

SKY MOUNTAIN CHARTER SCHOOL

PRESENTED FOR SPONSORSHIP CONSIDERATION TO

Lucerne Valley Unified School District Governing Board

10790 Barstow Road
Lucerne Valley, California 92356

Prepared in compliance with the terms, conditions, and requirements of
EC 47605 and related statutes and as amended - The Charter School Act

March 21, 2007

I. Founding Group

Innovative Education Management, Inc

Innovative Education Management, Inc. (“IEM”), is a nonprofit 501(c)(3) public benefit corporation that specializes in charter school development, management, administration, oversight, advocacy, and finance. IEM also provides services in curriculum development, teacher training, educational resources and technical support.

Innovative Education Management, Inc.’s primary personnel have over thirty years aggregate experience in public school education, school boards, and charter school administration. They are charter school pioneers, having worked with several of the earliest California charter schools in the early 1990s. With different but complementary educational experiences, they are deeply committed to extensive parental involvement in K-12 education. They hold the belief that each child learns most effectively when his or her education is tailored to meet individual learning styles and interests. They believe that each child will perform to his or her fullest in personalized learning environments. They are experienced in overseeing charter school administration, including budget development, hiring and training the educational staff, implementing special education regulations, managing the educational support departments, and ensuring that the charter school is fully accountable and in compliance with all state and charter school laws and regulations.

IEM will develop, manage, and operate Sky Mountain Charter School pursuant to the terms of this charter. If IEM ceases to be the manager for the charter school, the charter will terminate automatically.

II. Educational Philosophy and Program

Mission

We believe in educating each of our students for the 21st century by providing individualized learning opportunities that incorporate parental participation, choice and involvement in curricula offered in personalized learning environments and small learning communities (“SLC”).

Educational Philosophy

This charter school shall be known as Sky Mountain Charter School (hereafter “SMCS”) and its administrative office shall be located in the Lucerne Valley Unified School District in San Bernardino County, California.

SMCS will operate on the understanding that all students have different learning styles, abilities and background experiences. As important as “what” students learn is “how” they learn. The former may be viewed as the end goal of education while the latter is the road leading to it. SMCS will utilize learning and assessment modalities that, based on current research, identify best practices regarding how students learn.

SMCS identifies an educated person in the twenty-first century to mean a person who is literate, can understand and function sufficiently in the world around him or her, has an overview of the history of mankind, has an understanding of United States political processes, has an ability to solve mathematical problems and to think scientifically, and has the values necessary to enhance the world in which he or she lives. This person is one who has realized his or her own unique educational interests, talents, or abilities, whether it is in the arts, sciences, or other areas. It is the goal of this charter school to help students become educated individuals who are intrinsically motivated to learn, who have diverse yet well-developed interests, and are becoming competent lifelong learners.

Each minor student and at least one parent/guardian/caregiver, and each adult student, with the assistance of SMCS Education Specialists(ES) and ES Advisors, shall design, consistent with SMCS student standards and policies, appropriate curricula based upon the student's educational needs and objectives, and shall sign a written agreement with SMCS that clearly describes the student's individual educational goals and curriculum for each school year the student is enrolled with SMCS. The written agreement shall describe the student's course(s) of study, the chosen method(s) of ascertaining competence in designated course(s) of study, and if applicable, the credit(s) the student will receive upon successfully demonstrating competence and completing the course of study.

High School Program

SMCS high school students will receive information on the transferability of courses to other public high schools and eligibility for college entrance through individual meetings with his/her assigned Education Specialist and the charter school guidance counselor. SMCS Education Specialists (credentialed teachers) will receive annual training in these requirements.

