

CRITERIA 7.2

**COPY OF ACTIVE &
SIGNED SCHOOL CHARTER**

YOUTHBUILD CHARTER SCHOOL OF CALIFORNIA

CHARTER RENEWAL PETITION FOR CHARTER SCHOOL

Presented to Inyo County Superintendent of Schools and Board of Education

Charter Term: July 1, 2018 – June 30, 2023

February 14, 2018

INTRODUCTION

A petition may be submitted directly to a county board of education in the same manner as set forth in Section 47605 for charter schools that will serve pupils for whom the county office of education would otherwise be responsible for providing direct education and related services. Any denial of a petition shall be subject to the same process for any other county board of education denial of a charter school petition pursuant to this part. Education Code Section 47605.5

Notwithstanding any other law, the jurisdictional limitations set forth in this section do not apply to a charter school that provides instruction exclusively in partnership with any of the following:

- (1) The federal Workforce Innovation and Opportunity Act (29 U.S.C. Sec. 3101 et seq.).*
- (2) Federally affiliated Youth Build programs.*
- (3) Federal job corps training or instruction provided pursuant to a memorandum of understanding with the federal provider.*
- (4) The California Conservation Corps or local conservation corps certified by the California Conservation Corps pursuant to Sections 14507.5 or 14406 of the Public Resources Code.*
- (5) Instruction provided to juvenile court school pupils pursuant to subdivision (b) of Section 42238.18 or pursuant to Section 1981 for individuals who are placed in a residential facility.*

Education Code Section 47605.1(g)

YouthBuild Charter School of California (“Charter School”) submits a charter renewal petition to the Inyo County Superintendent of Schools (“ICSOS”) and the Inyo County Board of Education (“ICBE”) (collectively referred to herein as the “County”), pursuant to Education Code Section 47605.5.

The Charter School has created an educational program to serve the needs of youth and young adults, particularly those who struggled in traditional schools, through partnerships in various conservation corps, job corps, Youth Build, or Workforce Innovation and Opportunity Act (“WIOA”)-funded programs. Thus, pursuant to Education Code Section 47605.1(g), the jurisdictional limitations in Education Code Sections 47605 and 47605.1 do not apply to the Charter School.

CHARTER RENEWAL CRITERIA

1. Evidence of Meeting Charter Renewal Standards Pursuant to Education Code Section 47607(b) and the California Code of Regulations, Title 5, Section 11966.5(b)(1)

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

- (1) Attained its Academic Performance Index (API) growth target in the prior year or in two of the last three years, both school wide and for all groups of pupils served by the charter school.
- (2) Ranked in deciles 4 to 10, inclusive, on the API in the prior year or in two of the last three years.
- (3) Ranked in deciles 4 to 10 inclusive, in the API for a demographically comparable school in the prior year or in two of the last three years.
- (4) The entity that granted the charter determines that the academic performance of the charter school is at least equal to the academic performance of the public schools that the charter school pupils would otherwise have been required to attend, as well as the academic performance of the schools in the school district in which the charter school is located, taking into account the composition of the pupil population that is served at the charter school.
- (5) Has qualified for an alternative accountability system pursuant to subdivision (h) of Education Code Section 52052.

Education Code Section 52052(g) specifies the requirements around schools utilizing the alternative accountability system indicated in Education Code Section 47607(b)(5), as follows:

The Superintendent, with the approval of the state board, shall develop an alternative accountability system for schools under the jurisdiction of a county board of education or a county superintendent of schools, community day schools, nonpublic, nonsectarian schools pursuant to Section 56366, and alternative schools serving high-risk pupils, including continuation high schools and opportunity schools. Schools in the alternative accountability system may receive an API score, but shall not be included in the API rankings.

YouthBuild Charter School of California has qualified as an alternative school participating in the Dashboard Alternative School Status (“DASS”), in accordance with Education Code Sections 47607(b)(5) and 52052(g). Thus, YouthBuild Charter School of California has met the charter renewal standards pursuant to Education Code Section 47607(b)(5) and Title 5, California Code of Regulations Section 11966.5(b)(1).

