

Montague Charter Academy for the Arts and Sciences



Los Angeles Unified School District

**Charter Renewal Petition
Submitted November 14, 2024**

**Request for Five-Year Renewal Term
July 1, 2025 to June 30, 2030**

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Assurances, Affirmations, and Declarations

Montague Charter Academy (also referred to herein as “MCA” and “Charter School”) shall:

- Be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code (hereinafter “Ed. Code”) § 47605(e)(1).)
- Not charge tuition. (Ed. Code § 47605(e)(1).)
- Not discriminate against any pupil on the basis of 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, including immigration status. (Ed. Code § 47605(e)(1); Ed. Code § 220.)
- Except as provided in Education Code section 47605(e)(2), admission to a charter school shall not be determined according to the place of residence of the pupil, or of his or her parent or legal guardian, within this state, except that an existing public school converting partially or entirely to a charter school under this part shall adopt and maintain a policy giving admission preference to pupils who reside within the former attendance area of that school. (Ed. Code § 47605(e)(1).)
- Admit all pupils who wish to attend Charter School. (Ed. Code § 47605(e)(2)(A).)
- Except for existing pupils of Charter School, determine attendance by a public random drawing if the number of pupils who wish to attend Charter School exceeds Charter School’s capacity. Preference shall be extended to pupils currently attending Charter School and pupils who reside in the Los Angeles Unified School District (also referred to herein as “LAUSD” and “District”). Preferences shall not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation, and shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment. (Ed. Code § 47605(e)(2)(B).)
- Charter school shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code section 47605(e)(2)(B)(iii). (Ed. Code § 47605(e)(4).)
- If a pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, 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. (Ed. Code § 47605(e)(3).)
- Meet all statewide standards and conduct the pupil assessments required pursuant to Education Code sections 60605 and 60851 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non-charter public schools. (Ed. Code § 47605(d)(1).)

- Consult, on a regular basis, with Charter School’s parents, legal guardians, and teachers regarding the school’s educational programs. (Ed. Code § 47605(d)(2).)

Charter School hereby declares that Charter School, operated as or by its nonprofit public benefit corporation, is and shall be the exclusive public school employer of Charter School’s employees for the purposes of the Educational Employment Relations Act (EERA), Chapter 10.7 (commencing with Section 3540) of Division 4 of Title I of the Government Code. Charter School shall comply with all provisions of the EERA and shall act independently from LAUSD for collective bargaining purposes. In accordance with the EERA, employees may join and be represented by an organization of their choice for collective bargaining purposes.

NOTE: This Charter contains specific “Federal, State and District Required Language” (FSDRL), including the *Assurances, Affirmations, and Declarations* section above. The FSDRL should be highlighted in gray within each Charter element or section. The final section of the Charter provides a consolidated addendum of the FSDRL. This intentional redundancy facilitates efficient charter petition review while ensuring ready access to the FSDRL for any given section of the Charter. To the extent that any inconsistency may exist between any provision contained within the body of the Charter and the FSDRL contained in the addendum, the provisions of the FSDRL addendum shall control.

Element 1 – The Educational Program

“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.” (Ed. Code § 47605(c)(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, 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.” (Ed. Code § 47605(c)(5)(A)(ii).)

“If the proposed charter school will serve high school pupils, a description of 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.” (Ed. Code § 47605(c)(5)(A)(iii).)

LOCAL CONTROL FUNDING FORMULA (LCFF) AND LOCAL CONTROL AND ACCOUNTABILITY PLAN (LCAP)

Charter School acknowledges and agrees that it must comply with all applicable laws and regulations related to AB 97 (2013) (Local Control Funding Formula), as they may be amended from time to time, which include the requirement that Charter School shall annually submit a Local Control and Accountability Plan (LCAP)/annual update to the Los Angeles County Superintendent of Schools and the Charter Schools Division (CSD) on or before July 1. In accordance with Education Code sections 47604.33 and 47606.5, Charter School shall annually update its goals and annual actions to achieve those goals identified in the charter pursuant to Education Code section 47605(c)(5)(A)(ii), using the Local Control and Accountability Plan template adopted by the State Board of Education, as it may be changed from time to time. Charter School shall comply with all requirements of Education Code section 47606.5, including but not limited to the requirement that Charter School “shall consult with teachers, principals, administrators, other school personnel, parents, and pupils in developing the local control and accountability plan and annual update to the local control and accountability plan.” (Ed. Code § 47606.5(d).)

ACADEMIC CALENDAR AND SCHEDULES

Charter School shall offer, at a minimum, the number of minutes of instruction set forth in Education Code section 47612.5, and the number of school days required by *California Code of Regulations*, title 5, section 11960.

MATHEMATICS PLACEMENT

Charter School shall comply with all applicable requirements of the California Mathematics Placement Act of 2015.

TRANSITIONAL KINDERGARTEN

Charter School shall comply with all applicable requirements regarding transitional kindergarten. For purposes of admission to Charter School, transitional kindergarten shall be considered a part of kindergarten, and therefore students enrolled in transitional kindergarten at Charter School shall be considered existing students of Charter School for purposes of Charter School's admissions, enrollment, and lottery.

WASC ACCREDITATION

If Charter School serves students in grades 9-12, before Charter School graduates its first class of students, Charter School shall obtain, and thereafter maintain, Western Association of Schools and Colleges (WASC) accreditation.

ENGLISH LEARNERS

Charter School shall identify potential English Learners in a timely manner in accordance with all applicable legal requirements. Charter School must provide all English Learners with an effective English language acquisition program that also affords meaningful and equitable access to Charter School's core academic curriculum. Instructional plans for English Learners must be (1) based on sound educational theory; (2) adequately supported with trained teachers and appropriate materials and resources; and (3) periodically evaluated to make sure the program is successful and modified when the program is not successful.

On an annual basis, upon request, Charter School shall submit a certification to the LAUSD Charter Schools Division (CSD) that certifies that Charter School has adopted and is implementing either the LAUSD Master Plan for English Learners and Standard English Learners *or* Charter School's own English Learner (EL) Master Plan. If Charter School chooses to implement its own EL Master Plan, the plan shall provide a detailed description of Charter School's EL program, and shall address the following:

How Charter School's EL Master Plan provides all of its English Learners, including but not limited to Long Term English Learners (LTELs) with an effective English language acquisition program as well as meaningful and equitable access to Charter School's core academic curriculum;

- How English Learners' specific needs will be identified;
- What services will be offered;
- How, where, and by whom the services will be provided;
- How Charter School will evaluate its EL program each year, and how the results of this evaluation will be used to improve the program, including the provision of EL services.

Each year, Charter School shall provide to the CSD a report on its annual evaluation of the effectiveness of its EL program. Upon request, Charter School shall provide a copy of its current EL Master Plan to the CSD.

Charter School shall administer the ELPAC/ELPAC annually in accordance with federal and state requirements.

Charter School shall reclassify English Learners in accordance with federal and state requirements.

Charter School shall provide parent outreach services and meaningfully inform parents with limited English proficiency of important information regarding Charter School matters to the same extent as other parents.

STUDENTS WITH DISABILITIES

Federal Law Compliance

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.

Special Education Program

Charter School shall ensure that no student otherwise eligible to enroll in Charter School shall be denied, directly or indirectly, admission due to a disability or to Charter School's inability to provide necessary services. Charter School acknowledges that policies and procedures are in place to ensure the recruitment, enrollment, service, and retention of students with disabilities at LAUSD-authorized charter schools, including Charter School.

Prior to LAUSD Board of Education approval of an initial Charter petition, and if a renewing Charter School intends to operate as a "school of the district" for special education services, Charter School shall execute a Memorandum of Understanding ("MOU") by and between LAUSD and Charter School regarding the provision and funding of special education services consistent with applicable state law and the LAUSD Special Education Local Plan Area ("SELPA") Local Plan for Special Education and shall be considered a "public school of the District" for purposes of Special Education pursuant to Education Code section 47641(b). However, Charter School reserves the right to make written verifiable assurances that it may become an independent local educational agency (LEA) and join a SELPA pursuant to Education Code section 47641(a) either on its own or with a grouping of charter school LEAs as a consortium following the requirements of Education Code section 56195.3(b). In this instance, Charter School will execute a MOU with LAUSD on provisions of special education as a member of a non-LAUSD SELPA.

SELPA Reorganization

The Los Angeles Unified School District is approved to operate as a single-District SELPA under the provisions of Education Code section 56195.1(a). As a single-District SELPA, the District has created two charter school sections (District-operated Programs and Charter-operated Programs) under the administration of one single Administrative Unit pursuant to a reorganization plan approved by the Board of Education on January 4, 2011 (149/10-11). Full implementation of the reorganized LAUSD SELPA commenced in the 2013-2014 school year requiring all District-authorized charter schools to elect one of the three options available under the LAUSD SELPA. Prior to an option election, all District-authorized charter schools were required to participate as a school of the District under the District-Operated Programs Unit. Prior to the beginning of the 2013-2014 school year, all District-authorized charter schools, other than those that had previously executed an Option 3 Memorandum of Understanding ("MOU"), were required to execute a new MOU setting forth the LAUSD SELPA option election for the remainder of the charter petition term. The Charter-operated Program schools do not have LEA status for the purposes of special education but will function in a similar role in that each charter school will be responsible for all special education requirements, including but not limited to services, placement, due process, related services, special education classes, and special education supports. Charter schools that have elected to participate in a District-operated programs option may apply for membership in the Charter-operated Program section of the SELPA. Charter schools accepted for participation in

the Charter-operated Programs section receive support from a Special Education Director for the Charter-operated Programs.

Use of District’s Special Education Policies and Procedures and Data Systems

All charter schools approved by the LAUSD Board of Education are bound by and must adhere to the terms, conditions and requirements of orders imposed upon the District pertaining to special education. All charter schools are required to use the District’s Special Education Policies and Procedures Manual and Welligent, the District-wide web-based software system used for online Individualized Education Programs (“IEPs”) and tracking of related services provided to students during the course of their education.

All charter schools are required to interface with My Integrated Student Information System (MiSiS) via a web-based Application Programming Interface (API). MiSiS is a suite of applications which is designed to capture all student data.

General Information

The name and title of the contact person for the Charter School is:	Jose Salas, Executive Director
The contact address for the Charter School is:	Montague Charter Academy 13000 Montague Street Pacoima, CA 91331
The contact phone number for Charter School is:	(818) 899-0215
The current address of the Charter School is:	Montague Charter Academy 13000 Montague Street Pacoima, CA 91331
This location is in LAUSD Board District:	6
This location is in LAUSD Region:	North
The grade configuration of the Charter School is:	TK-5
The number of students in the first year (should align with Year 1 of the rollout plan, as well as the budget) will be:	855
The grade level(s) of the students in the first year will be:	TK-5
The Charter School’s scheduled first day of instruction in 2025-26 is:	August 12, 2025
The enrollment capacity will be: (Enrollment capacity is defined as the total number of students who may be enrolled in Charter School regardless of student residency.)	955
The type of instructional calendar (e.g., traditional/year-round, single track/multi-track, extended day/year) will be:	Traditional
The regular bell schedule (e.g., daily hours) for Charter School will be:	8:15 am to 2:40 pm
The term of this Charter for Middle and High performing schools.	July 1, 2025 – June 30, 2030

Community Need for the Charter School

Montague Charter Academy for the Arts and Sciences (“Montague Charter Academy” or “MCA”) is an independent conversion charter school located in Pacoima, California. As a conversion charter school authorized by the Los Angeles Unified School District, MCA honors LAUSD’s original attendance boundary for students who would have been assigned to the former Montague Elementary based on residency. MCA currently enrolls over 879 students in transitional kindergarten (“TK”)-5th grade. The enrollment for the 2023-24 school year consisted of students from the following ethnic backgrounds: Hispanic/Latino (93.8%), White (1.3%), African American (1.2%) and other ethnicities such as American Indian/Alaska Native, Asian, Filipino. MCA’s cultural diversity is enhanced by the backgrounds of its students who are approximately 87% socioeconomically disadvantaged (“SED”), 43% English learners (“EL”), 15% students with disabilities (“SWD”), 3% homeless, and 0.6% foster youth.

After nearly 27 years serving the Pacoima area, MCA understands the unique needs of the community and has developed strong programs to meet the diverse needs of its students and families. For that reason, enrollment has continued to grow over the past six years. The table below shows the enrollment summary over the past charter term. The MCA campus was built over 60 years ago and maintains its original charm and modern-day functionality on six acres. As a conversion charter school, LAUSD conducts all maintenance and facility improvements, as well as addressing normal wear and tear.

Student Group Multi-Year Enrollment Summary 2017-2024							
	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
Hispanic	96%	96%	95%	96%	94%	94%	95%
English Learners	41%	39%	39%	40%	42%	43%	43%
Foster	0.6%	1%	0.4%	0%	0.5%	0.6%	0.5%
Homeless	0%	1%	1%	0.5%	3 %	3%	2%
Students with Disabilities	9%	10%	9%	12%	11%	15%	13%
Socioeconomically Disadvantaged	91%	93%	89%	87%	84%	87%	87%
Total Enrollment	814	819	823	824	842	836	854

Source: California Department of Education DataQuest retrieved August 31, 2024. “Enrollment Multi-Year Summary by Ethnicity”, “Enrollment by Subgroup” reports 2017 through 2024, and “Enrollment by English Language Acquisition Status reports 2017 through 2024.

Montague has been a cornerstone of the diverse, and changing Pacoima community, over time serving Japanese, Latinx, Black, and White families since 1944.

In 1995, in response to district reductions in teaching staff, arts, and science programs, a united community of teachers and community leaders led an effort to convert Montague Elementary into a charter public school, Montague Charter Academy. And since 1997, this teacher-led effort, the Montague Charter Academy has maintained high standards for student success and community engagement. Seventy-five percent of current MCA teachers have been with the school 20 years, some of them with over 30 years in service to Montague – all of whom continue to honor the legacy of the almost 70-year-old school to this day. MCA began by maintaining a relationship with certificated and classified union representation, and students and the community continue to benefit from those relationships.

Leadership Turnaround

The 2017-18 school year saw the beginning of both immediate and years-long improvements with the hiring of a new Executive Director/Principal, Mr. Jose Salas, and the leadership team he assembled shortly after joining MCA. Since then, the new administrative and instructional team has made tremendous gains in supporting teacher and community leadership and securing stable operations and finances for MCA. The MCA team hired more teacher assistants (“TA”) and Special Education (“SPED”) staff; restarted intervention programs; trained teachers in and utilized Eureka and Benchmark; and provided every 3rd -5th grade student with a Chromebook.

Pre-Pandemic

As with many organizations, MCA experienced a period that challenged its strength and stability. Starting in the mid-2000s, the Charter School experienced a disappointing number of 12 school leaders in 10 years, a turnover rate that significantly impacted areas of academic and operational performance. EL reclassification was low, enrollment dropped below previous levels, and students did not have individual access to laptops or desktop computers. Special Education students faced additional challenges and the Charter School was placed on state SPED probation in 2017 due to low test scores and low identification rates. Multiple notices to correct were issued by LAUSD for financial shortfalls.

In spite of those difficulties and the revolving door of principals, MCA teachers took the lead on instructional leadership and the Charter School remained academically strong, evidenced by Smarter Balance Assessment Consortium (“SBAC”) scores improving from previous years and the implementation of i-Ready formative and summative assessments. MCA remained a safe haven for students, due in no small part, to the commitment of teacher leadership. The only thing missing was strong organizational management and support from a committed leadership team.

Special Education

After a survey of the landscape at MCA, Mr. Salas and his team created infrastructure to support student success. Some notable changes included: increasing assessment access and hiring more SPED staff to support truly individualized plans for students; hiring more teacher assistants to implement small group, targeted instruction; sending all teachers through formal training for Eureka and Benchmark programs, ensuring implementation of core curriculum with fidelity; and moving toward a 1:1 technology initiative. Significant changes and increase in staffing were made possible after MCA moved from LAUSD’s Special Education Charter Operated Programs Option 2 to Option 3, freeing up additional funding which allowed the Charter School to reinvest those savings back into more Special Education services and staff. The Charter School now excels in services to SPED students, with steady growth on local and state assessments for that subgroup since 2018. It is that improvement that enabled MCA to be removed from Performance Indicator Review (PIR) probation for SPED by the California Department of Education (“CDE”) in 2021. Since 2016-17, the percentage of students enrolled with disabilities also has increased, from 9% to 13% with as high as 15% in 2022-2023.

Impact of COVID-19 on the MCA Community

Very little needs to be said about the devastating impact that the COVID-19 (“COVID”) pandemic, that began in 2019-20, had on public education. As with all students, MCA students

were sent home and missed valuable learning time and developmental benchmarks. In particular, MCA's 2023-24 5th grade students were in 1st grade when they were sent to distance learning for the next two years. Isolated by COVID, that 5th grade cohort missed developmentally appropriate instruction including essential conceptually based, hands-on math lessons and reading instruction focused on phonemic awareness and fluency. . Additional challenges included:

- Instruction and attendance interruptions were joined by an interruption to standardized metrics and viable assessment.
- An abbreviated SBAC in 2020-21. This was the first year the students who were in first grade during school closure could test, making it difficult to monitor progress, or have reliable year-over-year data to base instructional decisions on;
- MCA couldn't conduct intervention as it had in prior years due to health safety protocols;
- When in-person instruction did finally resume, the social distancing and mandate to keep groups of students in 'pods' created a challenge for true, leveled intervention to occur, further slowing the ability of teachers and aides to restore lost learning. Masking requirements impacted language development since students were unable to use visual cues (e.g., lip reading, facial expressions) which impeded comprehension.

The Pacoima area around Montague Charter Academy was notoriously one of the most adversely affected in Los Angeles County, with a staggering number of cases and related deaths, compared to the rest of the county, according to the LA County COVID 19 Vulnerability and Recovery Index. Between fear of the spread of COVID, and a disruption in typical patterns, MCA went from very low absenteeism to a large number of absences. Fortunately, with concerted efforts in family engagement by MCA staff, regular attendance has returned, further supporting student success.

Following the pandemic, and at a time when many schools were experiencing decreasing enrollment, MCA saw yet another increase in enrollment based in large part on its reputation and word-of-mouth recruitment from current families. Those referrals have continued to keep MCA enrollment numbers robust, allowing the Charter School to maintain strong programs for both academics and enrichment. Without a clear explanation as to why, attendance of foster youth and students experiencing housing insecurities at MCA tripled. A decidedly difficult experience for each of those students, MCA is grateful to be a safe place for many of the hardest hit students and families in the Pacoima area. Similarly, the number of EL and SPED students continued to increase each year, from 2021 to 2024.

Though MCA's 5th grade cohort still experiences the impact of learning-loss from the disruptions to meaningful in-person instruction between 2019-22, MCA teachers used research-proven Multi-Tiered System of Supports ("MTSS") intensive individualized and small group interventions alongside whole-class core instruction.

Today

Currently, of the 341 California public similar schools (serving more than 800 students in TK through 5th grade, with more than 80% socioeconomically disadvantaged, and 40% English

Learners), MCA ranks in the top 22% and 77th in the State. MCA 4th graders rank 48th in math and 36th in English Language Arts (“ELA”)–the top 14% and 10% respectively.

STATE TEST DASHBOARD

Ranking Tool

Reset Filters Download PDF parsec

Select an Educational Agency **Select a Single Year**

Educational Agency: (1) Year: 2024 (1) County: District Type: District: School Type: Elementar... (1) School: Grade: All Grades (1) Student Group: (All Students) All Students (1) Grades Served: K-5 (1) Charter: Magnet: No (1)

Student Enrollment: 841 Econ. Disadvantaged Percent: 100.00% English Learner Percent: 40.00%

Overall ELA Results

County	District	School	UPC Percent	Met + Exceeded...	Scores
65. Los Angeles	Los Angeles Unified	West Vernon Avenue Eleme...	97%	34.52%	214
69. Los Angeles	Los Angeles Unified	Sixth Avenue Elementary	92%	34.81%	158
70. Riverside	Desert Sands Unified	Martin Van Buren Elementary	96%	34.73%	262
71. Merced	Planada Elementary	Planada Elementary	94%	34.7%	268
72. Los Angeles	Los Angeles Unified	Van Nuys Elementary	97%	34.62%	208
73. Fresno	Kings Canyon Joint Uni...	McCord Elementary	97%	34.56%	217
74. Los Angeles	Lennox	Felton Elementary	95%	34.41%	186
75. San Diego	Escondido Union	Glen View Elementary	88%	34.34%	265
76. Los Angeles	Los Angeles Unified	Maurice Sendak Elementary	96%	34.24%	184
77. Los Angeles	Los Angeles Unified	Montague Charter Academy	90%	34.18%	392
78. Riverside	Val Verde Unified	Manuel L. Real Elementary	96%	34.04%	332
79. Los Angeles	Montebello Unified	Bell Gardens Elementary	90%	33.96%	318
80. Los Angeles	Los Angeles Unified	Coldwater Canyon Elementa...	95%	33.88%	242
81. Tulare	Terra Bella Union Eleme...	Terra Bella Elementary	97%	33.78%	222
82. Los Angeles	Los Angeles Unified	Hazeltine Avenue Elementary	94%	33.78%	299
83. Orange	Westminster	Schmitt Elementary	93%	33.77%	154
84. Los Angeles	Los Angeles Unified	Andres and Maria Cardenas ...	96%	33.67%	196
85. San Diego	San Diego Unified	Cherokee Point Elementary	94%	33.58%	134
86. Orange	Santa Ana Unified	Heroes Elementary	97%	33.49%	218
87. Fresno	Kings Canyon Joint Uni...	Alta Elementary	86%	33.33%	165
88. Los Angeles	Los Angeles Unified	Nevin Avenue Elementary	98%	33.04%	227

Overall Math Results

County	District	School	UPC Percent	Met + Exceeded...	Scores
35. Los Angeles	Los Angeles Unified	Larson-Lore Academy of En...	96%	35.65%	152
36. San Diego	San Diego Unified	Sherman Elementary	88%	35.54%	242
37. Santa Clara	Moreland	Leroy Anderson Elementary	90%	35.44%	158
38. Los Angeles	Los Angeles Unified	Madison Elementary	95%	35.29%	255
39. Merced	Winton	Sybil N. Crookham Elementa...	97%	35.06%	154
40. Los Angeles	Los Angeles Unified	ISANA Cardinal Academy	95%	34.97%	143
41. Los Angeles	Los Angeles Unified	Twentieth Street Elementary	94%	34.93%	229
42. Orange	Santa Ana Unified	Fremont Elementary	89%	34.92%	189
43. Tulare	Cutler-Crosi Joint Unif...	Golden Valley Elementary	93%	34.75%	305
44. Los Angeles	Los Angeles Unified	Montague Charter Academy	90%	34.34%	399
45. Fresno	Kings Canyon Joint Uni...	Sheridan Elementary	96%	34.29%	210
46. Orange	Westminster	Schmitt Elementary	96%	34.18%	158
47. Orange	Santa Ana Unified	Edward B. Cole Academy	96%	34.13%	208
48. Los Angeles	Montebello Unified	Bell Gardens Elementary	90%	33.86%	319
49. Imperial	Holtville Unified	Emmett S. Finley Elementary	88%	33.83%	266
50. San Diego	San Diego Unified	Hamilton Elementary	96%	33.69%	187
51. Los Angeles	Los Angeles Unified	Reseda Elementary	90%	33.54%	158
52. San Franci...	San Francisco Unified	Moscone (George R.) Elemen...	90%	33.52%	179
53. Los Angeles	Los Angeles Unified	Sally Ride Elementary: A SM...	96%	33.33%	186
54. Orange	Santa Ana Unified	Martin Elementary	93%	32.94%	255
55. Riverside	Desert Sands Unified	Martin Van Buren Elementary	96%	32.71%	266

Overall ELA Results

County	District	School	Low Income	English Learner	Met + Exceeded...	Scores
35. Los Angel...	Los Angeles Unified	Ramona Elementary	95%	57.52%	42.86%	35
36. Los Angel...	San Gabriel Unified	Roosevelt Elementary	91%	42.98%	42.86%	42
37. Los Angel...	Lennox	Moffett Elementary	95%	57.64%	42.73%	110
38. Los Angel...	Los Angeles Unified	Union Avenue Elem...	89%	47.53%	42.37%	118
39. San Diego	San Diego Unified	Ibarras Elementary	94%	59.48%	42.22%	45
40. Alameda	Oakland Unified	Madison Park Acade...	99%	52.42%	41.94%	31
41. Los Angel...	Los Angeles Unified	Reseda Elementary	89%	44.19%	41.67%	48
42. Fresno	Kings Canyon Joint...	A. L. Conner Elemen...	99%	44.24%	41.51%	53
43. Los Angel...	Los Angeles Unified	Alexandria Avenue El...	91%	42.91%	41.1%	73
44. Los Angel...	Lennox	Jefferson Elementary	94%	42.88%	40.98%	122
45. Los Angel...	Los Angeles Unified	Twentieth Street Ele...	93%	40.6%	40.96%	83
46. Los Angel...	Los Angeles Unified	Figueroa Street Ele...	97%	42.46%	40.91%	66
47. Los Angel...	Los Angeles Unified	Gratts Learning Acad...	96%	43.48%	40.79%	76
48. Los Angel...	Los Angeles Unified	Montague Charter A...	87%	43.27%	39.55%	134
49. Los Angel...	Los Angeles Unified	Quincy Jones Eleme...	95%	45.22%	39.39%	33
50. San Joaq...	Tracy Joint Unified	South/West Park Ele...	81%	56.12%	39.01%	141
51. San Franc...	San Francisco Unif...	Moscone (George R.)...	81%	61.65%	38.98%	59
52. Los Angel...	Long Beach Unified	Lincoln Elementary	93%	45.43%	38.82%	152
53. Tulare	Cutler-Crosi Joint ...	Golden Valley Eleme...	91%	41.91%	38.78%	98
54. Los Angel...	Los Angeles Unified	Magnolia Avenue Ele...	100%	47.62%	38.61%	101
55. Vanhu...	Imperial	Harrison Element...	98%	54.01%	37.84%	74

Overall Math Results

County	District	School	Low Income	English Learner	Met + Exceeded...	Scores
23. San Franc...	San Francisco Unif...	Moscone (George R.)...	81%	61.65%	42.37%	59
24. Los Angel...	Los Angeles Unified	Newcastle Elementa...	91%	42.66%	42.11%	38
25. Orange	Santa Ana Unified	Monroe Elementary	86%	61.18%	41.38%	29
26. San Joaq...	Tracy Joint Unified	South/West Park Ele...	81%	56.12%	41.22%	148
27. Los Angel...	Los Angeles Unified	Figueroa Street Ele...	97%	42.46%	41.18%	68
28. Los Angel...	Los Angeles Unified	Bellingham Element...	96%	40.11%	40.58%	69
29. Los Angel...	Los Angeles Unified	Quincy Jones Eleme...	95%	45.22%	40.54%	37
30. Los Angel...	Los Angeles Unified	Nevin Avenue Eleme...	97%	45.53%	40.28%	72
31. Fresno	Kings Canyon Joint...	McCord Elementary	97%	45.68%	39.73%	73
32. Marin	San Rafael City Ele...	Laurel Dell Elementa...	94%	78.09%	39.13%	46
33. San Diego	San Diego Unified	Sherman Elementary	83%	43.68%	39.13%	92
34. Los Angel...	Montebello Unified	Bell Gardens Elemen...	84%	41.27%	39.09%	110
35. Los Angel...	Los Angeles Unified	Ramona Elementary	95%	57.52%	38.89%	36
36. Los Angel...	Los Angeles Unified	Montague Charter A...	87%	43.27%	38.69%	137
37. Los Angel...	Los Angeles Unified	Frank del Olmo Ele...	98%	47.11%	38.46%	78
38. San Diego	San Diego Unified	Hamilton Elementary	94%	49.76%	38.33%	60
39. Alameda	Oakland Unified	ACORN Woodland EL...	97%	64.83%	38.18%	55
40. Los Angel...	Los Angeles Unified	Sixth Avenue Eleme...	90%	41.34%	38.1%	42
41. Los Angel...	Lennox	Jefferson Elementary	94%	42.88%	37.7%	122
42. Imperial	Holtville Unified	Emmett S. Finley Ele...	84%	56%	37.51%	104
43. Fresno	Kings Canyon Joint...	A. L. Conner Elemen...	99%	44.76%	37.61%	66

MCA’s Board of Directors (“Board”) leadership is at its highest level of strength since the founding of the Charter School, reflecting a diversity of representatives and skill sets, each a voice from the local or school communities. The collaborative spirit and full commitment supports decisions that are student centered, not self-centered as it may have been at times in the past. Charter School leadership has committed to consistent, ethical, and equitable treatment of its teachers, students, and parents, continuing to strengthen MCA for longevity and legacy.

Prior to the leadership and Board changes in 2018, MCA had a \$2 million net assets deficit. Wise financial management and continuously increasing enrollment has led to a \$10 million reserve and a fully-funded employment retirement plan. Where the charter school authorizer had once expressed operational concerns, these concerns have been resolved and the Charter School now maintains efficient and effective processes and decision-making.

MCA continues to maintain a strong relationship with the Pacoima community, and benefits from families engaged in the educational program and the vision and mission of the Charter School. A parent volunteer program remains successful, while MCA continues to further empower parents and families to become more active in decision making and exhibiting leadership.

MCA was a “community school” long before funding was offered for the “Community Schools” designation. MCA has been supporting families and the community beyond academics for many years by providing dental clinics, eye clinics, vaccines, COVID tests, food boxes, and much more. The MCA Community Schools Program has committed to increasing outreach and opportunities for parents to learn how to support their students, academically and emotionally. Monthly CSSP meetings for parents range from academic standards, state assessments, supporting the child at home, computer training, parenting, community resources, English as a Second Language (“ESL”) classes through Mission College, and understanding data/platforms for instruction.

Strong parent-school partnerships enhance the academic, social, emotional, and physical development of its students. A distinguishing feature of MCA is its continued commitment to the Arts and Sciences Program by employing four additional credentialed teachers to teach in Science Labs, Art Labs, and Music classes. MCA provides intervention during the day and after school, and every teacher has a half-day assistant and additional counselors. The combination of rigor, extra support, high-interest enrichment and activities make Montague Charter Academy a sought-after community school. MCA staff (certificated and classified) provide the necessary instruction and support to address student academic gaps and social-emotional (“SEL”) needs. Teachers, parents, and community members remain influential in important school-level decisions through the following four standing committees-- Community Relations, Budget, Personnel, and Curriculum Committees as well as the English Learner Advisory Committee (“ELAC”) and School Site Council (“SSC”).

