall have the absolute right at any reasonable time to inspect and copy any and all books, records, and documents of every kind of the corporation, and to inspect the physical properties of the corporation.

Section 18. <u>Committees</u>. The Board may designate and appoint committees, such as CEO Support and Evaluation, Academic Excellence, Development, Diversity, Personnel, Governance, Language, Facility, and Finance, and delegate to such committees any of the authority of the Board except with respect to:

(a) Take any final action on any matter, that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members of the Board or approval of a majority of all members of the Board;

(b) The filling of vacancies on the Board or in any committee;

(c) The fixing of compensation of the directors for serving on the Board or on any committee;

(d) The amendment or repeal of bylaws or the adoption of new bylaws;

(e) The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;

(f) The appointment of committees of the Board or the members thereof;

(g) The approval of any self-dealing transaction, as defined in Section 5233(a) of the California Nonprofit Public Benefit Corporation Law, except as provided in Section 5233(d)(3) of such law; or

(h) The expenditure of corporate funds to support a nominee for director after there are more people nominated for director than can be elected.

Any such committee must be established and the members thereof appointed, by resolution adopted by a majority of the number of directors then in office. The Board may appoint, in the same manner, alternate members of any committee who may replace any absent member at any meeting of the committee. The Board shall have the power to prescribe the manner in which proceedings of any such committee shall be conducted. Unless the Board or such committee shall otherwise provide, the regular and special meetings and other actions of any such committee shall be governed by the provisions of this Article applicable to meeting and actions of the Board Minutes shall be kept of each meeting of each committee.

Section 19. <u>Compensation</u>. Directors and members of committees may receive such compensation, if any, for their services, and such reimbursement for expenses, as may be fixed or determined by the Board.

ARTICLE IV. OFFICERS

Section 1. <u>Required Officers</u>. The officers of the corporation shall be a Chairperson, a Secretary, and a Treasurer, each of whom shall be chosen by and hold office at the pleasure of the Board. Any number of offices required or permitted by this Article may be held by the same person, except that neither the Secretary nor the Treasurer may serve concurrently as the Chairperson of the Board.

Section 2. <u>Permitted Officers</u>. The Board may choose one or more Vice Chairpersons, one or more Assistant Secretaries, one or more Assistant Treasurers, and such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board at its pleasure may from time to time determine.

Section 3. <u>Election of Officers</u>. The officers shall be elected annually by the Board at a regular or special meeting of the Board, and may succeed themselves in office. Each person elected as an officer shall continue in office until the next annual election of officers or until his successor shall have been duly elected and qualified or until his earlier death, resignation or removal in accordance with these Bylaws. Vacancies of officers caused by death, resignation, removal or increase in the number of officers may be filled by the Board at a regular or special meeting.

Section 4. <u>Removal of Officers</u>. Any officer may be removed at any time with or without cause and with or without notice by the affirmative vote of the Board.

Section 5. <u>Chairperson</u>. Subject to the control of the Board, the Chairperson shall be the chief executive officer of the corporation and shall have general supervision, direction and control over the affairs and property of the corporation and over its several officers, and shall have such other powers and perform such other duties as may be delegated by the Board from time to time.

Section 6. <u>Secretary</u>. The Secretary shall be the custodian of the seal of the corporation and of the books and records and files thereof, and shall affix the seal of the corporation to all papers and instruments requiring the same. The Secretary shall keep or cause to be kept, at the principal office or such other place as the Board may order, a minute book of all meetings of the Board and its committees. The Secretary shall also keep, or cause to be kept, at the principal office in the State of California the original or a copy of the Articles of Incorporation and Bylaws of the corporation, as amended to date. The Secretary shall give, or cause to be given, notice of all meetings of the Board and any committee thereof required by these Bylaws or by law to be given, and shall have such other powers and perform such other duties as may be delegated by the Board. Any Assistant Secretary appointed by the Board to hold office at the pleasure of the Board, may have the same powers as the Secretary.

Section 7. <u>Treasurer</u>. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the corporation, including, without limitation, accounts of its assets, liabilities, receipts and disbursements, and shall send or cause to be sent to the directors of the corporation such financial statements and reports as are by law or these Bylaws required to be sent to them. The Treasurer shall deposit, or cause to be deposited, all monies and other valuables in the name and to the credit of the corporation and such depositories as may be designated by the Board. The Treasurer shall disburse the funds of the corporation as may be ordered by the Board, shall render to the Chairperson or the directors, whenever requested, an account of all transactions and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be delegated by the Board.

Section 8. <u>Term of Office</u>. The term of office for the officers of the Corporation shall be two (2) year(s).

ARTICLE V. INDEMNIFICATION

The corporation shall have the power to indemnify directors, officers, employees and agents to the extent permitted by Section 5238 of the California Nonprofit Public Benefit Corporation Law and Chapter 42 of the United States Internal Revenue Code of 1986 (if applicable), as amended or superseded.

ARTICLE VI. SUPPORTING ORGANIZATION

The corporation is organized to operate and support International Studies Language Academy, a California charter school (and related schools, other educational institutions, programs and services).

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

ARTICLE VII. REPORTS

The corporation shall furnish to all of the directors annually a report containing the following information in reasonable detail:

1 The assets and liabilities, including the trust funds, of the corporation as of the end of the preceding fiscal year.

2 The principal changes in assets and liabilities, including trust funds, during the preceding fiscal year.

3 The revenue or receipts of the corporation, both unrestricted and restricted to particular purposes, for the preceding fiscal year.

4 The expenses or disbursements of the corporation, for both general and restricted purposes, during the preceding fiscal year.

5 Any information, required by Section 6322 of the California Nonprofit Public Benefit Corporation Law, with respect to the preceding fiscal year.

The report required by this Article shall be accompanied by any report thereon of independent accountants, or if there is no such report, by the certificate of an authorized officer of the corporation that such reports were prepared without audit from the books and records of the corporation.

ARTICLE VIII. OTHER PROVISIONS

Section 1. Inspection of Articles and Bylaws. The corporation shall keep in its principal office in the State of California the original copy of its Articles of Incorporation and of these Bylaws, as amended to date, which shall be open to inspection by the directors and such other persons as required by law, at all reasonable times during office hours.

Section 2. Endorsement of Documents; Contracts. Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance, or other instrument in writing and any assignment or endorsement thereof executed or entered into between the corporation and any other person, when signed by the Chairperson of the Board, or any Vice Chairperson and the Secretary, any Assistant Secretary, the Treasurer, or any Assistant Treasurer of the corporation, shall be valid and binding on the corporation in the absence of actual knowledge on the part of the other person that the signing officers had no authority to execute the same. Any such instruments may be signed by any other person or persons and in such manner as from time to time shall be determined by the Board, but, unless so authorized by the Board, no such person or persons shall have any power or authority to bind the corporation by any contract or engagement to pledge its credit or to render it liable for any purpose or amount.

Section 3. <u>Representation of Shares of Other Corporations</u>. The Chairperson or any other officer or officers authorized by the Board or the Chairperson are each authorized to vote, represent, and exercise on behalf of the corporation all rights incident to any and all

shares of any other corporation or corporations standing in the name of the corporation. The authority herein granted may be exercised either by any such officer in person or by any person authorized so to do by proxy or power of attorney duly executed by said officer.