Students to be Served

SMCS will be open to all students in grades K-12 in San Bernardino county, and its contiguous counties of Inyo, Kern, Los Angeles, Orange, and Riverside. SMCS will be nonsectarian in its programs, admission policies, employment practices, and all other operations. SMCS will specifically target currently non-enrolled students seeking a non-traditional, small learning community-based educational setting. SMCS shall not charge tuition, and shall not discriminate against any pupil on the basis of ethnicity, gender, religion, national origin, ability, disability, or place of residence. Enrollment space will be based on need in the community and availability of qualified, trained NCLB certified credentialed teachers to serve as Education Specialists. SMCS expects to open its doors with approximately 300 students.

Parents who enroll their children in SMCS shall, through specific enrollment and curriculum contracts, accept responsibility for their children's education. SMCS will support its students and parents both with appropriate educational materials, and with a team of NCLB certified California teacher credentialed Education Specialists, ES

Advisors, and school administrators. SMCS Education Specialists and ES Advisors shall advise and assist parents and students in all aspects of student education pursuant to relevant contracts.

The Charter School hereby irrevocably designates the District as having a legitimate educational interest such that appropriate employees are entitled to access to education records of Charter School students under 20 U.S.C.A 1232g, the Family Educational Rights and Privacy Act and California Education Code 49076(b)(6) (“FERPA”). Charter School, its officers and employees shall comply with FERPA at all times.

Curriculum and Instructional Design

Students who attend SMCS will be educated in personalized learning environments, including small learning communities, through standards based, individually designed curricula, which may include but are not limited to, small group instruction, apprenticeships, community-based educational programs, group seminars, distance learning via current technology, individualized tutorials, computer assisted instruction, cooperative school programs and classes, on-the-job training, flexible course scheduling, and independent study. The projected teacher to student ratio for all grade levels will average 1:25, and for small group instruction, 1:15. All student curricula will be subject to approval by Innovative Education Management, Inc., consistent with state law. State-adopted content standards will be covered in the curriculum selected for each student. For purposes of NCLB, this charter school defines core subjects to be English, Mathematics, Social Science, and Science. This charter school designates middle school to be an elementary program.

This charter school’s parents, students, teachers, administrators and staff believe that the best learning occurs when:

- Academic instruction is viewed as one important and central aspect of an effective education that leads to mastery of the state content standards.
- Flexible instructional practices are tailored to the strengths of the students and their learning style and are congruent with the SLC’s intended academic outcome.
- Teachers not only teach but also mentor, support and coach students and each other.
- Contextual learning is emphasized allowing students to grasp the logical application of their learning.
- Parents are active partners in the school, in the creation of learning opportunities and in the work produced by their child(ren)
- Real life context-based learning is emphasized within a personalized learning environment.
- The entire community serves as a platform for learning. Learning opportunities integrate and bridge school-based learning with community-based learning.

Educational program goals of SMCS include, but shall not be limited to, the following areas of student attainment. Students will:

- Perform and achieve better than their previous year's state assessment scores when available.
- Apply the skills and concepts of the school's academic content standards and the state content standards in their daily assignments.
- Actively engage in skill development and in the discovery and construction of their own knowledge by participation in individual learning activities.
- Demonstrate the ability to use technology efficiently in academic assignments.
- Recognize and use their strongest skills and abilities to build confidence and motivation to improve in areas where they are weak.
- Be provided with opportunities to explore their potential in the visual and performing arts and or with a foreign language.

SMCS affirms the importance of educating children to be optimally prepared for the twenty-first century. Living in the age of computers and the internet provides students the opportunity to acquire knowledge unlike any other time in history. SMCS will be continuously updating its curricular options to allow its students to utilize state-of-the-art educational technology and learning systems.

Plan for Students who are Academically Low Achieving

To directly support low achieving students, SMCS believes that the teacher, parents, and student must collaborate to design the optimal individualized education plan. All students will be assessed upon admission to SMCS. Teachers are trained to use the various resources available on the SMCS curriculum website, as well as other internet resources to help with developing individualized education plans. With the co-creation (teacher, parents, student) of the student's individual learning plan, which includes the initial assessment and the student's learning style and interests, the success rate for the low achiever will be greatly enhanced. SMCS believes that both the confidence and the motivation to learn begins by meeting the student at the current level of academic proficiency and then adjust the pace and rigor of learning to challenge and engage her or his full potential. Students will be reassessed monthly by the teachers to document progress or to make necessary changes to the student's education plan.