Element 1. EDUCATIONAL PHILOSOPHY AND PROGRAM

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

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

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

The YouthBuild Charter School of California provides an innovative educational program that meets the needs of the youth and young adult participants in various YouthBuild, conservation corps, job corps, or WIOA-funded programs who have not found success in the traditional educational system. We engage students who have dropped out of school or who are not succeeding in school. Our goal is to assist our students in their process of growth as they transform into individuals with a solid academic foundation, who are involved in making a positive difference in their communities and the world, and who will be able to move on to college and/or a career as productive members of society. Additionally, we seek to create self-motivated, competent, and lifelong learners. In partnering with these other organizations, we will provide our students with the following:

- *small class sizes
- *an emphasis on core academic skills development through applied learning and project-based learning
- *counseling, restorative justice, and mentorship
- *preparation for post-secondary transition on to college and/or a career

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

Through our previous experience operating charter school campuses in partnership with the YouthBuild programs since 2008, we have found that for many of our students, the traditional educational system has not been effective for them. Many of them become lost in large high schools with overcrowded classrooms. Moreover, many of them feel unsafe or have experienced threats or violence. Additionally, many of them need more personalized attention from counselors. Finally, many of them do not find relevance in what they are learning.

In partnering with YouthBuild, conservation corps, job corps, or WIOA-funded programs, we are able to meet these needs in ways that traditional schools have not. We provide small, family-like learning communities of 50-150 per campus, where students can be educated in classes comprised of 20 students or less. We provide an orderly and structured environment, and each student is assigned to a case manager/counselor who meets with him or her regularly. Finally, through our partnership with these other organizations, our students have the opportunity to experience special services provided by our partnering organizations that typically include employment, work-related service projects, and/or artistic opportunities. We have found that these experiences provide more real-world relevance to them for what they are doing in school. By connecting school with the community, and by providing a more holistic family-like environment, we have found that our students flourish academically, personally, and professionally.

The YouthBuild Charter School of California charter school day is nontraditional, in that it provides a mixture of classroom-based and non-classroom based instruction. Some students are in class Monday through Friday for an average of six hours a day, with vocational training integrated into their regular school day. Other students take advantage of opportunities to spend extended periods of time on construction sites or other worksites where they are able to apply vocational skills learned in the classroom to real world settings. This combination of workplace skills development and classroom-based academics varies from location to location and is adjusted for students according to their career goals and the number of credits that are still remaining for a student to complete high school.

Across the various locations where the school operates, the school year may be divided into three three-month trimesters or into smaller units of time, as deemed most beneficial for the students at the school site. The partnering organizations' schedules and opportunities for workplace learning are taken into account in determining the schedule at the site. At every location, students are offered at least the minimum number of required instructional minutes. Up to 20% of students are enrolled in independent study if that option is the best learning option for students, based on their educational needs.

In a typical classroom, students receive instruction in groups of 20 pupils or less. The school day typically consists of six one-hour periods per day, with each period focusing on a different subject. Students rotate between different teachers, although at a small campus of 50-150 students, students undoubtedly have the same teacher more than once per day. Each student is assigned to their class schedule for the duration of the school trimester or term. For core classes (math, English, history, and science), teachers use instructional materials that are aligned with the Common Core State Standards ("CCSS"), and created supporting lesson and unit plans in

accordance with the CCSS as well. Each campus of the YouthBuild Charter School of California charter school requires that all students complete 200 credits in approved course subject matter.

With specific regard to the core subjects, each campus of the YouthBuild Charter School of California charter school requires students to complete:

- 30 credits of English
- 20 credits of math
- 30 credits of social sciences
- 20 credits of science

Target Population

The YouthBuild Charter School of California charter school serves a population of students who typically did not complete traditional high school prior to coming to our partnering YouthBuild, conservation corps, job corps, or WIOA-funded partnering agency. Through our experience we have found that although a wide range of skill levels are present within our targeted student body, on average most students come to us with large gaps in their educational foundations and are in need of remediation. Some were not well-served by the traditional school system. Others might have personal challenges that have made it difficult to remain in school in the past. Regardless, we have and will continue to meet their educational needs through our unique program.

How Learning Best Occurs

As stated earlier, one of our most effective tools in meeting their needs is through greatly reduced class sizes, and this is done through leveraging the resources of our partnering organizations with that of the Charter School. For example, often times partnering organizations already have facilities within which we are able to operate at little to no cost for the Charter School. This will allow the Charter School to devote more money to staffing and thus reduce the student-to-teacher ratio. Small class sizes allow at-risk students to receive more personalized attention from their teachers, and allow teachers greater flexibility to personalize curriculum and assignments to meet students' needs. Extra counseling and tutoring is provided for students as necessary.