Section 4. <u>Construction and Definitions</u>. Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in Part 1 of the California Nonprofit Corporation Law and in the California Nonprofit Public Benefit Corporation law shall govern the construction of these Bylaws.

Section 5. <u>Amendments</u>. These Bylaws may be amended or repealed by the affirmative vote of a majority of the number of directors then in office.

CERTIFICATE OF ADOPTION

I, the undersigned, do hereby certify:

a. That I am the duly elected and acting Secretary of International Studies Language Academy, a California nonprofit public benefit corporation; and

b. That the foregoing bylaws, comprising 9 pages, constitute the Bylaws of such corporation as duly adopted by action of the Incorporator of the corporation duly taken on November 1, 2015.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of such corporation this 14 day of June, 2016.

Secretary

saftib-csd-sep16item04 Attachment 5 Page 54 of 77



International Studies Language Academy

INTERNATIONAL STUDIES LANGUAGE ACADEMY DEPARTMENT OF JUSTICE AND SUBSEQUENT ARREST NOTIFICATION

ASSURANCES

International Studies Language Academy (ISLA) will follow any and all federal, state, and local laws and regulations that apply to California Charter Schools, including but not limited to complying with and remaining compliant with the requirements of California *Education Code* (*EC*) Section 44830.1, pertaining to criminal history record summaries, fingerprints, and subsequent arrest notices (SAN). Accordingly, ISLA will request a subsequent arrest service notification from the Department of Justice (DOJ).

To that end, ISLA assures the following:

- International Studies Language Academy (ISLA), is a local educational agency and the employer of record, and has a DOJ/SAN account;
- (2) that all school employees have the appropriate DOJ clearance;
- (3) that the custodian of records will receive the SANs;
- (4) that ISLA has a procedure for monitoring the SANs of the designated custodian of records, and;
- (5) employee records are kept secure at the School and available upon request for review;
- (6) the Custodian of Records were approved at the March 31, 2016 Board meeting;
- (7) ISLA Board approved the submission of the Application for Authorization to Receive Criminal Offender Record Information (CORI) pursuant to California Penal Code (PC) § 11105 on May 22, 2016; and
- (8) Once an Administrator is identified and hired, the administrator will sign this assurance, as well.

Signed this Fourteenth day of June, 2016, by the Custodian of Record:

Daniel Denny, Secretary Custodian of Record on behalf of ISLA

6/14/2016

saftib-csd-sep16item04 Attachment 5 Page 55 of 77



International Studies Language Academy

INTERNATIONAL STUDIES LANGUAGE ACADEMY LIABILITY AND ASSURANCE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE STATE BOARD OF EDUCATION (SBE) AND THE CALIFORNIA DEPARTMENT OF EDUCATION (CDE)

International Studies Language Academy (ISLA) will hold harmless, defend, and indemnify the State Board of Education (SBE) and the California Department of Education (CDE), their officers and employees, from every liability, claim, or demand that may be made by reason of:

(1) any injury to volunteer; and

(2) any injury to person or property sustained by any person, firm, or corporation caused by any act, neglect, default, or omission of the School, its officers, employees, or agents.

In cases of such liabilities, claims, or demands, the School at its own expense and risk will defend all legal proceedings that may be brought against it and/or the SBE or the CDE, their officers and employees, and satisfy any resulting judgments up to the required amounts that may be rendered against any of the parties.

Signed this Fourteenth day of June, 2016:

Daniel Denny, Secretary Custodian of Record on behalf of ISLA

6/14/2016 Date

saftib-csd-sep16item04 Attachment 5 Page 56 of 77



International Studies Language Academy

INTERNATIONAL STUDIES LANGUAGE ACADEMY SPECIAL EDUCATION LOCAL PLAN AREA MEMBERSHIP

Pursuant to Enclosure 3 of the State Board of Education Standard Conditions on Opening and Operating, International Studies Language Academy (ISLA) assures the following:

- ILSA has applied to and been accepted by the Los Angeles County Office of Education Charter Special Education Local Plan Area (LACOE Charter SELPA) for membership as a local educational agency and that written verification has been provided to the State Board of Education;
- (2) Moreover, the ISLA Board has agreed to membership on May 22, 2016 to the LACOE Charter SELPA, and has approved and submitted assurances to LACOE Charter SELPA; and
- (3) Moreover, ISLA has been an active participant at the LACOE Charter SELPA Executive Directors meetings since April 2016;

Signed this Fourteenth day of June, 2016:

Daniel Denny, Secretary Custodian of Record on behalf of ISLA

6/14/2016

CHARTER SCHOOL EDUCATIONAL SERVICES AND SUPPORT AGREEMENT

INTERNATIONAL STUDIES LANGUAGE ACADEMY

AND

ACADEMICA CALIFORNIA, LLC

Pursuant to the request of the State Board of Education (SBE) for technical amendments in the Contract for Services between International Studies Language Academy (ISLA) and Academica California, ISLA and Academica California hereby agree to the following:

To meet the needs of the education program, the ISLA Board may seek the services of individuals who have the necessary background in curriculum, instruction and assessment, as necessary. At the direction of the Board, Academica California may identify services of individuals who have the necessary background in curriculum, instruction, and assessment. The ISLA Board will review identified service providers and approve agreements for services from individuals who have the necessary background in curriculum, instruction, and assessment.

Signed and agreed to this Fourteenth day of June, 2016:

Daniel Denny, Secretary ISLA

David Calvo Academica California

Charter School Services and Support Agreement - Addendum A



INTERNATIONAL STUDIES LANGUAGE ACADEMY

SPECIAL EDUCATION LOCAL PLAN AREA LOCAL EDUCATION AGENCY ASSURANCES

1. Free Appropriate Public Education 20 United States Code (USC) Section (§) 1412 (a)(1)

It shall be the policy of this local educational agency (LEA) that a free appropriate public education is available to all children residing in the LEA between the ages of three through 21 inclusive, including students with disabilities who have been suspended or expelled from school.

2. Full Educational Opportunity 20 USC § 1412 (a)(2)

It shall be the policy of this LEA that all pupils with disabilities have access to educational programs, nonacademic programs, and services available to nondisabled pupils.

3. Child Find 20 USC § 1412 (a)(3)

It shall be the policy of this LEA that all children with disabilities residing in the State, including children with disabilities who are homeless or are wards of the State and children attending private schools, regardless of the severity of their disabilities, and who are in need of special education and related services are identified, located and evaluated. A practical method is developed and implemented to determine which students with disabilities are currently receiving needed special education and related services.

4. Individualized Education Program (IEP) and Individualized Family Service Plan (IFSP) 20 USC § 1412 (a)(4)

It shall be the policy of this LEA that an Individualized Education Program (IEP) or an Individualized Family Service Plan (IFSP) is developed, reviewed and revised for each child with a disability who requires special education and related services in order to benefit from his/her individualized education program. It shall be the policy of this LEA that a review of an IEP will be conducted on at least an annual basis to review a student's progress and make appropriate revisions.