Plan for Students who are Academically High Achieving

The individual learning plan of high achieving students will be adapted for their individual needs and allow for them to be accelerated and/or be more highly challenged in their studies. SMCS will pursue WASC accreditation so that it may offer A-G and AP courses that will allow its students to have access to California's UC and CSU systems. SMCS' guidance department will offer opportunities for all of our students to apply for a number of different scholarships for which they qualify.

Plan for English Learners

All EL students will be CELDT tested upon enrollment according to the legal guidelines. SMCS believes that all EL students who are not proficient in the English language need every opportunity to be able to become proficient. SMCS will train its teachers to test these students to find out their areas of weakness so the teachers can choose the right curriculum to help EL students in their educational process. SMCS will test the students annually until they are proficient in English.

Plan for Special Education

The charter school shall serve the needs of disabled pupils by complying with applicable state and federal laws and regulations prohibiting discrimination against, and requiring a free appropriate public education be provided to, children with disabilities.

SMCS Special Education Director will:

- Interface with district's SELPA to insure compliance with all phases of special education including: referral, assessment and identification, and services to insure that all phases of Federal IDEA mandates are followed.
- Develop a special education Memorandum of Understanding between the charter and the district's special education personnel, to clearly delineate the charter school's roles and responsibilities for the operation of special education programs.
- Coordinate all phases of the IEP process (meeting notices, IEP development, implementation, and monitoring) for all students referred and/or identified for special education.
- Monitor IEPs for compliance as required to meet state mandates (including Coordinated Compliance Review and CASEMIS)
- Develop a spreadsheet specifying entitlements based upon AB 602 funding models.
- Monitor special education expenditures with sponsoring district and SELPA to insure there is no encroachment to the sponsoring district.
- Interface with all families of identified students attending the charter school.

In the event that SMCS, at its election, presents verifiable written assurances during the term of this Charter that SMCS will participate as an LEA in a special education local plan approved by the State Board of Education, the parties agree to amend this Charter and any applicable MOU provisions to enable SMCS to do so.

III. Measurable Student Outcomes

The measurable pupil outcomes, for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program aligned with California State Frameworks and Content Standards. Students will demonstrate competency in seven (7) school growth area goals. The extent to which students achieve these goals is

determined by mastery of the student standards and by demonstrated proficiency on STAR-specific assessments:

Student reads and writes effectively.

- Student reads actively and derives meaning from written media.
- Student reads extensively for a variety of purposes.
- Student writes using grammatically acceptable English.
- Student adjusts tone and style of writing for purpose and audience.
- Student supports statements using well-rounded facts, theory, and opinion
- Student separates fact from opinion.
- Student logically reaches conclusions based on sufficient evidence.
- Student clearly and succinctly states key points.
- Student organizes ideas in a variety of ways.
- Student demonstrates creativity through style, organization, and development of content.

Student sufficiently understands and functions in the world around him.

- Student demonstrates involvement in his/her community.
- Student has knowledge of the reciprocal relationship between the individual and his/her environment.
- Student demonstrates various skills in seeking employment and/or college admission.
- Student understands and demonstrates his/her role as an employee, consumer, and financial manager.
- Student identifies and documents the effects of technology on his/her environment.
- Student participates in physical activities that develop strength, endurance, and personal fitness.

Student appreciates the history of mankind in all its diversity.

- Student shows his/her appreciation for history by identifying relationships between past and present events or situations involving cause and effect: people, events, or situations influencing an action or result.
- Student shows his/her appreciation for history by identifying relationships between past and present events or situations involving comparison: similarities and differences.
- Student shows his/her appreciation for history by identifying relationships between past and present events or situations involving classification: events and situations explained as political, economic, social, and/or intellectual.
- Student shows his/her appreciation for history by identifying relationships between past and present events or situations involving anticipation of the future using evidence from the past and the present to draw conclusion about the future.
- Student shows his/her appreciation for history by identifying relationships between past and present events or situations involving understanding of the extent of time.
- Student applies physical and cultural geography to his/her understanding of societies.