The family struggles after the COVID pandemic highlighted the need for additional support to our families. MCA expanded its Expanded Learning Opportunities Program (“ELOP”) and after school services so every family that needed after school help would receive it. The MCA food program and other supports have expanded as well, with the addition of several grants, including the Farm to Table Grant and the Community Schools Grant. In 2023-24 MCA was granted full implementation Community Schools funding. While the community still feels the impact of COVID, MCA teachers and administration are making progress, increasing attendance and creating a safe and healthy environment.

As MCA embarks on the process for charter renewal, MCA recognizes the last six years have been focused on rebuilding through transition. MCA is proud to demonstrate a stabilized financial standing due to continuous enrollment increases and wise financial decision-making,

along with improvement in both achievement outcomes and District oversight scores. MCA is looking forward to continuing to offer a deserving community a program that integrates best practices in public education to infuse the arts and sciences beyond standardized assessment in a safe and welcoming environment.

Performance of English Learners

Summative ELPAC

Following the pandemic, English Learners at MCA are performing at a level higher than the pre-pandemic school year of 2018-19. MCA’s summative English Language Proficiency Assessments for California (“ELPAC”) scores have steadily increased over the past four years, increasing from 4.48% in 2020-21 to 12.87% during the 2023-24 school year. The 8.4% growth rate outpaced LAUSD’s rate of 5.1% and the State’s 0.6% rate.

MCA’s improvement is a result of an intentional effort to increase staff and resources following the 2018 change in leadership. A concerted effort from MCA’s English Language Arts (“ELA”)/English Language Development (“ELD”) Coordinator position introduced in 2019 and intentional efforts on behalf of teaching staff and administration have had tremendous impact on student EL growth.

Additionally, MCA implemented staff development focusing on researched-based ELD strategies (Thinking Maps, Closed Reading, Sentence Frames, Etc.) and data analysis. MCA became more focused on the difference between Integrated ELD and Designated ELD. MCA developed its own English Learner Master Plan in 2019 to more closely customize a plan for our EL community and its progress. The new plan redefined our Designated ELD effort and saw the development of our English Learners Newcomer Intervention Program (“ELNIP”) and the addition of an ELD Department Paraprofessional to support our Coordinator with progress monitoring and support of students. Our ELNIP includes direct language development intervention and use of the LEXIA software. All students meeting EL requirements are eligible for MCA’s schoolwide intervention program.

English Language Proficiency Assessments for California 2017-24							
<i>Percent Proficient</i>							
	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
Montague Charter Academy	33.75%	12.04%	n/a	4.48%	8.12%	9.26%	12.87%
Los Angeles Unified	29.51%	15.59%	n/a	11.25%	14.56%	16.27%	16.31%
California	30.56%	16.4%	n/a	13.98%	15.57%	16.5%	14.63%

Source: California Department of Education: California Assessment of Student Performance and Progress – Summative ELPAC, 2017 to 2023.

Reclassification

MCA’s reclassification rate has steadily improved over the past four years, from 2% in 2020-21 to 16% in 2023-24. Additionally, initiatives and improvements for EL students discussed earlier (Professional Development (“PD”), EL Master Plan, etc.) are in part a result of MCA’s

revamped Long-Term English Learners (“LTEL”) Prevention Program and the additional support it provides.

While MCA does not officially have Long Term English Learners, MCA offers a program to help students from being classified as LTELs in middle school. The program includes 1:1 academic support, periodic data chats, test prep, and mentoring. MCA’s new EL Coordinator and dedicated assistant provide significant support to EL students and improve redesignation, as exemplified in MCA's c 2023-24 data.

2019-20 observations and internal data showed that more EL strategies were needed in the classroom, and that not enough scaffolding was taking place during instruction. In response, MCA developed a professional development that included specific training. MCA also implemented teacher learning walks to showcase best practices, monitored students using a data dashboard, and conducted “data chats.” As a result, internal measures mirrored the same level of rigor and success as SBAC results.

Because of remote learning, MCA learned how the technology used remotely could enhance in-person learning. MCA purchased interactive boards for every classroom, allowing teachers to utilize the ability to create lessons that were more interactive and visually engaging, which led to a 14% increase in student performance over the past four years.

English Learner Reclassification Rates 2017-2024							
	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
Montague Charter Academy	21%	17%	9%	2%	5%	7%	16%
Los Angeles Unified	20%	23%	16%	6%	n/a	n/a	n/a
California	15%	14%	14%	9%	n/a	n/a	n/a

Source: Ed-Data: Education Data Partnership CDE/EdSource/FCMAT. <https://ed-data.org/school/Los-Angeles/Los-Angeles-Unified/>. Accessed 21 July 2024.

Evidence of Meeting Charter Renewal Criteria

Introduction

Pursuant to the amendments made to Education Code Section 47607, and the creation of Education Code Section 47607.2, by Assembly Bill 1505 (2019), at the time of charter renewal, a chartering authority shall consider the performance of the charter school on the state and local indicators reported on the California School Dashboard (“Dashboard”), and, in some circumstances, the performance of the Charter School on assessments deemed to be verified data.

In addition to the shift toward assessing Dashboard data, Assembly Bill 1505 also created a three-tiered system of evaluating charter schools’ performance, plus a separate category for Dashboard Alternative School Status schools. Each of the three tiers has unique qualifying criteria.

The three performance categories are as follows:

- High Performing – Presumptive renewal if the charter school meets the established renewal criteria – Education Code Section 47607(c)(2).
- Low Performing – Presumptive non-renewal if the charter school meets the non-renewal criteria, unless the chartering authority makes a finding to approve for a two-year term – Education Code Section 47607.2(a).
- Middle Performing – Renewal unless the charter school failed to meet or make sufficient progress toward meeting standards and closure is in the best interest of students, evaluated using the Dashboard and Education Code Section 47607.2(b).

The California Department of Education evaluates all charter schools and places them on renewal tracks annually and makes that report available to the public. For the first time since 2020, the CDE has published a list of high-, middle-, and low-performing charter schools. **The CDE has determined Montague Charter Academy is middle-performing, and thus eligible for a five-year charter renewal term.** We present evidence and data below to demonstrate that MCA has met the renewal criteria for a five-year renewal.

The 2023 Dashboard is the first since 2019 to display the intended red, orange, yellow, green, and blue colors for schools’ status and change scores in the state indicators. The 2022 Dashboard used one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for all state indicators based on the 2021-22 school year data. As such, the 2023 Dashboard is not based on two years of color-based performance.

The state indicators for schools include the following:

- Chronic Absenteeism
- Suspension Rate
- English Learner Progress
- English/Language Arts Literacy
- Mathematics

Dashboard Performance Renewal Criteria – Middle Performing

Education Code Section 47607.2(b) states:

- a. For all charter schools for which [high- and low-performing categories] do not apply, the chartering authority shall consider the schoolwide performance and performance of all subgroups of pupils served by the charter school on the state indicators included in the [Dashboard] and the performance of the charter school on the local indicators included in the [Dashboard].
- b. The chartering authority shall provide greater weight to performance on measurements of academic performance in determining whether to grant a charter renewal.

- c. In addition to the state and local indicators, the chartering authority shall consider clear and convincing evidence showing either of the following:
 - a. The school achieved measurable increases in academic achievement, as defined by at least one year’s progress for each year in school.
 - b. Strong postsecondary outcomes, as defined by college enrollment, persistence, and completion rates equal to similar peers.

Subparagraphs (A) and (B) of paragraph (3) shall be demonstrated by verified data

“Measurements of academic performance” are defined in Education Code Section 47607(c)(3) statute as “statewide assessments in the California Assessment of Student Performance and Progress (“CAASPP”) system, or any successor system, the English Language Proficiency Assessments for California, or any successor system, and the college and career readiness indicator.” Education Code Section 47607.2(c)(1) specifies that verified data is data derived from nationally recognized, valid, peer-reviewed, and reliable sources that are externally produced. MCA utilizes CAASPP and i-Ready as verified data, which will be discussed in more detail below.

Montague Charter Academy’s Dashboard State and Local Indicators (2023)

The following chart reflects the Charter School’s 2023 Dashboard performance indicators as compared to Los Angeles Unified School District’s and the State.

	Montague Charter Academy	LAUSD	California
Chronic Absenteeism	Red	Yellow	Yellow
Suspension Rate	Blue	Blue	Orange
English Learner Progress	Orange	Orange	Yellow
English Language Arts	Orange	Orange	Orange
Mathematics	Yellow	Yellow	Orange

The following chart reflects the Charter School’s 2023 Dashboard Local Indicators as compared to Los Angeles Unified School District.

	Montague Charter Academy	LAUSD
Basics: Teachers, Instructional Materials, Facilities	“Standard Met”	“Standard Met”
Implementation of Academic Standards	“Standard Met”	“Standard Met”

Parent and Family Engagement	“Standard Met”	“Standard Met”
Local Climate Survey	“Standard Met”	“Standard Met”
Access to a Broad Course of Study	“Standard Met”	“Standard Met”

Smarter Balanced Assessment Consortium English/Language Arts

Smarter Balanced Assessment English Language Arts 2018-2024 Percent “Meet/Exceeded Standard”					
Group	2018	2019	2022	2023	2024
Schoolwide	41.32%	44.78%	34.57%	35.86%	34.19%
English Learners	11.63%	14.59%	13.24%	19.2%	8.76%
Students with Disabilities	7.14%	22.81%	11.86%	15.19%	14.47%
Socioeconomically Disadvantaged	40.82%	44.33%	32.59%	33.81%	33.14%

MCA’s SBAC scores have greatly improved since the last charter renewal in 2016-17. The Charter School had a significant rise in “meets and/ exceeds” during the 2017-18 and 2018-19 testing periods. MCA attributes this change to the change in leadership in 2018, which strengthened financial strategies, allowing MCA to make significant improvements to the educational program, including implementation of i-Ready. MCA anticipated another significant increase based on the early data from the 2019-20 school year, just prior to the ceasing of all SBAC testing in the Spring of 2020. When testing resumed in 2022, like all schools nationwide, MCA needed to recalibrate by establishing new baselines.

As a result of pivoting to online learning and the considerate social emotional need from the pandemic, MCA saw a notable increase in language needs coinciding with student absenteeism. The ELA overall proficiency performance dipped by 1.67% during the 2023-24 school year as compared to the 2022-23 school year. Despite this dip, MCA continued to maintain results in the 34-35% range.

MCA attributes this dip to the significant enrollment increase from transfers that overwhelmingly included English Learners, students with disabilities, or both—particularly in 2023-24. Additionally, the number of homeless families tripled during that time.

Dashboard English Language Arts Indicator

Dashboard English/Language Arts Indicator 2018-2023					
	2018	2019	2022	2023	2024
MCA	-20.8	-11.7	-28.9 “Low”	-36.8	-35.6
Hispanic	-22.8	-13.4	-29.7 “Low”	-37.4	-35.7

Socioeconomically Disadvantaged	-23	-13.2	-33.9 “Low”	-42.2	-41.5
English Learners	-31.3	-28.9	-38.2 “Low”	-61.5	-53.7
Students with Disabilities	-106.3	-84	-97.1 “Very Low”	-82.7	-94.1
Los Angeles Unified*	-29.2	-23.7	-30.8 “Low”	-32.4	-28.2
California*	-6	-2.5	-12.2 “Low”	-13.6	-13.2

Source: California Department of Education, California School Dashboard. *English/Language Arts Indicator* [2017 – 2023]

*NOTE: The CA Dashboard data for LAUSD and the State of California represent all valid student test scores in grades 3-8 and 11

The 2017-18 and 2018-19 testing years were successful for MCA, with an improved DFS compared to prior years. At the same time, schools across LAUSD and the State were improving; nevertheless, MCA outperformed both in several subgroups. Yet, no one can dispute the impact that pandemic-era distance-learning had on all students between 2019-20 and 2020-21, leading to the decrease in performance across the board MCA’s DFS dropped by 7.9 points from school year 2021-22 to 2022-23, though notably after seeing an increase in 2019, MCA student subgroups saw 2022 scores nearly matching 2018, outperforming LAUSD and the State subgroups.

The 5th grade students who tested in 2023 and 2024 showed a decline in scores based on a lack of direct in-person instruction (due to COVID) and supports in ELA. This cohort experienced the shutdown/pivot to online instruction as 2nd graders; the soft return to school in Spring 2021 as 3rd graders, and return to in-person as 4th graders which was still interrupted by rolling COVID for the 2021-22 academic year.

The students did not solidify key skills that are part of TK-2nd grade, such as phonics and number sense, that serve as foundational skills for future grades. Notably, these 5th grade cohorts were assessed later than usual for special education needs and support. Because of COVID stay-home mandates, MCA was unable to implement standard interventions and assessments. More than a third of the students in these cohorts had individualized education programs (“IEP”)—roughly 6-8 students per classroom. Staff and faculty were unable to provide the full focus on that cohort in terms of support and assessment as they were also diligently preparing 5th grade students for middle school, creating a significant backlog with the 2023 5th grade cohort. MCA implemented myriad interventions and other initiatives to support students, but several years of learning loss at crucial ages cannot be recovered in just one or two years.

MCA has continued to identify additional initiatives to support learning loss. Teachers analyzed the schoolwide data and identified writing as a major area of need to improve student performance in English Language arts. At the 2024 summer pre-service professional development, teachers agreed to implement the *Benchmark Advance* writing component with fidelity to integrate frequent writing practice embedded with reading comprehension, use of textual evidence, and different writing genres. Teachers will be providing robust feedback and revision on student written work.

As reported on the Dashboard, from 2022 MCA SWD improved from -97.1 DFS (very low) to -82.7 DFS in 2023, within the “Orange” band. The 2024 Dashboard shows a slight decline for the SWD student group in ELA while the EL student group improved showing a 7.8 point increase to -53.7 DFS.

Smarter Balanced Assessment Consortium Mathematics

Smarter Balanced Assessment Mathematics 2018-2024 Percent “Meet/Exceeded Standard”					
Group	2018	2019	2022	2023	2024
Schoolwide	36%	43%	28%	32%	34%
English Learners	17%	19%	13%	20%	17%
Students with Disabilities	10%	16%	8%	24%	16%
Socioeconomically Disadvantaged	35%	43%	26%	30%	33%

MCA’s SBAC Math scores have also improved greatly since the last charter renewal in 2017. The Charter School saw a significant increase in “Meets/Exceeds” Standard during the 2017-18 and 2018-19 testing cycles, and the Charter School was trending in a positive direction until the 2019-20 academic year, with the onset of the pandemic.

i-Ready data during the 2019-20 school year suggests that another significant increase was on the horizon before all SBAC testing was ceased in the Spring of 2020. When testing began again, the post-pandemic baseline was established and it was immediately clear the Charter School needed an intensive focus on regaining ground in mathematics.

Since then, MCA has demonstrated a steady increase each year with SBAC “Meets/Exceeds” scores increasing from 28% in 2021-22, to 32% in 2022-23, and 34% in 2023-24. Simultaneously, MCA substantially decreased “Nearly Met/Not Met” from 41% to 33%. Our achievement with the increase in proficiency for English Learners, Special Education and socioeconomically disadvantaged students stems from continuing *Eureka Math* curriculum, small group instruction, intervention and i-Ready. DFS Math scores have continued to improve as indicated on the graphs below. MCA has outperformed the State and LAUSD, including subgroups, in 2021-22, 2022-23 and 2023-24.

Dashboard Mathematics Indicator

Dashboard Mathematics Indicator 2018- 2023					
	2018	2019	2022	2023	2024
MCA	-29.4	-15.9	-48.8 “Low”	-38.7	-34.7
Hispanic	-30.1	-17.1	-49.5 “Low”	-38	-35.3
Socioeconomically Disadvantaged	-31.7	-17.7	-53.9 “Low”	-44.4	-41.3

English Learners	-36.6	-24	-56.6 “Low”	-52.1	-49.5
Students with Disabilities	-100.9	-73.2	-115.2 “Very Low”	-63.2	-94.2
Los Angeles Unified	-59.4	-54.1	-71.5 “Low”	-67.3	-60.4
California	-36.4	-33.5	-51.7 “Low”	-49.1	-47.6

Source: California Department of Education, California School Dashboard. *Mathematics Performance Indicator* [2017 – 2023]

As with MCA’s ELA results, students showed significant gains in mathematics between 2017-18 and 2018-19, with a near 14-point increase in scores in one year compared to LAUSD and the State’s 5.3 and 2.9 improvements, respectively. Post-pandemic data resulted in the drop for MCA (-32.9), LAUSD (-42), and the State (-18.2) from 2019 to 2022.

Results from 2021-22 to 2022-23 show a marked improvement with LAUSD gaining 4.2 points in mathematics, and the State increasing by 2.6. MCA is proud to present an increase in all subgroups and a schoolwide increase of 10.1 points. In 2024, MCA continued to outperform LAUSD and the State with score of -34.7. Most notably, the Students with Disabilities subgroup has seen two drastic changes. Between the 2017-18 and the 2018-19 school year, there was nearly a 30-point increase. Although there was a dip in the scores, the SWD subgroup saw another substantial increase of 52 points between 2022-23 followed by a drop of 31 points in from 2023 -2024. MCA attributes these jumps as a reflection of balancing the positive results from leadership team restructuring of SPED supports and delivery with the challenges following post-pandemic return of students of testing ages who had experienced significant setbacks from remote learning. Early indicators show that MCA is returning to the positive trend in 2023.

California Science Test (“CAST”) Science

California Science Test) 2018-2024 Percent “Meet/Exceeded Standard”				
Group	2019	2022	2023	2024
Grade 5	19%	25%	21%	21%
English Learners	4%	0%	8%	0%
Students with Disabilities	6%	6%	17%	9%
Socioeconomically Disadvantaged	17%	24%	17%	19%

Source: California Department of Education, California Assessment of Student Performance and Progress. *Science: California Science Test, Grade 5* [2018 – 2023]. Additional data for 2023-24 is based on the data export from the ETS CAASPP System.

Because of the great need and historical lack of focus on STEM resources in the Pacoima community, MCA intentionally focuses on science as a core theme for students. The sciences will always be a focus and area of growth as MCA strives to introduce historically underrepresented students into the sciences, including girls and young women. While MCA’s

number of EL and SPED students continue to increase, the percent who “met/exceed” the standard have remained constant with “nearly met” still very high at 57%-69%, and “not met” lower than the State average.

But for a science-focused school, that is not enough. MCA has added additional science teachers to make sure that every MCA student is able to participate in science labs on a weekly basis. The first class that benefited from a weekly specialty class will become fifth graders in the 2024-25 school year.

As with other subject areas, MCA’s 5th grade cohort struggled with performance in science as they were not able to access hands on learning in science labs during the pandemic.

Yet as discussed, MCA is already seeing improvements in all grades due to an increase in dedicated science staff and lab time, as well as multiple learning strategies.

Dashboard Chronic Absenteeism Indicator

Dashboard: Chronic Absenteeism Indicator						
	2018	2019	2021	2022	2023	2024
MCA	10.8%	1.9%	17.8%	28.4% “Very High”	28.7%	23.6%
Hispanic	10.4%	1.7%	18.2%	27.5% “Very High”	28.5%	23.3%
Socioeconomically Disadvantaged	10.9%	2%	19.3%	28.8% “Very High”	29.1%	25%
English Learners	5%	1.8%	18.7%	28% “Very High”	25.9%	19.5%
Students with Disabilities	7.7%	1%	26%	25.9% “Very High”	26.5%	20.8%
Los Angeles Unified	10.3%	18.2%	17.2%	39.8% “Very High”	31%	23.3%
California	9%	10.1%	14.3%	30% “Very High”	24.3%	18.6%

Source: California Department of Education, California School Dashboard. *Chronic Absenteeism Indicator* [2017 – 2023]

Prior to the pandemic, chronic absenteeism at MCA was at a record low with only 1.9% of students reported as chronically absent.

The widespread impact of COVID on public schools dramatically impacted attendance numbers for several years. Schools and students across the state struggled with absenteeism as communities continued to struggle with rolling outbreaks of COVID. MCA’s data, however, demonstrates that the Charter School is beginning to recover. Chronic absenteeism improved from 28.7% in 2022-23 to 23.6% in 2023-24 according to California Longitudinal Pupil Achievement Data System (“CALPADS”) data. MCA is implementing strategies designed by leadership, teachers, and MCA’s Community Schools Coordinator. One strategy is providing transportation to our highest needs families.

Dashboard: Suspension Rate Indicator

Dashboard Suspension Rate Indicator					
	2018	2019	2022	2023	2024
MCA	10.8%	0.5%	0.2% “Very Low”	0.2%	0%
Hispanic	0.5%	0.5%	0.1% “Very Low”	0.2%	0%
Socioeconomically Disadvantaged	0.4%	0.4%	0.3% “Very Low”	0.3%	0%
English Learners	0.3%	0.3%	0.3% “Very Low”	0.5%	0%
Students with Disabilities	0%	0%	0.9% “Low”	0.8%	0%
Los Angeles Unified	0.5%	0.4%	0.3% “Very Low”	0.4%	0.4%
California	3.5%	3.4%	3.1% “Medium”	3.5%	3.2%

Source: California Department of Education, California School Dashboard. *Suspension Rate Indicator* [2017 – 2023]

MCA is proud of its student discipline policies that focus on uplifting a campus culture of respect and mutuality. As discussed in much greater detail later in this petition, MCA’s formal and informal strategies for encouraging, respecting, and responding to positive behavior is at the core of the Charter School’s very low suspension and expulsion rates which are, lower than both LAUSD and the State—with the exception of EL and SPED students. Even in the event of a suspension for behavior issues that could not be resolved any other way, MCA’s team quickly acts to restore those students to the classroom to provide uninterrupted behavioral and academic care and support.

Dashboard: English Learner Progress Indicator

Dashboard English Language Progress Indicator: 2018 to 2023					
	2018	2019	2022	2023	2024
MCA	33.7%	40.9% “Low”	54.4% “Medium”	48.4%	54.7%
Los Angeles Unified	29.5%	45% “Medium”	51.4% “Medium”	48.4%	47.5%
California	30.6%	48.3% “Medium”	50.3% “Medium”	48.7%	45.7%

Source: California Department of Education, California School Dashboard. *English Language Progress Indicator* [2018 – 2023]

The English Language Progress Indicator (“ELPI”) uses the ELPAC to measure English Learners making progress towards English mastery in reading, writing, listening and speaking. MCA’s English Learner Progress Indicator score has improved since 2018 when changes addressed above began.

Although results decreased across the State and LAUSD, MCA’s results were 9% higher than the State average. While MCA recognizes the challenge that all schools and districts face in this area, it is important to highlight the Charter School’s 6.3% increase compared to LAUSD’s decrease—simply and humbly—as a data point in support for renewal of MCA’s petition and longstanding impact on its community.

Verified Data

We now turn to section (3)(a) of LAUSD’s Criterion 2 for middle-performing schools. “[T]he LAUSD Board shall also consider clear and convincing evidence, demonstrated by verified data, showing the school achieved measurable increases in academic achievement, as defined by at least one year’s progress for each year in school.”¹ The LAUSD Policy notes:

Effective January 1, 2021, pursuant to Education Code Section 47607.2(c)(2), the State Board of Education adopted criteria to define verified data and identified an approved list of valid and reliable assessments. Staff’s review of the charter school’s submitted materials will be based on verified data sources and related information adopted by the State Board of Education (Education Code Section 47607.2(c)(3)). Charter schools submitting verified data for this purpose must adhere to the state-approved criteria.²

i-Ready

MCA has implemented i-Ready to increase academic achievement. A mid-year start and insufficient amount of laptop devices for students led to partial adoption of the i-Ready program during the 2017-18 school year, followed by full implementation of the assessment program during the 2018-19 school year. With the purchase of Chromebooks for every student in third through fifth grade, MCA began to see substantial schoolwide gains and for all subgroups. i-Ready training was implemented by the software company’s staff was especially important as well as starting a data dashboard to track student progress followed by 1:1 data chats with students. Additionally, the effectiveness of MCA’s small group instruction and intervention programs have contributed toward student success.

English/ Language Arts

State-Verified Data Source for Reading: i-Ready

i-Ready Reading: Students Growth (Beginning of Year (“BOY”) to End of Year (“EOY”))					
Academic Year	Growth Type	2020-21	2021-22	2022-23	2023-24
Schoolwide	Typical	37%	47%	57%	57%
	Stretch	16%	19%	25%	27%
English Learners	Typical	29%	46%	57%	55%
	Stretch	11%	15%	24%	23%

¹ LAUSD Charter Policy, p. 36

² Ibid.

Socioeconomically Disadvantaged	Typical	37%	45%	55%	56%
	Stretch	16%	17%	23%	27%
Students with Disabilities	Typical	48%	37%	49%	61%
	Stretch	27%	11%	19%	30%

i-Ready Reading: Students 3 or More Grade Levels Below (BOY to EOY)				
Academic Year	2020-21	2021-22	2022-23	2023-24
BOY	13%	14%	13%	10%
EOY	7%	7%	8%	8%
Improvement	6%	7%	5%	2%

Source: i-Ready Reading

As a result of the strategies above, student growth (12 months) and stretch growth (18 months) has continued to improve for all subgroups. The percentage of students performing “three years below” continues to decrease over time as well.

Schoolwide & Socioeconomically Disadvantaged

These two categories usually mirror each other at MCA since we have close to 100% free and reduced lunch (“FRL”) students. MCA has seen an increase from 37% in 2020-21 to 57% in 2023-24. Simultaneously, the stretch growth has grown from 16% to 27%.

English Learners

MCA saw an increase of EL students, from 29% in 2020-21 to 55% in 2023-24, while stretch growth has more than doubled from 11% to 23%. The 9% growth for 2021-22 to 2032-24 and the 12% growth in stretch also complements the growth on the ELPAC and other areas for ELs in those years.

Students with Disabilities

The number of Students with Disabilities reaching typical growth increased by 13% in three years from 48% in 2021-22 to 61% in 2023-24, with stretch growth fluctuating between 27% to 19% to 30%. This data remained similar to what other subgroups are achieving. MCA’s switch to the Option 3 SELPA in 2021 for special education and investment of its savings into the program has catapulted the SPED department. Additional SPED Paraprofessionals, more training, lower teacher to student ratios, and the inclusion of a SPED consultant have led to a reputation within the larger community as a school with a high-quality SPED program that effectively addresses learning loss. As previously stated, the number of students three or more years below grade level has decreased over the past four years, from 14% to 8%. Increased efforts with all students, SPED and EL included, has greatly impacted the MCA student community.

Overall, the percentage of students that are three or more years below grade level has decreased by nearly half over the past four years, from 14% in 2021-22 to 8% by the end of 2023-24.

Mathematics

State-Verified Data Source for Mathematics: i-Ready

i-Ready Mathematics: Students Meeting Growth (BOY to EOY)					
Academic Year	Growth Type	2020-21	2021-22	2022-23	2023-24
Schoolwide	Typical	27%	48%	48%	48%
	Stretch	10%	21%	22%	21%
English Learners	Typical	26%	46%	49%	47%
	Stretch	9%	18%	21%	19%
Students with Disabilities	Typical	29%	48%	49%	48%
	Stretch	11%	13%	21%	21%
Socioeconomically Disadvantaged	Typical	27%	47%	47%	48%
	Stretch	10%	20%	21%	20%

MCA’s internal assessment math scores have remained steadily in the upper 40’s after improving 21% after the 2020-2021 school year through the consistent use of formative assessment tools in i-Ready, as well as tailored and precise intervention to address learning gaps. The typical growth, BOY to EOY comparison, and three years or more growth, show gains comparative to the challenges of each school year.

As stated above, MCA’s typical growth increased from 27% to 48% between 2020-21 to 2023-24. Though the typical growth was 48% for all groups three years running, the SBAC scores did grow each year. Remaining at 48% for three years running while enrollment has grown is an accomplishment on its own.

English Learner results grew from 26% in 2020-21 to 47% in 2023-24. The SPED subgroup showed substantial growth from 2020-21 at 29% to 48% in 2021-22. There was a spike of 49% in 2022-23, before dipping slightly in 2024 due to the significant increase in new SPED and EL student enrollment. Those students are already benefiting from MCA’s strategies and results are on track to begin increasing again.

The stretch growth remained steady from 2021-22 to 2023-24 with schoolwide results demonstrating significant improvement from 2020-21 to 2021-22. The initiatives described earlier absolutely made an impact. The same can be said for the stretch growth for English Learners and Students with Disabilities. EL students grew from 9% in 2020-21 to a high of 21% in 2022-23. Students with Disabilities saw an increase in stretch growth from 11% in 2020-21 to a high of 21% in 2023-24.

The number of MCA students three years or more below “meets” on i-Ready Mathematics continues to decrease each year. Due to key strategies like the intervention program, small class sizes, proper implementation of i-Ready, and small group instruction, to name just a few, the 3+ years category continues to shrink.

As referenced above, students that were in distance learning due to the pandemic during key formative years (K, 1st, 2nd) are now beginning to see success, and future classes will benefit from an undisrupted and complete TK -2nd grade education before entering SBAC tested grades. MCA’s efforts to curb 3+ years or below with our English Learners and Students with disabilities as previously mentioned have been effective.

i-Ready Mathematics: Percentage of Change in Students 3 or More Grade Levels Below (BOY to EOY)				
Academic Year	2020-21	2021-22	2022-23	2023-24
Schoolwide	-4%	-8%	-7%	-6%
Socioeconomically Disadvantaged	-5%	-9%	-7%	-7%
English Learners	-5%	-10%	-8%	-9%
Students with Disabilities	-8%	-24%	-19%	-12%

Student Population to be Served

MCA serves students in grades TK- 5. We continue to serve first those students in the established attendance area. This population has been traditionally majority Latino, with small percentages of African-American, Asian/Pacific Islander, and White. Based on the most recent demographic data available from the CDE, MCA serves significant numbers of the Local Control Funding Formula (“LCFF”) student groups: Low Income, English Learner, and Foster Youth. Additionally, the percentage of students with disabilities, English Learners and non-Latinos students has steadily increased over the charter term.