5. Least Restrictive Environment 20 USC § 1412 (a)(5)

It shall be the policy of this LEA that to the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are not disabled. Special class, separate schooling, or other removal of a student with disabilities from the general educational environment, occurs only when the nature or severity of the disability of the student is such that education in general classes with the use of supplemental aids and services cannot be achieved satisfactorily.

6. Procedural Safeguards 20 USC § 1412 (a)(6)

It shall be the policy of this LEA that children with disabilities and their parents shall be afforded all procedural safeguards throughout the provision of a free appropriate public education including the identification, evaluation, and placement process.

7. Evaluation 20 USC § 1412 (a)(7)

It shall be the policy of this LEA that a reassessment of a student with a disability shall be conducted at least once every three years or more frequently, if appropriate.

8. Confidentiality 20 USC § 1412 (a)(8)

It shall be the policy of this LEA that the confidentiality of personally identifiable data information and records maintained by the LEA relating to children with disabilities and their parents and families shall be protected pursuant to the Family Educational Rights and Privacy Act (FERPA).

9. Part C, Transition 20 USC § 1412 (a)(9)

It shall be the policy of this LEA that a transition process for a child who is participating in Early Intervention Programs (IDEA, Part C) with an IFSP is begun prior to a toddler's third birthday. The transition process shall be smooth, timely and effective for the child and family.

10. Private Schools 20 USC § 1412 (a)(10)

It shall be the policy of this LEA to assure that children with disabilities voluntarily enrolled by their parents in private schools shall receive appropriate special education and related services pursuant to LEA coordinated procedures. The proportionate amount of federal funds will be allocated for the purpose of providing special education services to children with disabilities voluntarily enrolled in private school by their parents.

11. Local Compliance Assurances 20 USC § 1412 (a)(11)

It shall be the policy of this LEA that the local plan shall be adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs; and that the agency(ies) herein represented will meet all applicable requirements of state and federal laws and regulations, including compliance with the Individuals with Disabilities Education Act (IDEA), the Federal Rehabilitation Act of 1973, Section 504 of Public Law and the provisions of the California *Education Code*, Part 30.

12. Interagency 20 USC § 1412 (a)(12)

It shall be the policy of this LEA that interagency agreements or other mechanisms for interagency coordination are in effect to ensure services required for FAPE are provided, including the continuation of services during an interagency dispute resolution process.

13. Governance 20 USC § 1412 (a)(13)

It shall be the policy of this LEA to support and comply with the provisions of the governance bodies and any necessary administrative support to implement the Local Plan. A final determination that an LEA is not eligible for assistance under this part will not be made without first affording that LEA with reasonable notice and an opportunity for a hearing through the State Educational Agency.

14. Personnel Qualifications 20 USC § 1412 (a)(14)

It shall be the policy of this LEA to ensure that personnel providing special education related services meet the highly qualified requirements as defined under federal law, including that those personnel have the content knowledge and skills to serve children with disabilities.

This policy shall not be construed to create a right of action on behalf of an individual student for the failure of a particular LEA staff person to be highly qualified or to prevent a parent from filing a State complaint with the California Department of Education (CDE) about staff qualifications.

15. Performance Goals and Indicators 20 USC § 1412 (a)(15)

It shall be the policy of this LEA to comply with the requirements of the performance goals and indicators developed by the CDE and provide data as required by the CDE.

16. Participation in Assessments 20 USC § 1412 (a)(16)

It shall be the policy of this LEA that all students with disabilities shall participate in state and district-wide assessment programs. The IEP team determines how a student will access assessments with or without accommodations, or access alternate assessments, consistent with state standards governing such determinations.

17. Supplementation of State/Federal Funds 20 USC § 1412 (a)(17)

It shall be the policy of this LEA to provide assurances that funds received from Part B of the IDEA will be expended in accordance with the applicable provisions of the IDEA; will be used to supplement and not to supplant state, local and other Federal funds those funds.

18. Maintenance of Effort 20 USC § 1412 (a)(18)

It shall be the policy of this LEA that federal funds will not be used to reduce the level of local funds and/or combined level of local and state funds expended for the education of children with disabilities except as provided in Federal law and regulations.

19. Public Participation 20 USC § 1412 (a)(19)

It shall be the policy of this LEA that public hearings, adequate notice of the hearings, and an opportunity for comment available to the general public, including individuals with disabilities and parents of children with disabilities are held prior to the adoption of any policies and/or regulations needed to comply with Part B of the IDEA.

20. Rule of Construction 20 USC § 1412 (a)(20)

(Federal requirement for State Education Agency only)

21. State Advisory Panel 20 USC § 1412 (a)(21)

(Federal requirement for State Education Agency only)

22. SUSPENSION/EXPULSION 20 USC § 1412 (a)(22)

The LEA assures that data on suspension and expulsion rates will be provided in a manner prescribed by the CDE. When indicated by data analysis, the LEA further assures that policies, procedures and practices related to the development and implementation of the IEPs will be revised.

23. Access to Instructional Materials 20 USC § 1412 (a)(23)

It shall be the policy of this LEA to provide instructional materials to blind students or other students with print disabilities in a timely manner according to the state adopted National Instructional Materials Accessibility Standard.

24. Overidentification and Disproportionality 20 USC § 1412 (a)(24)

It shall be the policy of this LEA to prevent the inappropriate disproportionate representation by race and ethnicity of students with disabilities.

25. Prohibition on Mandatory Medicine 20 USC § 1412 (a)(25)

It shall be the policy of this LEA to prohibit school personnel from requiring a student to obtain a prescription for a substance covered by the Controlled Substances Act as a condition of attending school or receiving a special education assessment and/or services.

26. Distribution Of Funds 20 USC § 1411(e),(f)(1-3)

(Federal requirement for State Education Agency only)

27. Data 20 USC § 1418 (a-d)

It shall be the policy of this LEA to provide data or information to the CDE that may be required by regulations.

28. Reading Literacy (State Board requirement, 2/99)

It shall be the policy of this LEA that in order to improve the educational results for students with disabilities, Special Education Local Plan Area's (SELPA) Local Plans shall include specific information to ensure that all students who require special education will participate in the California Reading Initiative.

29. Charter Schools EC 56207.5 (a-c)

It shall be the policy of this LEA that a request by a charter school to participate as a local educational agency in a special education local plan area may not be treated differently from a similar request made by a school district.

In accordance with Federal and State laws and regulations,

International Studies Language Academy certifies that this plan has been adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs; and that the agency herein represented will meet all applicable requirements of state and federal laws, regulations and state policies and procedures, including compliance with the Individuals with Disabilities Education Act, 20 United States Code (USC) 1400 et.seq, and implementing regulations under 34 Code of Federal Regulations (CFR), Parts 300 and 303, 29 USC 794, 705 (20), 794-794b, the Federal Rehabilitation Act of 1973, as amended, and the provisions of the California Education Code, Part 30 and Chapter 3, Division 1 of Title V of the California Code of Regulations.

Be it further resolved, the local educational agency (LEA) superintendent shall administer the local implementation of procedures, in accordance with state and federal laws, rules, and regulations, which will ensure full compliance.

Furthermore, the LEA superintendent ensures that policies and procedures covered by this assurance statement are on file at the LEA and the SELPA office.