Student comprehends the political process.

- Student understands the structures, operations, and relationships of the governments in the United States.

Student applies mathematical principles and operations to solve problems.

- Student demonstrates knowledge of basic skills, conceptual understanding, and problem solving with numbers and operations.
- Student demonstrates knowledge of basic skills, conceptual understanding, and problem solving in geometry and measurement.
- Student demonstrates knowledge of basic skills, conceptual understanding, and problem solving in functions and algebra.
- Student demonstrates knowledge of basic skills, conceptual understanding, and problem solving in statistics and probability.
- Student solves problems that make significant demands in one or more of these aspects of the solution process: problem formulation, problem implementation, and problem conclusion.
- Student communicates his/her knowledge of basic skills, understanding of concepts, and his/her ability to solve problems and understand mathematical communication of others.

Student applies scientific concepts and skills to explain his world and find solutions to its problems.

- Student observes, compares, orders, and categorizes characteristics and behaviors.
- Student communicates ideas.
- Student relates factors of differing objects and events, and infers about unknown or unseen processes.
- Student applies knowledge and thought processes to explain his/her world and solve problems.
- Student shows a perception of the interrelationships among the scientific themes (energy, interactions, patterns, and change) and their application to the four spheres (lithosphere, hydrosphere, atmosphere, ecosphere).
- Student recognizes the effects of the sciences, technologies, and societies on one another and on the environment.

Student realizes his own unique educational interests, talents, and abilities.

- Student participates in visual and performing arts, obtains aesthetic perception and valuing opportunities, and understands historical and cultural contributions, or
- Student communicates in a language other than English, while gaining knowledge and understanding of different cultures.

Students participate with their assigned Education Specialist and parents in the design of an individualized learning plan that incorporates all aspects of his/her educational program.

Academic Performance Index

The Academic Performance Index (API) was the cornerstone of California's Public Schools Accountability Act of 1999. It measures the academic performance of schools on a variety of academic measures. After the first calendar year, an API base is

established. The fall of each progressive year indicates the API growth rate. The scores are ranked in 10 categories from 0-10 referred to as deciles. The scores run from 200-1000. Results of three test components of the Standardized Testing and Reporting (STAR) Program, as well as the CAHSEE, are used in calculating the API Base. We believe that using an initial enrollment assessment, developing an individual learning plan for each student, and tracking monthly progress using our methods of assessment outlined below, our students will make continual academic progress.

Methods Of Assessment

All students will achieve the student standards by graduation, but not all students will progress at the same rate. Certificated Education Specialists shall consider each student's individual abilities, interests, and talents in utilizing the following measurements.

The charter school shall administer the mandated state assessments and shall also meet any required state performance standards as developed. Every year the charter school shall receive an evaluation via the State of California's Academic Performance Index (API) based on mandated state assessments to determine if students are achieving academic levels which are at least equivalent to or exceeding those achieved by students in similar type schools across the state.

Additionally, student progress will be assessed through the current state mandated assessment tools (STAR, CAHSEE, CELDT, and PFT) and a variety of the following:

- Monthly review of work (learning record),
- Annual portfolios,
- Parent, student, and Education Specialist observation,
- Norm and criterion referenced tests,
- Student demonstrations,
- Student grades.

Use and Reporting of Data

We will give each student a baseline assessment when they initially enter our school so that we can track individual student progress. We will keep a database system where we will track the state mandated test scores for each of our students. We will report assessment data to our parents in the school newsletter, as well as posting our yearly SARC report on our school website. We will evaluate the data to see if any changes need to be made to our program on an ongoing basis.