MCA was designed to be a well-rounded independent charter school in order to meet the varied needs of students academic, linguistic, and social-emotional needs of the community. As mentioned above, our numbers of high needs students has increased from an already high amount. MCA has approximately 90% Free and Reduced Lunch students, 43% EL, 18% SWD (2024-205) and higher Homeless students than at any other point since the last charter renewal.

5-year Term Enrollment/Roll-Out Plan					
Grade	2025-26	2026-27	2027-28	2028-29	2029-30
TK	75	95	110	120	125
K	120	120	125	125	130
1	120	120	125	130	135
2	130	125	125	130	140

3	145	130	130	130	140
4	165	145	135	135	140
5	125	165	150	140	145
Total	880	900	900	910	955

Goals and Philosophy

Vision

At Montague Charter Academy, we are dedicated to creating a safe and supportive environment where we build a strong foundation for success. Our vision is to inspire a lifelong passion for learning, cultivate creativity, and instill resilience in empowering all to thrive in an ever-changing world.

Mission

Our mission at Montague Charter Academy is to create a secure and nurturing environment for a diverse school community. We offer comprehensive programs in arts and sciences driven by our commitment to equity and respect. We encourage hard work and active collaboration from all members of our Charter School community.

The 21st Century Educated Person

We believe that an educated person of the 21st century is a constructive, self-directed participant of society—a life-long learner who is able to adapt to the challenges of the 21st century and beyond. We believe students should demonstrate:

- Knowledge of science, technology, art, culture, literature, social science, health, mathematics, physical education, and career pathways;
- An understanding of digital literacy and how to evaluate information and communicate effectively online; and an ability to accelerate, personalize, and self-direct their own learning;
- Skills in collaboration and innovation to share ideas, problem solve with others;
- Skill in reading, writing, speaking, listening, English proficiency, quantitative reasoning, logic and problem-solving, research and independent study, the scientific process, artistic expression, and kinesthetic movement;
- The values of friendship, responsibility, respect, service, perseverance, work ethic, and global awareness;
- Critical and creative thinking in solving problems logically yet innovatively;
- An ability to communicate effectively in both oral and written forms;

- Flexibility and adaptability.

We strive to ensure our students are well prepared for each grade, demonstrating literacy and numeracy skills at or above proficiency. In this way, students are prepared to be successful throughout their educational career. We recognize that closing the achievement gaps in elementary school is a crucial step in ensuring learning readiness for students in the upper grades. With the end in mind, we begin preparing our youngest students with a rigorous Transitional Kindergarten experience with a focus on Early Literacy Assessment and instruction.

MCA provides proactive intervention for students with learning or achievement gaps, empowering students to master skills and knowledge that will prepare them to be successful as they prepare for college and careers.

How Learning Best Occurs

We have committed to creating an environment where students learn in an engaging, rigorous, and supportive environment incorporating varying modes of delivery of instruction. Our learning environment provides students with:

- Teachers who are prepared with well-planned lessons, applied classroom management techniques, and knowledge of content and standards;
- A positive and safe environment for teachers, staff, students;
- A place where English Learner students can successfully acquire skills and reach proficient levels of competence in all academic areas where they are supported by well-designed and well-implemented programs of instruction delivered by qualified personnel;
- A data driven culture that provides transparency in learning;
- On-going effective home/school communication with a variety of tools;
- Hands-on learning and the opportunity to demonstrate and share acquired knowledge;
- A safe school environment that empowers students;
- A Farm to School experience that develops an understanding of nutrition and sustainable resources;
- A whole-food cafeteria where the quality of food increases participation rates and fuels student academic success;
- Access to weekly science labs with a credentialed teacher who collaborates with core instruction teachers to align cross-disciplinary learning;
- Access to weekly music and dance classes with a credentialed teacher who collaborates with core instruction teachers to align cross-disciplinary learning;

- Access to weekly visual arts classes with a credentialed teacher who collaborates with core instruction teachers to align cross-disciplinary learning;
- Access to weekly physical education classes with a credentialed teacher who collaborates with core instruction teachers to align cross-disciplinary learning;
- A fully-implemented Community Schools campus where families have access to a Parent Center that serves as the communication, support and volunteer hub for our parents and families, staffed by a Community School Coordinator who supports and engages our families and provides them with a variety of services and classes that respond to their parenting and social needs;
- Access to an Intervention Program led by credentialed teachers that provides support in ELA and Math in small groups as a Tier 2 Intervention;
- A schoolwide Personal Standards plan that integrates Positive Behavioral Interventions and Supports (“PBIS”) expectations, restorative justice practices, and counseling supports;
- A Common Core math program that prepares students with both conceptual and computational skills;
- A Common Core language arts program;
- A Common Core science program;
- Small class sizes and paraprofessionals in every class to support ELA and Math small group instruction for optimal differentiation;
- Access to software that compliments teacher-led instruction, including: i-Ready, Reading Eggs, Lexia, ST Math, DIBELS, NWEA, and Accelerated Reader.
- A school library as well as small corner classroom libraries and online library software;
- An afterschool program that provides a well-rounded set of activities and intervention—soccer, arts and crafts, music and choir, and robotics and much more;
- A 1:1 computer infrastructure to support learning;
- Proactive support staff and transportation as needed in order to address chronic absenteeism.

Creating Self-Motivated, Life-Long Learners

We believe that a high-interest, content-based curriculum motivates students to be competent life-long learners as they acquire the skills to make connections to new learning. Students build competency through hands-on, experience-based learning activities such as partner and group-based projects, accountable talk and discussions. Life-long learners need to develop intra-

personal skills through peer-to-peer interactions such as: discussion of intrinsic values, problem-solving, and role-playing.

Learners also need to develop interpersonal skills through self-reflection, self-awareness, and understanding commonalities with others. Students learn the important skill of life-long goal setting by establishing daily focus goals and developing and responding to essential questions for each subject. Students review assessment results and set goals to build personal responsibility for their learning. They participate in their own progress reporting in student-led conversations with their teacher and parent. Student competency is assessed in a variety of ways at MCA, starting in the classroom when students meet academic benchmarks through individual and group project assignments, through collaborative assignments and project-based learning. Student competency is also recognized schoolwide through classroom awards, Student of the Month, and other recognition events.

MCA's instructional focus is to help students connect their learning to the skills they will need to continue to be successful once they leave MCA. Students receive instruction that requires them to develop essential learning skills such as critical thinking, problem-solving, working cooperatively, etc. Instruction builds upon the students' prior knowledge through meaningful and comprehensible experiences that are relevant to students' lives and future goals. Students learn to set goals and to be responsible for their current and future learning.

Culminating projects in each unit of study coupled with the integration of the Arts and Sciences at all grades and content areas provide a unique opportunity for student self-expression, which leads to greater understanding of integrated content knowledge. Study of the Arts and Sciences develops abstract thinking and creativity while enabling students to build logical thinking skills to make sense of the universe which surrounds them. English language instruction builds confident native and non-native speakers and increased English language proficiency to be a strong foundation for future learning.

We believe that adult role models are key to student motivation. Parents are the "First Teachers" and are a crucial factor in the overall success of our students. MCA provides many opportunities for parents to be involved in the educational process beginning in kindergarten.

Parent involvement at home encourages students to practice their skills to improve their competency. Parents also model social and emotional support strategies.

MCA encourages students to take an active part in their learning by giving them opportunities to research projects, conduct authentic inquiry and investigation, defend learning and arriving at conclusions, utilize the scientific method, lead group projects and engage in critical thinking and problem solving toward real world applications.

LCFF STATE PRIORITIES
(Charter Term Commencing July 1, 2025)
GOAL #1

Maintain high standards for our community focused on providing a safe, nurturing learning environment in which all students are supported in attaining high levels of achievement through the use of high-quality curricula and assessments, and targeted interventions/supports.	Related State Priorities:		
	X 1	<input type="checkbox"/> 4	X 7
	X 2	<input type="checkbox"/> 5	<input type="checkbox"/> 8
	<input type="checkbox"/> 3	<input type="checkbox"/> 6	
	Local Priorities:		
	<input type="checkbox"/> :		
	<input type="checkbox"/> :		

Specific Annual Actions to Achieve Goal

- 1.1 Facility: Leases, Insurance, Security and Maintenance
- 1.2 Staffing: Classified Staff, Certificated Teachers and Administrators
- 1.3 Professional Development & Conferences
- 1.4 Assessments: System of Assessments - Formative & Summative
- 1.5 Core Curriculum including digital resources; Student Learning Supplies & Manipulatives
- 1.6 Technology

Expected Annual Measurable Outcomes

Outcome #1: Facilities in Good Repair (Facility Inspection Tool – (“FIT”)) [Priority 1]
Metric/Method for Measuring: 100% Facilities in “Good Repair” as measured by the FIT

Applicable Student Groups	Baseline (Based on reporting of the 2023-24 Local Indicators)	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide)	100%	100%	100%	100%	100%	100%
English Learner Students	*	*	*	*	*	*
Socioeconomically Disadvantaged/Low Income Students	*	*	*	*	*	*
Foster Youth Students	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	*	*	*	*	*	*
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
White Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*

Outcome #2: Fully Credentialed Teachers and Appropriately Assigned [Priority 1]
Metric/Method for Measuring: Percentage of full-time teachers (FTE) "Clear" for the instructional assignment – Teachers authorized by a clear or preliminary credential (as reported by the CDE Teacher Assignment Monitoring Outcomes [TAMO])

Applicable Student Groups	Baseline (Based on 2022-23 TAMO for FTE)	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide)	86.4%	97%	97%	100%	100%	100%
English Learner Students	*	*	*	*	*	*
Socioeconomically Disadvantaged/Low Income Students	*	*	*	*	*	*
Foster Youth Students	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	*	*	*	*	*	*
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
White Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*

Outcome #3: Implementation and sustainability of academic content standards, as measured by the Local Indicator Rubric on the California Accountability Dashboard [Priority 2]						
Metric/Method for Measuring: Dashboard Local Indicator for Implementation of Standards						
Applicable Student Groups	Baseline (Based on reporting of the 2023-24 Local Indicators)	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide)	“Met”	“Met”	“Met”	“Met”	“Met”	“Met”
English Learner Students	“Met”	“Met”	“Met”	“Met”	“Met”	“Met”
Socioeconomically Disadvantaged/Low Income Students	“Met”	“Met”	“Met”	“Met”	“Met”	“Met”
Foster Youth Students	*	*	*	*	*	*
Students with Disabilities	“Met”	“Met”	“Met”	“Met”	“Met”	“Met”
African American Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	“Met”	“Met”	“Met”	“Met”	“Met”	“Met”
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
White Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*

Outcome #4: Access to standards-aligned curricular and instructional materials [Priority 2]						
Metric/Method for Measuring: access to standards-aligned curricula (ELA, ELD, math, science, social science, and social science)" local indicator						
Applicable Student Groups	Baseline (Based on reporting of the 2023-24 Local Indicators)	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide)	“Met”	“Met”	“Met”	“Met”	“Met”	“Met”
English Learner Students	“Met”	“Met”	“Met”	“Met”	“Met”	“Met”
Socioeconomically Disadvantaged/Low Income Students	“Met”	“Met”	“Met”	“Met”	“Met”	“Met”
Foster Youth Students	*	*	*	*	*	*
Students with Disabilities	“Met”	“Met”	“Met”	“Met”	“Met”	“Met”
African American Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	“Met”	“Met”	“Met”	“Met”	“Met”	“Met”
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
White Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*

Outcome #5: Student Access to Broad Course of Study (i.e., Spanish, Art, Physical Education) [Priority 7]						
Metric/Method for Measuring: Percentage of students with access to a broad course of study						
Applicable Student Groups	Baseline (Based on reporting of the 2023-24 Local Indicators)	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide)	“Met”	“Met”	“Met”	“Met”	“Met”	“Met”
English Learner Students	“Met”	“Met”	“Met”	“Met”	“Met”	“Met”
Socioeconomically Disadvantaged/Low Income Students	“Met”	“Met”	“Met”	“Met”	“Met”	“Met”
Foster Youth Students	*	*	*	*	*	*
Students with Disabilities	“Met”	“Met”	“Met”	“Met”	“Met”	“Met”
African American Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	“Met”	“Met”	“Met”	“Met”	“Met”	“Met”
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
White Students	*	*	*	*	*	*

Students of Two or More Races	*	*	*	*	*	*
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Outcome #6: Sufficient Technology to leverage digital learning platforms [Priority 8]						
Metric/Method for Measuring: Teachers and students provided with an age-appropriate school-issued device (e.g., K-2 iPads, 3-5 Chromebooks)						
Applicable Student Groups	Baseline (Based on reporting of the 2023-24 LCAP Annual Update)	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide)	100%	100%	100%	100%	100%	100%
English Learner Students	*	*	*	*	*	*
Socioeconomically Disadvantaged/Low Income Students	*	*	*	*	*	*
Foster Youth Students	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	*	*	*	*	*	*
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
White Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*

GOAL #2	
Provide opportunities to maximize engagement in the Charter School’s mission/vision, and support from parents/community members to be engaged, active participants in the Charter School.	<p>Related State Priorities:</p> <input type="checkbox"/> 1 <input type="checkbox"/> 4 <input type="checkbox"/> 7 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 5 <input type="checkbox"/> 8 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 6
	<p>Local Priorities:</p> <input type="checkbox"/> : <input type="checkbox"/> :
Specific Annual Actions to Achieve Goal	
2.1 Positive Behavior Plan/Program to improve Student Engagement and Attendance 2.2 Social-Emotional Well-Being and Wellness 2.3 Community Schools Parent Engagement & Trainings 2.4 Communications, Surveys and Translation Services	

Expected Annual Measurable Outcomes						
Outcome #1: Parent opportunities for input in decision-making [Priority 3]						
Metric/Method for Measuring: Opportunities for parent input in decision-making						
Applicable Student Groups	Baseline (Based on	2025-26	2026-27	2027-28	2028-29	2029-30

	most recent data available)					
All Students (Schoolwide)	“Met”	“Met”	“Met”	“Met”	“Met”	“Met”
English Learner Students	*	*	*	*	*	*
Socioeconomically Disadvantaged./Low Income Students	*	*	*	*	*	*
Foster Youth Students	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	*	*	*	*	*	*
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
White Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*

Outcome #2: Chronic Absenteeism Indicator - Dashboard [Priority 5] Decrease chronic absenteeism						
Metric/Method for Measuring: Dashboard Chronic Absenteeism Indicator						
Applicable Student Groups	Baseline (Based on 2023 Dashboard)	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide)	"Red" 28.7%	<20%	<17%	<15%	<10%	<10%
English Learner Students	"Orange" 25.9%	<17%	<14%	<12%	<7%	<7%
Socioeconomically Disadvantaged./Low Income Students	"Red" 29.1%	<20%	<17%	<15%	<10%	<10%
Foster Youth Students	*	*	*	*	*	*
Students with Disabilities	"Red" 26.5%	<18%	<15%	<13%	<8%	<8%
African American Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	"Red" 28.5%	<20%	<17%	<15%	<10%	<10%
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
White Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*

Outcome #3: Maintain low suspension rate [Priority 6]
Metric/Method for Measuring: Dashboard Suspension Rate Indicator

Applicable Student Groups	Baseline (Based on 2023 Dashboard)	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide)	"Blue" 0.2%	<1%	<1%	<1%	<1%	<1%
English Learner Students	"Blue" 0.5%	<1%	<1%	<1%	<1%	<1%
Socioeconomically Disadvantaged/Low Income Students	"Blue" 0.3%	<1%	<1%	<1%	<1%	<1%
Foster Youth Students	*	*	*	*	*	*
Students with Disabilities	"Green" 0.8%	<1%	<1%	<1%	<1%	<1%
African American Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	"Blue" 0.2%	<1%	<1%	<1%	<1%	<1%
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
White Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*

Outcome #4: Maintain expulsion rate 0% [Priority 6]						
Metric/Method for Measuring: Expulsion Rate						
Applicable Student Groups	Baseline (Based on most recent data available)	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide)	0%	0%	0%	0%	0%	0%
English Learner Students	0%	0%	0%	0%	0%	0%
Socioeconomically Disadvantaged/Low Income Students	0%	0%	0%	0%	0%	0%
Foster Youth Students	*	*	*	*	*	*
Students with Disabilities	0%	0%	0%	0%	0%	0%
African American Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	0%	0%	0%	0%	0%	0%
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
White Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*

Outcome #5: Increased participation and ratings by parents [Priority 5]

Metric/Method for Measuring: Parent Surveys (Satisfaction, participation)						
Applicable Student Groups	Baseline (Based on most recent data available)	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide)	40% Parent participation 95% Satisfaction with safety 92% Satisfaction with instructional program 90% Satisfaction with involvement/welcoming	60% participation 95% Safety 95% Program 95% Involvement/Welcoming	70% participation 95% Safety 95% Program 95% Involvement/Welcoming	80% participation 95% Safety 95% Program 95% Involvement/Welcoming	90% participation 95% Safety 95% Program 95% Involvement/Welcoming	95% participation 95% Safety 95% Program 95% Involvement/Welcoming
English Learner Students	n/a	60% participation 95% Safety 95% Program 95% Involvement/Welcoming	70% participation 95% Safety 95% Program 95% Involvement/Welcoming	80% participation 95% Safety 95% Program 95% Involvement/Welcoming	90% participation 95% Safety 95% Program 95% Involvement/Welcoming	95% participation 95% Safety 95% Program 95% Involvement/Welcoming
Socioeconomically Disadvantaged/Low Income Students	n/a	60% participation 95% Safety 95% Program 95% Involvement/Welcoming	70% participation 95% Safety 95% Program 95% Involvement/Welcoming	80% participation 95% Safety 95% Program 95% Involvement/Welcoming	90% participation 95% Safety 95% Program 95% Involvement/Welcoming	95% participation 95% Safety 95% Program 95% Involvement/Welcoming
Foster Youth Students	*	*	*	*	*	*
Students with Disabilities	n/a	60% participation 95% Safety 95% Program	70% participation 95% Safety 95% Program	80% participation 95% Safety 95% Program	90% participation 95% Safety 95% Program	95% participation 95% Safety 95% Program

		95% Involvement/Welcoming	95% Involvement/Welcoming	95% Involvement/Welcoming	95% Involvement/Welcoming	95% Involvement/Welcoming
African American Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	n/a	60% participation 95% Safety 95% Program 95% Involvement/Welcoming	70% participation 95% Safety 95% Program 95% Involvement/Welcoming	80% participation 95% Safety 95% Program 95% Involvement/Welcoming	90% participation 95% Safety 95% Program 95% Involvement/Welcoming	95% participation 95% Safety 95% Program 95% Involvement/Welcoming
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
White Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*

Outcome #6: Student Surveys (grades 2-5) Increase participation rate and ratings of Safety & Connectedness) [Priority 6]						
Metric/Method for Measuring: survey including measure of safety and connectedness						
Applicable Student Groups	Baseline (Based on most recent data available)	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide)	95% Student participation in survey including measure of safety and connectedness 95% Feel safe 95% Feel connected	95% participation 95% Safety 95% Connected	95% participation 95% Safety 95% Connected	95% participation 95% Safety 95% Connected	95% participation 95% Safety 95% Connected	95% participation 95% Safety 95% Connected
English Learner Students	n/a	95% participation 95% Safety 95% Connected	95% participation 95% Safety	95% participation 95% Safety 95% Connected	95% participation 95% Safety 95% Connected	95% participation 95% Safety 95% Connected

			95% Connected			
Socioeconomically Disadvantaged/Low Income Students	n/a	95% participation 95% Safety 95% Connected	95% participation 95% Safety 95% Connected	95% participation 95% Safety 95% Connected	95% participation 95% Safety 95% Connected	95% participation 95% Safety 95% Connected
Foster Youth Students	*	*	*	*	*	*
Students with Disabilities	n/a	95% participation 95% Safety 95% Connected	95% participation 95% Safety 95% Connected	95% participation 95% Safety 95% Connected	95% participation 95% Safety 95% Connected	95% participation 95% Safety 95% Connected
African American Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	n/a	95% participation 95% Safety 95% Connected	95% participation 95% Safety 95% Connected	95% participation 95% Safety 95% Connected	95% participation 95% Safety 95% Connected	95% participation 95% Safety 95% Connected
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
White Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*

Outcome #7: Teacher Surveys – Increase participation rate and ratings on supports collegiality, safety [Priority 6] Metric/Method for Measuring: Teacher Surveys						
Applicable Student Groups	Baseline (Based on most recent data available)	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide)	85% Staff participation - Supports collegiality - Safety	90% participation Ratings: 90% Collegiality 90% Safety	95% participation Ratings: 90% Collegiality	95% participation Ratings: 90% Collegiality 90% Safety	95% participation Ratings: 95% Collegiality 95% Safety	95% participation Ratings: 95% Collegiality

			90% Safety			95% Safety
English Learner Students	*	*	*	*	*	*
Socioeconomically Disadvantaged/Low Income Students	*	*	*	*	*	*
Foster Youth Students	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	*	*	*	*	*	*
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
White Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*

GOAL #3	
Develop interventions and practices to support English Learner achievement and create systems to monitor and track progress through data analysis and collaboration between teams. By providing increased access to interventions and practices to strengthen student learning and progress toward English mastery.	Related State Priorities: <input type="checkbox"/> 1 <input checked="" type="checkbox"/> 4 <input type="checkbox"/> 7 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 5 <input type="checkbox"/> 8 <input type="checkbox"/> 3 <input type="checkbox"/> 6
	Local Priorities: <input type="checkbox"/> : <input type="checkbox"/> :
Specific Annual Actions to Achieve Goal	
3.1 Tier 2 Intervention for English learners 3.2 Tier 3 Intensive	

Expected Annual Measurable Outcomes						
Outcome #1: Students making progress towards English language proficiency [Priority 4]						
Metric/Method for Measuring: Dashboard English Language Proficiency Indicator						
Applicable Student Groups	Baseline (Based on 2023 Dashboard)	2025-26	2026-27	2027-28	2028-29	2029-30
English Learner Students	48.4%	50%	>50%	>50%	>50%	>50%

Outcome #2: Increase English learner Reclassification [Priority 4]						
Metric/Method for Measuring: Reclassification Rate						
Applicable Student Groups	Baseline (Based on most recent data available)	2025-26	2026-27	2027-28	2028-29	2029-30

English Learner Students	7% Reclassification Rate for 2022-23	9%	10%	>10%	>10%	>10%
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Outcome #3: English Learner Growth on i-Ready ELA Assessment Verified Data - BOY to EOY [Priority 8] Metric/Method for Measuring: i-Ready Growth						
Applicable Student Groups	Baseline (Based on most recent data available)	2025-26	2026-27	2027-28	2028-29	2029-30
English Learner Students	49% typical 18% stretch	50% typical 20% stretch	>50% typical >20% stretch	>50% typical >20% stretch	>50% typical >20% stretch	>50% typical >20% stretch

Outcome #4: Increase EL performance on ELA Indicator [Priority 8] Metric/Method for Measuring: Dashboard ELA Indicator - English Learner DFS						
Applicable Student Groups	Baseline (Based on 2023 CA Dashboard)	2025-26	2026-27	2027-28	2028-29	2029-30
English Learner Students	"Orange" -61.5 DFS	>-60 DFS	>-55 DFS	>-55 DFS	>-55 DFS	>-55 DFS

Outcome #5: English Learner Growth on i-Ready Mathematics Assessment Verified Data- BOY to EOY [Priority 8] Metric/Method for Measuring: i-Ready Growth						
Applicable Student Groups	Baseline (Based on most recent data available)	2025-26	2026-27	2027-28	2028-29	2029-30
English Learner Students	35% typical 8% stretch	38% typical 10% stretch	>38% typical >10% stretch	>38% typical >10% stretch	>38% typical >10% stretch	>38% typical >10% stretch

Outcome #6: Dashboard Mathematics Indicator - English Learner DFS [Priority 4] Metric/Method for Measuring: Mathematics Indicator - English Learner DFS						
Applicable Student Groups	Baseline (Based on 2023 CA Dashboard)	2025-26	2026-27	2027-28	2028-29	2029-30
English Learner Students	"Yellow" -52.1 DFS	>-50 DFS	>-45 DFS	>-45 DFS	>-45 DFS	>-45 DFS

Outcome #7: Improve English Learner performance on CAST [Priority 4] Metric/Method for Measuring: CAST						
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Applicable Student Groups	Baseline (Based on 2024 CAST)	2025-26	2026-27	2027-28	2028-29	2029-30
English Learner Students	0% English Learners Met/Exceeded	5%	>6%	>7%	>8%	>9%

GOAL #4	
All students will demonstrate growth towards meeting or exceeding standards in English Language Arts and growth in English language proficiency as demonstrated through local formative assessments, academic marks, and state-mandated assessments.	Related State Priorities: <input type="checkbox"/> 1 <input checked="" type="checkbox"/> 4 <input type="checkbox"/> 7 <input type="checkbox"/> 2 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 8 <input type="checkbox"/> 3 <input type="checkbox"/> 6
	Local Priorities: <input type="checkbox"/> : <input type="checkbox"/> :
Specific Annual Actions to Achieve Goal	
4.1 Summer School Interventions for ELA/ELD 4.2 Tier 2 Intervention 4.3 Tier 3 Intensive	

Expected Annual Measurable Outcomes						
Outcome #1: Student growth on i-Ready Reading [Priority 8]						
Metric/Method for Measuring: i-Ready Reading						
Applicable Student Groups	Baseline (Based on most recent data available)	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide)	55% typical 20% stretch	60% typical 25% stretch	60% typical 25% stretch	>60% typical >25% stretch	>60% typical >25% stretch	>60% typical >25% stretch
English Learner Students	See Goal 3					
Socioeconomically Disadvantaged/Low Income Students	55% typical 20% stretch	60% typical 25% stretch	60% typical 25% stretch	>60% typical >25% stretch	>60% typical >25% stretch	>60% typical >25% stretch
Foster Youth Students	*	*	*	*	*	*
Students with Disabilities	61% typical 30% stretch	>60% typical >25% stretch	>60% typical >25% stretch	>60% typical >25% stretch	>60% typical >25% stretch	>60% typical >25% stretch
African American Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*

Filipino Students	*	*	*	*	*	*
Latino Students	55% typical 20% stretch	60% typical 25% stretch	60% typical 25% stretch	>60% typical >25% stretch	>60% typical >25% stretch	>60% typical >25% stretch
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
White Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*

Outcome #2: Improve DFS on Dashboard for ELA [Priority 4]						
Metric/Method for Measuring: ELA Dashboard Indicator						
Applicable Student Groups	Baseline (Based on 2023 Dashboard)	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide)	"Orange" -36.8 DFS	-34 DFS	>-34 DFS	>-34 DFS	>-34 DFS	>-34 DFS
English Learner Students	See Goal 3					
Socioeconomically Disadvantaged/Low Income Students	"Orange" -42.2 DFS	-40 DFS	>-40 DFS	>-40 DFS	>-40 DFS	>-40 DFS
Foster Youth Students	*	*	*	*	*	*
Students with Disabilities	"Orange" -82.7 DFS	-80 DFS	>-80 FS	>-80 FS	>-80 FS	>-80 FS
African American Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	"Orange" -37.4 DFS	-35 DFS	>-35 DFS	>-35 DFS	>-35 DFS	>-35 DFS
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
White Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*

GOAL #5	
All students will demonstrate growth towards meeting or exceeding standards in mathematics and growth in proficiency as demonstrated through local formative assessments, academic marks, and state-mandated assessment.	Related State Priorities: <input type="checkbox"/> 1 <input checked="" type="checkbox"/> 4 <input type="checkbox"/> 7 <input type="checkbox"/> 2 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 8 <input type="checkbox"/> 3 <input type="checkbox"/> 6
	Local Priorities: <input type="checkbox"/> : <input type="checkbox"/> :
Specific Annual Actions to Achieve Goal	

- 5.1 Summer School Interventions for Mathematics
- 5.2 Tier 2 Intervention
- 5.3 Tier 3 Intensive

Expected Annual Measurable Outcomes

**Outcome #1: Student growth on i-Ready Math [Priority 8]
Metric/Method for Measuring: i-Ready Math**

Applicable Student Groups	Baseline (Based on most recent data available)	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide)	48% typical 21% stretch	>40% typical >15% stretch	>40% typical >15% stretch	>40% typical >15% stretch	>40% typical >15% stretch	>40% typical >15% stretch
English Learner Students	See Goal 3					
Socioeconomically Disadvantaged/Low Income Students	48% typical 20% Stretch	>40% typical >15% stretch	>40% typical >15% stretch	>40% typical >15% stretch	>40% typical >15% stretch	>40% typical >15% stretch
Foster Youth Students	*					
Students with Disabilities	48% typical 21% stretch	>40% typical >15% stretch	>40% typical >15% stretch	>40% typical >15% stretch	>40% typical >15% stretch	>40% typical >15% stretch
African American Students	*					
Asian Students	*					
Filipino Students	*					
Latino Students	49% typical 21% stretch	>40% typical >15% stretch	>40% typical >15% stretch	>40% typical >15% stretch	>40% typical >15% stretch	>40% typical >15% stretch
Native Hawaiian/Pacific Islander Students	*					
White Students	*					
Students of Two or More Races	*					

**Outcome #2: Improve DFS on Dashboard for Math [Priority 4]
Metric/Method for Measuring: Math Dashboard Indicator**

Applicable Student Groups	Baseline (Based on 2023 Dashboard)	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide)	"Yellow" -38.7 DFS	>-36 DFS	>-36 DFS	>-36 DFS	>-36 DFS	>-36 DFS
English Learner Students	See Goal 3					

Socioeconomically Disadvantaged/Low Income Students	"Yellow" -44.4	>-42 DFS	>-42 DFS	>-42 DFS	>-42 DFS	>-42 DFS
Foster Youth Students	*	*	*	*	*	*
Students with Disabilities	"Yellow" -62.3	>-60 DFS	>-60 DFS	>-60 DFS	>-60 DFS	>-60 DFS
African American Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	"Yellow" -38	>-36 DFS	>-36 DFS	>-36 DFS	>-36 DFS	>-36 DFS
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
White Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*

GOAL #6	
<p>All students will demonstrate growth towards meeting or exceeding standards in science and growth in proficiency as demonstrated through local formative assessments, academic marks, and state-mandated assessment. Additionally, MCA will renew the focus on the arts and science theme implementation to provide students with standards-aligned instruction and enrichment opportunities in the arts/sciences.</p>	<p>Related State Priorities:</p> <p><input type="checkbox"/> 1 <input checked="" type="checkbox"/> 4 <input type="checkbox"/> 7</p> <p><input type="checkbox"/> 2 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 8</p> <p><input type="checkbox"/> 3 <input type="checkbox"/> 6</p>
	<p>Local Priorities:</p> <p><input type="checkbox"/>:</p> <p><input type="checkbox"/>:</p>
Specific Annual Actions to Achieve Goal	
<p>6.1 Music & Dance</p> <p>6.2 Science Lab/Materials for Investigations</p> <p>6.3 Robotics</p> <p>6.4 Visual Arts</p>	

Expected Annual Measurable Outcomes						
Outcome #1: Increase science achievement meets/exceeds [Priority 4]						
Metric/Method for Measuring: CAST						
Applicable Student Groups	Baseline (Based on 2024 CAST)	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide)	21%	20%	>20%	>20%	>20%	>20%
English Learner Students	See Goal 3					
Socioeconomically Disadvantaged/Low Income Students	19%	20%	>20%	>20%	>20%	>20%
Foster Youth Students	*	*	*	*	*	*
Students with Disabilities	9%	11%	>11%	>11%	>11%	>11%
African American Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*

Latino Students	21%	20%	>20%	>20%	>20%	>20%
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
White Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*

Outcome #2: Science-themed events to enhance school themes [Priority 8]						
Metric/Method for Measuring: Participation in robotics competition and science fair						
Applicable Student Groups	Baseline (Based on most recent data available)	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide)	50%	55%	60%	65%	>65%	>65%
English Learner Students	*	*	*	*	*	*
Socioeconomically Disadvantaged/Low Income Students	*	*	*	*	*	*
Foster Youth Students	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	*	*	*	*	*	*
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
White Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*

Outcome #3: Arts-themed events (Music and Visual Arts) to enhance school themes [Priority 8]						
Metric/Method for Measuring: Participation in Music Winter and Spring Showcases and Spring Art Gallery event						
Applicable Student Groups	Baseline (Based on most recent data available)	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide)	80%	85%	90%	95%	>95%	>95%
English Learner Students	*	*	*	*	*	*
Socioeconomically Disadvantaged/Low Income Students	*	*	*	*	*	*
Foster Youth Students	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*

Latino Students	*	*	*	*	*	*
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
White Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*

Instructional Design

Montague Charter Academy believes that effective teaching is essential to student success. Motivation and engagement play crucial roles in learning. Therefore, our classroom instruction supports all students in their efforts to achieve at their highest potential. Teachers are integrating and teaching Common Core State Standards (“CCSS”), Next Generation Science Standards (“NGSS”), History-Social Science Frameworks, English Language Development (“ELD”) Standards, and the remaining State Content Standards (collectively referred to herein as “State Standards”). Since literacy and language are foundational to all learning, each set of interrelated standards is crucial to ensuring that all of our students achieve content standards. To achieve deeper learning outcomes, Montague Charter Academy’s instruction involves: empowering students as learners, contextualizing knowledge so it is coherent, and connecting learning to real world experiences.