Adopted this 315	day of March, 20 16.
Yeas: 4	Nays:
Signed: Daniel Daniel	5
Title: Secretary, 15	A BOAND

saftib-csd-sep16item04 Attachment 5 Page 65 of 77

Mr, Gillian Bonacci, ISLA Board Chair Date: April 28, 2016 Page 2

.

cc: Hector Murrieta, Chief Educational Programs Officer Ricardo Mireles, LAC Charter Executive Board Chair Arjun Kushwaha, Coordinator, LAC Charter SELPA



Los Angeles County Office of Education

Serving Students . Supporting Communities . Leading Educators

April 28, 2016

Arturo Delgado, Ed.D. Superintendent

Los Angeles County Board of Education

Thomas A. Saenz President

Douglas R. Boyd Vice President

Katle Braude

Gabriella Holt

Alex Johnson

Monte E. Perez

Rebecca J. Turrentine

Mr. Gillian Bonacci, ISLA Board Chair 10401 Margate Street

North Hollywood, CA 91601

Re: Written Notice of Action by the Executive Directors Council

Dear Mr. Bonacci:

This letter is to serve as official notice of the following action of the Executive Directors Council. On April 21, 2016, the governing entity of the LAC Charter SELPA, the Executive Directors Council, voted to approve the following recommendation:

Recommendation for Conditional Approval of International Studies Language Academy (ISLA) into the LAC Charter SELPA

The SELPA Director, based on a review and evaluation of the International Studies Language Academy (ISLA) SELPA Application and as reported to and discussed by the Executive Directors Council, recommends International Studies Language Academy be granted membership into the LAC Charter SELPA for the 2016-2017 School Year, conditional upon the Authorization of their Charter Petition by the State Board of Education.

As articulated in this recommendation, the approval is conditional upon official authorization of your Charter petition by the State Board of Education. Should your Charter Petition be authorized, please submit written verification from the authorizing entity of the approved authorization.

Upon receipt of this verification, we will respond again in writing to further clarify your membership requirements and status.

Sincerely

Jim Anderson, M.S. SELPA Director LAC Charter SELPA

JA:nq

	r	K-8 Course Progression
Kindergarten	Target Language 90%	English 10%
Immersion	Math Science History/Social Science Target Language Arts Physical Education	English Language Arts
First Grade	Target Language 90%	English 10%
Immersion	Math Science History/Social Science Target Language Arts Physical Education	English Language Arts
Second Grade	Target Language 80%	English 20%
Immersion	Math Science History/Social Science Target Language Arts	English Language Arts Physical Education
Third Grade	Target Language 70%	English 30%
Immersion	Science Math (in both TL and English) History/Social Science Target Language Arts	English Language Arts Math (in both TL and English) Physical Education
Fourth Grade	Target Language 60%	English 40%
Immersion	Science Math (in both TL and English) Target Language Arts	English Language Arts Math (in both TL and English) History/Social Science Physical Education
Fifth Grade	Target Language 50%	English 50%
Immersion	Target Language Arts History/Social Science Math (in both TL and English)	English Language Arts Science Physical Education Math (in both TL and English)
Sixth Grade	Target Language 25%	English 75%
Immersion	Language and Literature 1 World History Prehistory - 500	English 1 / Honors English 1 Advanced Math (Math 1) / Pre Algebra (Math 2) Integrated Science 1 Physical Education VAPA (two semesters) Design (two semesters)
Acquisition	Language B (Acquisition 1) Language C (Conversational 1)	English 1 / Honors English 1 Advanced Math (Math 1) / Pre Algebra (Math 2) World History Prehistory - 500 Integrated Science 1 Physical Education VAPA (one semester) Design (one semester)
Tertiary Acquisition	Language B (Aquisition 1) Language C (Conversational 1) World History Prehistory - 500 (in former target language)	English 1 H / English 1 H Advanced Math (Math 1) / Pre Algebra (Math 2) Integrated Science 1 Physical Education VAPA (one semester) Design (one semester)
Seventh Grade	Target Language 25%	English 75%
Immersion	Language and Literature 2 World History 500 - 1700	English 2 / English 2 H Pre Algebra (Math 2) / Algebra 1 Integrated Science 2 Physical Education VAPA (two semesters) Design (two semesters)
Acquisition	Language B (Acquisition 2) Language C (Conversational 2)	English 2 / English 2 H Pre Algebra (Math 2) / Algebra 1 World History 500 - 1700 Integrated Science 2 Physical Education VAPA (one semester) Design (one semester)
Tertiary Acquisition	Language B (Acquisition 2) Language C (Conversational 2) World History 500 - 1700 (in former target language)	English 2 / English 2 H Pre Algebra (Math 2) / Algebra 1 Integrated Science 2 Physical Education VAPA (one semester) Design (one semester)
Eighth Grade	Target Language 25%	English 75%
Immersion	Language and Literature 3 History 1700 - Present / American	English 3 / English 3 H Algebra 1 / Geometry Integrated Science 3 Physical Education VAPA (two semesters) Design (two semesters)
Acquisition	Language B (Acquisition 3) Language C (Conversational 3)	English 3 / English 3 H Algebra 1 / Geometry History 1700 - Present / American Integrated Science 3 Physical Education VAPA (one semester) Design (one semester)
Tertiary Acquisition	Language B (Acquisition 3) Language C (Conversational 3) History 1700 - Present / American (in former target language)	Jesagi (Joine Seineset) English 3 / Faglish 3 H Algebra 1 / Geometry Integrated Science 3 Physical Education VAPA (one semester) Design (one semester)

1

saftib-csd-sep16item04 Attachment 5 Page 68 of 77

		Eleme	entary Studer	nt Distribution	n TK-5	
		French	German	Italian	Spanish	
		Immersion	Immersion	Immersion	Immersion	Totals
_	TK/K	24	24	24	24	96
YEAR 1	1	24	24	24	24	96
ΥE	2	12	0	0	12	24
-	3	12	0	0	12	24
	4	12	0	0	12	24
	5	12	0	0	12	24
_		Eleme	entary Studer	nt Distributio	n TK-5	
			_			
		French	German	Italian	Spanish	Totals
~		Immersion	Immersion	Immersion	Immersion	
YEAR 2	TK/K	24	24	24	24	96
ΥE	1	24	24	24	24	96
	2	24	24	24	24	96
L	3	18	0	0	18	36
L	4	18	0	0	18	36
	5	18	0	0	18	36
						-
H		Eleme	entary Studer	nt Distributio	n TK-5	
		French	German	Italian	Spanish	Totals
		Immersion	Immersion	Immersion	Immersion	Totals
m	TK/K	24	24	24	24	96
YEAR 3	1	24	24	24	24	96
≍ -	2	24	24	24	24	96
H	3	24	24	24	24	96
H	4	24	24	24	24	50
	5	25	0	0	25	50
-		Eleme	entary Studer	nt Distributio	n TK-5	
		French	German	Italian	Spanish	Totals
		Immersion	Immersion	Immersion	Immersion	Totals
4	TK/K	24	24	24	24	96
/EAR4	1	24	24	24	24	96
>	2	24	24	24	24	96
F	3	24	24	24	24	96
1 1	4	24	24	24	24	96
	5	24	24	24	24	50
_	5	25	U	U	25	50
		Eleme	entary Studer	nt Distributio	n TK-5	
		French				
			German	Italian	Spanish	Totals
Γ				Immersion		
2	-	Immersion	Immersion		Immersion	
AR 5	TK/K	Immersion 24	24	24	24	
YEAR 5	1	Immersion 24 24	24 24	24 24	24 24	96 96
YEAR 5	1	Immersion 24 24 24	24 24 24	24 24 24	24 24 24	96 96
YEAR 5	1 2 3	Immersion 24 24 24 24 24	24 24 24 24	24 24 24 24	24 24 24 24	96 96 96
YEAR 5	1	Immersion 24 24 24	24 24 24	24 24 24	24 24 24	96 96