IV. The Governance Structure of the School

The charter school shall be governed by the School Council, which will consist of 19 parents of SMCS students. Except as otherwise provided herein, the members of the Parent Council shall be elected by a majority vote cast by the parents of SMCS students, and the term of office for each member shall be two years. Elections shall be held during

May of each year. Each election shall be by written ballot. Each family having one or more student(s) enrolled in SMCS on the date of the elections shall be entitled to one vote per enrolled student. No more than one parent from any family may serve as a School Council member at any time. The initial members of the School Council shall be drawn via lottery by the site administrator of SMCS from a pool of SMCS parent volunteers compiled from the respondents to an informational memorandum sent to all parents soliciting participation in the initial School Council. Fourteen of the initial School Council members shall serve a one year term, and the vacancies created by the expiration thereof shall be filled by parents duly elected as otherwise provided herein. A quorum of the School Council necessary for the transaction of business shall be a majority of the elected members. All business of the School Council shall be by the majority of the members attending a School Council meeting. The charter school site administrator shall preside, but not vote, at all School Council meetings.

All meetings of the School Council shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code), shall take place at least semi-annually, and shall be held at a location within the sponsoring district. The charter school practices and policies will ensure parental involvement through the School Council activities.

The School Council will be responsible for developing the school council by-laws and each member will each be a part of a sub-committee responsible for the following: WASC accreditation parent group, organizing student group educational activities, developing a school yearbook, coordinating fundraising events, STAR testing volunteer coordination, organizing the yearly graduation ceremony, and other school events and activities approved by the school site administrator. The School Council will uphold the mission of the school, monitor the school's performance, and make suggestions to the school administrators for school improvement

The charter school will be operated as a public charter school and shall be managed by IEM, a 501(c)(3) California nonprofit public benefit corporation. IEM will oversee all aspects of the charter school's operations, and will act as liaison with the sponsoring district. IEM shall establish and approve all major educational and operational policies, approve all major contracts, approve the school's annual budget and oversee the school's fiscal affairs, and select and evaluate the school site administrator and administrative staff. IEM will act as SMCS's fiscal agent to the fullest extent of the law. In fulfilling all obligations relating hereto, IEM and SMCS shall comply with the provisions of Charter School Legislation and the State Department of Education directives regarding charter schools.

As outlined in Education Code section 47604(c), the Lucerne Valley Unified School District, as the authority that grants a charter to a charter school to be operated by, or as, a nonprofit public benefit corporation, shall not be liable for the debts or obligations of the charter school. SMCS shall maintain a comprehensive range of insurance coverage, commensurate with that of other public schools and/or nonprofit organizations of similar type and size, to protect both itself and the sponsoring district. Details of this policy will

be outlined in a Memorandum of Understanding (“MOU”) between SMCS and the sponsoring district and a copy of this insurance policy will be available for review to the sponsoring district before the opening of the charter school.

V. Human Resources

Qualifications of School Employees

The ES Support Director will be responsible to ensure that appropriate arrangements for student assignments are made. All charter school students are assigned to an Education Specialist who shall hold a NCLB certified Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold. Additional certificated and non-certificated personnel may be hired to assist in providing supplementary instruction, management and support services. All staff of SMCS will have the necessary qualifications, skills, experience, certification, and credentials to fulfill their job description. These documents and job descriptions shall be maintained on file at the school website and shall be subject to periodic inspection upon request by the District.

Compensation and Benefits

Compensation for ESs will be based on the number of active students assigned to the Education Specialist (ES) for each official school day, the grade levels served, and their placement on the salary schedule. Administrator compensation will not exceed that of the average California school district pay schedule for schools of a similar size. The charter school will offer medical, dental, chiropractic, and vision healthcare insurance for eligible full-time employees as defined by charter school law. Employees of SMCS shall participate in STRS, PERS, or Social Security depending upon eligibility with the corresponding agency.