Keeping up to date with current research is a practice that is essential to the design of our educational program. According to “Deeper Learning: How Eight Innovative Public Schools Are Transforming Education in the 21st Century,” four key conditions for deeper learning outcomes are:

1. establishing a learning culture,
2. creating shared responsibility for student learning,
3. establishing a culture of trust and professionalism, and
4. preserving time for teachers to collaborate.

Through this collaboration, teachers share knowledge and best practices and remain current on curriculum trends in education policy and instructional design research.

MCA uses a variety of resources to teach the State Standards. For math we are using Eureka, a State approved research-based curriculum with instructional materials that are appropriate for the diverse linguistic and cognitive learning needs of our student population. Our ELA/ELD program is supported through Benchmark Advance, teacher created standards-based resources, and Lexia an English Language Development software. For NGSS instruction, we are using National Geographic School-wide. We evaluate our curriculum annually and make modifications in response to student learning needs and educational program goals.

MCA believes that successful learning is based on several foundational methodologies of effective instruction:

Engaging A Growth Mindset is an essential way to support student learning while maintaining high expectations. Students are valued as an essential part of the educational community. Building relationships and personalizing education for students is founded in the latest brain research that positive school relationships have a direct correlation with student academic achievement. Student learning is not fixed, and it can be developed within a supportive and rigorous educational program that engages students (Carol Dweck, 2014).

Positive Behavioral Interventions and Supports is a strong and successful framework of research-based strategies that approach student learning and intervention from a continuum of data-proven practices. PBIS is an effective model to meet students where they are and equip them to be successful within the classroom and overall school community. (George Sugai and Brandi Simonsen, 2012). MCA implements a schoolwide Personal Standards plan that integrates PBIS expectations, restorative justice practices, and counseling support.

Professional Learning Communities (“PLC”) are an effective way for faculty and staff to collaborate and take ownership of the learning community in order to boost student achievement. Faculty and staff working together to identify and develop their strengths have a direct impact on the learning success of the students and Charter School community at large. (Mindy Roberts, 2010)

Multi-Tiered System of Supports and Response to Intervention (“RTI”) is an evidenced based system of schoolwide positive behavior and learning supports that intensifies support and interventions as the student need increases. Schoolwide assessments effectively and efficiently identify learning needs of all students, resulting in the identification of and strategic support for those students needing more intense behavioral and academic support. (Rob Horner, 2015).

Standards-based targeted instruction is foundational to the schoolwide educational program. California standards must be accessible to all students through both targeted instruction and pacing plans that use assessment to drive planning and instruction. “Standards were designed to encourage the highest achievement of every student, by defining the knowledge, concepts, and skills that students should acquire at each grade level.” (CDE)

Spiraling the curriculum introduces foundational skills and background knowledge in the primary grades and allows students to build on those skills in the upper grades. The overlap and overlay of content and curricular knowledge from one year to the next reinforces the acquisition of knowledge and content comprehension for students. “First, the student revisits a topic, theme or subject several times throughout a course. Second, the complexity of the topic or theme increases with each revisit. The subjects become more difficult and the student is expected to learn more about the topic and to gain new knowledge or skills. Finally, new learning has a relationship with old learning.” (Jerome Bruner)

Differentiated instruction incorporates student learning styles and student interests by targeting both the student’s learning strengths and weaknesses. This differentiation allows for individualized learning opportunities to address targeted needs. “Not all students are alike. Based on this knowledge, differentiated instruction applies an approach to teaching and learning that gives students multiple options for taking in information and making sense of ideas. Differentiated instruction is a teaching theory based on the premise that instructional

approaches should vary and be adapted in relation to individual and diverse students in classrooms (Tomlinson, 2001).

Integrated content that emphasizes making cross-curricular connections improves comprehension. Learning is not done in isolation, therefore strong instructional practice incorporates a mixture of challenging content and a variety of tasks that encourages research, critical thinking, and open discussion to challenge all students, particularly those that are high achieving. The quality of instruction is what matters most in educating English Language Learners. “Johns Hopkins researchers write that individual components of effective models include integration of language, literacy, and academic content instruction, and cooperative learning.” (Calderon, Slavin & Madden, 2011)

Realia-enriched, Interactive, and/or multi-sensory instructional experiences support learners of all abilities, especially English Learners. These methods incorporate pictures; living or non-living objects that one can touch, feel, smell, taste or hear; and real experiences that necessitate student engagement, exploration and/or intimate involvement with the learning process (e.g., applying the Scientific Method when conducting experiments, acquiring language, and solving real-world problems.)

Thematic instruction strengthens the educational program and grade-level content to support student learning. The use of common key topics centered around a single theme is an approach that has been shown to be very effective with English Learners. Thematic, interdisciplinary units provide the structure needed to integrate language and content.

Cooperative Group Instruction incorporates the use of peers to assist each other, and proves to be especially effective when supporting language development for students learning English as a second language. In this approach, students support each other with individual talents and learning strengths so that all students may achieve academic success.

Expanded Learning Impact on English Learners MCA incorporates time for all students, including Els, to participate in music, arts, sciences, robotics, theater, clubs, athletics, and other enrichment activities that help to keep students engaged in school and build new concepts.

Specially Designed Academic Instruction in English (“SDAIE”) is an effective instructional approach for all student learners but particularly English Learners. SDAIE techniques provide comprehensible subject matter and English language acquisition in classes with limited-English proficient students. SDAIE is a method of teaching students in English in such a manner that they gain skills in both the subject material (content) and in using English (language). This methodology (a set of specific strategies) is designed to make instruction comprehensible and to make grade level academic content accessible for English Learners. (LAUSD, Overview of Title III Plan, 2010)

Thinking Maps are visual tools designed to enhance critical thinking and comprehension. They help individuals organize their thoughts and make connections between concepts. Developed by David Hyerle, Thinking Maps are based on eight different types of visual representations, each corresponding to a specific cognitive process. MCA adapts Thinking

Maps for all students, particularly for EL students to foster deeper understanding and encourage active learning.

Quality Nutrition for Positive Student Outcomes MCA has proudly served high-quality food from its scratch kitchen for many years. The Farm to School kitchen program has benefited from federal and philanthropic support and creates more than 90% of meals for our students. MCA is passionately committed to continuing and expanding its food service program for the benefit of its students. Research supports that a higher quality diet is associated with better attendance, focus, and academic performance. MCA believes in supporting lifelong nutritional awareness and habits will benefit students far beyond the classroom.

Innovative Components of the MCA Instructional Program

Farm to School Program

Montague Charter Academy has an innovative Farm to School Program. It is part of a comprehensive initiative that addresses our community's pressing need for improved access to nutritious food, food education, and sustainable agricultural practices.

Our project is designed to foster healthier eating habits in Pacoima by integrating fresh, locally sourced produce into school meals and the salad bar, mitigating the challenges families face in affording healthy food options post-pandemic. In addition to this, we will implement several educational initiatives:

1. **Harvest of the Month Curriculum:** This program will teach students about seasonal, culturally relevant fruits and vegetables, promoting nutrition education and instilling cultural pride while encouraging healthier food choices.
2. **Nutrition and Cooking Classes:** We will offer nutrition education and cooking classes to students and families, covering topics such as healthy eating habits, meal planning, and the preparation of nutritious meals. These classes aim to empower participants with the skills to make informed dietary choices, addressing the alarming obesity rate among children in Pacoima.
3. **Garden Ranger Program:** Featuring our new edible, school garden, this immersive program will engage students in hands-on learning about sustainable agriculture, fostering a deeper connection to food sources and encouraging greater consumption of fresh produce at home.

Through these interconnected activities, our goal is to not only improve access to healthy food but to also empower our community with the knowledge and tools needed to make long-lasting, positive dietary changes. Together, we can cultivate a healthier and more sustainable future for our students and families.

LTEL Prevention Program

The Long-Term English Learner Prevention Program was created in December of 2021 as a call to action to help Bilingual scholars re-designate from the English Language Development

Program at Montague Charter Academy. The program's goal is to prepare students for reclassification as quickly as possible, because reclassification changes students' educational trajectory by placing them on an educational track that better prepares them for the rigors of high school. Reclassification increases overall student engagement and provides students with access to resources that ultimately, better prepares them for college. The program includes 1 on 1 data chats, intervention group sessions and individual check-ins with the EL Team. Montague Charter Academy reclassification policy and procedures are based on criteria set forth by the California Department of Education guidelines.

Use of Technology & Computer based State-Mandated Assessments

MCA has evolved in the past seven years from a computer lab-based technology approach to a 1:1 laptop environment. The transition effort had started with the upper grades (3rd-5th) as state assessments shifted to online format. Lower grade levels were exposed to technology through weekly visits to the computer lab.

The onset of the COVID-19 pandemic drove the need to expand 1:1 device deployment at all grade levels in a very short period of time as remote learning became a necessity as a result of the health emergency. The benefit of switching to distance learning accentuated assets of online instruction and utilizing visual realia. Online, our teachers became highly adept at designing lessons which were visually engaging and promoted learning.

Upon return to in-person learning in Spring 2021, instructional staff continued the incorporation of the following technology-based elements including:

- Effective large interactive boards for every classroom: The interactive whiteboards enabled our teachers to enhance the skills they acquired online to make lessons more visual;
- 1:1 laptop expansion: Lower grade students received a laptop with a touch screen. This was beneficial for our English Learners, Special Education students, and aligned to universal design which benefited all learners;
- Teachers of 1st grade and on have integrated Google Docs, PowerPoint presentations and spreadsheets as teaching tools, elevating the skills of all elementary students, preparing them for learning far beyond elementary learning.

MCA has amplified the learning our educators gained during the crisis presented by COVID and turned it into a strength that will continue to advance the student experience for years to come. Teachers continue to use various software applications to supplement teaching and learning including i-Ready, Reading Eggs, and ST Math.

As discussed previously, all students develop capacity for using technology as it relates to state-mandated assessments in grades 3 through 5, as well as the ELPAC in grades K and up.

Curriculum and Instruction

ELA/ELD/Social Science (Core)

Teachers usually divide up their class into groups of 3-5 students during uninterrupted ELA Social Science hours. Teaching at the student's level is best reached when there are multiple adults in the room as the SPED department or intervention teacher pushes in at the same time. Every classroom teacher has a Teacher's Assistant for 4.75 hours daily.

Curriculum:

Benchmark Advance: K-5 - ELA/ELD/Social Science

Benchmark Advance is a comprehensive, K-5 literacy curriculum designed to build strong foundational reading skills and content knowledge through explicit, systematic instruction, integrating reading, writing, speaking, and listening practices, all while leveraging knowledge-building units across grade levels to support deep comprehension and critical thinking abilities; it is considered standards-based and aligned with the science of reading research, emphasizing elements like phonics, vocabulary development, and background knowledge building.

Features:

- *Focus on Foundational Skills:* Direct instruction on phonics, phonemic awareness, fluency, and sight words are integrated into the curriculum.
- *Content-Rich Units:* Each grade level is structured around thematic units with connected texts that build knowledge across subjects.
- *Integrated Approach:* Reading, writing, speaking, and listening are actively taught and practiced within each unit.
- *Evidence-Based Practices:* The curriculum is based on research-proven strategies for literacy development, including explicit instruction and text-based discussions.
- *Vertical Alignment:* Concepts and skills are progressively developed across grade levels, ensuring a smooth learning progression.
- *Differentiation Support:* Materials and strategies are provided to address the needs of diverse learners

Lexia English: K-5 - ELD

Lexia English, for grades K–6, is an adaptive blended learning speaking and listening program that supports students and English language development through academic conversations. It is designed to help emergent bilingual students, also known as ELs, acquire higher language proficiency levels of English.

Reading Eggs: K-2 - ELA/ELD

The Reading Eggs (“RE”) curriculum is designed for pre-readers and early readers (typically ages 3-7), who need additional support with phonics and reading skills. It is a structured online program that focuses on foundational reading skills like phonics, phonemic awareness, sight words, vocabulary, fluency, and comprehension. RE uses interactive lessons to guide students from beginner to early reading levels, with a strong emphasis on personalized learning through a placement test to match each child’s ability level and to ensure progress at each student’s pace.

Features:

- *Core Focus on Phonics:* The program heavily emphasizes learning letter sounds and blending them to read words, incorporating phonics instruction throughout lessons.
- *Phonemic Awareness Development:* Activities are designed to help children identify and manipulate individual sounds in words.
- *Sight Word Recognition:* High-frequency words are introduced and practiced regularly to build automatic word recognition.
- *Progressive Learning Structure:* Lessons are presented in a sequential order, gradually introducing new skills and building upon previous knowledge.
- *Interactive Activities:* Lessons include a variety of engaging activities like games, animations, and reading comprehension questions to reinforce learning.
- *Personalized Learning:* A placement test allows children to start at their appropriate level and progress through the curriculum based on their individual needs.
- *Reading Comprehension Focus:* As children advance, the program incorporates more complex reading comprehension strategies.
- *Reward System:* Children earn points and rewards for completing lessons, motivating them to continue learning.

Mathematics (Core)

Teachers usually divide up their class into groups of 3-5 students during uninterrupted math hours. Teaching at the student’s level is best reached when there are multiple adults in the room as the SPED department or intervention teacher pushes in at the same time. Every classroom teacher has a Teacher’s Assistant for 4.75 hours daily.

Curriculum:

Eureka Math: K-5 - Mathematics

Eureka Math is a comprehensive K-12 math curriculum designed to promote deep conceptual understanding of mathematics by focusing on rigorous content, coherence across grade levels, and a strong emphasis on *why*; behind mathematical concepts, aiming to build critical thinking skills and prepare students for advanced math while aligning with Common Core State Standards; it features structured lessons with components like fluency practice, concept development, application problems, and exit tickets to assess student learning.

Features:

- *Deep Understanding*: Prioritizes students grasping the why and why not behind mathematical concepts, not just memorizing procedures.
- *Coherent Progression*: Concepts are carefully sequenced across grade levels to build upon prior knowledge.
- *Rigorous Content*: Presents challenging problems to encourage critical thinking and deeper engagement.
- *Aligned with Standards*: Fully aligned with Common Core State Standards.
- *Lesson Structure*: Includes components like fluency practice, concept development, application problems, and exit tickets.
- *Teacher Support*: Provides extensive teacher materials and guidance to effectively implement the curriculum.

Mathseeds: K-2 - Mathematics

Mathseeds is an award-winning, Every Student Succeeds Act (“ESSA”)-certified math program for students in grades K–3 that covers a range of math skills with lessons designed to be fun and engaging for young students.

Features:

- *Number Skills*: Students learn to count forwards and backwards, recognize numbers, and learn number words. They also learn to add to ten and their doubles facts.
- *Shapes*: Students learn the four basic 2D shapes and are introduced to 3D shapes. They also learn to sort shapes by their properties.
- *Measurement*: Students learn to measure different lengths in formal units and construct bar graphs to show their results.
- *Algebra*: Students learn to read and comprehend word problems and convert them to algebraic expressions.

- *Data Analysis and Probability*: Students learn to measure items and record data using a graph.

Science (Core)

MCA has two Science Labs, the science teachers focus on experiments and lab-based lessons, the core classroom teacher collaborates by integrating the science topic into reading, writing and math as often as possible. This method promotes co-teaching opportunities between the general ed teacher and the science lab teacher. MCA’s science teachers work collaboratively and meet frequently in order to unpack and implement our science curriculum focusing on vocabulary building and cross curricular ELA and math instruction.

Curriculum:

National Geographic Science: K-5 - Science

National Geographic Science curriculum focuses on engaging students with real-world science concepts through stunning visuals, stories from National Geographic Explorers, and hands-on activities, aiming to foster a deep understanding of the natural world by incorporating inquiry-based learning, diverse perspectives, and authentic content from around the globe, all while aligning with NGSS.

Features:

- *Visual Appeal*: Utilizes high-quality National Geographic photography and videos to capture student interest and connect them to scientific concepts.
- *Explorer Focus*: Features stories and insights from National Geographic Explorers, bringing real-world science research into the classroom.
- *Inquiry-Based Learning*: Promotes active learning through investigations, projects, and open-ended questions to encourage critical thinking and scientific inquiry.
- *Diverse Perspectives*: Presents various viewpoints and global contexts to provide a holistic understanding of scientific issues.
- *NGSS Alignment*: Designed to meet the Next Generation Science Standards, covering life science, earth and space science, and physical science concepts.
- *Literacy Integration*: Incorporates strong literacy practices to build science vocabulary and reading comprehension skills through nonfiction texts.

How it works:

- *Units with Big Ideas*: Each unit focuses on key scientific concepts, presented through multiple learning activities and leveled texts to cater to diverse learners.

- *Hands-on Activities:* Students engage in experiments, observations, and field studies to solidify their understanding of scientific principles.
- *Science Notebooks:* Students record observations, reflections, and questions in a dedicated science notebook to document their learning process.
- *Digital Integration:* Utilizes interactive elements like videos, simulations, and online resources to enhance learning experiences.

Overall, the National Geographic Science curriculum aims to spark curiosity, foster a love of learning about the natural world, and develop scientific literacy by connecting students to the real-world through engaging content and authentic experiences.

Physical Education

The physical education program at MCA follows the California State Standards. Our students are taught Motor Skills, physical fitness and knowledge about physical activity including social skills. Students attend a PE pullout class once a week for 50 minutes and the classroom teacher provides the other 50 minutes throughout the week.

Arts and Music

At MCA, our Arts and Music program follows the California State Standards. The music teacher focuses on teaching rhythm, melody, harmony and how to play instruments. Our Art program teaches our students to appreciate and produce various forms of art which includes drawings, paintings, prints, patterns and sculptures.

Intervention (Non-core)

MCA’s year-long intervention initiative is meticulously crafted based on comprehensive analysis of both internal and state ELA and Math data. The first six-week session focuses on students significantly below grade level based on a combination of SBAC scores and most recent i-Ready scores. The second session also focuses on reading, but based on new data from i-Ready. Students who make significant progress matriculate out of the program, while other students might require an additional six weeks, joined by new students who might then be significantly behind in ELA.

MCA intervention teams are composed of an instructional coordinator and five dedicated teachers, all equipped with training in curriculum, instruction, and best practices to ensure alignment between classroom teaching and intervention sessions. Additionally, MCA provides the following academic practices that support all subgroups:

- English Learner Newcomer Intervention program (“ELNIP”) afterschool
- Long Term English Learner Prevention Program afterschool
- Math and ELA interventions during and after school

- 4.75-hour paraprofessionals, for all TK-5th grade classes to support students.
- Small group instruction where students rotate between two or more adults and independent centers ELA Small group instruction focuses on frontloading, lesson expansion, reteach and skill building.
- Two additional Resource Specialist Program (“RSP”) teachers have been recruited in the past two years, along with
- Six additional special educational teacher assistants.
- Additional counselor to address students’ social emotional needs.
- Schoolwide use of Thinking Maps

Curriculum:

i-Ready: K-5 ELA/Mathematics Intervention

i-Ready is an online program that provides personalized learning pathways for students in reading and math, using a diagnostic assessment to pinpoint each student’s individual needs and then tailoring instruction based on those results, allowing teachers to effectively target specific areas for improvement and monitor progress throughout the school year; essentially, it’s a combination of a diagnostic test (i-Ready Diagnostic) and a personalized instruction program that adapts to each student’s learning level.

Features:

- ***Diagnostic Assessment:*** Students first take an adaptive diagnostic test that identifies their strengths and weaknesses in key reading and math skills across different grade levels.
- ***Personalized Instruction:*** Based on the diagnostic results, i-Ready creates a customized learning plan for each student, providing targeted lessons and practice activities that address their specific needs.
- ***Adaptive Learning:*** The program adjusts the difficulty of lessons as students progress, providing more challenging content when they demonstrate mastery and offering additional support when needed.
- ***Teacher Insights:*** Teachers have access to detailed data on student performance, allowing them to monitor progress, identify areas for intervention, and make informed instructional decisions.
- ***Standards Aligned:*** i-Ready aligns with Common Core State Standards (or other state standards depending on location) to ensure students are learning necessary skills for their grade level.

Spatial Temporal Math (“ST Math”): 1-5 - Mathematics Intervention

ST Math is a TK, K-5, and Middle School visual instructional program that leverages the brain’s innate spatial-temporal reasoning ability to solve mathematical problems. It is a visual, game-based online curriculum designed for TK-8 students that utilizes spatial-temporal reasoning to build deep conceptual understanding of math concepts through interactive puzzles, allowing students to progress at their own pace and master each concept before moving on to the next, with a focus on personalized learning and differentiated instruction across various skill levels; it primarily uses animated visual puzzles with minimal text to engage students and promote problem-solving skills without relying heavily on language comprehension.

Features:

- ***Visual Learning Approach:*** The program relies heavily on visual representations and animations to teach math concepts, making it accessible to diverse learners, including those with language barriers.
- ***Spatial-Temporal Reasoning:*** ST Math leverages the brain’s natural ability to process spatial information to understand mathematical relationships.
- ***Mastery-Based Learning:*** Students must demonstrate mastery of a concept by successfully completing a series of puzzles before moving on to the next level.
- ***Personalized Learning Path:*** Each student progresses through the curriculum at their own pace, adapting to their individual strengths and weaknesses.
- ***Minimal Text:*** The program uses minimal text in the puzzles, allowing students to focus on visual cues and problem-solving strategies.
- ***Adaptive Difficulty:*** Puzzles adjust in complexity based on a student’s performance, providing ongoing challenge and support.
- ***Alignment with Standards:*** The ST Math curriculum aligns with state and national math standards across all grade levels.

How it Works:

- ***Character-Based Gameplay:*** Students interact with a character (JiJi the penguin) who navigates through puzzles to solve math problems.
- ***Interactive Puzzles:*** Puzzles involve manipulating shapes, patterns, and visual elements to represent mathematical concepts.
- ***Feedback and Hints:*** The program provides immediate feedback to students, including hints when needed, to guide their learning.

Benefits:

- Deep Conceptual Understanding: By engaging students in visual problem-solving, ST Math promotes a deeper understanding of mathematical concepts rather than rote memorization.
- Accessibility for Diverse Learners: The visual nature of the program is beneficial for students with learning differences or language barriers.
- Increased Engagement: The game-like format and interactive puzzles can motivate students to persist through challenges.
- Data-Driven Insights: Teachers can access detailed student data to monitor progress and identify areas needing additional support.

Standards-based Curriculum & Instructional Materials

State Standards-Aligned Instructional Materials						
Title/Publisher	Grades	English	ELD	Math	Science	Soc. Sci.
Benchmark Advance 2016	K-5	X	X			X
Eureka Math 2017	K-5			X		
National Geographic Science 2022	K-5				X	
i-Ready	K-5	Intervention		Intervention		
Lexia	K-5		X			
Reading Eggs	K-2	X	X			
ST Math	TK-5			Intervention		
Math Seeds	K-2			X		

Transitional Kindergarten

TK at MCA offers children a learning experience at the very early age of four. TK operates on the same school schedule as the rest of our student population and stands firm as its own grade level. TK students at MCA engage in almost twice the number of instructional minutes as required by the CDE. This program is designed for students who turn 4 years old by September 1st during the year of enrollment. That includes students that are 3 years old during the first two weeks of school because their birthdate is after the first day of school but by September 1st. TK students benefit from an enriched foundational early childhood education program that prepares them for success in kindergarten. The student to adult ratio is 12:1. TK teachers shall have the appropriate qualifications, as set forth in Education Code Section 48000(g), to work with this age group, and the Charter School shall maintain the TK classroom pupil to adult ratio set forth in law.

MCA’s TK classrooms use Creative Curriculum. It is an early childhood curriculum that incorporates purposeful play across the disciplines in math, science, social studies, and the arts all in one program. Its main purpose is to foster social, emotional and language development in a variety of academic activities. It cultivates creativity, confidence, and caring learners so that they are better prepared for kindergarten. The daily schedule includes whole group instruction and activities, small group instruction and independent, “hands on” learning that includes an introduction to digital literacy through coding. Students in TK have their own daily instructional

schedule, common recess and lunch as well as enrichment activities for art, music, science and technology, and motor skills development throughout the year.

Parents are invited to be active participants in their child’s learning at home and school and various parent workshops are available to support learning at home. Regular, frequent communication between home and school is an essential component of a child’s success. The teachers use technology as a tool for ongoing assessment of the students' development. The data that is gathered generates a digital progress report. It enables teachers to gather information about each child in order to plan instruction and ensure that every child is making progress.

Academic Calendar and Schedules

The calendar below is a draft for 2025-26 to be presented to parents and staff, and subject to the approval of the MCA Board.