Grade	Year 1	Tear 2	Year 3	Year &	Year 1
k	-96.	96	95	96	- 56
1	96	96	96	96	96
2	24	96	96	96	96
3	24	36	96	96	96
4	24	36	50	96	96
5	24	36	50	50	96
6	60	72	n	120	120
7	10	120	120	180	180
8	0	90	120	120	180
TOTAL	438	678	796	950	1056

					Middle Schoo	ol Student Dis	tribution 6-8			
		French	French	German	German	Italian	Italian	Spanish	Spanish	Totals
R 1		Acquisition	Immersion	Acquisition	Immersion	Acquisition	Immersion	Acquisition	Immersion	Totals
YEAI	6	15	0	15	0	15	0	15	0	60
ſ.	7	0	23	0	22	0	22	0	23	90
	8	0	0	0	0	0	0	0	0	0

					Middle Schoo	ol Student Dis	tribution 6-8			
YEAR 2		French Acquisition	French Immersion	German Acquisition	German Immersion	Italian Acquisition	Italian Immersion	Spanish Acquisition	Spanish Immersion	Totals
ΥE	6	14	12	10	0	10	0	14	12	72
	7	15	15	15	15	15	15	15	15	120
	8	0	23	0	22	0	22	0	23	90

	Middle School Student Distribution 6-8									
Y EAR 3		French Acquisition	French Immersion	German Acquisition	German Immersion	Italian Acquisition	Italian Immersion	Spanish Acquisition	Spanish Immersion	Totals
¥	6	10	16	10	0	10	0	10	16	72
	7	15	25	10	10	10	10	15	25	120
	8	15	15	15	15	15	15	15	15	120

					Middle Schoo	ol Student Dis	tribution 6-8			
YEAR 4		French Acquisition	French Immersion	German Acquisition	German Immersion	Italian Acquisition	Italian Immersion	Spanish Acquisition	Spanish Immersion	Totals
ΥE	6	20	25	15	0	15	0	20	25	120
	7	20	35	10	25	10	25	20	35	180
	8	15	25	10	10	10	10	15	25	120

					Middle Schoo	ol Student Di	stribution 6-8			
AR 5		French Acquisition	French Immersion	German Acquisition	German Immersion	Italian Acquisition	Italian Immersion	Spanish Acquisition	Spanish Immersion	Totals
YE	6	20	25	15	0	15	0	20	25	120
	7	20	35	15	20	15	20	20	35	180
	8	20	35	10	25	10	25	20	35	180

ISLA Sample Instructional Material

As indicated in the petition (page 75-77), ISLA will incorporate instructional materials already identified and in use at Benjamin Franklin Elementary School. Although certain texts and published curricular materials are essential as guiding resources in core courses, ISLA's educators will be given the support and freedom to bring additional resources into the classroom in order to provide curriculum that is appropriate in meeting diverse student needs. Due to specific content differences or content not being available in target languages, such as the history of the California missions or in math the use of a period for thousands, some texts used in target language education will be provided in English and/or tests will be translated.

The principal will lead a regular faculty review of instructional materials to determine which resources best meet the needs of the students in the implementation of the educational program. Such review may identify alternative instructional materials, such as those published by Santillana USA which are Common Core aligned and were developed for use in Spanish dual language programs. Additional curricula may be identified by each of the core departments after a lengthy study and analysis. All materials that will be considered primary resources must be able to be aligned to the applicable standards. Materials must also be compatible with the school's emphasis on: active learning strategies in a two-way dual immersion program and block schedule; problem-based learning; cognitive science research that proves the curriculum and its recommended pedagogical methods develop conceptual and in-depth understanding; and multiple assessments, including projects.

French – Kindergarten

Core Books

Découvrir le monde avec les mathématiques GS [Discovering The World With Mathematics For Kindergarten, Teacher Manual], D.Valentin, Hatier, 2005.

Mon cahier Maternelle, Grande Section, Tout le programme 5-6 ans [My Kindergarten Practice Book, Kinder, The Entire Program 5-6 years old], Kerstin Hache- Thibon, Fernand Nathan, 2013.

Supplemental Books

Phono Grande Section maternelle et début du CP: Développer les compétences phonologiques, Sylvie Cèbe, Jean-Louis Paour, Hatier, 2004.

Imagier maternelle et CP: 240 cartes à découper, Roland Goigoux, Sylvie Cèbe, Jean-Louis Paour, Hatier, 2004.

Mes premières lettres minuscules sur une ardoise, Virginie Chiodo, Bordas, 2011.

Mes premières lettres majuscules bâton sur une ardoise, dès 4 ans, Virginie Chiodo, Bordas, 2011.

German – Second Grade

Core Books

Frohes Lernen Lesebuch zur Fibel [Happy learning storybook for the reader]. Klett. Frohes Lernen Fibel [Happy learning reader]. Klett. Kunterbunt Lesebuch [A colorful (motley) storybook] Klett. Kunterbunt Sprachbuch [A colorful (motley) language reader]. Klett. Das ABC-Haus [The ABC House]. Klett. Lies mal 4+5+6 [Read!]. Jandorf

Supplemental Books

Das neue Deutschmobil 1 Lehrbuch 1. Lehrwerk für Kinder Mit Audio CD. Klett.

Das neue Deutschbuch für Kinder Arbeitsbuch 1. Klett.

Das neue Deutschmobil Testheft 1. Klett.

Das neue Deutschmobil Wörterheft 1. Klett.

Lehrerhandbuch zu Deutschmobil 1. Klett.

Translated version of 'How Bread is Made.' The Sunshine reading series ('Wie Brot hergestellt wird').

Translated version of 'Anansi and the Talking Melon.' Holiday House Publishers ('Anansi und der sprechende Kuerbis').

Translated version of 'Anansi and the Magic Stick.' Holiday House Publishers ('Anansi und der magische Stecken').

Translated version of 'Anansi and the Moss-Covered Rock.' Holiday House Publishers ('Anansi und der moosbedeckte Stein').

Translated version of 'Anansi goes fishing.' Holiday House Publishers ('Anansi geht fischen').

Translated version of 'Anansi Party Time.' Holiday House Publishers ('Anansi Party-Zeit').

Spanish – Third Grade

Core Books

California Tesoros de lectura: Book 1 and Book 2, Macmillan/McGraw-Hill, 2010.

Vistas de California: Comunidades de California, Macmillan/McGraw-Hill, 2007.