Our approach to student learning is characterized by a deep respect for our students, their intelligence and their resiliency. Our school is committed to an education that engages students in project-based learning that is focused on social justice. Students take leadership roles in their education and in the school's efforts to address social issues that affect the communities where our students live. Assignments and qualitative assessments are designed by teachers with students in a reciprocal leadership dialogue about social transformation to allow young people to propose new social, political, and economic realities in the process of earning school credit. The entire project-based approach is our most appropriate and culturally responsive method to engage young people as they showcase their extensive funds of knowledge.

Students are also typically connected to the community and the world of work through various community service projects within which they engage as participants within our partnering organizations' programs. It has been demonstrated through the past 10 years via the relationship between that the school and its partnering workforce organizations that the utilization of all of these collaborative tools successfully recaptures students who fell through the cracks of the traditional educational system. Therefore, we are able to replicate this same phenomenon via new relationships forged between the YouthBuild Charter School of California charter school and new partnering organizations.

An Educated Person in the 21st Century

In order to be an educated person in the 21st century, students must have a combination of higher order thinking skills, life skills of practical application, and an awareness of and involvement in the greater health and well-being of their communities. It is the goal of the Charter School to enable students to become self-motivated, competent, lifelong learners.

English Learners

The Charter School shall meet all applicable requirements for English Learners ("EL") as they pertain to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. The Charter School will implement policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents.

Special Education

With specific regard to special education, the YouthBuild Charter School of California charter school works in cooperation with the Inyo County Special Education Local Plan Area ("SELPA") to ensure that a free and appropriate education is provided to all students with exceptional needs as is legally required and deemed necessary, beyond the measures already built in to our educational program (e.g., small class sizes, tutoring, individualized instruction, vocational connections, etc.).

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

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

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

Charter School Goals and Actions to Achieve the Eight State Priorities

The Local Control and Accountability Plan (“LCAP”) contains a reasonably comprehensive description of the Charter School’s annual goals to be achieved in the Eight State Priorities school wide and for all pupil subgroups, as described in Education Code Section 52060(d), and specific annual actions to achieve those goals, in accordance with Education Code Section 47605(b)(5)(A)(ii). The LCAP is attached as **Appendix []**.

Element 2. MEASURABLE STUDENT OUTCOMES and Element 3. METHODS OF ASSESSMENT

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

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

In order for students to attain a combination of academic book knowledge, life skills of practical application, and an awareness of and involvement in the greater health and well-being of their communities, students of YouthBuild Charter School of California shall demonstrate the following upon graduation:

Goal 1: Proficiency in English/language arts

Measured by: Classroom-based assignments
Written work graded by teacher and/or student-developed rubrics
Individual or cooperative project assignments (e.g., a play)

Goal 2: Proficiency in mathematics

Measured by: Classroom-based assignments
Taking and passing Algebra

Goal 3: Proficiency in history-social science

Measured by: Classroom-based assignments
Completion of at least 20 credits of history-social science
Individual or cooperative project assignments/presentations

Goal 4: Proficiency in science

Measured by: Classroom-based assignments
Completion of at least 20 credits of science
Individual or cooperative project assignments/presentations

Goal 5: Life skills

Measured by: Using a computer to search the Internet or write a paper/report
Creating a resume and cover letter
Engaging in public speaking opportunities
Awareness of health implications of drugs, alcohol, and sexually transmitted diseases
Awareness of parenting issues

Goal 6: College Preparation

Measured by: Creating a college & career plan for the future
Participating in a weekly or semi-weekly “College Bridge” advisory period
Taking field trips to visit college campuses

Additionally, our curriculum and education program meet state standards and we will comply with all state standardized testing requirements.

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

A reasonably comprehensive description of the Charter School’s annual goals, actions, and measurable pupil outcomes in the state priorities, both school wide and for all numerically significant pupil subgroups, in accordance with Education Code Sections 47605(b)(5)(A)(ii) and 47605(b)(5)(B) is provided in the Charter School’s LCAP, attached as **Appendix []**, and is also available on our website at www.youthbuildcharter.org. Each of these goals addresses the unique needs of all students attending the Charter School. The metrics associated with these goals help the Charter School to ensure that these specific subgroups are making satisfactory progress, and are provided with necessary additional supports made possible by additional funds from the Local Control Funding Formula.