Montague Charter Academy Academic Calendar						2025 - 2026																																																																																																																																																			
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School Bell Schedules (by Grade Level)

TK	Kindergarten	Grade 1
8:15 Tardy Bell	8:15 Tardy Bell	8:15 Tardy Bell
8:15 am – 9:40	8:15 am – 9:40 am	8:15 am – 9:40 am
9:40 am – 10:00 1st Recess	9:40 am – 10:00 1 st Recess	9:40 am – 10:00 1 st Recess
10:00 am – 11:00	10:00 am – 11:20 am	10:00 am – 11:40
11:00 am – 11:20 am Lunch	11:20 am – 11:40 am Lunch	11:40 am – 12:00 pm Lunch
11:20 am -11:40 am 2nd Recess	11:40 am – 12:00 pm 2nd Recess	12:00 pm – 12:20 pm 2 nd Recess
11:40 am – 2:40 Reg.	12:00 pm – 2:40 Reg.	12:20 pm – 2:40 Reg.
11:40 am – 1:40 Reg. Tues.	12:00 pm – 1:40 Reg. Tues.	12:20 pm – 1:40 Reg. Tues.
11:40 am -2:00 Shortened	12:00 pm – 2:00 Shortened	12:20 pm – 2:00 Shortened
11:40 am – 1:15 Minimum	12:00 pm – 1:15 Minimum	12:20 pm – 1:15 Minimum

Grade 2	Grade 3	Grade 4	Grade 5
8:15 Tardy Bell	8:15 Tardy Bell	8:15 Tardy Bell	8:15 Tardy Bell
8:15 am – 10:00 am	8:15 am – 10:00 am	8:15 am – 10:20 am	8:15 am – 10:20 am
10:00 – 10:20 1 st Recess	10:00 – 10:20 1 st Recess	10:20 – 10:40 1 st Recess	10:20 – 10:40 1 st Recess
10:20 – 11:40 am	10:20 – 12:00	10:40 – 12:20 pm	10:40 – 12:40
11:40 – 12:00 Lunch	12:00 – 12:20 Lunch	12:20 – 12:40 pm Lunch	12:40 – 1:00 Lunch
12:00 pm–12:20 2 nd Recess	12:20-12:40 pm 2 nd Recess	12:40 - 1PM 2 nd Recess	1:00 – 1:20 pm 2 nd Recess
12:20 – 2:40 Reg.	12:40 – 2:40 Reg.	1:00 – 2:40 Reg.	1:20 – 2:40 Reg.
12:20 – 1:40 Reg. Tues.	12:40 – 1:40 Reg. Tues.	1:00 – 1:40 Reg. Tues.	1:20 – 1:40 Reg. Tues.
12:20-2:00 Shortened	12:40 – 2:00 Shortened	1:00 – 2:00 Shortened	1:20 – 2:00 Shortened
12:20 – 1:15 Minimum	12:40 – 1:15 Minimum	1:00 – 1:15 Minimum	1:15 Minimum

Instructional Minutes	TK	K	1st	2nd	3rd	4th	5th
Regular (M,W,Th,F)	325	325	325	325	325	325	325
Shortened Days (Tuesdays)	265	265	265	265	265	265	265
Minimum Day	240	240	240	240	240	240	240

Sample Student Schedules

TK- 2nd Grade

Time	Class/ Activity
8:10 – 8:30	School begins/Morning Business/Calendar
8:30 – 9:35	ELA Group Rotations/ Designated ELD Instruction
9:35 – 10:10	1 st Recess/ Bathroom
10:10 – 10:30	ELA/ ELD Group Rotations
10:30 – 11:35	Math
11:35 – 11:55	Lunch
11:55 -12:15	2 nd Recess
12:10 – 1:15	ELA
1:15 – 2:00	Math/ Writing
2:00 – 2:30	Social Studies/ Science/ PE
2:30 – 2:40	Clean up/ Dismissal/ Homework
1:40 Dismissal on Tuesdays	

Extended Program			
Monday: Science Lab 8:20-8:50	Tuesday: Music 8:30-9:00	Wednesday: Art 8:20-8:50	Thursday: PE 8:30-9:30

3rd – 5th Grade

Time	Class/ Activity		
8:15– 8:30	Warm-up/ Homework Check/ i-Ready		
8:30 – 10:10	ELA Group Rotations/ Designated ELD Instruction		
10:10 – 10:40	1 st Recess		
10:40 – 11:35	ELA/ ELD Group Rotations		
11:35 – 12:50	Math		
12:50 – 1:10	Lunch		
1:10 -1:30	2 nd Recess		
1:30 – 2:00	Math		
2:00 – 2:40	Social Studies/ Science/PE		
1:40 Dismissal on Tuesdays			
Arts and Sciences Schedule			
Wednesday: Science Lab 11:30-12:15	Thursday: Fitness PE 10:40 – 11:10	Thursday: Art 1:35-2:05	Friday: Music 1:30-2:00

Instructional Days and Minutes

Grades	Grades Offered	Number of Regular Days	Number of Instruct. Minutes Per Regular Day	Number of Early Dismissal Days	Number of Instructional Minutes Per Early Dismissal Days	Total Number of Instructional Days	Minutes Required Per State Law	Total Number of Instructional Minutes	Total Number of Minutes Above/Below State Requirement
TK/K	Yes	130	325	50	265	180	36000	55470	19470
1	Yes	130	325	50	265	180	50400	55470	5340
2	Yes	130	325	50	265	180	50400	55470	5340
3	Yes	130	325	50	265	180	50400	55470	5340
4	Yes	130	325	50	265	180	54000	55470	1740
5	Yes	130	325	50	265	180	54000	55470	1740
6	No						54000	0	-54000
7	No						54000	0	-54000
8	No						54000	0	-54000
9	No						64800	0	-64800
10	No						64800	0	-64800
11	No						64800	0	-64800
12	No						64800	0	-64800

Professional Development

Montague Charter Academy 2025-26 Professional Development Plan	
July (Pre-Service)	Mandated Trainings; Thinking Maps 1; Special Education Trainings
August	<i>Benchmark Advance</i> Writing; LCAP; LAUSD Oversight; Enrichment and Interventions Planning
September	ELD Training; Tiered Training; Data analysis; Math Strategies
October	Emergency Procedures Training – Earthquake; ELD 2; Thinking Maps 2
November	<i>Benchmark Advance</i> Writing; Behavioral Sped Training; IEP Process; Grade Level Articulation
December	Midyear Data Analysis; Math Strategies
January	Behavioral Sped; Thinking Maps 3; Gifted Training
February	<i>Benchmark Advance</i> Writing; Functional Sensory Supports; Prep Open House
March	Enrichment Articulation; Grade Level Articulation
April	Thinking Maps 4; SBAC Administration Training
May	Class Reorganization; Coming Year Matrix Development
June	Closeout Cumulative Records

Developing the Professional Development Plan

Each year, the Professional Development Plan (PD Plan) is first discussed at our Curriculum Committee Meeting the prior year. School needs, specifically strengths and weaknesses based on student achievement data is used to solidify the PD plan. On-going trainings are also a consideration as some goals may require several years of development to complete. The PD Plan is eventually agreed to between the committee and the school administration and later shared at the board level. PD takes place for two to three days in August prior to the school year start and on 32 Tuesdays during the school year. There are some staff members that attend additional PD workshops and trainings outside of our school-wide calendar and they are documented as supplementary on our yearlong calendar during the school year.

Teacher Recruitment

In response to the educator shortages during and following the pandemic, we created the MCA Future Teacher Career Ladder Program. We have created a successful pipeline of new educators in-house. Through a series of 4-5 meetings per year, facilitated by our instructional coordinator, our teaching assistants, special education assistants, and physical education teachers are invited to attend informational meetings where they learn about local and online university programs, teacher certification exam resources, and a variety of teaching credential programs. Local universities often provide in-person or online recruitment sessions. Our instructional coordinator's office houses many resources, such as practice test materials for teacher certification exams and university information packets. The results are strong and MCA has a healthy group of aspiring teachers already training as Paraprofessionals in the classroom.

As needed, MCA also recruits well qualified new and experienced credentialed teachers who fully meet federal ESSA criteria. Recruitment of qualified candidates is conducted using relevant online tools such as Edjoin and social media; and referrals from current staff within the school.

Meeting the Needs of All Students

English Learners

MCA has written and adopted its own Master English Learner Plan.

The Charter School will meet all applicable legal requirements for English Learners including long-term English Learners or English Learners at risk of becoming long-term English Learners, as they pertain to annual notification to parents, student identification, placement, program options, 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.

Enrollment

The enrollment process begins when a parent takes their child to the Charter School. The main office of the Charter School is designed to be a warm and welcoming place for parents and children. The Charter School office has a certificated staff member available to provide consistent information about the instructional program options offered to ELs. All information is provided in a language that parents understand. Every effort is made to ensure the enrollment process is as convenient and efficient as possible for parents.

Process for Identifying English Learners

Home Language Survey

Upon initial enrollment in a California public school, parents complete the Home Language Survey (“HLS”) section on the Student Enrollment Form, as required by state and federal law. The purpose of the HLS is to determine if a language other than English is used in the student’s home. Prior to completing the HLS, parents/guardians are to receive an explanation regarding its purpose and uses, as well as the possibility that their child may be given an assessment to measure their English language proficiency level. It should be made clear that the HLS is not used to determine a student’s language classification or immigration status.

The survey is completed by the parent or guardian upon the student’s initial enrollment in a California public school. The information provided on the initial HLS takes precedence over any information provided on subsequent surveys completed. The information provided on the HLS is maintained thereafter in PowerSchool (“SIS”) and the student’s Master Plan Folder, located in the child’s cumulative record.

The HLS consists of the following four questions:

- What language did the student learn when they first began to talk?
- What language does this student most frequently use at home?
- What language do you use most frequently to speak to this student?

- Which language is most often used by adults at home?

These questions are used to determine a student’s home language status as follows:

English Only (“EO”): If the answers to the four questions on the HLS are “English”, the child is classified as English Only.

Possible English Learner: If the answers to any of the first three questions on the HLS indicate a language other than English, or a combination of English and another language, the child is assessed to measure their level of English proficiency.

However, if the parent/guardian’s response to the first three questions on the HLS is English, and the response to the fourth question is other than English, then reasonable doubt may exist as to the student’s home language. The Charter School’s administrator/designee must research the student’s home language background using the following indicators, as well as consultation with the student’s parent/guardian:

- Parent/guardian requires an interpreter to communicate in English
- Parent/guardian speaks to their child in a language other than English
- The HLS is completed in a language other than English (including spelling the word “English” in another language, e.g., “Ingles”)
- Student initiates interaction with their parents/guardians in a language other than English
- It is revealed that the child, while their parent/guardian is at work, is under the care of a person(s) who speaks a language other than English

Student, after having been enrolled in the Mainstream English Program designed for students with fluent-English proficiency for a reasonable length of time, demonstrates a lack of comprehension regarding instruction and classroom/school routines conducted in English.

If there is evidence of significant non-English exposure, then the pupil must be administered the state English language proficiency assessment, currently known as the English Language Proficiency Assessments for California. The parent/guardian will be consulted by a certificated staff member regarding the need to administer the assessment, the results, and the subsequent program placement of the child.

The parent has the right to amend the HLS at any time. However, if the student has already been administered the initial ELPAC, any changes to the HLS will not affect the student’s official language classification. If the parent amends the HLS prior to initial ELPAC administration, MCA must honor the changes made while continuing to take reasonable doubt into consideration, given the probable impact of the change relative to the parent’s or student’s observed linguistic behavior.

Additionally, in cases where there is a reasonable doubt created by the home language survey responses, the administrator or designee will conduct further research to establish whether there

is significant non-English exposure resulting in the need to administer the state language proficiency assessment.

Parents who enroll their child in Transitional Kindergarten must complete the HLS as part of the enrollment process. The first HLS (e.g., TK) on file for a student supersedes all HLS forms completed at later times. Therefore, the answers provided on the Initial HLS are documented permanently in SIS. Newly adopted state policy states that TK students with a language status of to be determined (“TBD”) are no longer assessed in TK. Those students will remain with a TBD status until they are assessed in kindergarten.

English Language Proficiency Assessment

All students who indicate that their home language is other than English will be tested with the ELPAC. The ELPAC has four proficiency levels (Level 4: well developed; Level 3: moderately developed; Level 2: somewhat developed; and Level 1: minimally developed) and is aligned with the 2012 California ELD Standards.

The ELPAC consists of two separate assessments:

- Initial Assessment (“IA”)

The ELPAC IA is used only to identify students as either an English Learner, or as fluent in English. The IA is administered only once during a student’s time in the California public school system based upon the results of the home language survey. The locally scored IA will be the official score. The IA is given to students in grades K-12 whose primary language is not English to determine their English proficiency status.

- Summative Assessment (“SA”)

ELs will take the SA every year until they are reclassified as fluent English proficient. The ELPAC SA is only given to students who have previously been identified as an EL based upon the IA results, in order to measure how well they are progressing with English development in each of the four domains. The results are used as one of four criteria to determine if the student is ready to be reclassified as fluent English proficient, to help inform proper educational placement, and to report progress for accountability.

Both the ELPAC SA and IA are assessments administered in seven grade spans – K, 1, 2, 3-5, 6-8, 9-10, and 11-12. In kindergarten and grade 1, all domains are administered individually. In grades 2-12, the test is administered in groups, exclusive of speaking, which is administered individually. The ELPAC IA and SA will be administered via a computer-based platform, while the ELPAC Writing Domain for Kindergarten through 2nd grade will continue to be administered as a paper-pencil test.

Testing times will vary depending upon the grade level, domain, and individual student. Both the ELPAC IA and SA are given in two separate testing windows through the school year.

The IA testing window will be a year-round (July 1-June 30). Any student whose primary language is other than English as determined by the home language survey and who has not

previously been identified as an English Learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be assessed for English language proficiency within 30 calendar days after the date of first enrollment in a California public school, or within 60 calendar days before the date of first enrollment, but not before July 1 of that school year.

The SA window will be a four-month window after January 1 (February 1-May 31). The English language proficiency of all currently enrolled English Learners shall be assessed by administering the test during the annual assessment window.

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

Educational Program(s) for English Language Acquisition

To effectively meet English Learners' academic needs, the Charter School will adopt a Structured English Immersion instructional program schoolwide that provides depth and rigor, allows adequate time for English acquisition, allows students to access the curriculum aligned to State Standards, promotes high expectations, and increases interactions between ELs, teachers and peers. The California Department of Education defines English Language Development as a specialized program of English language instruction appropriate for EL students' identified level of language proficiency. The ELD program is implemented and designed to promote second language acquisition of listening, speaking, reading and writing. Effective classroom practices need to be evident for ELs in every classroom:

- English learners are subject to the same high standards of learning as all students, with consistent expectations across academic subjects including language arts, mathematics, science, and more.
- Our approach incorporates insights from bilingual education and second language acquisition, emphasizing support not only in language learning but in all educational areas.
- We understand that while social language often develops rapidly, academic language proficiency may take 4-7 years.
- Instruction for English learners builds on their prior education and cognitive skills, tailored to their language proficiency levels. Comprehensive, ongoing assessments are vital for monitoring progress and guiding effective instruction.
- Montague Charter Academy also commits to providing professional development for staff to enhance support for English learners, ensuring they meet performance standards through rigorous academic content and receive fair, culturally sensitive evaluations aligned with state and local standards.

The academic achievement of English learners is a collective responsibility that involves educators, families, and the community. Montague Charter Academy is committed to

collaborating with families and the community to guarantee that English learners receive a high-quality education with complete access to the curriculum. The English Learner Master Plan aims to enhance the role of families in the education of English learners and to foster open communication and opportunities for engagement.

Understanding English Learner Diversity

Understanding the distinct needs and characteristics of these groups is crucial for providing appropriate educational interventions and support. Although MCA does not have LTELs, we are vigilant about helping students not become LTELs as they matriculate to middle school.

Long-Term English Learners:

- LTELs have been in English learner programs for several years (typically more than five years) without reaching proficiency.
- They often develop strong social language skills but continue to struggle with academic language, which impacts their reading and writing abilities.
- LTELs may experience academic gaps, feel socially isolated, and might disengage academically over time due to persistent language barriers and lack of appropriate support.

At-Risk LTELs

- This group includes English learners who are on the path to becoming LTELs if they do not receive targeted interventions.
- They exhibit signs of stagnation in language development early on and are at risk of falling behind academically without adequate support and instruction tailored to their language proficiency levels.

English learners at Montague Charter Academy represent a broad spectrum, from newly arrived “Newcomers” to students at risk of becoming Long-Term English Learners. These students come from diverse educational backgrounds and levels of home language literacy, and they often face socioeconomic challenges. The diversity in their previous educational experiences means some may have attended school continuously while others may have had significant interruptions in their education. Understanding these varied backgrounds allows the Charter School to better tailor educational supports to ensure every student can succeed.

Students' ability to acquire English varies, with some picking up the language quickly and others requiring more intensive support. Montague Charter Academy leverages student records to identify these needs accurately. The Charter School is committed to providing a rigorous educational experience for all students through several key program components:

- Benchmark Advance: A reading program
- i-Ready Intervention Software: Tailored educational software for additional support

- Project-Based Learning: Engaging students in hands-on projects
- Reading Eggs Software: An interactive tool to enhance reading skills
- Block Scheduling with Arts and Sciences: Specialized sessions that incorporate arts and sciences
- Integrated Curriculum: Coordination across different subjects
- Small Group Instruction: Targeted teaching to address individual or small group needs
- Paraprofessional Support: In-class assistance to support student learning
- EL Pullout Intervention: Specialized sessions for English learners needing extra help
- EL Newcomer Intervention Program: After School Intervention: Specialized sessions for English learners who have limited English language and have just arrived in the US. The program incorporates the LEXIA Software.
- LTEL Prevention Program: After School Intervention: Specialized sessions for English learners who are at risk of becoming LTELS. The program incorporates the LEXIA Software.
- Explicit direct instruction

These components are designed to meet the needs of all students, particularly those facing more significant challenges in their language acquisition and academic journeys.

Teachers at Montague Charter Academy are equipped to support English learners effectively. The Charter School utilizes portfolios and exhibitions to assess students' mastery of educational standards. Based on these assessments, educators can determine if additional interventions or supports are necessary to facilitate student success.

Instructional Program Description

The California Department of Education outlines English Language Development as specialized instruction tailored to English learners' proficiency levels. This program is essential for fostering proficiency in listening, speaking, reading, and writing. Effective instructional practices must be evident across all classrooms to support English learners.

A diverse range of instructional strategies is crucial for helping English learners grasp content area concepts while acquiring English language skills. All English learners are placed in ELD programs based on their grade and proficiency level, receiving both Designated and Integrated ELD support during the school day.

Designated English Language Development

Designated ELD provides protected and focused instruction time (30-45 minutes daily) targeting students' specific language needs based on their proficiency levels—Emerging, Expanding, or

Bridging. The curriculum is aligned with the 2012 CA ELD Standards and is delivered by qualified teachers. Instruction integrates all four language domains—listening, speaking, reading, and writing—and emphasizes the explicit teaching of vocabulary, reading comprehension strategies, and the activation of background knowledge to connect new topics with what students already know.

Designated ELD instruction utilizes a specific curriculum tailored to each student's English proficiency level. It is delivered by teachers who possess a deep understanding of the English language and the necessary credentials, such as a Multiple Subject Teaching Credential with an aligned EL Authorization (e.g., Bilingual, Crosscultural, Language and Academic Development (“BCLAD”), Crosscultural, Language, and Academic Development (“CLAD”), ELA1, BA1, R1WL/ELD, S22/S-22, R-3/R3B, S6/S-6, and S14). These credentials are valid if they are not Designated Subjects Adult Education Teaching Credential, Child Development Instructional Permit, or a Child Development Supervision Permit.

- The instruction aligns with the ELA/ELD Framework and focuses on:
- Integrating all four language skills (listening, speaking, reading, and writing) across the curriculum.
- Providing daily, meaningful speaking practice using academic English in various settings, supported by response frames and word banks.
- Teaching reading components from phonemic awareness to fluency, progressing to active reading and writing.
- Enhancing vocabulary development through the explicit teaching of words, their parts, and their multiple meanings.
- Delivering explicit instruction in reading comprehension strategies
- Building and activating background knowledge by connecting new topics to what students already know.
- Integrates language instruction with content and themes: Using content or thematic instruction helps English learners assimilate new information and apply language skills across various subjects.

Integrated English Language Development

Mastering content requires that teachers of English Learners employ effective ELD strategies to make the content comprehensible and accessible. This includes organizing instruction to support students while teaching cognitively demanding, grade-level content. Integrated ELD instruction adheres to Common Core State Standards and other content standards (such as NGSS and California History Standards), delivered by content teachers using targeted strategies to ensure students understand the material:

- All ELs will receive Integrated ELD in all content classes throughout their school day.

- Integrated ELD teachers will receive professional development focusing on CA ELD Standards, key features of Integrated ELD, the ELA/ELD Framework, and strategies that help students develop proficiency in reading, writing, listening, and speaking within the content area.

Access to Grade-Level Core Curriculum

To maximize language use and content mastery, teachers must create a safe environment that encourages academic risk-taking. Classroom instruction should emphasize both language acquisition and the attainment of knowledge set by content area standards. Improving language and literacy is central to instruction. Integrated classrooms include ELs of varying levels and abilities, sharing the goal of promoting academic language. Classrooms that enhance language acquisition feature:

- Explicit instruction in language structures and vocabulary comprehensible to students.
- Integration of listening, speaking, reading, and writing skills.
- Use of scaffolds like response frames, word banks, and graphic organizers to help more students access the content.
- Multiple opportunities for academic discourse in each class period, using structured group roles and response frames.
- Regular checks for understanding and active monitoring during independent or group work.
- Weekly analysis of student work (formative assessments).
- Availability of literature within appropriate Lexile levels in classroom and school libraries.

EL Curriculum

The Benchmark Advance curriculum for grades K-5 is designed to comprehensively support English Learners by integrating systematic phonics, word study, and fluency into its reading, writing, speaking, listening, and language instruction. This program scaffolds learning to ensure all students can access and engage with complex texts, utilizing evidence-based strategies during close reading and collaborative discussions. Instruction emphasizes the writing process and encourages students to reference text evidence, enhancing both comprehension and critical thinking. Aligned with the Common Core State Standards for English Language Arts and English Language Development, the curriculum offers a rigorous and engaging learning experience that is consistent with California ELD Standards. Through its structured approach to phonics and phonemic awareness, it aligns with the science of reading, providing the necessary tools for English Learners to build foundational literacy skills effectively. This curriculum also supports ongoing assessment to monitor progress and adapt instruction, ensuring a meaningful and purposeful educational journey for students.

Features of the Benchmark Advance Curriculum include:

- Building foundational skills in phonics, word study, and fluency.
- Scaffolding to help all students access complex informational and literary texts.
- Guiding students in using text evidence during close reading.
- Offering opportunities for developing collaborative conversations.
- Developing writing skills through instruction on the writing process and writing to sources.
- Alignment with the Common Core State Standards in English Language Arts and English Language Development.
- Rigorous, meaningful, purposeful, interesting, and rich content.
- Design that supports authentic and ongoing assessment

How MCA will provide ELs at all English Language Proficiency Levels with Meaningful Access to the Full Curriculum

To promote success for all EL students, teachers and instructors use SDAIE techniques that help to lower students' affective filter (stress level) and provide hands-on, interactive experiences and demonstrations (e.g. using maps, charts, graphs, pictures, realia, props, and/or manipulatives).

Additional SDAIE strategies teachers incorporate into lessons include:

- Controlled vocabulary: identifies terms and phrases that are critical to a topic and provides direct instruction on those terms and phrases. Using controlled vocabulary as a teaching strategy provides focus for students and highlights important terminology (Marzano, 2001).
- Modified speech: assists English Learners by providing speech at a slower rate and with clear enunciation.
- Total Physical Response ("TPR"): assists students with comprehension of vocabulary terms and concepts by using exaggerated gestures and facial expressions.
- Graphic Organizers: (e.g., Thinking Maps) provide a common visual language of fundamental thinking processes: defining in context, classifying, describing, comparing and contrasting, sequencing, cause and effect, whole/part relationships, and analogies. Researchers have found these mental operations help students organize and understand concepts (Genter, 1994).

Teachers design appropriate lessons and pacing plans which reflect native language support opportunities, which scaffold concepts, and which assist students in understanding concepts through:

- Listening and speaking activities that precede reading and writing: Prewriting activities assist students in organizing ideas (Osman, Effects of Advance Organizing Questioning and Prior Knowledge, 1994). Lessons include pre-teaching and re-teaching activities which provide additional opportunities to learn needed skills and concepts.
- Use of cooperative learning groups: Grouping encourages students to have a vested interest in each other's learning, as well as their own. In a cooperative learning situation, interaction is characterized by positive goal interdependence with individual accountability. The vast majority of research comparing student-student interaction patterns indicates that students learn more effectively when they work cooperatively (Johnson, Circles of Learning, 1984).
- Emphasis on vocabulary development: Research emphasizes that vocabulary development is a vital part of all content learning. There is a direct link between vocabulary knowledge and comprehension (West Virginia Department of Education, 2011).
- Assist students in making connections: Lessons will provide opportunities for discussions that tap into students' prior knowledge. A large body of findings shows that learning proceeds primarily from prior knowledge and only secondarily from the presented materials (Lewis, 1991).
- Modeling activities and specific learning strategies (e.g., how to look for clues): Research shows that students learn more if teachers overtly show their problem-solving process to their students. As teachers talk about what they are thinking when solving a problem, students are able to see how to correct mistakes and work through problems (www.usciences.edu/teaching/tips/activities.shtml#modeling).
- Reflection/debriefing on completed activities: Reflection is a key component in experiential learning. Debriefing allows children to consider what they have accomplished and learned and to contemplate ways that the experiences could be adjusted to improve the outcomes (Jones, Experiential Learning Model, 1983).
- Bilingual Paraprofessionals: Students in classrooms of monolingual teachers receive additional primary language support from bilingual paraprofessionals which increases student access to classroom instruction.

Process for Annual Monitoring and Evaluation of the EL Program Effectiveness

MCA continues to conduct annual program and data review to examine student academic achievement by sub-group, including students designated as English Learners. We look at various data points to monitor progress including: attendance, grades, reclassification rates, performance in English Language Arts and mathematics on annual state subject-area assessments, grade-level formative and summative assessments and retention/promotion rates.

The evaluation for program effectiveness for English Learners include:

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

Evaluating our English Learner program involves systematic planning and the implementation of both formative and summative evaluations, along with incorporating the annual needs assessment conducted by the English Learner Advisory Committee. These evaluations and the assessment use a variety of data to assess the effectiveness of practices, services, and procedures.

Formative evaluations occur during the first semester and allow for the immediate application of feedback to enhance the program. At the end of the year, summative evaluations help identify the program’s successes and areas needing improvement. The annual needs assessment by ELAC further informs this process, ensuring a comprehensive evaluation. Based on these insights, we decide whether to continue, modify, or discontinue certain practices for the next school year.

Together, these evaluations and the annual needs assessment are integral to making informed decisions and setting effective policies for our English Learner programs.

Timeline	Activity	Participants
Summer/August	Goal setting for EL schoolwide program	School Leaders and EL Coordinator
August	Implement strategies, protocols, and activities to achieve schoolwide goals for English Learners	School Leaders and EL Coordinator
October	Formative Program Evaluation Walkthrough	School Leaders, EL Coordinator, Lead Teachers
December	Plan changes for Second Semester	School Leaders and EL Coordinator
January	Implement changes	School Leaders and EL Coordinator
April–May	Summative Program Evaluation Walkthrough Review ELAC recommendations	School Leaders, EL Coordinator, Lead Teachers (may invite stakeholders, such as ELAC members)
June	Plan changes for the upcoming school year	School Leaders and EL Coordinator

Reclassification Procedures

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

English Proficiency Assessment of Language Proficiency / ELPAC: The student must demonstrate English Proficiency by achieving an Overall Score of 4 on the summative ELPAC. Students taking the Alternate ELPAC show English Proficiency by achieving an Overall Score of 3.

Teacher Evaluation: The teacher has determined that the student has demonstrated grade level proficiency as evidenced by the following: ELA progress report grade 3 or 4 in Reading and Writing.

Basic Skills Performance: Comparison of the pupil’s performance in basic skills against an empirically established range of performance and basic skills (Currently i-Ready or DIBELS) based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English. The student has demonstrated basic grade-level skills in English as evidenced by the adopted, grade-level basic skills assessment as follows:

- Grades K – 2: Score of Meets Standards or Above on i-Ready OR placed At Benchmark or Above Benchmark on the DIBELS
- Grades 3 – 5: Score of Meets Standards or Above on i-Ready OR Score of Standard Met (3) or Standard Exceeded (4) on the Smarter Balanced Assessment

Parent Consultation: Parent engagement managed through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parents’ opportunity to participate, and encouragement of the participation of parents or guardians in the reclassification procedure including seeking their opinion and consultation during the reclassification process.

When a student meets the reclassification criteria, the EL Coordinator contacts the parent to review the criteria. A Notification of Reclassification letter is generated and sent home to parents/guardian. By signing this letter, the parent acknowledges the student's language classification change to Reclassified Fluent English Proficient).

Monitoring Reclassified Students

After students are reclassified as RFEP, Montague Charter Academy continues to monitor their academic progress using the Student Support and Progress Team (“SSPT”) process until they complete their education at the academy. If a reclassified English Learner is not making academic progress and there appears to be a continuing language barrier, the school provides additional support. This includes tutoring, accommodations, support classes, and other instructional aids.

The SSPT process involves an initial review of student data and a planning session for interventions, followed by the implementation of these interventions and monitoring their effectiveness over a 6–8-week period. If the initial interventions are not effective, a follow-up SSPT meeting is held to reassess and adjust the action plan. This might include consulting with specialists and considering further assessments or adjustments to the educational approach.

This structured follow-up ensures that each student's educational needs are continuously addressed, supporting their successful progression and academic achievement at MCA.

The thirty (30) day requirement applies to students who are entering a California public school for the first time or for students who have not yet completed initial ELPAC testing. All other students whose parents/guardians have indicated a home language other than English will continue with annual ELPAC testing based upon the date last tested at the prior school of enrollment.

Reclassification Criteria for Students with IEPs

1. Assessment of English Language Proficiency:

- Achieve an Overall Summative ELPAC score of 4 or if taking the Alternate Summative ELPAC a performance score of 3

2. Teacher Evaluation:

- Elementary: Composite mark of 3 or 4 in reading and writing.

3. Parent Consultation:

- Involve and consult parents during the IEP meeting about reclassification.

4. Performance in Basic Skills:

- Score at the basic or benchmark level or above using alternate assessments like the California Alternate Assessment

Process for Reclassification (SPED)

Initial Review:

- The IEP Team which includes, the classroom teacher, evaluates the student's academic and language progress.
- The EL Coordinator must be part of the IEP team to ensure that ELD criteria is met.

Documentation and Parent Consultation:

- Document all team findings and recommendations.

- Conduct a detailed consultation with parents during the IEP meeting.

Decision Making:

- If criteria are met, proceed with recommending reclassification.
- If not met, consider further assessments or IEP adjustments.

Completion of Reclassification:

- Complete and update necessary documentation.
- Notify parents formally and develop a transition plan.

This process ensures that the reclassification of students with IEPs is thorough, considering both their educational needs and accommodations.

Gifted and Talented (“GATE”) Students and Students Achieving Above Grade Level

Montague Charter Academy has developed a comprehensive approach to identifying and supporting potential GATE/High Achieving students. At MCA, we use the Otis Lennon School Abilities Test (“OLSAT”) to identify GATE students. All students receive differentiated instruction and extended program support within their classrooms. High-achieving students are identified through a multifaceted approach that includes summative and formative classroom assessments, teacher observations, parent input, and performance on standardized assessments including the SBAC. The Assistant Principal is the onsite designee for parents to contact regarding GATE, and for monitoring progress of the identified students.

MCA remains committed to implementing diverse strategies to identify and support academically high-achieving students.

- **Differentiated instruction** is tailored to meet the diverse learning levels and styles within the classroom. Teachers adjust their instruction to address individual student needs, ensuring that the curriculum is accessible to everyone. This approach allows academically high-achieving students to deepen their understanding of the same instructional content as their peers while expanding on classroom learning.
- **Small group instruction and skill development** emphasize center-based activities where students work independently, with peers or a teacher assistant. This strategy allows GATE students to practice skills independently using self-checking and to build leadership skills while engaging with peers or receiving guidance from an adult in a small group setting, supporting their progress toward meeting grade-level standards and reaching their full academic potential.
- **Modeling step-by-step problem-solving strategies** is a process where the student thinks aloud in front of peers, modeling a logical sequence to solve a problem. This process includes gathering information, connecting to prior knowledge, self-questioning to determine which problem-solving strategies to use, applying those strategies, and

analyzing the solution. This strategy provides scaffolding for students who need processing support to access grade level content.