Employee Representation

All employees of SMCS shall be employees of the charter school and not employees of any District or the SBE for the purposes of AB 631. This charter school shall be deemed the exclusive public school employer of the employees of SMCS for the purposes of the Education Employment Relations Act Section 3540.1 of the Government Code.

Rights of School District Employees

Persons employed by SMCS shall not be deemed to be employees of the sponsoring district for any purpose whatsoever. All employees leaving the district to work at SMCS shall enjoy the same employee benefits as all other employees of SMCS with similar job classifications.

Health and Safety

SMCS shall comply with all of the requirements of Education Code section 44237 to ensure the safety of employees and students. SMCS will comply with all applicable laws, including the Family Education Rights and Privacy Act, concerning immunization, health and safety, first aid, child abuse reporting and related issues for both employees and students. All employees of SMCS will furnish criminal record summaries in accordance with Education Code section 44237.

Dispute Resolution

Any dispute between SMCS/IEM, Inc and the sponsoring district (collectively "the Parties") shall be resolved in accordance with the following procedure. The term dispute means any alleged violation, misinterpretation, or misapplication of a specific provision of this Charter or the MOU between the parties, which does not constitute a severe and imminent threat to the health and safety of pupils. The parties will first attempt to resolve disputes between SMCS/IEM, Inc., and District by discussion and agreement between, as appropriate, the District Superintendent or designee as one party, and a representative of IEM, Inc, a representative of the SMCS Board of Directors, and the school site director of SMCS as another party within thirty (30) days of any party identifying any such dispute in a written notice sent to all other parties. If the parties are unable to reach agreement, the dispute shall be referred to non-binding mediation before a single neutral mediator. A request for mediation shall be in writing and must be served on all other non-requesting parties no later than fourteen (14) calendar days from the date the parties last met to discuss the dispute but were unsuccessful in reaching an agreement. A request for mediation shall succinctly state the nature of the dispute and the relevant provisions of the Charter and/or MOU. The mediator shall be selected by mutual agreement. The mediation shall commence within thirty (30) calendar days from the date of receipt of the request for mediation, unless extended by mutual agreement for the convenience of the parties and/or mediator. The costs of mediation shall be born equally by all of the parties. No party shall commence any litigation or other administrative action in connection with any dispute relating to this Charter or any MOU between the parties without first exhausting this dispute resolution procedure.

All matters not resolved by agreement or mediation as provided herein shall be submitted to binding arbitration before a panel of three arbitrators. Each party shall select one arbitrator, and the two arbitrators selected by the parties shall select a third arbitrator who shall preside over the arbitration panel.

This dispute resolution process shall not apply to any dispute between the parties relating to any matter arising out of Education Code §47607(c).

Any dispute between IEM, Inc., and SMCS shall be resolved according to these requirements.

VI. Student Admissions, Attendance, and Suspension/Expulsion Policies

Student Admission Policies and Procedures

Students will be considered for admission without regard to ethnicity, national origin, gender, and disability or achievement level. Admission will not be determined according to the place of residence of the student or parents, except as required by law. Prior to admission, all parents must sign the written agreement regarding the charter school outcomes, philosophy, program, and any other applicable requirements including special education services offered by the charter school. All students' continued enrollment shall depend upon them fulfilling the terms of the written agreement.

Charter schools are schools of choice. All students in the Lucerne Valley Unified School District, neighboring districts and K-12 students residing in counties contiguous with and including San Bernardino County are eligible to attend the Sky Mountain Charter School. If more students apply than can be admitted, the following admission processes will be followed:

- In the event that the number of students who wish to attend the school exceed the school's capacity, a lottery system will be used to determine those selected to attend. In conformity with the requirements of Education Code section 47605, subdivision (d)(2)(B), admission preference will be given first current students and students residing in the chartering district (LVUSD), then to siblings of current students and then to students who live in communities and counties served by the school.
- The Sky Mountain Charter School will be open to all K-12 students, including those with special education needs. SMCS will support the administration of special education services at the school site and participate in the "search/child find" efforts of the SELPA. The staff of SMCS will be instructed regarding purposed Special Education "search/child find" efforts and referral procedures.