The Charter School shall annually update and develop the LCAP in accordance with Education Code Section 47606.5 and shall use the LCAP template adopted by the State Board of Education. The Charter School reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the charter through the annual LCAP update. The Charter School shall submit the LCAP to ICSOS annually on or before July 1, as required by Education Code Section 47604.33.

The LCAP and any revisions necessary to implement the LCAP shall not be considered a material revision to the charter, and shall be maintained by the Charter School at the school site.

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

Element 4. GOVERNANCE STRUCTURE

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

The Charter School will be a directly funded independent charter school and will be operated by a California non-profit public benefit corporation, pursuant to California law upon approval of this charter.

YouthBuild Charter School of California shall operate as a legally and operationally independent entity with its own bylaws, separate from ICSOS and any of the Charter School's partnering organizations. As such, the Charter School has its own governing board. The Charter School is governed by the bylaws adopted and/or amended by its governing board.

Board of Directors

A governing board ("Board") (with a minimum of three members) governs the Charter School. This governing board consists of members who have expertise in education or charter schools, business, law, nonprofit management, and/or youth development.

Governing board members typically serve terms of three years at a time. There is no limit to the amount of terms a particular governing board member may serve, given that s/he is recommended and approved via the following protocol.

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

The governing board, by majority vote, may remove a derelict or absentee board member at any time during his or her term. Such a vacancy will be filled similarly to the protocol outlined above. The new governing board member will be appointed for the duration of the time remaining on the term of the removed governing board member. Governing board members may also resign at any time, and their vacancies will be filled in the same manner.

The governing board is responsible for approving and monitoring the YouthBuild Charter School of California budget, and for providing oversight to ensure that the Charter School's educational programming meets state mandated requirements. Additionally, the Chief Executive Officer of the Charter School reports to the governing board for evaluation and employment purposes.

Element 5. EMPLOYEE QUALIFICATIONS

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

YouthBuild Charter School of California will employ teaching staff who hold appropriate Commission on Teacher Credentialing certificates, permits, or other documents equivalent to that which a teacher in other public schools would be required to hold. These teachers will teach core, college preparatory academic classes of mathematics, English language arts, science, and history/social studies. These teachers will be responsible for overseeing the students' academic progress and for monitoring grading and matriculation decisions as specified in the Charter School's operational policies.

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

The Charter School will seek administrative staff and operational staff who have demonstrated experience or expertise in the issues and work tasks required of them and will be provided professional development opportunities to ensure that they remain abreast of all relevant changes in laws or other operational requirements. The Chief Executive Officer of the Charter School will have, at minimum, a Bachelor's degree and preferably a Master's degree with an administrative credential. Other qualifications desired for all instructional staff and administrators include experience with "at-risk" students.

Element 6. HEALTH AND SAFETY PROCEDURES

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

YouthBuild Charter School of California will adopt and implement a comprehensive set of health, safety, and risk management policies. These policies will be developed in consultation with the Charter School's insurance carriers and will address, but not be limited to, the following topics:

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

Element 7. MEANS TO ACHIEVE RACIAL/ETHNIC BALANCE REFLECTIVE OF DISTRICT

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

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

Element 8. ADMISSION REQUIREMENTS

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

The Charter School will be nonsectarian in its programs, admission policies, and all other operations, and will not charge tuition or discriminate against any student based upon any of the characteristics listed in Education Code Section 220.

Pursuant to Education Code 47605.1(g), YouthBuild Charter School of California is designed to operate in partnership with conservation corps, job corps, YouthBuild, and/or WIOA-funded organizations. As such, its purpose is to provide instruction and other services in order to meet the needs of at-risk youth and young adults who previously dropped out of school

or were doing poorly in school, and subsequently expressed a desire to go back to school or get back on track academically through becoming a participant in any of the organizations named above. Both YouthBuild Charter School of California and its partnering organizations will actively recruit a diverse student population from the surrounding community who understand and value the Charter School's mission and are committed to the Charter School's instructional and operational philosophy. In the case of a public random drawing, preference for admission may be given to at-risk youth and young adults who are out of school (i.e., dropouts) and/or who are willing to be participants in our partnering organizations' programs, and thus are in the position best situated to uniquely benefit from the Charter School's collaborative design and will be given to residents of the school districts where the Charter School operates.