Matematicas diarias, The University of Chicago Mathematics Project, The Wright Group/McGraw-Hill, 2008.

Libro de consulta del estudiante: (Workbook) Volume 1 & 2. The University of Chicago Mathematics Project, The Wright Group/McGraw-Hill, 2008.

California Ciencias, Macmillan/McGraw-Hill, 2008.

Italian – Fourth Grade

Core Books

Nel Giardino delle Storie 4 [The Garden of the Stories 4: Reading, Writing and Expressive Language Skills]. M. C. Peccianti. Giunti Scuola: 2009.

Il Libro delle Abilità 4: Scrittura, Ascolto e Parlato [The Book of Writing, Listening and Speaking Skills 4]. M. C. Peccianti. Giunti Scuola: 2009 (exercise book for 'Nel Giardino delle Storie 4')

Gramma 4: Ortografia, Morfologia, Sintassi [Grammar 4: Orthography, Morphology, Syntax]. Costa Doniselli, Taino La Spiga

Nel Giardino dei Saperi 4 [The Garden of Knowledge 4]. A. Valentini et al. Giunti Scuola: 2009.

Nel Giardino dei Saperi. Libro degli Esercizi 4 [The Garden of Knowledge. Exercise Book 4]. Giunti Scuola: 2009.

Nel Giardino Riflessione sulla Lingua 4-5 [The Garden. Reflections on the Italian Language 4-5]. M.C. Peccianti. Giunti Scuola.

Nel Giardino 4/5: Laboratori Espressivi [The Garden 4-5. Writing Laboratory]. T. Porcella. Giunti Scuola: 2009.

Il Mio Primo Dizionario. Nuovo MIOT [My First Dictionary: New Edition]. Giunti Junior: 2010.

Supplemental Books

Castelli in Aria: Lingua e Linguaggi 4. M. Puggioni. D. Branda. C. Binelli. Gunti del Borgo: 2009 (alternative core book series).

Castelli in Aria: Laboratorio di Scrittura 4-5. M. Puggioni. D. Branda. C. Binelli. Gunti del Borgo: 2011.

Castelli in Aria: Riflessione Linguistica 4-5. M. Puggioni. D. Branda. C. Binelli. Gunti del Borgo: 2009. Il Nuovo Tutto Esercizi Italiano 4. Giunti Scuola: 2005.

Io, Tu e Pilù 2-3: Il libro delle Stagioni e delle Feste. Arte Musica Movimento Creatività. L. Valdiserra, Giunti Scuola: 2008.

Mate 4. E. Costa, L. Doniselli, A. Taino. La Spiga: 2009.

Mate Amica 4: Libroquaderno. La Spiga: 2009.

Pianeta Scrittura 4. F. Carrera. Modern School (La Spiga): 2003 (più come assessment per gli insegnanti). Noi Cittadini del Mondo: Cittadinanza e Costituzione 4/5. L. Valdiserra. Giunti Scuola: 2009.

Guida Giunti Scuola. Italiano 4 [Giunti School Instructor's Guide for Italian Language Arts 4]. E. Bernacchi. Giunti Scuola: 2009 (guida per l'insegnante).

Sample 6-8 Instructional Material

As indicated in the petition (page 77), the middle school instructional materials to be utilized at ISLA will incorporate those already identified and in use at International Studies Charter School for grades 6-8 with additional materials for German from other sources such as the . Some of the texts that International Studies Charter School uses are Florida versions. However, each of those publishers also create California aligned versions of those texts. Moreover, many of these texts have also been adopted by the California Board of Education. Please see below for additional information on the International Studies Charter School curricula (with California versions, as may be applicable) that will be utilized at International Studies Language Academy. As this is a sample, not all grades and languages are listed below.

English Language Arts 7-8

SpringBoard, English Language Arts (Note: This program was adopted by the California State Board of Education on November 4, 2015 for grades 7-8.)

English Language Development 7-8

SpringBoard, English Language Arts & English Language Development (Note: This program was adopted by the California State Board of Education on November 4, 2015 for grades 7-8.)

Target Languages Italian - Acquisition 6-8 Oggi in Italia, A First Course in Italian Imparare leggendo (leveled literature) Paravia, Antologia Amica

Italian - Immersion 6-8

Analisi Logica Insieme Analisi del Periodo Grammatica - Passaporto per I superiori Allegramento Italiano 1

French - Acquisition 6-8

Methode de français pour adolescents, Pourquoi Pas!, Livre de l'élève + CD 1-3

German - Immersion 6-8

Prima: Deutsch für Jugendliche. Cornelsen. F.Jin, M. Michalak, L. Rohrman, U. Voß. Prima: Deutsch für junge Erwachsene. Cornelsen. F.Jin, M. Michalak, L. Rohrman, U. Voß. Deutsch Prüfungstraining: DSD Stufe 1: Deutsches Sprachdiplom der Kultusministerkonferenz. Cornelsen. J. Weigmann.

German Supplemental Books/Resources

Auf Seereise mit Christoph Kolumbus. Andreas Müller Die Abenteuer des Odysseus. Dimiter Inkiov Caius ist ein Dummkopf. Henry Winterfeld Cäsars Streberladen. Carolin Philipps Geolino (Zeitschrift) Die Deutsche Gedichtebibliothek: http://gedichte.xbib.de/

Spanish - Acquisition 6-8

Vista Higher Learning, Descubre 1-3

Spanish - Immersion 6-8

Santillana USA, Dual Language Series 6 Santillana USA, En Español 7-8

Mathematics 6-8

McGraw-Hill, California Math, Courses 1–3 (Note: This program was adopted by the California State Board of Education on January 15, 2014 for grades 6-8.)

Pearson, CA Common Core Algebra I (Note: This program was adopted by the California State Board of Education on January 15, 2014.)

Pearson, CA Common Core Geometry (Note: The California State Board of Education does not conduct geometry adoptions.)

Science 6-8

Pearson Prentice Hall Integrated Science. (Note: Prentice Hall's California Science Explorer: Focus on Earth, Life, and Physical Science was adopted by the California State Board of Education on November 9, 2006 for grades 6-8. That was the last time a science adoption was made. On November 6, 2013, the California State Board of Education approved the Science Expert Panel's (SEP) recommended Integrated Learning Progression model as the preferred model for middle grades six through eight. Thus, science instruction has shifted from the previous standalone discipline approach (earth, life, and physical) to the integrated approach. Although the California State Board of Education has not yet adopted instructional materials aligned with the Next Generation Science Standards, Pearson Prentice Hall has previously successfully navigated the instructional materials adoption process.)

Social Studies 6-8

McGraw Hill, Glencoe Discovering our Past (Note: This program was adopted by the California State Board of Education on November 9, 2005 for grades 6-8. That was the last time a social studies adoption was made.)