The charter school shall comply with all laws establishing minimum age for public school attendance. For a maximum age limit, the school shall allow only pupils over 19 years of age to attend if they have been continuously enrolled in public school since age 18 and continue to make satisfactory progress towards a high school diploma.

Non-Discrimination

The means by which the charter school will achieve a racial and ethnic balance among its students that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition was submitted will consist of public announcements of the school's program that will neither encourage nor discourage any particular racial or ethnic group from gravitating to the charter school. SMCS will maintain information concerning the ethnicity of all SMCS students, and if the balance is not reflective of that of the sponsoring district, a committee of school parents, teachers and SMCS staff will meet to discuss the imbalance and explore available options, which may include additional outreach initiatives, to remedy the situation.

Public School Attendance Alternatives

Attendance at this charter school is entirely voluntary on the part of the students who enroll. Attendance at the student's district of residence public schools shall be an option for all students who do not choose to attend this charter school.

Suspension/Expulsion Procedures

Students may be suspended or expelled from the charter school for non-compliance with the terms of the parent-student contract, or any material violation of any of the conditions, standards or procedures set forth in the charter school petition, the school handbook or of the school's policies and procedures. The Special Education Director will be involved in the suspension/expulsion process for all identified pupils with disabilities. Students, who fail to demonstrate adequate and appropriate progress toward the student standards, as determined by the professional judgment of the certificated Education Specialist assigned to that student, will be subject to expulsion. Suspension/expulsion criteria will be reviewed once a year by the school administrative team to determine if modifications to the lists of offenses are necessary.

Expulsions or suspensions will be made by the school site Administrator based on information provided by the assigned Education Specialist according to school policy. The parents of a student who has received an expulsion notice from the site Administrator may request a hearing where the parent/student shall be given an opportunity to participate and present facts relevant to the issues set forth in the expulsion notice. In the event of any such request, the school site director shall appoint a Hearing Committee composed of five (5) members of the School Council which shall conduct an expulsion hearing. After an expulsion hearing, the Hearing Committee shall send its recommendation to the school site Administrator for a final decision. The school site Administrator will make all final decisions concerning suspension, expulsion, or reinstatement of suspended or expelled students. In the event of a student's expulsion, SMCS will notify the student's district of residence of the student's expulsion.

VII. Financial Planning, Reporting, and Accountability.

Financial Reporting

IEM shall implement and manage all financial reporting and business services for this charter school.

Insurance

This charter school will secure and maintain insurance policies, including but not limited to general liability insurance coverage for bodily injury or property damage. Such insurance policies shall be issued by an insurance company or companies licensed to do business in the State of California. All such insurance policies shall be endorsed to state

that coverage shall not be suspended, voided, canceled, or reduced, in coverage or limits, except after 30 days prior written notice to the District and CGCS.

This charter school shall secure and maintain workers compensation insurance as appropriate to cover its employees.

Administrative Services

IEM shall provide all administrative services necessary for SMCS' efficient operations, including, but not limited to school system administration, revenue administration, vendor/purchasing administration, budgeting and forecasting, accounting services, financial management reporting, training assistance, payroll processing, personnel management, enrollment management, cumulative folders, immunization documentation, Child Health and Disability Prevention Program for 1st grade, attendance management, transcripts, reporting and required annual reports, categorical funding applications, compliance and fiscal reporting, and technical assistance and facilitation.

Facilities

SMCS shall request a rent-free facility from the District to conduct SMCS administration, teacher training/professional development, and miscellaneous school services, and agrees to pay the District 3% ADA for oversight.

Transportation

All transportation to and from the charter school including all related school programs is the sole responsibility of the enrolled students' parents or guardians, and is not the responsibility of this charter school, unless otherwise required by a current IEP.