Element 9. ANNUAL INDEPENDENT FINANCIAL AUDITS

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

An annual independent financial audit of the books and records of the Charter School will be conducted as required by Education Code Sections 47605(b)(5)(I) and 47605(m). The YouthBuild Charter School of California governing board will work jointly with ICSOS to oversee the selection of an independent auditor and the completion of an annual audit of the Charter School's financial affairs. The audit will verify the accuracy of the Charter School's financial statements, attendance and enrollment accounting practices, and review the Charter School's internal controls. The audit will be conducted in accordance with generally accepted accounting principles applicable to the Charter School. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in any applicable Office of Management and Budget Circulars.

The annual audit will be completed by December 15 each year and a copy of the auditor's findings will be forwarded to ICSOS, the State Controller, and the California Department of Education. The Charter School's governing board will review any audit exceptions or deficiencies and will develop recommendations on how to resolve them. The Board will report to the charter-granting agency regarding how the exceptions and deficiencies have been or will be resolved. Any disputes regarding the resolution of audit exceptions and deficiencies will be referred to the dispute resolution process contained in the section of this petition herein entitled "Element 14. Dispute Resolution."

Element 10. PUPIL SUSPENSION AND EXPULSION

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

YouthBuild Charter School of California will develop and maintain comprehensive sets of student discipline policies, which are available for review upon request. These policies will be printed and distributed as part of the Charter School's student handbook and will clearly describe the Charter School's expectations regarding punctuality, attendance, mutual respect, substance abuse, violence, safety, and work habits. Each student and his or her parent or

guardian (if the student is a minor) will be required to verify that they have reviewed and understand the policies prior to enrollment.

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

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

Element 11. RETIREMENT SYSTEM

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

Staff at YouthBuild Charter School of California will participate in the federal social security system and/or will have access to other school-sponsored retirement plans according to policies developed by the governing board and in cooperation with ICSOS. The Charter School retains the option for its Board to elect to participate in the State Teachers' Retirement System ("STRS") and/or the Public Employees' Retirement System ("PERS") and to coordinate such participation, as appropriate, with the social security system or other reciprocal systems in future, should it find that participation enables the Charter School to attract and retain higher quality staff. Charter School staff will be eligible to participate if they meet eligibility requirements (i.e., a valid state teaching credential for teachers and/or a valid administrative credential for

administrators). If the Charter School should opt to participate in the STRS or PERS systems, ICSOS shall cooperate as necessary to forward any required payroll deductions and related data.

Element 12. PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

Governing Law: The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools. Education Code Section 47605(b)(5)(L).

No student may be required to attend the Charter School. Students who opt not to attend the Charter School may attend other traditional public schools or pursue an intra- or inter-district transfer in accordance with existing enrollment and transfer policies of their district or county of residence. Parents and guardians of each student enrolled in the Charter School will be informed on admissions forms that students have no right to admission in a particular school of a local education agency as a consequence of enrollment in the Charter School, except to the extent that such a right is extended by the local education agency.

Element 13. EMPLOYEE RETURN RIGHTS

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

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

Job applicants for positions at YouthBuild Charter School of California will be considered through an open process, and, if hired, will enter into a contractual agreement with the Charter School. All employees of the Charter School will be individually contracted on an at-will, year-to-year basis. The Chief Executive Officer of the Charter School or his/her designee(s) will be responsible for the selection of faculty and staff, using the mission, philosophy, and obligations outlined in the charter petition as a recruitment tool.

Element 14. DISPUTE RESOLUTION

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

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

Disputes Arising from within the Charter School

Disputes arising from within the Charter School, including all disputes among and between students, staff, parents, volunteers, advisors, partner organizations, and governing board members of the Charter School, shall be resolved pursuant to policies and processes developed by the Charter School. The Charter School shall also maintain a Uniform Complaint Policy and Procedures as required by state law. A copy of the Charter School's policies and internal dispute resolution process will be made available to parents, students, Board members, volunteers, and staff at the Charter School.

The County shall not intervene in any such internal disputes without the consent of the governing board of the Charter School and shall refer any complaints or reports regarding such disputes to the governing board or its designee for resolution pursuant to the Charter School's policies. The County agrees not to intervene or become involved in the dispute unless the dispute has given the County reasonable cause to believe that a violation of this charter or related laws or agreements has occurred, or unless the governing board of the Charter School has requested the County to intervene in the dispute.