	Flom	entary Tead	hor Distrib	ution	
	French	German		Spanish	
		Immersio			
	n	n	n	n	
TK/K	1	1	1	1	r
1	1	1	1	1	
2					
3	1	0	0	1	
4		0	0		
5	1			1	
	4	2	2	4	12
					Total
					Elementary
					Teachers
	12	teachers			

*24 students per teacher 288 children in K-5 program TK/K Teachers can assist with grades 1-7 pushin/pullout, as needed, after TK/K dismisses

Course Directory

	# of C	ohorts	Course	
	6th grade	7th grade	Sections	Cohort(s) Enrolled
English 1/H	2		2	FA1/GA1/IA1/SA1
English 2/H		3	3	FI2/GI2/II2/SI2
French Acquisition 1	1		1	FA1
French Conversational 1	1		1	FA1
French Language and Literature 2		1	1	FI2
(French) World History 500-1700		1	1	FI2
German Acquisition 1	1		1	GA1
German Conversational 1	1		1	GA1
German Language and Literature 2	2	1	1	GI2
(German) World History 500-1700		1	1	GI2
Italian Acquisition 1	1		1	IA1
Italian Conversational 1	1		1	IA1
Italian Language and Literature 2		1	1	112
(Italian) World History 500-1700		1	1	112
Spanish Acquisition 1	1		1	SA1
Spanish Conversational 1	1		1	SA1
Spanish Language and Literature 2	2	1	1	SI2
(Spanish) World History 500-1700		1	1	SI2
(English) World History Pre - 500	2			FA1/GA1/IA1/SA1
Reading Intervention	0.33	0.67	-	All 8
English Language Development	0.33	0.67	_	All 8
Math Intervention	0.33	0.67	_	All 8
Math 1	1			FA1/GA1/IA1/SA1
Math 2 / Pre Algebra		2	2	All 8
Algebra		2		FI2/GI2/II2/SI2
Integrated Science 1	2			FA1/GA1/IA1/SA1
Integrated Science 2		3		FI2/GI2/II2/SI2
Physical Education	1.5	2.5		All 8
VAPA	1.5	2.5	4	All 8

44 Total Sections

Assumptions

In year one, sixth grade will only offer acquisition in each of the four target languages. In year one, seventh grade will only offer immersion in each of the four target languages. The Course Directory is based on the Curricular Progression Chart on page 77. The projected cohorts per grade are based on the Projected Enrollment Rollout on page 16 Sixth grade will only begin with an acquisition track. Seventh only with an immersion. Target language class size average for sixth grade is 15 (60/4 languages). Target language class size average for seventh grade is 22.5 (90/4 languages). Core class size average for sixth and seventh grade is 30. Physical education and VAPA class size average for combined sixth and seventh grade 37.5 Sixth and seventh grade may also be combined in mathematics. Schoolwide class size average is 27 (150 students*8 periods = 44 sections). If there are low numbers of students for a separate English H class, that teacher may have dual rosters. Advisory is intentionally not included above due to its brief contact time.

Teacher Assignments

	reacher / toolgrinterito								
	Target I	nguage te	acher sched	dules include a com	ipoi	nent from both A	ssignment A and A	ssignment B	
	Middle School Teacher 1	r	Aiddle Scho	ool Teacher 2		Middle Scho	ol Teacher 3	Middle Sch	ool Teacher 4
	Multiple Subject/BCLAD French	Mult	iple Subjec	t/BCLAD German	Γ	Multiple Subje	t/BCLAD Italian	Multiple Subject	t/BCLAD Spanish
ŧ	French Acquisitio FA1	Germ	an Acquisiti	GA1	ī	Italian Acquisitior	IA1	Spanish Acquisiti	SA1
, and	French Conversat FA1	Germ	an Conversa	GA1	I	Italian Conversati	IA1	Spanish Conversa	SA1
Assigni A	French Language FI2	Germ	an Languag	GI2	ī	Italian Language a	112	Spanish Language	SI2
As	(French) World HiFI2	(Germ	ian) World I	GI2		(Italian) World Hi	112	(Spanish) World I	SI2
					_				
Ħ	Physical Ed Combination of	Physic	al Ed	Combination of 8		Physical Ed	Combination of 8	Physical Ed	Combination of 8
ñ a	VAPA Combination of	VAPA		Combination of 8	١	VAPA	Combination of 8	VAPA	Combination of 8
Assign	TK-7 ELL Coordinator (No students	ELD		Combination of 8	1	(English) World H	FA1/GA1/IA1/SA1	(English) World H	FA1/GA1/IA1/SA1
As	Planning/Prep	Planni	ng/Prep		Ē	Planning/Prep		Planning/Prep	

*The above four FTE's may have any number of variations with part-time staffing and/or teacher credentials. Shaded boxed cells indicate "cored" student configuration.

Middle Scho	ool Teacher 5	Middle Scho	ol Teacher 6	Middle Scho	ool Teacher 7	
Math/Found	lational Math	Geo/Bio/Chem/I	Phy/Foundational	Eng	glish	7
Math 1	FA1/GA1/IA1/SA1	Integrated Science	FA1/GA1/IA1/SA1	English 1/H	FA1/GA1/IA1/SA1	Total
Math 2 / Pre Alge	Combination of 8	Integrated Science	FA1/GA1/IA1/SA1	English 1/H	FA1/GA1/IA1/SA1	Middle School
Math 2 / Pre Alge	Combination of 8	Integrated Science	FI2/GI2/II2/SI2	English 2/H	FI2/GI2/II2/SI2	Teachers
Algebra	FI2/GI2/II2/SI2	Integrated Science	FI2/GI2/II2/SI2	English 2/H	FI2/GI2/II2/SI2	
Algebra	FI2/GI2/II2/SI2	Integrated Science	FI2/GI2/II2/SI2	English 2/H	FI2/GI2/II2/SI2	150 students/7=21.4
Math Interventio	Combination of 8	TK-7 Push/Pull		Reading Interven	Combination of 8	Teacher/Student
TK-7 Push/Pull		TK-7 Push/Pull		TK-7 Push/Pull		Ratio
Planning/Prep		Planning/Prep		Planning/Prep		

	Elemen	tary Teache	er Distribut	ion TK-5									
	French	German	Italian	Spanish									
	Immersio	Immersio	Immersio	Immersio									
ТК/К	1	1	1	1		TK/K Teach	ners can ass	sist with gra	des 1-7 pus	hin/pullou	t, as needeo	d, after TK/I	K dismisses
1	1	1	1	1									
2													
3	1	0	0	1									
4			0	,									
5	1			1									
	4	2	2	4	12								
					Total								
					Elementary								
					Teachers								
		teachers											
		students p											
	288	children in	K-5 progra	m									