Audits

IEM will cause an annual financial and programmatic audit of the charter school to be conducted by an independent auditor, employing generally accepted accounting principles and experienced in State charter school law. Audits will be conducted according to standards applicable to governmental agencies and the State's audit guide standards applicable to charter schools. Audit reports will be completed and available for review by the school members and the public and submitted to the District Board of Trustees following the protocol established by the district for such audits. All audit exceptions and deficiencies will be resolved as determined by state law and this charter. Procedures and/or processes that caused the exceptions and/or deficiencies will be modified by IEM to meet the auditor's specifications and such modifications will be sent to the District Board of Trustees within three (3) months of the auditor's report.

As outlined in Education Code section 47604.3, the charter school and/or IEM, Inc. shall promptly respond to all reasonable inquiries, including, but not limited to, inquiries regarding its financial records, from its chartering authority or from the Superintendent of

Public Instruction and shall consult with the chartering authority or the Superintendent of Public Instruction regarding any inquiries.

Closure Protocol

In the event SMCS closes, SMCS shall document and effect its closure by official action which shall identify the reason for the closure. SMCS shall promptly notify the District and SMCS students and parents of the official action and the effective date of the school closure. SMCS shall provide information to assist parents and students in locating suitable alternative educational programs.

As applicable and consistent with statute, SMCS will provide parents, students, and/or the District or subsequently selected school(s) with all appropriate student records and will otherwise assist students in transferring to their next school(s). All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. §1232g.

As soon as reasonably practicable, IEM shall prepare final SMCS financial records and shall commission an independent audit by a qualified Certified Public Accountant paid for by SMCS to determine the disposition of all assets and liabilities of SMCS. The results of the audit shall be forwarded to the District upon completion.

Upon the school's closure, all assets of the School, including but not limited to all leaseholds, personal property, intellectual property and all accrued ADA apportionments and other revenue generated by students attending SMCS shall remain the sole property of the charter school subject to all audited and verifiable claims documented in the final audit as provided herein. In the event that charter school is dissolved, all such property shall be distributed as IEM shall determine in accordance with state statutes governing nonprofit public benefit entities, provided that in the case of closure that any funds remaining after completion of a final audit become the property of the LVUSD.

VIII. Impact on the Charter Authorizer

Impact to the charter authorizer shall be minimal. Because of their extensive charter school experience, the school administrators shall provide or cause to be provided all reports and oversight documents to the district/county in the type and format requested.

Services obtained from Charter Authorizer

Details of any business or administrative services, special education services, costs and funding between the district and SMCS shall be detailed in an appropriate MOU. In the event of changes to state law or regulations applicable to charter schools enacted subsequent to granting this Charter, which are inconsistent with but applicable to the terms of this Charter, the parties agree to amend this Charter and any applicable MOU provisions to accord with any such changes.

Initial Term and Renewal

The term of this Charter shall be five years and may be renewed for subsequent five-year terms by the District Board of Trustees. The District Board of Trustees must act to renew or not renew this Charter no later than six (6) months prior to the date this Charter expires. A petition for renewal may be submitted no earlier than 18 months prior to expiration of the charter. Charter school operations shall commence as soon as possible following approval of this Charter by the California State Board of Education and completion of a mutually acceptable MOU before the opening of SMCS. The term of this charter shall begin on the July 1, 2007, and if it is not renewed as provided herein, shall expire on June 30 after the end of the fifth academic year of SMCS' existence.

Revoking The Charter

The District Board of Trustees may revoke the Charter if it finds that SMCS did any of the following:

1. Committed a material violation of any of the conditions, standards, or procedures set forth in the charter or MOU.
2. Failed to meet or pursue any of the pupil outcomes identified in the Charter.
3. Failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement.
4. Violated any provision of law.

Amendments

This Charter School Petition may be amended by a written agreement between IEM and the LVUSD Board of Trustees. Material amendments to the Charter must be presented to the LVUSD Board pursuant to Education Code section 47605.