Disputes between the Charter School and the Charter-Granting Agency

In the event that the Charter School and the County have disputes regarding the terms of this charter or any other issue regarding the Charter School and County's relationship, both parties agree to follow the process outlined below:

In the event of a dispute between the Charter School and the County, the staff and governing board members of the Charter School and the County agree to first frame the issue in written format and refer the issue to the County Superintendent and the Chief Executive Officer of the Charter School. In the event that the County believes that the dispute relates to an issue that could lead to revocation of the charter, this shall be specifically noted in the written dispute statement.

The Chief Executive Officer and Superintendent shall informally meet and confer in a timely fashion to attempt to resolve the dispute. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two governing board members from their respective boards who shall jointly meet with the County Superintendent and the Chief Executive Officer of the Charter School and attempt to resolve the dispute. If this joint meeting fails to resolve the dispute, the Superintendent and Chief Executive Officer shall meet to jointly identify a neutral, third party mediator. The format of the mediation session shall be developed jointly by the Superintendent and Chief Executive Officer, and shall incorporate informal rules of evidence and procedure unless both parties agree otherwise. The findings or recommendations of the mediator shall be non-binding, unless the governing boards of the Charter School and the County jointly agree to bind themselves.

Element 15. SCHOOL CLOSURE PROCEDURES

Governing Law: The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records. Education Code Section 47605(b)(5)(O).

In the event that YouthBuild Charter School of California closes, the assets and liabilities of the Charter School will be disposed of by the Charter School's governing board to another charter school, non-profit, or other appropriate entity in accordance with the asset disposition provisions of the Articles of Incorporation of the entity operating the Charter School. The entity responsible for closure will attend to enumerating and disposing of the assets and liabilities as directed in the Articles of Incorporation, and a final audit of the Charter School's assets and liabilities will be performed.

Upon matriculation, at the end of each school term, and upon graduation, parents or guardians of students will be provided with a printed or electronic transcript of their student's academic progress at the Charter School, along with other relevant information. Thus, in the event of a school closure, parents and students will possess an independent copy of potentially necessary pupil records. The Charter School's governing board may also provide for the transfer of such records to a responsible and willing school district, county office of education, or other qualified entity, if available at the time the Charter School closes. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g. Charter School resources allowing, former Charter School staff may be retained for a period of designated weeks or months after the Charter School's closure to ensure that student records are transferred to the families and/or appropriate agencies. In the event that no such willing repository is available, the records shall be maintained, disposed or destroyed in compliance with law and in a fashion that will ensure confidentiality of the records.

As soon as reasonably practical, the Charter School will prepare final financial records. The Charter School will also have an independent audit completed within six months after closure. The Charter School will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by the Charter School and will be provided to ICSOS promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to the Charter School.

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

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

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

AFFIRMATIONS AND DECLARATIONS

YouthBuild Charter School of California (the “Charter School”) will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

- The Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Sections 60605 and 60851, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(c)(1)]

The YouthBuild Charter School of California declares that it shall be deemed the exclusive public school employer of the employees of YouthBuild Charter School of California for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(b)(6)]

- The Charter School shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall not charge tuition. [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall admit all students who wish to attend the Charter School, unless the Charter School receives a greater number of applications than there are spaces for students, in which case each application will be given equal chance of admission through a public random drawing process. Except as required by Education Code Section 47605(d)(2), admission to the 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 Section 47605(d)(2)(B). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(d)(2)(C). [Ref. Education Code Section 47605(d)(2)(A)-(C)]
- The Charter School shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(d)(1)]

- The 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 Education Improvement Act of 2004.
- The Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]
- The Charter School shall ensure that teachers in the Charter School hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools is required to hold. As allowed by statute, flexibility will be given to noncore, non-college preparatory teachers. [Ref. Education Code Section 47605(1)]
- The Charter School shall at all times maintain all necessary and appropriate insurance coverage.
- The 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 Section 47612.5(a)(1)(A)-(D).
- If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last 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. [Ref. Education Code Section 47605(d)(3)]
- The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)(2)]
- The Charter School shall, on a regular basis, consult with its parents and teachers regarding the Charter School's educational programs. [Ref. Education Code Section 47605(c)]
- The Charter School shall comply with any applicable jurisdictional limitations to the locations of its facilities. [Ref. Education Code Sections 47605 and 47605.1]
- The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. Education Code Sections 47612(b) and 47610]
- The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the Every Student Succeeds Act ("ESSA").