Course Directory Grades 6-8							Teacher Assignm	ents				Т					
	# of C	ohorts	Course					Target la	ngı	uage teacher schee	dules include a comp	oor	nent from both A	ssignment A and Ass	ignment B		
6t		7th grade	Sections	Cohort(s) Enrolled			Middle Scho	ool Teacher 1		Middle Scho	ool Teacher 2	Т	Middle Scho	ool Teacher 3	Middle Sch	ool Teacher 4	
English 1/Honors English 1	2		2	FA1/GA1/IA1/SA1			Multiple Subject	ct/BCLAD French		Multiple Subject	t/BCLAD German	Γ	Multiple Subjec	t/BCLAD Italian*	Multiple Subje	ct/BCLAD Spanish	
English 2/Honors English 2		3	3	FI2/GI2/II2/SI2			French Acquisitio	FA1		German Acquisiti	GA1	I	Italian Acquisitior	IA1	Spanish Acquisiti	io SA1	
French Acquisition 1	1		1	FA1			French Conversati FA1			German Conversa GA1		Italian Conversatie IA1			Spanish Converse	ai SA1	
French Conversational 1	1		1	FA1	Assignment A		French Language a FI2			German Language GI2		Italian Language a II2			Spanish Languag	e SI2	
French Language and Literature 2		1	1	FI2			(French) World H			(German) World H		1	(Italian) World His		(Spanish) World		
(French) World History 500-1700		1	1	FI2								- 1					
German Acquisition 1	1			GA1			Physical Ed	Combination of 8	1	Physical Ed	Combination of 8	Ť	Physical Ed	Combination of 8	Physical Ed	Combination of 8	
German Conversational 1	1			GA1			VAPA/Design	Combination of 8		VAPA/Design	Combination of 8	1	VAPA/Design	Combination of 8	VAPA/Design	Combination of 8	
German Language and Literature 2		1	1	GI2	Assignmer	nt B	TK-7 ELL Coordina		-	ELD	Combination of 8	- 7		FA1/GA1/IA1/SA1		HI FA1/GA1/IA1/SA	
(German) World History 500-1700		1		GI2			Planning/Prep			Planning/Prep	combination of c		Planning/Prep		Planning/Prep		
Italian Acquisition 1	1			IA1				's may have any num			art-time staffing and/or			haded boxed cells indi		configuration	
Italian Conversational 1	1			IA1							se target language teach						
Italian Language and Literature 2		1	1	112								Ť					
(Italian) World History 500-1700		1	1	112								+					
Spanish Acquisition 1	1		1	SA1			Middle Scho	ool Teacher 5		Middle Scho	ool Teacher 6	Ť	Middle Scho	ool Teacher 7		1	
Spanish Conversational 1 1			1	SA1			Math/Foundational Math		Geo/Bio/Chem/Phy/Foundational		English				7		
Spanish Language and Literature 2		1	1	SI2			Math 1	FA1/GA1/IA1/SA1		Integrated Science	FA1/GA1/IA1/SA1	1	English 1/H	FA1/GA1/IA1/SA1		Total	
(Spanish) World History 500-1700		1	1	SI2			Math 2/Pre Algeb	Combination of 8		Integrated Science	FA1/GA1/IA1/SA1	I	English 1/H	FA1/GA1/IA1/SA1		Middle School	
(English) World History Pre - 500	2		2	FA1/GA1/IA1/SA1			Math 2/Pre Algeb	Combination of 8		Integrated Science	FI2/GI2/II2/SI2	I	English 2/H	FI2/GI2/II2/SI2		Teachers	
Reading Intervention	0.33	0.67	1	All 8			Algebra	FI2/GI2/II2/SI2		Integrated Science	FI2/GI2/II2/SI2	I	English 2/H	FI2/GI2/II2/SI2			
English Language Development	0.33	0.67	1	All 8			Algebra	FI2/GI2/II2/SI2		Integrated Science	FI2/GI2/II2/SI2	I	English 2/H	FI2/GI2/II2/SI2	15	50 students/7=21.4	
Math Intervention	0.33	0.67	1	All 8			Math Intervention	Combination of 8		TK-7 Push/Pull		1	Reading Intervent	Combination of 8		Teacher/Student	
Math 1	1			FA1/GA1/IA1/SA1			TK-7 Push/Pull			TK-7 Push/Pull			TK-7 Push/Pull			Ratio	
Math 2/Pre Algebra		2		All 8			Planning/Prep			Planning/Prep		1	Planning/Prep				
Algebra		2		FI2/GI2/II2/SI2													
Integrated Science 1	2			FA1/GA1/IA1/SA1													
Integrated Science 2		3		FI2/GI2/II2/SI2	Legend						Based on the project	te	d number of mide	dle school students f	or year one, ISLA ha	as identified the	
Physical Education	1.5	2.5		All 8	FA1 = Fre	nch A	cquisition 6th grad	e			need for four VAPA	/De	esign courses. Sin	ce each of the four t	arget language tea	chers will also	
VAPA/Design	1.5	2.5		All 8	FI2 = Frer	nch Im	mersion 7th grade				teach a VAPA/Desig	n c	combination, tead	her strengths and st	udent interests will	l be considered in	
			44	Total Sections			Acquisition 6th gra				the determination of	of v	which courses are	to be offered and w	hich teachers will r	eceive the	
Assumptions						GI2 = German Immersion 7th grade					— the determination of which courses are to be offered and which teachers will receive the — corresponding assignment. The year one course offerings may manifest themselves as noted in						
In year one, sixth grade will only of						IA1 = Italian Acquisition 6th grade					the master schedule below. This example includes each of the four teachers with an exploratory						
In year one, seventh grade will only offer immersion in each of the four target languages.																	
The Course Directory is based on the Curricular Progression Chart on page 77.						= Italian Immersion 7th grade					wheel assignment with a VAPA spoke (one semester) and a Design spoke (one semester). The						
The projected cohorts per grade are based on the Projected Enrollment Rollout on page 16						SA1 = Spanish Acquisition 6th grade					student rosters in both the VAPA and Design course will match the roster in the paired physi education class. Consistent with California Education Code § 44258.1, the holder of a multipl						
Sixth grade will only begin with an acquisition track. Seventh only with an immersion.									_		-				,		
Target language class size average for sixth grade is 15 (60/4 languages).														ore subjects for two			
Target language class size average for seventh grade is 22.5 (90/4 languages).											group of pupils." Th	ie A	Administrator's A	ssignment Manual (C	alifornia Commissi	on on Teacher	
Core class size average for sixth and seventh grade is 30. Physical education and VAPA class size average for combined sixth and seventh grade 37.5									-		Credentialing, Eight	h F	Revision: September 2007) states that "EC §44258.1 does not state which				
Physical education and VAPA class size average for combined sixth and seventh grade 37.5 Sixth and seventh grade may also be combined in mathematics.									-		subjects may be tau	ıgh	nt in a core setting	g and whether the su	bjects are academi	c or elective,	
Sixth and seventh grade may also be combined in mathematics. Schoolwide class size average is 27 (150 students*8 periods = 44 sections).							therefore, any two or more subjects may be 'cored'. In addition, the c						tion, the classes do	not have to be			
If there are low numbers of students for a separate English H class, that teacher may have dual ros									-					, er, the students must			
Advisory is intentionally not included above due to its brief contact time.									-		assignments below are consistent with the law and administrative regulation.					· · · · · · · · · · · · · · · · · · ·	
navisory is intentionally not include	above u			cinc.					-								
											Middle School Teac	he	r 1 Multinle Subie	ct/BCLAD French			
									-		-						
											First Semester: Art;	se	cond semester: L	vesigil			
											Middle School Teac						
										1	First Semester: Cho	rus	s; Second Semest	er: Design			
											1						
											Middle School Teac	he	r 3 Multiple Subje	ct/BCLAD Italian*			
				-			-	1	<u> </u>	1	1						
											First Semester: Desi	ıgn	i; Second Semeste	er: Theater			