- **Extended Programs** (e.g., art, music, science, technology, Robotics and physical education) offer hands-on, real-world experiences that provide a strong foundation in the arts and sciences for GATE students. These programs enable students to expand and enrich their knowledge, supporting their continued educational growth beyond their immediate community.
- **Graphic Organizers:** provide a common visual language of fundamental thinking processes: defining in context, classifying, describing, comparing and contrasting, sequencing, cause and effect, whole/part relationships, and analogies. Researchers show that these mental operations help GATE students organize and understand concepts.

MCA continually analyzes multiple data points to monitor progress, such as attendance, grades, performance in English Language Arts and mathematics on state assessments, grade-level formative and summative assessments, and retention/promotion rates. We are committed to conducting an annual review of programs and data to evaluate student academic achievement across various sub-groups, including those identified as gifted/high achieving.

Students Achieving Below Grade Level

Students who are at-risk of retention, who have been retained, or who are achieving below grade level receive additional support through priority placement in intervention programs during the school day. Academically low-achieving students are identified through a multifaceted approach utilizing summative and formative assessments, teacher observations, parent input, and performance on standardized assessments including the CAASPP and the ELPAC. These students are monitored frequently throughout the year by their classroom teacher via periodic assessments and by support personnel and intervention teachers using designated assessments for the intervention program. Assessments may include i-Ready grade-level benchmark assessments in English Language Arts, reading and math. Once students have demonstrated proficiency on intervention assessments, they are eligible to be exited from the intervention program, but they continue to be closely monitored by their classroom teacher and support personnel.

Additionally, students receive assistance through participation in the following activities:

- **Differentiated instruction** designed to meet the needs of varied learning levels and styles within the classroom. Teachers modify instruction based on student needs to ensure that the curriculum is accessible to all students. This strategy allows academically low-achieving students to access classroom curriculum learning the same instructional content as their peers.
- **Classroom RTI strategies/interventions** “Response to Intervention, a schoolwide process of early intervention and prevention of academic and behavioral problems. It is a process that utilizes all resources within a school in a collaborative manner to create a single, well-integrated system of instruction and interventions guided by student outcome data.” This strategy allows for targeted intervention to assist students in mastering grade level standards both in the classroom and outside of the classroom during the school day.

- **Small group instruction/skill development** focuses on center-based activities where students can work independently, with peers, or one-on-one with an adult. This strategy allows students to practice skills independently using self-checking to build confidence or to receive intensive focused instruction while interacting with their peers or an adult in a small setting providing support towards achieving grade level standards.
- Through the use of **Re-teaching** teachers are able to provide students with additional interactions with key concepts that have been identified as an area of need. This allows students to learn skills taught using a different approach to the content as a targeted intervention towards achieving grade level standards.
- Teachers and support staff use data from state testing and embedded program assessments to determine individual student strengths and weakness in both skill development and conceptual understanding. **One-on-one instruction** allows for individualized intervention as the student explains his/her thinking while working with an adult instructor who is able to guide the student through any areas of misunderstanding towards mastery of content.
- **Peer support** through classroom partners “is an instructional strategy that consists of student partnerships, linking high achieving students with lower achieving students or those with comparable achievement, for structured reading and math study sessions. According to Rohrbeck, Ginsburg-Block, Fantuzzo, & Miller (2003), peer tutoring is an effective “systematic, peer-mediated teaching strategy” (p. 204). “Peer tutoring interventions were more effective or showed greater gains for: a) students in grades 1-3; b) urban settings; c) low socio-economic areas; d) minority students; e) schoolwide prevention programs; and f) when students controlled tutoring sessions (Rohrbeck, et al., 2003).” All students work with a partner as part of daily instructional practice.
- **Realia/manipulative-based hands-on activities** provide students with opportunities to build strong foundational concepts that will promote successful understanding of grade level standards. Providing **background experiences** through the use of realia and arts performances allows students to have an experiential base upon which they can add new learning experiences to build a deeper understanding of content by making connections to what they already know.
- Teaching of **step-by-step problem-solving strategies** is a process where the teacher thinks out loud in front of the students modeling an effective sequence of “logical thinking” to solve a problem through: gathering information, making connections to prior knowledge, self-questioning as to which problem-solving strategies could be used, applying the strategies, and analyzing the solution. This strategy provides scaffolding for students who need processing support to access grade level content.
- **Pre-teaching** of vocabulary and other instructional content to targeted students prior to whole class instruction helps students to focus on and master smaller pieces of content so that when they are part of the whole group, they are already familiar with the content of the lesson and can participate in class discussions with an increased comfort level.

- **Additional support from the classroom paraprofessional** addresses student’s individual learning needs, provides individual student support during whole group instruction, and reinforces academic and language needs in small group settings.
- **The Pre-retention Intervention Program** is designed to address student needs early in the school year so that a student is less likely to have to repeat the instructional year due to non-mastery of grade level content. An action plan is completed during report card conferences as part of a collaboration process between the parents and the teacher for all students who are at risk for retention. This action plan identifies specific strategies that will be implemented at home and at school in order to help at-risk students achieve grade level standards.
- Additional student support is available in **Daily intervention programs** before, during, and after school hours. These programs currently include: Think Together, Expanded Learning Opportunities Program
- The **Parent Center Support Network** also provides families of students needing additional support with access to programs outside of the Charter School.

Socioeconomically Disadvantaged/Low-Income Students

MCA is committed to meeting the needs of all students. Since approximately 90% of our students come from low-income families (FRL), most of the decisions made at MCA are centered around their needs. Everything from field trips to software choices to technology is made with FRL students in mind. MCA makes sure that all access to the curriculum and enrichment opportunities are free to all MCA students including meals. MCA understands that part of supporting socioeconomically disadvantaged students includes an effort to expose our students to opportunities that middle to upper class students are privileged to experience. MCA is committed to providing those opportunities year-round through the additional funds that we receive to do so. One of the center pieces of our efforts to support our low income families is our intervention program. It is described below:

The MCA Intervention programs is designed with a collaborative and research-based approach that responds to schoolwide and subgroup student achievement data and authentic teacher observation. Together, the school leadership team, including administrators, curriculum coordinators, teachers and support staff, identify students performing below grade level and develop strategies to support them. Faculty work together to implement a variety of intervention approaches and models in a Multi-Tiered System of Supports (including 3-Tiered Response to Intervention) and evaluate the program’s effectiveness frequently throughout the school year. Programmatic features are frequently modified in response to student needs. The following explains the 3 – Tiered model of interventions for students at all levels of achievement.

Tier 1 enhances core classroom instruction through differentiation to support all learners and aims to prevent achievement gaps. Tier 1 includes a multitude of effective teaching strategies including, but not limited to, scaffolding of content, small group instruction, and the use of graphic organizers, such as Thinking Maps.

Tier 2 is our year-long intervention initiative. It is meticulously crafted based on comprehensive analysis of both internal and state ELA and Math data. The intervention is divided into 6–8-week sessions, with students selected based on a combination of SBAC and their most recent i-Ready scores.

In the first session, we focus on students significantly below grade level in ELA. For the second session, we again target ELA, using updated i-Ready data. With flexible grouping, we are able to easily move students who made significant progress out of the program, keep students who required an additional six weeks, and add new students who are still significantly behind in ELA. The third session shifts focus to math, following the same process.

Our intervention team is composed of the instructional coordinator and five dedicated teachers, all equipped with training in curriculum, instructional methods, and best practices to ensure alignment between classroom instruction and intervention sessions. Intervention sessions occur 4 times a week for 30 minutes, with no more than 6 students per teacher.

Tier 3 is an intensive intervention designed to support students who are performing significantly below grade level. At this stage, the Student Support and Progress Team gathers additional assessment data and holds follow-up meetings every 6-8 weeks to evaluate academic progress. If the team, including the parent, determines that there is little to no progress, the student is referred to the School Psychologist or other support personnel for an evaluation to identify whether learning or other disabilities are affecting the student’s ability to process information. If the student qualifies for special education services, an Individualized Education Program will be developed to provide targeted support.

Students with Disabilities

MCA has selected Option 3 in Los Angeles Unified School District’s Charter Operated Programs. Please refer to the District Required Language included at the beginning of Element 1.

Students in Other Student Groups

Homeless

Students and families who lack a fixed, regular, and adequate nighttime residence (e.g., shelter, motel, campground, car, park, etc.) have specific rights and protections under the McKinney-Vento Act. MCA will identify those students and families through the Student Residency Questionnaire included in the MCA Welcome Packet for returning students, in the enrollment packet for new students. Families will be referred to the MCA Homeless Liaison who will provide resources for the families as well as ongoing case management to make sure that the families' needs are being met.

Foster Families

Students that are not under custody of their parents are identified upon enrollment when the name of the adult enrolling doesn’t match the parent on the birth certificate. The guardian provides legal documents that support the guardianship. That information is placed on our

student database software where it flags them and our Community Schools Coordinator is notified for support.

Monitoring Student Progress

The Charter School will monitor the progress of the students in this group by keeping an Excel spreadsheet of case management dates and the kind of service that was offered to the families. Our Community Schools Coordinator checks back with them periodically.

Student and Family Supports

The Homeless Liaison will make sure that families are connected to “Hop Skip Drive,” an initiative to support families who are unhoused or experience chronic absenteeism, as a way of monitoring student needs of utilization of services.

In addition, the Homeless Liaison will make Housing referrals to SPA 2 and help families get immediate housing support such as emergency shelters, permanent supportive housing or motel vouchers depending on what the family’s situation might be.

The Homeless Liaison will also make sure to provide food bank resources and referrals to make sure the families are provided with food and water.

The Homeless Liaison will also make clothing and uniform referrals with the Volunteer league in Van Nuys, to make sure families are provided with clothing for the students.

In addition, families will be supported by continuing to bring and offer information with resources such as Big Smiles (Dental), Child Resource Center, Internet resources, and the Department of Mental Health to provide counseling, and child care for these families.

All the above-mentioned services and supports are offered to foster families as well.

Both Homeless and Foster families are able to access all the tutoring and after school services that all MCA has to offer.

“A Typical Day at Montague Charter Academy”

A typical day at Montague Charter Academy is well organized and structured to make the best use of time for students and staff in a comfortable and nurturing environment where students thrive. Clearly-defined responsibilities and schedules ensure a campus where students are well supervised at all times and highly engaged in a rigorous instructional program.

MCA’s faculty and staff include the administrative leadership team (Principal, Assistant Principal, and Curriculum Coordinators), classroom teachers, Arts and Sciences teachers, teaching assistants, classroom paraprofessionals, yard supervisors, and cafeteria staff.

5:30 AM Plant and operations management staff arrive early to ensure a clean, well maintained learning environment for students. Cafeteria staff arrive to prepare meals.

- 6:45 AM Students participating in *Think Together* or *Ready, Set, Go!* morning programs arrive. MCA Yard Supervisors and other personnel oversee morning drop-off. It is not uncommon to see the MCA administrative team at the driveway welcoming families to start the day. Our counseling team is always vigilant at the start of the day in case there is a crisis or if they need to “check-in” with a student
- 7:15 AM Breakfast is served. 100% of MCA students qualify for free and reduced lunch, with many of them are on campus early to participate in the breakfast program.
- 8:10 AM The first bell rings for students to line up for class where their teachers meet and greet them and walk them to class. Morning announcements inform staff and students of daily events and important reminders. Special recognitions are also honored during morning announcements and the MCA Choir leads the singing of the “Montague Song,” which helps to build school pride.
- 8:15 AM Classroom instruction begins. Depending on grade and classroom schedules, Language Arts and math instruction begins, while others attend an Art and Sciences class (Science Lab, Visual Arts, Music).
- 8:30 AM Teacher’s Assistants arrive for their 4.75-hour shift in their assigned classroom. Small group instruction in ELA, Math, Designated ELD and integrated Science and Social Studies best describe most of how TA time is spent before lunch.
- Identified students, based on data, work with Intervention and Resource Teachers who push-in for ELA and Math as part of our inclusion program. It is common when visiting a class to see a small group session with a class of 21 students divided into 3 groups with three adults teaching each station (teacher, TA, and RST).
- A visitor to MCA classrooms would see small groups of students working together using Thinking Maps to build the critical thinking, problem-solving, comprehension, and communication skills; annotating (Close Reading) and examining details of the day’s materials to uncover deeper meaning; Think-Pair-Share (Kagan) to collaborate with classmates in finding solutions and share their ideas, making information easier for students to remember; and other hands-on activities in their labs.
- 9:30 AM Staggered recess periods of 20 minutes begin for TK/K and 1st graders. Recesses continue in 20-minute cycles through late morning so each grade (2nd-5th) can enjoy safe outside play and exercise in smaller numbers. MCA yard supervision staff oversee all the play and safety. Second chance breakfast is available for those that didn’t eat breakfast before school or require a snack.
- 10:50 AM A 20-minute lunch begins for TK students and subsequent grade-levels (K-5) in staggered lunch cycles continue every 20 minutes after kindergarten has concluded their lunchtime and 20 minutes of afternoon recess. Café Staff is visible and serves food from scratch daily. Yard supervision staff oversee all the play and safety at lunch play. After lunch, more of what takes place in the morning continues.

- 1:15 PM Teacher's Assistants leave. Depending on the time of the year or week, classes may attend gardening instruction in our Edible Outdoor Classroom and Garden, nutrition classes, Physical Education, or Reader's Theatre.
- 2:40 PM The school day ends. On regular days, teachers walk students to the dismissal area where they will be picked up by family or youth services program representatives. Plant and operations staff begin sweeping and preparing for nighttime security.
- 2:50 PM Three afterschool programs begin.
- 6:00 PM Afterschool programs end.
- 8:00 PM Custodial staff leaves after preparing the school for the next day and securing the campus before closure.

Element 2 – Measurable Pupil Outcomes and Element 3 – Method by which Pupil Progress Toward Outcomes will be Measured

“The measurable pupil outcomes identified for use by the charter school. “Pupil outcomes,” for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school’s educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subdivision (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school.” (Ed. Code § 47605(c)(5)(B).)

“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.” (Ed. Code § 47605(c)(5)(C).)

MEASURABLE GOALS OF THE EDUCATIONAL PROGRAM

Charter School shall meet all statewide content and performance standards and targets. (Ed. Code §§ 47605(d)(1), 60605.)

Charter School shall comply with all applicable laws and regulations related to AB 97 (2013) (Local Control Funding Formula) and AB 484 (2013), as they may be amended from time to time, including all requirements pertaining to pupil outcomes.

STANDARDIZED TESTING

Charter School agrees to comply with state requirements for participation and administration of all state-mandated tests, including computer-based assessments. Charter School shall submit and maintain complete, accurate, and up-to-date California Longitudinal Pupil Achievement Data System (CALPADS) data in accordance with the requirements of California Code of Regulations, title 5, section 861. Charter School hereby grants authority to the State of California to provide a copy of all test results directly to the District as well as Charter School. Upon request, Charter School shall submit, in the requested format (e.g., CD), a copy of the results of all state-mandated tests to the District.

Measurable Goals of the Educational Program & LCFF Pupil Outcomes

Montague Charter Academy is committed to providing a high-quality, consistent educational environment and experience for students that prepares them with the skills, experience, and knowledge to enter and succeed in middle school and beyond.

Annual goals set as a means of achieving this objective are outlined in the Charter School’s Local Control and Accountability Plan. For further information on these goals, actions and performance targets, please see the LCFF State Priorities table provided in Element 1.

The Charter School shall also present a report on the annual update to the LCAP and the LCFF budget overview for parents on or before February 28 of each year as part of a nonconsent item at a regularly scheduled MCA Board meeting.

Performance Targets Aligned to State Priorities

For *Specific Performance Targets* for all pupils and for each student group, please see the LCFF State Priorities table provided in Element 1, incorporated herein by reference.

Method for Measuring Pupil Progress Toward Outcomes: Formative & Summative Assessments

Assessments			
Type	Frequency	Grades/Content	Description
Local Core Assessments – i-Ready (SBE approved “state verified data source”)	3x per year	All grades, Reading and Math	Local Core Assessments align to the standards covered and suggested pacing in each grade/content. These assessments are aligned with the CCSS and SBAC and provide important information to teachers for planning, instruction and supports for students. Based on consistent, standards-based instruction, students are expected to meet individualized growth targets established based on the BOY diagnostic.
Smarter Balanced Summative Assessments	1x per year	Grades 3-5 ELA and Math	Smarter Balanced Summative Assessments are comprehensive end of year assessments in ELA and Math that are aligned with the CCSS for ELA Mathematics. Students are expected to demonstrate growth towards grade-level CCSS with the goal of “meeting/exceeding” standards as the Charter School seeks to close the DFS schoolwide and for student groups.

California Alternate Assessment (“CAA”)	1x per year	All grades, identified students only	Students with cognitive disabilities take the CAA Instead of the Smarter Balanced Summative Assessment. This test is modified to appropriately assess the ELA/Literacy and mathematics progress and performance of specific students designated to engage in a modified curriculum as specified in their IEP. Students are expected to demonstrate growth towards goals established in their IEPs.
California Science Assessment Test	1x per year	Grade 5	California Next Generation Science Standards summative assessment is administered in the spring for grade 5 as part of the California Assessment of Student Performance and Progress. Students are expected to “meet/exceed standards” for the grade-level CAST. The Charter School seeks to close the distance from standard year over year both schoolwide and for student groups.
English Language Proficiency Assessments for	1x per year	English learners in grades 2-5	ELPAC measures provide both initial and annual summative assessment of an English learner’s proficiency in the domains of Reading, Writing, Listening and Speaking. For the Summative ELPAC, students are expected to demonstrate annual growth in English language mastery leading to reclassification.
Physical Education Test	1x per year	Grade 5	Students in grade 5 participate in this State required assessment on basic components of California Physical Education Standards. Students are expected to demonstrate a healthy level of fitness over a series of physical activities appropriate for their age.

As an independent charter school, MCA tests independently from LAUSD. Assessments and standardized testing of students with disabilities are conducted using state guidelines for modifications and accommodations.

Data Analysis and Reporting

Ongoing data gathering and analysis guides and informs decisions for determining successful progress or the need for program adjustments.

Data Sources		
Data	Purpose	Frequency
Formal and informal classroom observations	To measure the effectiveness of instruction, data is used to inform professional development needs and provide teachers with actionable feedback. Observations and coaching sessions are documented in an outline portal	Every other week
Classroom curriculum and instruction walk-throughs	To measure the degree of and consistency with which grade appropriate standards-based instruction is taking place, data is used to identify trends to inform professional development and share best practices.	Multiple times a month

Student data and work analysis	To identify student misunderstandings and misconceptions, data is used to adjust scope/sequence, unit and lesson plans.	Ongoing as part of professional development
Analyzing the results of local and/or state assessments	To measure the degree to which students demonstrate growth towards meeting grade-level standards and/or state expectations for levels of standards mastery data is used to adjust instruction, determine needed accelerations and the overall instructional program.	Varies depending on assessment
Analyzing the results of parent and student surveys	To measure the degree to which parents and students are satisfied that our school is meeting their needs and addressing the goals of our charter, feedback from families and students is collected and analyzed periodically	Annual

At MCA, analyzing data is an elaborate process. Data is collected from various systems/platforms used by the school and presented at various meetings for examination and reflection. For teachers the data collected helps drive their instructional choices. For parents, depending on the time of year, parent meetings including conferences, data is shared from a variety of sources covering absenteeism, math/reading growth performance, and state mandated assessments. The SSC and ELAC are regularly presented data by the administration to track progress on LCAP metrics and assess effectiveness of the instructional program. Additionally, the Board of Directors regularly reviews data presented by the Executive Director.

Grading, Progress Reporting and Promotion/Retention

At MCA, teachers apply a 4-point standards-based grading scale to align to state standardized assessments, where 4 “exceeds” standard; 3 “meets” standard; 2 is standard “nearly met;” and 1 is standard “not met.” The Charter School grading policy is as follows and is listed on the back of the report card: 4 (90%-100%) Exceeds grade level standards, 3 (70%- 89%) Meets grade level standards, 2 (60%-69%) Partially meets grade level standards, 1 (0%-/59%) Not meeting grade level standards.

Students in danger of receiving a 2 or 1 on their report card receive a progress report at the mid-way mark to the Fall and Spring Report Card as well as all students receiving a report card at the Fall and Spring Parent Conferences usually held in November and March. The third report card is sent home at the conclusion of the school year.

At MCA, we believe every child is capable of performing at high levels and achieving their personal learning potential. We make every effort through a personalized curriculum and engaged community of faculty and staff to ensure students are ready and able to matriculate to the next grade.

Element 4 – Governance

“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.” (Ed. Code § 47605(c)(5)(D).)

GENERAL PROVISIONS

As an independent charter school, Charter School, operated as or by its nonprofit public benefit corporation, is a separate legal entity and shall be solely responsible for the debts and obligations of Charter School.

Charter School shall not be operated as, or be operated by, a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization. (Ed. Code § 47604.)

Charter School shall ensure that, at all times throughout the term of the Charter, the bylaws of its governing board and/or nonprofit corporation are and remain consistent with the provisions of this Charter. In the event that the governing board and/or nonprofit corporation operating Charter School amends the bylaws, Charter School shall provide a copy of the amended bylaws to CSD within 30 days of adoption.

Charter School shall comply with the Ralph M. Brown Act (“Brown Act”). All meetings of the Charter School’s governing board shall be called, held and conducted in accordance with the terms and provisions of Education Code section 47604.1 and the Brown Act including, but not limited to, those related to meeting access and recording, notice, agenda preparation, posting and reporting.

Charter School shall send to the CSD copies of all governing board meeting agendas at the same time that they are posted in accordance with the Brown Act. Charter School shall also send to the CSD copies of all board meeting minutes within one week of governing board approval of the minutes. Timely posting of agendas and minutes on Charter School’s website will satisfy this requirement.

The District reserves the right to appoint a single representative to the Charter School governing board pursuant to Education Code section 47604(c).

LEGAL AND POLICY COMPLIANCE

Charter School shall comply with all applicable federal, state, and local laws and regulations, and District policies as it relates to charter schools adopted through Board action.

Charter School shall comply with all applicable federal and state reporting requirements, including but not limited to the requirements of CBEDS, CALPADS, the Public Schools Accountability Act of 1999, and Education Code section 47604.33.

Charter School shall comply with the Brown Act and the California Public Records Act.

The Charter School shall comply with Government Code Section 1090, et seq., as set forth in Education Code section 47604.1.

Charter School shall comply with the Political Reform Act of 1974. (Gov. Code § 81000 et seq.)

Charter School and all employees and representatives of Charter School, including members of Charter School's governing board, members of Charter School or governing board committees and councils, Charter School administrators, and managers, shall comply with federal and state laws, nonprofit integrity standards, and LAUSD charter school policy, regarding ethics and conflicts of interest. Charter School shall enter into all transactions and conduct business with all persons and entities at arm's length or, in the case of otherwise permissible related party transactions, in a manner equivalent to arm's length.

Charter School shall notify parents, guardians, and teachers in writing within 72 hours of the issuance of a Notice of Violation, Notice of Intent to Revoke, Final Decision to Revoke, Notice of Non-Renewal, or equivalent notice, by the LAUSD Board of Education.

TITLE IX, SECTION 504, AND UNIFORM COMPLAINT PROCEDURES

Charter School shall designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under Title IX of the Education Amendments of 1972 (Title IX) and section 504 of the Rehabilitation Act of 1973 ("Section 504"), including any investigation of any complaint filed with Charter School alleging its noncompliance with these laws or alleging any actions which would be prohibited by these laws. Charter School shall notify all of its students and employees of the name, office address, and telephone number of the designated employee or employees.

Charter School shall adopt and publish complaint procedures providing for prompt and equitable resolution of student and employee complaints alleging any action that would be prohibited by Title IX or Section 504.

Charter School shall adopt and implement specific and continuing procedures for notifying applicants for admission and employment, students and parents of elementary and secondary school students, employees, sources of referral of applicants for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements with Charter School, that Charter School does not discriminate on the basis of sex or mental or physical disability in the educational programs or activities which it operates, and that it is required by Title IX and Section 504 not to discriminate on any such basis.

Charter School shall establish and provide a uniform complaint procedure in accordance with applicable federal and state laws and regulations, including but not limited to all applicable requirements of *California Code of Regulations*, title 5, section 4600 et seq.

Charter School shall adhere to all applicable federal and state laws and regulations regarding pupil fees, including Education Code sections 49010 - 49013, and extend its uniform complaint procedure to complaints filed pursuant to Education Code section 49013.

Charter School shall extend its uniform complaint procedure to complaints filed pursuant to the Local Control Funding Formula legislation provisions set forth in Education Code section 52075.

RESPONDING TO INQUIRIES

Charter School, including its nonprofit corporation shall promptly respond to all reasonable inquiries, including but not limited to inquiries regarding financial records from the District, and shall cooperate with the District regarding any inquiries. Charter School acknowledges that Charter School, including but not limited to its nonprofit corporation, is subject to audit by LAUSD, including, without limitation, audit by the District Office of the Inspector General. Charter School shall provide the District with current, complete, and accurate contact information for Charter School, Charter School administrators, and Board members.

If an allegation or other evidence of waste, fraud, abuse, or other material violation of law related to Charter School's operations, or breach of the Charter, is received or discovered by the District, Charter School, including but not limited to its nonprofit corporation, employees, and representatives, shall cooperate with any resulting inquiry and/or investigation undertaken by the District and/or the Office of the Inspector General Investigations Unit.

Charter School acknowledges and agrees that persons and entities that directly exercise control over the expenditure of Charter School's public funds shall be subject to all necessary and appropriate District charter school oversight.

NOTIFICATION OF THE DISTRICT

Charter School shall notify the Charter Schools Division (CSD) in writing of any citations or notices of workplace hazards, investigations by outside governmental regulatory or investigative agencies, lawsuits, changes in corporate or legal status (e.g., loss of IRS 501(c)(3) status), or other formal complaints or notices, within one week of receipt of such notices by Charter School. Unless prohibited by law, Charter School shall notify the CSD in writing of any internal investigations within one week of commencing investigation. Charter School shall notify the CSD within 24 hours of any dire emergency or serious threat to the health and safety of students or staff.

STUDENT RECORDS

Upon receipt of a student records request from a receiving school/school district, Charter School shall transfer a copy of the student's complete cumulative record within ten (10) school days in accordance with Education Code section 49068 and all student confidentiality and privacy laws including compliance with the Family Educational Rights and Privacy Act (FERPA). Charter School shall comply with the requirements of California Code of Regulations, title 5, section 3024, regarding the transfer of student special education records. In the event Charter School closes, Charter School shall comply with the student records transfer provisions in Element 15. Charter School shall comply with the requirements of Education Code section 49060 et seq., which include provisions regarding rights to access student records and transfer of records for youth in foster care.

PARENT ENGAGEMENT

Charter School shall not require a parent or legal guardian of a prospective or enrolled student to perform volunteer service hours, or make payment of fees or other monies, goods, or services in lieu of performing volunteer service, as a condition of his/her child's admission, continued enrollment, attendance, or participation in the school's educational activities, or otherwise discriminate against a student in any manner because his/her parent cannot, has not, or will not provide volunteer service to Charter School.

The Charter School may encourage parental involvement, but shall notify the parents and guardians of applicant students and currently enrolled students that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. (Ed. Code § 47605(n).)

FEDERAL PROGRAM COMPLIANCE

As a recipient of federal funds, Charter School has agreed to meet all applicable programmatic, fiscal and other regulatory requirements of the Elementary and Secondary Education Act (ESEA, also known as Every Student Succeeds Act (ESSA)) and other applicable federal programs. Charter School understands that it is a local educational agency (LEA) for purposes of federal compliance and reporting purposes. Charter School agrees that it will keep and make available to the District any documentation necessary to demonstrate compliance with the requirements of ESEA and other applicable federal programs. Charter School also acknowledges that, as part of its oversight of Charter School, the District may conduct program review for federal as well as state compliance.

NON-PROFIT PUBLIC BENEFIT CORPORATION (501(c)(3))

Montague Charter Academy is a direct-funded independent charter school, operated by Montague Charter Academy for the Arts and Sciences, a California Nonprofit Public Benefit Corporation, pursuant to California law.

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

GOVERNANCE STRUCTURE

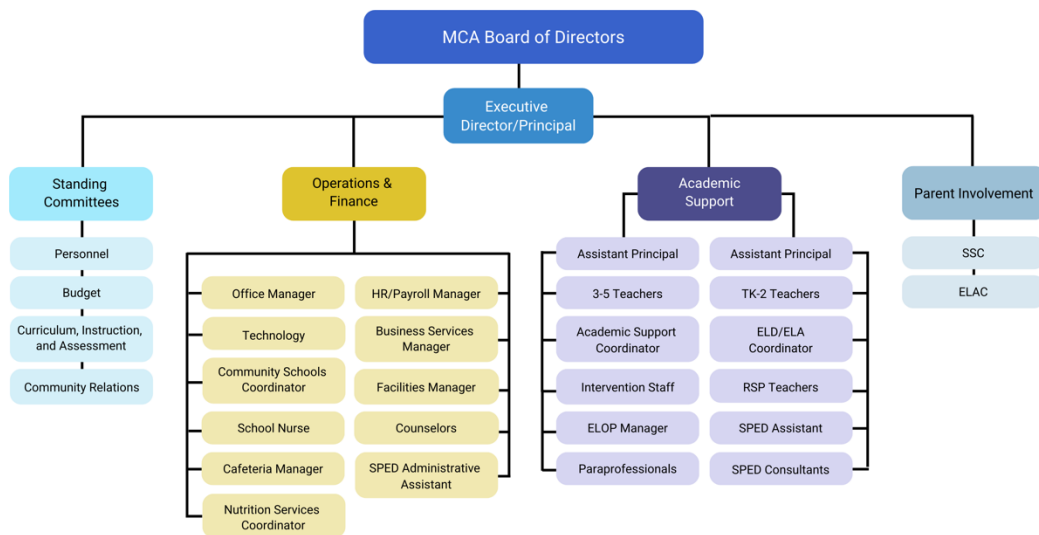
Montague Charter Academy – Organizational Management Chart

Below is the MCA organizational chart which describes the operational structure of the Board of Directors (“Board”), school administration, faculty, and staff. The Board of Directors directly

supervises the Principal and oversees four committees: Budget; Personnel; Curriculum, Instruction and Assessments; and Community Relations.

The Executive Director/Principal directly supervises the Assistant Principals and oversees the daily operation of the Charter School including all classified staff, operations, plant, cafeteria managers, and any contracted vendors. The Executive Director/Principal also works directly with the back office financial and accounting service provider to supervise the Charter School budget and overall financial health of the Charter School.