- The Charter School shall comply with the Public Records Act.
- The Charter School shall comply with the Family Educational Rights and Privacy Act.
- The Charter School shall comply with the Ralph M. Brown Act.
- The Charter School shall meet or exceed the legally required minimum number of school days. [Ref. Title 5 California Code of Regulations Section 11960]

MISCELLANEOUS CLAUSES

1. Term

This charter for YouthBuild Charter School of California shall be for the term of five years, from July 1, 2018 to June 30, 2023.

2. Material Revisions

Any material revision to this charter shall be made by the mutual agreement of the governing boards of the Charter School and the County. Material revisions shall be made pursuant to the standards, criteria, and timelines in Education Code Section 47605.

3. Relationship of the Charter School to partnering organizations

As stated previously, YouthBuild Charter School of California exists as a legally and operationally independent entity that follows its operating corporation's own Bylaws, separate from any of its partnering organizations. At the same time, it is the Charter School's intent to work in partnership with these organizations. All arrangements for this partnership (e.g., facility uses/costs, etc.) will be specifically delineated through an annual memorandum of understanding with each specific partnering organization.

4. Communications

All official communications between YouthBuild Charter School of California and the charter-granting agency should be sent via First Class Mail or other appropriate means to the following addresses:

YouthBuild Charter School of California
2202 S. Figueroa
Los Angeles, CA 90007

Inyo County Superintendent of Schools
Drawer G
Independence, CA 93526

**District Impact Statement
YouthBuild Charter School of California
Inyo County Superintendent of Schools**

INTENT

This statement is intended to fulfill the terms of Education Code Section 47605 (g) and provides information regarding the operation and potential effects of YouthBuild Charter School of California on the Inyo County Superintendent of Schools. .

BUDGETS AND FINANCIAL REPORTING

Governing Law: The petitioner or petitioners shall also be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cashflow and financial projections for the first three years of operation. Education Code Section 47605(g).

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

- Budget narrative
- Financial projections and cash flow for three years of operation

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

The Charter School shall provide all required reports to the County Superintendent of Schools in accordance with Education Code Section 47604.33.

ADMINISTRATIVE SERVICES

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

The Charter School shall contract with ICSOS to receive administrative services, including financial management, human resources, and payroll, at a charge of approximately 6% of the Charter School's annual revenue. The Charter School has defined the specific terms and cost for these services in an annual operational agreement (or memorandum of understanding) with ICSOS.

According to applicable law, ICSOS also provides oversight and performance monitoring, including monitoring Charter School and student performance data, reviewing the Charter School's audit reports, performing annual site visits, engaging in any necessary dispute resolution processes, and considering charter amendment and renewal requests.

FACILITIES

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

YouthBuild Charter School of California uses the various facilities operated by the separate nonprofit and partnering organizations of the Charter School, which may include any conservation corps, job corps, YouthBuild, or WIOA-funded program within the state of California. Use of and costs for use of such facilities has been worked out between the Charter School and its partnering organizations via an annual memorandum of understanding. Currently, YouthBuild Charter School of California operates from the following facilities:

POTENTIAL CIVIL LIABILITY EFFECTS

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

Pursuant to Education Code Section 47604(c), the ICSOS shall not be liable for the debts or obligations of the Charter School or for claims arising from the performance of acts, errors or omissions by the Charter School if ICSOS has complied with all oversight responsibilities required by law.

The Charter School shall purchase general liability, property, and errors and omissions insurance to protect the Charter School's assets, staff, and governing board members.

OVERSIGHT

The Inyo County Superintendent of Schools may inspect or observe any part of the Charter School at any time, but shall provide reasonable notice to the Chief Executive Officer of the Charter School prior to any observation or inspection unless such notice would prevent the performance of reasonable oversight functions. The Inyo County Superintendent of Schools shall endeavor to provide such notice at least three (3) working days prior to the inspection or observation unless the Charter School's Board or Chief Executive Officer agrees otherwise. Inspection, observation, monitoring, and oversight activities may not be assigned or subcontracted to a third party by Inyo County Superintendent of Schools without the mutual consent of the governing board of the Charter School.

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

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

ICSOS agrees to receive and review the annual fiscal and programmatic audit and annual performance report and to perform the annual site visit and other accountability policies and procedures mutually agreed upon by the charter school and charter-granting agency. Within two months of this annual review, the charter-granting agency must notify the governing board of the Charter School as to whether it considers the Charter School to be making satisfactory progress relative to the goals specified in this charter. This annual notification will include the specific reasons for the charter-granting agency's conclusions.

RENEWAL

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