The Coordinator(s) report to the Assistant Principals, who also oversee all certificated staff and instructional programs, inclusive of achievement toward academic performance indicators schoolwide and by each subgroup. Teaching assistants work directly with certificated staff to support the educational program in each classroom. MCA leadership reserves the right to make changes to the organizational structure in response to school, programmatic, or student needs.



The MCA Board’s Authority

The Charter School is governed by the Board of Directors of Montague Charter Academy of the Arts and Sciences (“Board” or “Board of Directors”) in accordance with its adopted corporate bylaws, which shall be consistent with the terms of this charter. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the Articles of Incorporation or Bylaws, the corporation’s activities and affairs are managed, and all corporate powers are exercised, by or under the direction of the Board of Directors.

Without prejudice to the general powers set forth above, but subject to the same limitations, the Board of Directors has the power to:

- A. Appoint and remove, at the pleasure of the Board of Directors, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and bylaws; fix compensation; and require from them security for faithful service.
- B. Change the principal office or the principal business office in California from one location to another; cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California.
- C. Borrow money and incur indebtedness on the corporation's behalf and cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.
- D. Adopt and use a corporate seal.

The MCA Board is empowered to operate as the decision-making body in regard to school-wide policies. The MCA governance structure is designed to foster participation by all stakeholders, and assure the effectiveness of local school control and accountability.

The MCA Board will affirm or reject recommendations made by the standing committees or ad hoc committees established by the MCA Board in collaboration with the Executive Director/Principal.

The Board of Directors is fully responsible for the operation and fiscal affairs of MCA and shall provide oversight and/or exercise decision-making authority over school-wide policies including, but not limited to, the following:

- Ensure MCA meets its mission and goals;
- Ensure ongoing strategic planning;
- Approve and monitor MCA's annual budget, budget revisions, and monthly cash flow statements and ensure compliance with all fiscal policies;
- Act as a fiscal agent. This includes but is not limited to the receipt of funds for the operation of MCA in accordance with applicable laws and the receipt of grants and donations consistent with the mission of MCA;
- Hire, supervise, and evaluate the Executive Director/Principal;
- Approve contractual agreements in accordance with approved board policies;
- Annually, the MCA Board will contract with a qualified account or independent certified public accounting firm to conduct the required annual financial audit;
- Establish operational committees as needed;

- In coordination with MCA Standing Committees and union representation to recruit and appoint new Board members and provide orientation training;
- Participate in fundraising to support MCA;
- Approve the Charter School calendar;
- Approve the schedule of Board meetings;
- Oversight of curricular and extracurricular programs;
- Oversight of school facilities and safety;
- Monitor student achievement to ensure progress toward fulfillment of the mission;
- School-community relations;
- Establish ad hoc committees composed of a variety of stakeholder representatives, depending on the policy or position.
- Participate in the dispute resolution procedure and complaint procedures when necessary;
- Submit requests for material revisions as necessary to the District for consideration;
- Approve annual independent fiscal audit and performance report; and
- Appoint an administrative panel to take action on recommended student expulsions as needed.

The Board may initiate and carry on any program or activity or may otherwise act in a manner which is not in conflict with any law, this charter or the purposes for which MCA is established. The Board may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it, and, in accordance with Corporations Code Section 5210, the Board may delegate the management of the activities of the corporation—with the exception of budget approval or revision, approval of the fiscal audit, and the adoption of Board policies—to “any person or persons, management company, or committee however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the board.” Such delegation will:

- Be in writing;
- Specify the individual(s) or entity designated;
- Describe in specific terms the authority of the Board of Directors being delegated, any conditions on the delegated authority or its exercise and the beginning and ending dates of the delegation; and
- Require an affirmative vote of a majority of Board members.

Corporate Officer Positions – Roles and Responsibilities

Chair of The Board

The Board Chair shall preside at the Board of Directors' meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time.

Vice Chair of The Board

In the absence of the Chair, the Vice-Chair shall preside at Board of Directors meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time.

President

The President, also known as the Executive Director/Principal, is an Officer of the organization and shall be the general manager of the corporation and shall supervise, direct, and control the corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The President represents the organization in board meetings and shall have other powers and duties as the Board of Directors or the bylaws may require. The President is not a voting Director. Duties of the President/Executive Director/Principal include:

- Dissemination and implementation of Board policy
- Management of the Charter School
- Prioritized instructional goals and assessments for all staff
- Legal mandates and compliance
- Management of school finances
- Evaluation and personnel matters
- Monitoring of employee contracts
- Implementation of Charter petition
- Community outreach
- Management and evaluation of all staff
- Articulation with Board Committees

Secretary

The Secretary shall keep or cause to be kept, at the corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board.

The Secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date.

The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, if special or emergency, how authorized; the notice given; and the names of the directors present at Board of Directors and committee meetings, and the vote or abstention of each Board member present for each action taken.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board of Directors that these bylaws require to be given. The Secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Treasurer

The Treasurer shall be a member of the Board of Directors and shall work with the Chief Financial Officer to keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the corporation's properties and transactions. The Treasurer shall work with the Chief Financial Officer to send or cause to be given to the members and directors such financial statements and reports as are required to be given by law, by these bylaws, or by the board. The books of account shall be open to inspection by any director at all reasonable times.

The Treasurer shall work with the Chief Financial Officer to (1) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the corporation with such depositories as the board may designate; (2) disburse the corporation's funds as the board may order; (3) render to the President, Chair of the Board, if any, and the Board of Directors, when requested, an account of all transactions as Treasurer. If there is no Chief Financial Officer, the Treasurer shall also act as the Chief Financial Officer.

Chief Financial Officer

The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate books and accounts of the corporation's properties and transactions. The Chief Financial Officer shall send or cause to be given to directors such financial statements and reports as are required to be given by law, the corporation's by-laws, or by the Board. The book of accounts shall be open to inspection by any director at all reasonable times.

The Chief Financial Officer shall (a) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the corporation with such depositories as the Board of Directors may designate; (b) disburse the corporation's funds as the Board of Directors may order; (c) render to the President, Chair of the Board, if any, and the Board, when requested, an account of all transactions as Chief Financial Officer and of the financial condition of the

corporation; and (d) have such other powers and perform such other duties as the Board, contract, job specification, or the bylaws may require.

If required by the Board, the Chief Financial Officer shall give the corporation a bond in the amount and with the surety or sureties specified by the Board of Directors for faithful performance of the duties of the office and for restoration to the corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Chief Financial Officer on his or her death, resignation, retirement, or removal from office.

BOARD COMPOSITION AND MEMBER SELECTION

Montague Charter Academy is governed through the collaboration of stakeholders which include certificated and classified staff, parents, and community members. Our goal is to continue the transformation of MCA into a school community where everyone has a voice in determining what best meets the needs of our students. All decisions are focused on improving student achievement and meeting the vision and mission of the Charter. The collective voice of stakeholders will be respected in all decision-making and the establishment of policies at MCA.

Composition

The number of directors shall be no less than nine (9) unless changed by amendments to the Bylaws, provided that:

- Two (2) seats shall be reserved for teacher representatives;
- One (1) seat shall be reserved for a classified representative;
- One (1) seat shall be reserved for a parent representative;
- One (1) seat shall be reserved for a staff representative (classified or certificated);
- Four (4) seats shall be reserved for at-large members.

No Board member may simultaneously serve as the lead teacher of any grade level, Standing Committee chair, or parent group chair on campus. All directors shall have full voting rights, including any representative appointed by the chartering authority as consistent with Education Code Section 47604(c).

Board Member Terms

Each Board Member shall serve a term of two years. The term of the parent and at large representative shall end the year that the representative is no longer the parent of a student enrolled at MCA. The replacement of the parent and parent/at large representative will be made by the Board after the ad hoc committee process outlined above has been completed. There are to be no term limits (number of consecutive times a member may run for reelection). Board terms will commence January 1st and end December 31st.

Selection of Board Members

Teacher Representatives

- Teacher representatives must be currently employed as a permanent credentialed employee at MCA and a member of the respective bargaining unit at MCA.
- Teacher representatives will be elected by a simple majority vote of all tenure track teachers at MCA.
- One teacher representative must be currently teaching students from grades K – 2 and one teacher must be currently teaching students from grades 3 – 5.
- No teacher who currently serves as the lead bargaining unit representative may be elected to a Board seat.
- In the event that only one candidate applies it will be a yes/no vote with a simple majority needed for confirmation.

Staff (Classified or Certificated) Representatives

- Must be currently employed as a permanent employee at MCA
- The Fiscal Manager and Human Resources Manager may not serve on the Board in this position.
- No administrator may serve on the Board in this position
- The Employee representative must be a permanent employee and will be elected by a simple majority vote of all permanent employees (credentialed and certificated) at MCA.
- No classified or certificated staff member who currently serves as a lead bargaining unit representative may be elected to a Board seat.
- In the event that only one candidate applies it will be a yes/no vote with a simple majority needed for confirmation.

Classified Representatives

- Must be currently employed as a permanent employee at MCA
- The Fiscal Manager and Human Resources Manager may not serve on the Board.
- The Classified representative must be a permanent employee and will be elected by a simple majority vote of all classified staff at MCA.
- No classified staff member who currently serves as a lead bargaining unit representative may be elected to a Board seat.

- In the event that only one candidate applies it will be a yes/no vote with a simple majority needed for confirmation. If the candidate is not confirmed or no candidate applies it will open to the certificated employees.

At Large Members and Parent/At Large Member

The at-large representatives must not be current employees of MCA and must meet be either: (1) a community member with direct familiarity with MCA, its history and goals; or (2) have expertise in fields such as law, banking, fundraising, business, community outreach, facilities, budget, finance, student services, etc., that are relevant to education. The Board of Directors shall appoint an ad hoc committee composed of no more than five (5) members representing the various stakeholder groups shall be charged with the following:

- Solicit nominations for qualified candidates and instruct interested nominees to submit a statement of candidacy which consists of a resume which provides the candidates' experience, qualifications, interest in and understanding of MCA, its history and goals;
- The committee will meet to review candidates' statements, interview candidates and recommend candidates to the Board of Directors;
- Recommended candidates will be interviewed by the Board of Directors at a Board meeting duly held and noticed pursuant to the Brown Act; and
- The Board of Directors will appoint the at-large representative.

Parent Member

The parent representative must be a parent of a currently enrolled MCA student and cannot be an employee of MCA. The Board of Directors shall appoint an ad hoc committee composed of no more than five (5) members of a Community Relations Committee representing the various stakeholder groups which shall be charged with the following:

- Solicit nominations for qualified candidates and instruct interested nominees to submit a statement of candidacy which consists of a resume which provides the candidate's experience, qualifications, interest in and understanding of MCA, its history and goals;
- The committee will meet to review candidates' statements, interview candidates and recommend candidates to the Board of Directors;
- Recommended candidates will be interviewed by the Board of Directors at a Board meeting duly held and noticed pursuant to the Brown Act; and
- The Board of Directors will appoint the parent representative.

The Executive Director/Principal works closely with the Board to ensure strong operational and programmatic policies and practices. This board composition ensures fair and equitable representation of stakeholders and members of the MCA community. Having current educators on the Board allows representatives with institutional historical knowledge of the Charter School

as well as current state of Charter School operations. This composition also facilitates frequent, effective communication amongst and between school leaders, the Board, parents and community members.

The nine members of the Board will reflect the diversity of the stakeholders at MCA. The four community members will have knowledge in fields such as law, banking, fundraising, business, community outreach, facilities, budget, finance, student services, etc., that are relevant to education. The parent member will have knowledge of community needs and how MCA's instructional programs and services impact the parents, students, and community members. The four employee members will have knowledge of charter school decision making, curriculum and instruction, budget, personnel, and community relations.

The officers of the corporation will provide the leadership for effective decision making based on stakeholder input. All Board members will receive training annually from our legal counsel in the Brown Act, ethics, conflict of interest, and best practices for Board decision-making. The Bylaws will be reviewed annually and updated, if necessary. The Board will have periodic retreats to develop a comprehensive strategic plan.

Should the law change necessitating a change in Board composition, such change may be made by the MCA Board following the recommendation of an ad hoc committee established by the Board. The composition of this committee would be similar to that of the standing committees.

Pursuant to LAUSD's administrative procedures which are applicable to MCA, such a change would require District approval. Additionally, any amendments to the charter or bylaws of the corporation which affect or impact the charter or school operations must be approved through the District's amendment process. The District shall be promptly notified of any such change.

GOVERNANCE PROCEDURES AND OPERATIONS

Meeting Requirements

Place of Board of Directors Meetings

Meetings shall be held at the principal office of the corporation. The Board of Directors may also designate that a meeting be held at any place within the boundaries of Los Angeles County designated in the notice of the meeting. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Brown Act, as may be modified by subsequent legislation.

Annual Meetings

All meetings of the Board of Directors and its committees shall be called, noticed, and held in compliance with the provisions of the Brown Act. The Board of Directors shall meet annually for the purpose of organization, appointment of officers, establishing the board and committee meeting calendar and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date, and place as noticed by the Board of Directors in accordance with the Brown Act.

Regular Meetings

Regular meetings of the Board of Directors, including annual meetings, shall be held at such times and places as may from time to time be fixed by the Board of Directors. At least 72 hours before a regular meeting, the Board of Directors, or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting. Notices will be posted on our website and outside our front office in our community bulletin board.

Special Meetings

Special meetings of the Board of Directors for any purpose may be called at any time in compliance with the Brown Act.

Notice Of Special Meetings

In accordance with the Brown Act, special meetings of the Board of Directors may be held only after twenty-four (24) hours notice is given to the public through the posting of an agenda. Directors shall also receive at least twenty-four (24) hours' notice of the special meeting, in the manner:

Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.

The notice of special meeting shall state the time of the meeting, the place, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Decision Making Procedures

Quorum and Abstention Requirements

A majority of the directors then in office shall constitute a quorum. Should there be less than a majority of the directors present at the inception of any meeting, the meeting shall be adjourned.

Except as provided otherwise in the Bylaws, absent a consensus among the Board of Directors, every action taken or decision made by a majority vote of the Board of Directors present at a duly held meeting at which a quorum is present shall be an act of the Board. Directors may not vote by proxy. If a member abstains the member's vote will not be counted.

Teleconference Participation

Members of the Board of Directors may participate in standard teleconference meetings³ so long as all of the following requirements in the Brown Act are complied with:

- A. At a minimum, a quorum of the members of the Board of Directors shall participate in the teleconference meeting from locations within the boundaries of Los Angeles County;
- B. All votes taken during a teleconference meeting shall be by roll call;
- C. If the Board of Directors elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
- D. All locations where a member of the Board of Directors participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda; and members of the public shall be provided with an opportunity to address the Board of Directors directly at each teleconference location;⁴
- E. Members of the public must be able to hear what is said during the meeting; and
- F. Members of the public attending a meeting conducted via teleconference need not give their name as a condition of attendance at the meeting.

STAKEHOLDER INVOLVEMENT

MCA encourages stakeholder involvement in the Board as board or committee members. Parents/guardians and MCA at-large community members are encouraged to submit a statement of candidacy describing their interest in serving as an MCA Board member. The Board will create an ad hoc search committee of no more than five stakeholders in order to solicit qualified candidates for open Board positions. Interested stakeholders submit documentation including their statement of candidacy and resume to the Board. Next, the ad hoc committee reviews documents and makes recommendations to the Board for candidate interviews. In compliance with the Brown Act, the Board conducts interviews of interested candidates and appoints parent and at-large members of the board.

Parents and community stakeholders are invited to participate in the educational program as volunteers, members of school committees, councils and the Board. Parents are regularly informed about school related events, policies, information and activities through a variety of communications: the school website, mailers, the school newsletter, school marquee, bulletin boards throughout campus, phone calls home, teacher-parent communication, and monthly conversations with the principal. Our website is designed for the Board and Standing Committee Agenda to be one click away from the homepage and all agendas are posted on our Parent Square software. Parents are invited to engage with school activities and apprised of opportunities and procedures to be involved in both informal and formal capacities.

Stakeholders complete surveys and hear first-hand about new or ongoing educational programs at MCA. They are invited to run for positions on the School Site Council as well as to provide feedback directly to school leadership. They document their thoughts and comments through survey feedback as information as the LCAP is being developed and updated annually.

Parents and community stakeholders are also encouraged to attend regular board meetings to keep apprised of school business, policies and procedures. They are invited to attend committee and council meetings as well as participate with the Parent Center classes and utilize Parent Center resources available for families.

Standing Committees

The following Standing Committees with the respective purviews are in operation at this time:

1. Curriculum, Instruction, and Assessment Committee Tasks:

All grade level chairs or their designees are required to serve on this Committee.

- Consult with the Charter School leadership to make recommendations to the LCAP and annual updates to ensure all students are served equitably.
- Review the implementation of State Board of Education-approved State Standards;
- Ensure ongoing articulation among teachers and across grade levels:
 - Disseminate information and decisions to be taken to grade level meetings
 - Ensure collaboration between Arts and Sciences and Core Teachers
 - Ensure teacher collaboration about student achievement data
 - Ensure the use of publishers' tests and other assessments as designated by the council;
- Review student outcomes annually and design action plans centered around assessment tools;
- Recommend instructional materials, including all state adoptions;
- Recommend a yearly plan and schedule for staff development activities;
- Review the Special Education program:
 - Recommend a plan and schedule for staff development related to serving students with disabilities
 - Review implementation of Inclusion program and practices

- Review the continuous implementation of instructional programs for English Learners, Title I and other differentiated needs instruction. (Tier 2 Intervention)
- Review implementation of small group instruction with paraprofessionals

2. Community Relations Committee Tasks:

The MCA Student and Community Partnership is a pivotal link in parent and community involvement. Collaboration with MCA's Community School Coordinator is an integral part of the execution of tasks. Specific tasks may include but not limited to the following:

- Coordinates community, holiday activities, and parent forums;
- Coordinates participation of business partners and student mentors;
- Organizes and promotes fundraising efforts;
- Coordinates parent volunteers with extra-curricular activities;
- Make recommendations to Charter School to develop its LCAP and annual update;
- Encourage community activities and recruitment of volunteers;
- Collaborates with administration for school-wide incentive programs, including student of the month and attendance;
- Monitor and review policies for student and parent activities;
- Collaborates with the Community School Coordinator on parent education and related activities;

3. Personnel Committee Tasks:

- Consult with the Charter School leadership to make recommendations to the LCAP and annual updates to ensure all students are served equitably
- Review and provide recommendations for recruitment and selection processes for personnel;
- Review and provide recommendations for employee job descriptions to be recommended to the Executive Director/Principal;
- Review and provide recommendations for development of schedules and organization of classes to be recommended to the Executive Director/Principal;
- Review and provide recommendations for tracking and grading assignments (with Curriculum, Instruction, and Assessment Committee);

- Review and provide recommendations of policies related to leaves of absence, staff attendance, release and vacation days;
- Make recommendations related to hiring;
- Make recommendations to annual school-wide salary adjustments and benefits (with Budget, Facilities and Safety Council);
- Make recommendations to staff evaluation process;
- Review all personnel policies to determine they are in compliance with existing law;
- Discuss and contribute to year-long professional development opportunities for all staff.
- Facilitate staff engagement by planning and coordinating events to build staff morale and connection
- O
- Form a hiring subcommittee consisting of personnel committee members to create an interview panel, pre-screen and review applications, and schedule and conduct interviews for open full-time positions

4. Budget Committee Tasks:

- Consult with the Charter School leadership to make recommendations to the LCAP and annual updates to ensure all students are served equitably
- Review yearly budget;
- Review expenditures and cash flow;
- Review budget adjustments as needed;
- Review interim and year-end fiscal reports;
- Recommend commission of annual fiscal audit;
- Review the monitoring of ADA (student enrollment) and revenues;
- Recommend fund reserves utilization;
- Review applications for grants and funds as needed;
- Solicit private and corporate donations;
- Review Mandated Cost Reimbursement Program;

- Review E-Rate Program;
- Review contracts requiring board approval;
- Review facilities utilization and insure a safe campus;
- Review long-range facilities plan.
- Review school investment and Other Post-Employment Benefits (“OPEB”) Retirement accounts

Per Board action, the Standing Committee structure can be modified, including the dissolution and creation of a Standing Committee.

Standing Committee Composition

Each Standing Committee will be composed of at least 12 members. All members of each Standing Committee are voting members and a quorum of 7 members is necessary to hold a decision-making vote on any issue.

- 7 Teachers (at least one from each grade level and one out of classroom personnel)
- 1 Administrator/manager
- 2 Parents/community members
- 2 Classified staff members

All full-time employees (with benefits) must be an active member of a Standing Committee, SSC, ELAC, Wellness, or other committees deemed necessary by the Board and/or Administration. ELAC and SSC will follow their set of rules set by their state agencies (membership, duties).

Standing Committee Guidelines

MCA believes that we best serve our students with a shared leadership structure with a distribution of authority. All stakeholders will have representatives on each Standing Committee so that concerns and ideas may also be brought to the attention of the Standing Committees through this representation.

We envision faculty, staff, parents, students, and administrators bringing concerns and ideas to one or more of the Standing Committees through attending and participating in Standing Committee meetings and submitting written proposals to the Standing Committees.

1. Each grade level will place their lead teacher or designee on the Curriculum and Instruction Standing Committee and select, through an internally designed process, other teachers to serve on the remaining Standing Committees. – a Out of classroom instructors (music, art, library, and science) will decide which Standing Committee they will join so that all four councils have representation.

2. Administrators/managers and classified staff will each select representatives respectively to serve on the various Standing Committees through their own internally designed selection process.
3. The Community Relations committee, Community Schools Coordinator, Parent and At Large Board members will recruit the parent/community members for the various Standing Committees.
4. Each Standing Committee will then elect its own chair by a simple majority vote.
5. All stakeholders will have representatives on each Standing Committee so that concerns and ideas may also be brought to the attention of the Standing Committees through this representation.
6. The Standing Committees will work to offer recommendations and programs in the areas of their purview and which do not conflict with provisions of collective bargaining agreements based on the input they receive from stakeholders.
7. The Committee Chair shall provide notice of the time and place of the meeting, and the agenda shall be provided to the Executive Director/Principal and disseminated to the staff and all those persons or entities who have previously requested notice of such meetings. Notice to the public shall be given through the posting of the meeting's agenda available for public preview on MCA's website and the notice board outside of the MCA Charter School office.
8. The minutes of open session meetings of the Committee shall record all motions, show the names of the Committee members making and seconding motions, and state the vote upon the motion. The open session minutes shall also record all resolutions, the recommendations of the administration, the substance of the Committee's discussion or the substance of statements pertinent to Committee's business made by members of the staff or public. The minutes should be sent to the Executive Director/Principal or designee that houses all governance documents.
9. When a Standing Committee is faced with a recommendation that will have a major effect on the entire faculty and staff, that Standing Committee may poll the faculty and staff in order to best represent their constituents when making the decision. Such recommendations may include length of the school day, the structure of the school calendar, special bell schedule, etc. Any such recommendation must be consistent with and subject to MCA's current bargaining agreements and any obligations by MCA to bargain such changes with California Public Employment Relations Board ("PERB") recognized unions (e.g. United Teachers Los Angeles ("UTLA") and California School Employees Association ("CSEA"))
10. Recommendations should be created in Standing Committees or Board established ad hoc committees and submitted from those committees to the Board for consideration. Recommendations may include the following: New positions, curriculum, professional development, new construction, use of facilities, budgetary policy, requirements for audits, dress code, attendance policy, and special student programs.

11. All recommendations, whether suggested by Standing Committees, the Executive Director/Principal, or Board Members will come before the Board for final consideration. Submitted with the proposed recommendation will be a statement from the Principal outlining an analysis of the recommendation and his/her recommended action.
12. In non-policy decisions, whenever possible, the Board will seek input from Standing Committees or Board established ad hoc committees.
13. In addition to the Board meeting on a regular basis, each Standing Committee will be required to meet a minimum of once a month, but more often as necessary.
14. The Board may propose standing (long term) and temporary (ad hoc) committees to focus on specific tasks and/or recommendations, such as those listed in the initial description of the Board's purview stated previously.
15. In the best interest of employees of the Charter School, the Board will act independently on selected non-policy issues such as confidential personnel issues, pending lawsuits, and campus emergencies.

AMENDMENTS AND REVISIONS

Amendments and Notification of Material Revision to the Charter

The governing structure of MCA may be revised by the MCA Board. Amendments and material revisions to the governing structure may be proposed in writing and submitted to the Board by:

- The Executive Director/Principal, directly to the Board;
- Ten (10) stakeholders directly to the Executive Director for consideration; the Executive Director/Principal may then choose to submit to the Board;
- Any Board member(s).

If approved by the Board and pursuant to Education Code Section 47607, material revisions of the charter shall be made in accordance with the standards and criteria of Education Code Section 47605 and the LAUSD Policy and Procedures for Charter Schools. All Board activities will be conducted in accordance with its bylaws, which may subsequently be amended pursuant to the amendment process specified in the bylaws, and with relevant state and federal codes governing public agencies. Any amendments to its charter, bylaws, or the bylaws of a "parent" nonprofit corporation, which affect or impact the charter or school operations must be approved through the District's material revision process.

MCA will submit to LAUSD any material revisions to MCA's charter. Any amendments to its charter, bylaws, or the bylaws of a "parent" nonprofit corporation, which affect or impact the charter or school operations must be approved through the District's petition amendment process.

Element 5 – Employee Qualifications

“The qualifications to be met by individuals to be employed by the charter school.” (Ed. Code § 47605(c)(5)(E).)

EQUAL EMPLOYMENT OPPORTUNITY

Charter School acknowledges and agrees that all persons are entitled to equal employment opportunity. Charter School shall not discriminate against applicants or employees on the basis of race, color, religion, sex, gender, gender expression, gender identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, genetic information, military and veteran status, or any other characteristic protected by California or federal law. Equal employment opportunity shall be extended to all aspects of the employer-employee relationship, including but not limited to recruitment, selection, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and dismissal from employment.

ESEA/ESSA AND CREDENTIALING REQUIREMENTS

Charter School shall adhere to all requirements of the Elementary and Secondary Education Act (ESEA, also known as Every Student Succeeds Act (ESSA)) that are applicable to teachers and paraprofessional employees. Charter School shall ensure that all teachers are appropriately assigned and fully credentialed in accordance with applicable state requirements for certificated employment, including but not limited to the provisions of Education Code section 47605(1). Charter School shall maintain current copies of all teacher credentials and make them readily available for inspection.

EMPLOYEE POSITIONS AND QUALIFICATIONS

Since its inception as an independent charter school in 1997, all employees of Montague Charter Academy for the Arts and Sciences have been committed to high level standards of professional excellence. Employees in all job categories have assumed increased responsibility and ownership of the Charter School and are encouraged to be innovative problem-solvers. All employees, regardless of position, have a genuine commitment to create an enhanced and supportive environment in which academic achievement, hard work and pro-social behaviors are valued and modeled. The employee qualifications will be as follows:

- All employees shall not work for any other employer during their contracted work hours at Montague. As such, any employees of school districts who wish to be employed at MCA must take a leave of absence and remain on leave throughout the duration of full-time employment with MCA. As a condition of employment by MCA, all employees will be employed in no other full-time or part-time employment position which would require service during the hours contracted for work at MCA. MCA holds the exclusive right to

extend, renew, or revoke employment contracts based on unsatisfactory evaluations following due process and union contracts (where applicable).

- All **employees** shall be fingerprinted and cleared through the Department of Justice (“DOJ”) and have a current tuberculosis (“TB”) Test. No employee will be assigned until MCA receives clearance from the State and Federal Departments of Justice. Any offer of employment made by MCA prior to the criminal conviction/fingerprint check and TB Test will be null and void in the event that the records show that the person does not meet MCA’s standards.
- All **classroom teachers** must have a valid teaching credential on file with the California Commission on Teacher Credentialing and must have met the criteria for “highly qualified” status as per state and federal mandates. A current log of all certificated employees and their credentials is readily available for inspection. Teachers at MCA have selected UTLA as their collective bargaining unit.
- All **paraprofessionals** must be high school graduates or the equivalent, must have passed required MCA assessments, and must have met the criteria for “highly qualified” status and all regulations per state and federal compliance (pursuing an AA degree or higher).
- All **classified employees** must present evidence of meeting the qualifications for their specific job assignment as requested by MCA’s office of Human Resources.

The MCA Executive Director/Principal is responsible for hiring and releasing all staff for and from employment. The Executive Director/Principal may solicit input from the Personnel Committee for the purpose and process of hiring all certificated and classified staff. Below is the list all MCA positions.

- Executive Director/Principal
- Assistant Principals
- ELA/ELD Coordinator
- General Education Teacher
- Resource Specialist Teacher
- Elementary School Counselor
- Human Resources/Payroll Manager
- Facilities Manager
- Office Manager
- Business Services Manager
- ELOP Manager

- SPED Executive Administrative Assistant
- Technology Manager
- IT Support Specialist/Computer Technologist
- Behavior Implementation Interventionist
- Custodian
- Teacher Assistant
- Special Education Aide
- Instructional Aide
- Supervision Aide
- Cafeteria Worker 1
- Cafeteria Worker 2
- Cafeteria Helper
- Clerk
- Community Schools Coordinator
- Substitute Teacher
- Nutrition Services Coordinator
- Cafeteria Manager
- Office Assistant
- Office Assistant ELD/ELA
- Licensed Vocational Nurse
- Afterschool Aide
- Parent Center Director

The MCA Board is responsible for hiring and releasing the Executive Director/Principal for and from employment. For the purpose and process of hiring the Executive Director/Principal, the MCA Board will create a special ad hoc committee, the Administrator Selection Committee, who will solicit input from staff through the Personnel Committee.

Once hired, all employees are encouraged to develop and maintain a high level of expertise through on-going professional development opportunities. MCA provides all employees with a wide variety of professional development opportunities, which are not limited to their particular job category, but also includes opportunities which promote better understanding of charter school and educational issues in general.

Executive Director/Principal

The Executive Director/Principal has the responsibility for all operational functions of the Charter School. The Executive Director/Principal reports directly to the Board of Directors regarding all committees and the Charter School community at large. The Executive Director/Principal ensures that financial functions are carried out within the guidelines established by the Board of Directors. Performance of this position will be evaluated by the Board of Directors in accordance with the Charter School's policies and procedures. The Executive Director/Principal's responsibilities include, but are not limited to the following:

Essential Job Duties

Board Support

- Ensures implementation of Board approved policy
- Develops Board meeting agendas in partnership with the Board Chair/Board Secretary in compliance with the Brown Act; prepares and distributes all Board material
- Proposes policies and makes recommendations for adoption by the Board
- Maintains school policy handbook(s)
- Attends Board meetings and is a resource for the Board Secretary for the development of meeting minutes
- Communicates with the Charter School's legal counsel
- Communicates with the Authorizer's office staff
- Communicates with Los Angeles County of Education ("LACOE"), CDE and other state agencies on behalf of the school

Finance

- Ensures implementation of Board approved policy
- Correlates the Charter School's goals with a strategic fiscal plan, creates a budget calendar and guidelines, reviews and revises budget assumptions
- Plans stakeholder meetings and prepares the annual LCAP report

- Reviews and discusses multi-year financial projections with all stakeholders
- Works with accounting services provider to develop and administer the budget in accordance with generally accepted accounting principles and school goals
- Presents a quarterly financial report to the Board.
- Approves all purchase orders, pay warrants, and requisitions up to the limit set by the Board of Directors in MCA's Fiscal Policies and Procedures
- Supervises grant writing process
- Presents fiscal audit to the Board of the Charter School
- Proposes investment opportunities to the board
- Reviews and proposes strategies with the schools' retirement investments
- Advises and is a resource to the MCA's Budget Committee

Employee Support and Evaluation/Student Support

- Supervises and evaluates operational staff (i.e., custodial, cafeteria, I.T.)
- Stays informed on current school laws and regulations
- Manages all personnel and human resources functions and duties
- Ensures that all legal qualification requirements are met by all school personnel
- Supervise Human Resource/Payroll Manager and Business Manager
- Organizes, implement and evaluate staff training
- Oversees student discipline
- Implements and evaluates student services
- Negotiates, under Board supervision, union and individual employment contracts
- Negotiates, under Board supervision, all vendor contracts

District/Community Relations

- Facilitates the charter renewal process and yearly oversight, educational audits
- Oversees website, public relations, marketing, and outreach process
- Provides for community outreach and fundraising

- Oversees Enrollment Outreach and community campaigns

Job descriptions are intended to represent a descriptive list of the range of duties performed by employees in the position and are not intended to reflect all duties performed within the job.

Required Qualifications

- M.A. degree required with coursework in business administration, organizational management, school law, school finance and related disciplines.
- Administrative Clear Credential - Tier 1
- Seven years teaching experience in elementary education.
- Demonstrated leadership working with professional staff, students and community toward achieving goals.
- Three years of broad, varied and responsible experience with budgeting, charter school governance, personnel policies, employee evaluation and organizational procedures.
- Demonstrated understanding of California State Standards.
- Criminal background clearance, including fingerprints (DOJ/ Federal Bureau of Investigation (“FBI”)) upon hiring
- TB risk assessment upon hiring

Knowledge and Ability to:

- Effective communication and problem-solving skills.
- Knowledge of principles, methods and procedures, related to purchasing, operation, safety, computer networking programs, food service, school budgets and fiscal reports, electronic data processing techniques and methods, purchasing and inventory control.
- Knowledge of principles, methods, techniques and strategies of organization, management, evaluation and supervision.
- Knowledge of law, policies and regulations as applied to charter school operations and instruction.
- Knowledge of fiscal policies and procedures as applied to charter schools.
- Preparation of financial and statistical documents and reports.
- Ability to maintain student, staff and school records in compliance with all legal, district and state mandates.

- Analyze student achievement data, draw logical conclusions and prepare comprehensive reports for program improvement.
- Establish and maintain a supportive and safe school environment for students, staff and the community.
- Deal effectively with situations requiring tact and judgment
- Exercise patience, common sense, and good humor to thrive within the pressures, competing priorities and demands of the Charter School.

Preferred Qualifications

- Demonstrated successful leadership in a charter school preferred

Assistant Principal

The Assistant Principal oversees the educational program, student achievement and student services for grades TK-5. The Assistant Principal supports teacher development, coordinates student services, reviews and revises curriculum with charter school teachers, standardized testing, informal testing and teacher evaluations and peer reviews.

The Assistant Principal reports to the Executive Director/Principal and is expected to present progress throughout the school year to the Board of Directors. The Assistant Principal works under the direction of the Executive Director/Principal and performance of this position will be evaluated by the Board of Directors in accordance with the Charter School's policies and procedures

The Assistant Principal's responsibilities include, but are not limited to the following duties:

Governance and Community

- Assists the Executive Director/Principal with Charter Review, Compliance and Reporting as needed.
- Advises and supports the Board's Governance Committees as assigned
- Attends and reports at MCA and LAUSD board meetings
- Ensures implementation of board approved policies

Instruction and Testing

- Is an Instructional Leader and leads staff development
- Articulates clear goals that support the vision and mission of the school and measures achievement that is aligned to (school goals and LCAP goals).

- Spearheads and/or collaborates standardized testing (ELPAC, SBAC, CAST, etc.)
- Spearheads and/or collaboration informal testing (i-Ready, DIBELS, NWEA, etc.)
- Provides instructional support for at-promise students, including ELD, Low Socioeconomic, GATE & Testing, homeless, foster and students with special needs.
- Facilitates organization, distribution and maintenance of instructional materials
- Provides assistance and coordination of the development of curriculum

Teacher Support and Evaluation/Student Affairs

- Promotes and encourages a positive and nurturing learning environment
- Spearheads or supports the MCA Positive Behavior Plan including individual discipline issues, PBIS, Assemblies, Reward Days, School-wide Incentives, socio- emotional needs
- Spearheads or supports the effort the support MCA “At Promise” population
- Spearheads or supports MCA Intervention Effort
- Collaborates in the selection and hiring of teaching staff
- Oversees or supports in the selection and hiring of Classified Instructional Staff
- Oversees or supports enrollment procedures and the placement of students
- Organizes, implements and evaluates staff training/professional development
- Plans and coordinates student orientation with the Executive Director and Principal
- Supervises, observes, develops and evaluates instructional staffing accordance with UTLA and MCA policy
- Supports the RTI process, SSPTs, 504 Plans, and GATE programs
- Special Education and Required Reporting
- Collaborates with the Executive Director to oversee the Special Education Program and attends IEP meetings (IEP meetings, academics, teacher development)
- Handles crime reports and other legal matters
- Facilitates educational events, open houses and campus tours
- Completes mandated compliance, including District, State and Federal required reports

Required Qualifications

Education

- M.A. degree required with coursework in Organizational Management, Learning and Instruction, Professional Development, Employee Evaluation and Strategic Planning
- Administrative Credential – Tier 1

Experience

- Seven years teaching experience in elementary education
- Demonstrated successful leadership in a Charter School (preferred)
- Demonstrates leadership in working with professional staff, students and community toward achieving goals
- Three years of broad, varied and responsible experience with curriculum design and assessment,
- professional development for program improvement, programs for diverse students, special education policies and procedures, Response to Intervention, parent education programs, delivery of instruction, and employee evaluation
- Demonstrates understanding of California State Standards

Knowledge and Abilities

- Demonstrates successful leadership in a Charter School (preferred) in the areas of learning and
- instruction, differentiated instruction, RTI, special education, Title I and EL intervention strategies, GATE programs, and assessment for program improvement
- Demonstrates successful teaching experience and school leadership roles in a school with a diverse population
- Exhibits leadership in working with professional staff, students and the community toward achieving goals
- Agreement with and commitment to the vision, mission and academic goals of the Charter School
- Demonstrates ability to implement the Professional Learning Community professional development model to enhance staff performance
- Commitment to accountability, including a rigorous assessment model that ensures appropriate support for student success

- Experience with data management to achieve student academic goals
- Demonstrates success in encouraging parental involvement

Preferred Qualifications

- Demonstrated successful leadership in a charter school preferred

ELA / ELD Coordinator

The ELD/ELA Coordinator will work under the supervision of the Executive Director/Principal to provide academic support services for students who have been identified as English Learners.

Essential Job Duties

Ability to provide assistance to teachers as determined by data results, teacher needs, and administrative assignments

- Ability to be collaborative and work well with other professionals
- Ability to help teachers to establish a classroom instructional environment that encourages the creative and independent use of instructional technology
- Develop and help implement planning for the school-wide implementation of the Language Arts/ELD, Social Studies, and Visual and Performing Arts Standards into classroom instruction
- Provide Language Arts, ELD, Social Studies, and Visual and Performing Arts content leadership
- Plan, design, develop, implement, coordinate, and conduct training and professional development activities for staff
- Attend subject area conferences to build content knowledge, make available to the staff information about content conferences, and arrange for the best of the outside presenters to come to MCA to train staff in content and instructional strategies
- Visit other school sites to observe programs and provide opportunities for staff to observe model classroom-based programs
- Oversee and help train the teachers in the most effective criteria for the selection of instructional materials in Language Arts/ELD, Social Studies, and Visual and Performing Arts
- Monitor and run the EL Intervention Programs (ELNIP & LTEL Prevention Program)
- Maintains PowerSchool and California Longitudinal Pupil Achievement Data System (“CALPADS”) records up to date

- Monitor the effectiveness of ELA/ELD, Social Studies, and Visual and Performing Arts programs and instructional practices through data-driven analysis linked to the State Standards and school benchmarks
- Mentor, support, guide, and provide help for teachers in ELD/ELA, Social Studies, and Visual and Performing Arts lesson development, instructional practices, common formative assessments, rubrics, and grade level pacing plans
- Demonstrate specific components of ELD/ELA standards and the integration of Social Studies and Visual and Performing Arts standards
- Conduct classroom observations and provide positive non-evaluative follow up feedback (assistance on Learning Rounds) upon teacher request
- Assist with Charter Renewal
- Help teachers to prepare lessons so that students have mastered the appropriate content knowledge and technology skills to be successful on the ELPAC and CAASPP
- Follow all job duties following EL Master Plan
- Reclassification for EL students
- Support teachers with analysis of ELPAC, CAASPP, and other assessment data
- Prepare forms, records, and reports as directed
- Administer assessment to potential TA candidates
- Other duties as assigned

Required Qualifications

- Clear Multiple Subject CA Teaching Credential and Satisfactory Performance Evaluations
- Possession of BCLAD/CLA Certification, ELAM/ELA1, or SDAIE Credential
- Successful leadership experience as a mentor
- Minimum of five years teaching experience (Primary and Upper Grades)
- Strong organizational skills
- Strong experience working with students with diverse needs
- Strong oral and written communication skills
- technology skills

- Experience using Google Workspace, Microsoft Word, Excel, and other software
- Criminal background clearance, including fingerprints (DOJ/ FBI) upon hiring
- TB risk assessment upon hiring

Job descriptions are intended to represent a descriptive list of the range of duties performed by employees in the position and are not intended to reflect all duties performed within the job.

Preferred Qualifications

- Bilingual, Spanish preferred
- Master's Degree preferred
- Experience in primary and upper grades

Instructional Support Coordinator

The Instructional Support Coordinator is a certificated specialist who supports in the areas of teacher coaching, academic program strategy and design, and data analysis and action planning. The Instructional Support Coordinator works under the direction of the Executive Director/Principal.

Job descriptions are intended to represent a descriptive list of the range of duties performed by employees in the position and are not intended to reflect all duties performed within the job.

Essential Job Duties

- Coaching instructional staff, including observation of, feedback to and co-planning.
- Support teachers with assisting teachers with curriculum and pacing of their academic programs
- Guiding teachers with effective classroom instruction and planning
- Conduct classroom observations and coaching conversations to support teacher growth and student learning
- Collaborate with administration to plan professional development experiences for teachers, intervention and paraprofessionals
- Support and plan (short & long-term) with intervention staff
- Develop an org-wide coaching structure in support of school site leadership.
- Facilitate conversations using data to drive instructional decisions including but not limited to:

- Analyze formative and summative student achievement data
- Coaching teachers to use data to improve the coaching of their teachers.
- Engage teachers in reflective thinking while looking at their own school's instructional practices critically and analytically.
- Developing, implementing, and analyzing assessments for learning
- English Learner Development
- Infusing culturally and linguistically relevant teaching strategies and scaffolding for diverse learners.
- Identifying areas of growth and working with teachers to implement coaching and/or PD plans.
- Identify a variety of resources to enhance classroom instruction and student achievement incl. but not limited to:
 - Identifying instructional and assessment resources requested by teachers
 - Sharing research and instructional best practices

Required Qualifications

- 2 years or more experience coaching and leading teachers as a Teacher On Special Assignment (TOSA) (Out of Class Personnel)
- Experience conducting & administering standardized testing, informal testing and analysis
- 5+ years teaching experience
- Ability to engage in critical learning and conversations about diversity and inclusiveness
- Team player that will collaborate effectively with administration
- Track strong student achievement gains as a teacher of teachers.
- Deep experience in coaching of adults and knowledge of adult learning strategies including the ability to differentiate the coaching approach to the learner's skill and/or experience level
- Strong problem analysis and problem resolution at both a strategic and functional level
- Excellent written and verbal communication skills;

- High level of personal organization and planning, and the ability to work autonomously as well as take direction as needed;
- Highly motivated and capable of seeing projects through from beginning to end
- Criminal background clearance, including fingerprint (DOJ/ FBI) upon receiving an offer of employment
- TB risk assessment

Preferred Qualifications

- Bilingual, Spanish preferred
- Master's Degree preferred
- Experience in primary and upper grades

General Education Teacher

The General Education Teacher works under the direction of the Assistant Principal.

Essential Job Duties

- Ensure the implementation of the following: Common Core State Standards for English Language Arts, Mathematics, California Standards based Social Studies, Next Generation Science Standards for Science, Technology skills, Physical Education and an Integrated Arts curriculum
- Provide for adequate planning for students' instructional programs both long and short term
- Develops lesson plans and instructional materials and provides individualized and small group instruction in order to adapt the curriculum to the needs of each pupil
- Provide an orderly, functional and attractive learning environment for students
- Work cooperatively with others in the Charter School to provide for coordinated services for students
- Maintain regular contact with the parents/guardians about student progress
- Maintain appropriate records for students-cumulative records, grades, IEPs, portfolios, and files
- Administer all assessments as prescribed by curricular programs and the grade level
- Serve as a resource for and provide assistance and information to parents and other stakeholders

- Actively participate in the Charter School's decision-making process (outside of classroom hours)
- Participate and accept the responsibilities of a grade level team member
- Collaborates with the grade level team to implement curriculum and supporting programs.
- Strong in behavior management skills
- Performs necessary attendance accounting
- Comply with Charter document
- Engage in continuous learning and development to stay updated on best practices in education.
- Complete administrative tasks such as attendance records, grading, and report card preparation.

Job descriptions are intended to represent a descriptive list of the range of duties performed by the employees in the position and are not intended to reflect all duties performed within the job.

Qualifications

Preferred:

- Successful completion of specialized training to teach highly disadvantaged and underachieving students, as well as English Language Learners and Special Education students (ie. Thinking Maps training, English Language development, differentiated instruction, behavior management etc.)
- Strong math, language arts, science, social studies, and arts background
- Strong subject matter knowledge, effective communication skills, patience, empathy, and the ability to adapt teaching methods to meet the needs of diverse learners.
- Ability to communicate and work effectively with staff, parents, and students
- Experience working with parents as partners in the classroom

Required:

- Bachelor of Arts/Sciences degree from an accredited university
- Valid Multiple Subject California Teaching Credential, certificate, permit, or other document required for their certificated assignment.
- “Highly Qualified” (Proof of passing California Basic Educational Skill Test (“CBEST”) and/ or California Subject Examinations for Teachers (“CSET”)/ Multiple Subject

Assessment for Teachers (“MSAT”))

- Criminal background clearance, including fingerprint (DOJ/ FBI)
- TB risk assessment
- This is an on-site position, regular attendance is required

Resource Specialist Teacher

The Resource Specialist plays a pivotal role in supporting students identified with special needs within the instructional program. Responsibilities include ongoing student assessment and evaluation, collaborative planning with general education classroom teachers, and active participation in the school's Student Study Team/SSPT as needed. The Resource Specialist monitors pupil progress regularly and contributes to the creation, review, and revision of Individualized Education Programs to ensure tailored support for each student's unique needs. This role requires a dedicated commitment to inclusive education and a collaborative approach to student support. The Resource Specialist works under the direction of the Executive Director/Principal.

Essential Job Duties:

- Possess Special Education area of expertise and a deep knowledge of effective evaluation, assessment, and specialized instructional techniques to drive scholar learning
- Use data, technology and innovative teaching methods to monitor growth and student progress toward Individual Education Program goals
- Manage caseload of students with an IEP by ensuring that all IEPs are thoroughly compliant and meet each student’s needs
- Manage paraprofessionals, schedules, trainings, and duties
- Evaluates students for the purpose of identifying student needs
- Partner with related service providers to ensure high-quality services for scholars on the caseload
- Ensure that MCA is compliant with county, state, and federal Special Education requirements, including accommodations and modifications for students with disabilities
- Develop IEPs for the purpose of meeting individual student needs
- Provide and plan small group and individualized instruction when appropriate and within IEP guidelines
- Demonstrate various methods, techniques, and strategies to facilitate student learning
- Coordinate with paraprofessionals to schedule student services

- Design, implement, monitor and review IEPs for students and records pupil progress in a timely manner
- Establish and maintain comprehensive student/program files
- Provides a positive learning environment that supports student learning and advancement of skills
- Consult/collaborates with staff and parents for the purpose of ensuring appropriate delivery of services and adherence to due process

Job descriptions are intended to represent a descriptive list of the range of duties performed by employees in the position and are not intended to reflect all duties performed within the job.

Required Qualifications

- Valid California K- 12 Mild to Moderate Education Specialist Instruction Credential
- Knowledge of Welligent
- English Learner Authorization
- Criminal background clearance, including fingerprints (DOJ/ FBI) upon hiring
- TB risk assessment upon hiring
- This is an on-site position, regular attendance is required

Preferred Qualifications

- Autism Authorization
- Having strong academic content expertise, instructional and classroom management skills, and in-depth knowledge of effective evaluation and assessment techniques to drive scholar learning
- Thrive in an environment of high expectations and collaboration
- Strong in Math, Writing, Language Arts, and knowledgeable in standards of Science, Social Studies, and Arts
- Ability to differentiate instruction to meet the needs of diverse learners
- Ability to communicate and work effectively with support staff, parents, and students
- Ability to develop and implement lesson plans and classroom activities aligned with Common Core State Standards and adopted curricular resources

- Analyze qualitative and quantitative student data; create and track efficacy of data-driven action plans
- Communicate effectively, both orally and in writing
- Knowledge of various technological equipment
- Experience with managing student behavior to ensure every student is fully engaged, productive, and safe
- Maintain a positive attitude
- Familiar with the administration of the Woodcock Johnson
- Knowledge of Welligent or similar online platform

Elementary School Counselor – Job Description

Our goal at MCA is to provide early identification and intervention of children’s academic and personal/social needs is essential in removing barriers to learning and in promoting academic achievement. The knowledge, attitudes, and skills that students acquire in the areas of academic, career and personal/social development during these elementary years serve as the foundation for future success. The school counselor will provide proactive leadership that engages all stakeholders in the delivery of programs and services to help students achieve school success. The school counselors report to the Executive Director/Principal.

Primary Job Duties

Elementary School Counselor will implement the Counseling Program by providing the following:

- School SEL Curriculum: Facilitate classroom SEL lessons, as needed, for teachers to continue implementing strategies taught by counselor
- Communication, problem-solving and conflict resolution
- Education on understanding self and others, including peer relationships, coping strategies and effective social skills
- Career awareness, exploration and planning
- Academic support, including organizational, study and test-taking skills, goal setting and decision-making
- Multicultural/diversity awareness
- Implement restorative practices

Individual Student Planning and Assistance (Target Students)

- Education on understanding of self, including self-esteem, positive self-talk
- Assist students with goal setting and positive decision making/reflection
- Demonstrate and practice coping strategies for dealing with strong emotions
- Consultation/collaboration with administration, faculty and parents
- Individual/family/school crisis intervention
- Individual and small-group counseling
- Referrals to other school and community resources

Support to Staff and Stakeholders

- Provide some professional development to staff and MCA stakeholders
- Communication/Networking with mental health agencies
- Interpretation of assessment results (including risk assessments for suicide and school violence)
- Collaborate with parents who have referred or are interested in referring their student for counseling services
- Provide academic support to help students succeed academically
- At-risk student identification and implementation of interventions to enhance success
- Knowledge of suicide prevention strategies and referral process for mental health services
- Classroom guidance activities and lessons (Empathy, Coping Strategies, Bullying Prevention, etc.)
- Participate in SSPT meetings, as needed, and provide insight for students that are currently or have previously had counseling services
- Be able to interpret student data and results (School Improvement Plan, i-Ready, etc.)
- Homelessness, Immigration issues support
- Reinforce 5-star positive behavior program
- School climate small groups (Anger Management, Changing Families, Friendship, Grief, Self-Esteem, Social Skills etc.)
- Facilitate restorative/community circles

Job descriptions are intended to represent a descriptive list of the range of duties performed by employees in the position and are not intended to reflect all duties performed within the job.

Qualifications

Required qualifications:

- Possess a valid California Pupil Personnel Services Credential
- Masters Degree or advanced degree of at least equivalent standard from an accredited college or university in the field of educational counseling, social work, psychology, educational psychology, or other related field required
- A deep understanding of early childhood education and child development is imperative
- Strong oral and written communication skills including advocacy skills; fluency in Spanish highly desired
- Ability to connect and build relationships with students and their families
- Ability to facilitate connections with students and faculty, and to work with tracking systems (organizational skills required).
- Experience working with at-risk youth
- Proactive, self-starting and motivating approach essential
- Criminal background clearance, including fingerprint (DOJ/ FBI) upon receiving an offer of employment
- TB risk assessment

Preferred Qualifications:

- Experience working with primary or secondary setting
- Bilingual in Spanish
- Training in restorative practices desired
- Familiarity with Social Emotional Curriculum and Second Step SEL Program

Human Resources and Payroll Manager

This role reports to the Executive Director/Principal and is responsible for Human Resources & Payroll duties to ensure compliance with payroll and human resources federal, state regulations, local and Education Code. The Human Resources-Payroll worker works under the direction of the Executive Director/Principal.

Essential Duties

Recruitment

- Job description development & maintenance
- Compensation development & maintenance for Certificated and Classified
- Postings
- Compose offer letters
- Ensure compliance with teacher requirements such as credentials

Onboarding

- Develop onboarding structure to include forms, orientation, etc.
- Enroll in applicable retirement plan
- Review and collect all required documents

Compliance

- Ensure that the candidates have been cleared for both TB risk assessment and criminal background, including fingerprints
- Assign and monitor the completion of required training
- Work with vendors to ensure they submit their Vendor Verification forms
- Provide candidates/teachers guidance with credential/compliance with CTC
- Maintain and prepare documents for LAUSD oversight
- Collaborate with Executive Director/Principal to ensure that all staff holds the appropriate credentials as required
- Complete California Statewide Assignment Accountability System (“CALSAAS”)

Leaves

- Provide guidance to employees regarding leaves
- Track leaves and accommodations
- Complete all Employment Development Department and other regulatory forms

Benefits & Retirement

- Work with 3 different retirement plans
- Work with benefits vendor to coordinate open enrollment
- Provide appropriate deductions to payroll
- Assist employees with issues and questions
- Provide information about retirement
- Coordinate and plan wellness events

Human Resource Information System (“HRIS”)

- Work with back office payroll representative to sync and clean both payroll systems
- Enter and maintain all employee information

Employee Relations

- Provide support & guidance to supervisors interpreting federal, state, local and company policies and personnel matters
- Develop and implement policies and procedures.
- Provide training to supervisors
- Is available to support employees with concerns
- Support and participate in union negotiations
- Conduct internal investigations
- Contribute to maintaining a positive culture

Performance Management

- Works with leadership to ensure evaluations are conducted
- Provides training and guidance

Workers Compensation

- Provide training in order to reduce injuries
- Reports incidents and provide required paperwork
- Works with supervisors and employees regarding accommodations
- Work with insurance adjusters to manage claims

Payroll

- Prepare and submit semi-monthly and monthly for classified and certificated payroll
- Perform internal payroll audits
- Collaborate with the back office to assist with payroll budgeting
- Understand the requirements and compliance for the three retirement systems: State Teachers' Retirement System ("STRS"), Public Employees' Retirement System ("PERS"), and Public Agency Retirement Services ("PARs")
- Collaborate with all departments and back-office provider
- Collect and report data for various purposes
- Provide reports as needed to various departments
- Process new hires, terminations, PAFs, pay adjustments, deductions, benefits reporting, etc.
- Maintain sick and vacation hours
- Work on new year and end of year payroll requirements
- Ensure wage and hour laws are met according to federal, state, local and union requirements
- Develop and place on proper salary placement

Miscellaneous

- Provide support to Executive Director as needed
- Ongoing training to stay current with federal, state and local regulations
- Supports with other tasks as needed
- Complete employment verification
- Provide reports for various internal and external departments
- Work and collaborate with 2 different unions - UTLA and Service Employees International Union ("SEIU") and nonunionized employees
- Train and oversee clerical assistant
- Travel 10%

- Performs related duties as assigned by the Executive Director/Principal
- Remote work as needed and approved by Executive Director/Principal

Qualifications

Required

- 3+ years of Human Resources experience
- Bachelor's degree required
- Proficient knowledge of MS Word and Excel
- Familiar with human resources/timekeeping software and PowerSchool desired
- Familiar with Federal, state and local regulations Bi-lingual (English and Spanish)
- Ability to translate (verbally and in writing)
- Ability to multitask and handle a busy office
- Attend monthly Board meetings

Preferred

- Experience with charter school reporting
- Experience collaborating with a back-office provider

Facilities Manager

The onsite Facilities Manager will be in charge of on-site maintenance in order to provide a safe, healthy, clean, and thriving environment for scholars and staff. This role will report directly to the Executive Director and will work closely with school operations staff and administrators. The position will manage emergency and preventive maintenance and campus improvement projects.

Essential Duties:

- Manage emergency repairs, scheduled repairs, and improvements to ensure tenant safety and continuous operation
- Work with administration to ensure safety plan is up to date and compliance with all regulations
- Complete a variety of minor general maintenance duties which may include, but are not limited to, changing locks, outlets, lightbulbs, ballast, switches, thermostats, fixtures, filters, and flushometers; repairing sheetrock/drywall, mounting objects to the wall,

repairing minor leaks, painting and touch-ups, and general carpentry and equipment repair;

- Coordinate ordering and procurement of supplies, equipment, parts, and tools within budget for the purpose of ensuring adequate materials are available to complete assignments in a timely manner;
- Lead the procurement process including bidding, selection, and management of vendors who provide specialized services and maintenance tasks; serve as a point of contact and coordination for campuses to vendors, ensuring the scope of work, schedules of work, and quality control of work are appropriate;
- Utilize the work order system to respond to and record progress on all requests in a timely fashion;
- Proactively communicate safety goals, objectives, scheduling of fire drills, earthquake drills, etc. with onsite administrators/staff, and ensure all campus requests are resolved in a timely manner;
- Ensure Montague buildings, and building systems are properly serviced keeping maintenance schedules. This includes HVAC, electrical, plumbing, fire protection, life safety, irrigation, security, public address systems, building finishes, building exteriors, offsite improvements, and other maintenance projects; Will collaborate with LAUSD Maintenance Department/ Area CPM and independent contractors
- Main liaison to security company contractor
- Conduct routine inspections of campuses to ensure the functionality of equipment and established maintenance standards and ensure timely resolution of issues identified;
- Maintain a current working knowledge of all applicable building codes and commercial construction processes and methods;
- Coordinate with major utility providers for campuses to assist in the event of emergencies, service interruptions, billing issues, and account changes;
- Perform other duties as assigned by the Executive Director/Principal

The Ideal Candidate will have:

- Commitment to the mission of Montague Charter Academy
- Knowledge of campus systems, school operations, and standard building plans as well as working knowledge of commercial buildings' mechanical, electrical, and plumbing systems;
- Highly organized and detail-oriented;

- Ability to multi-task and work independently; identify and prioritize workload to meet deadlines with minimal supervision;
- Ability to organize, prioritize, and lead various facilities processes, vendors, and staff;
- Entrepreneurial spirit and ability to thrive in a fast-paced and achievement-oriented environment;
- Strong interpersonal skills, with a customer service orientation and a successful record of developing relationships with a variety of stakeholders;
- Willingness to go above and beyond to contribute to the success and security of Montague Charter Academy.

Preferred Qualifications

- At least 3 years of progressive professional work experience in a related field
- 3+ years of management experience, that includes knowledge and application of employment laws and experience with properly scheduling staff to meet the needs and train staff on applicable safety requirements.
- Ability to travel up to 5%
- California State Driver's License and valid insurance
- Ability to commute between school site and stores as needed
- Ability to accommodate a flexible work schedule, including evenings and weekends as needed, and be available on-call for emergencies;
- Ensure knowledge of all government regulations for safety
- Functional knowledge of online work order management systems
- Experience in facilities construction management, property management, and/or school facility maintenance and operations is highly desirable

Office Manager

The Office Manager works under the direction of the Executive Director/Principal.

Office Management

Responsible for the overall implementation of all office tasks including the supervision, training and evaluation of office assistants.

- Responsible for ensuring all deadlines are met including CALPADS entries and enrollment
- Train, supports, assigns tasks and evaluates Office Assistants
- Hold regular meetings with staff to include meeting minutes
- Ensure the office provides a welcoming and professional atmosphere
- Collaborate with the Executive Director/Principal and/or Business Services Manager to establish all office goals.
- Ensure the office and nurse's office has coverage at all times
- Provide backup support to office assistants as needed
- Oversee the ordering of supplies, materials and other needed
- Ability to travel up to 5%

Attendance

Responsible for ensuring that all attendance and compliance tasks are met to include:

- Enroll new families
- Ensure daily attendance is taken and tracked accurately
- Collaborate with PS Administrator and back-office vendor to produce compliance reports
- Track and contact parents/guardians of students who are tardy
- Provide monthly "perfect attendance reports" for monthly assemblies
- Maintain an accurate and chronological log of tardies
- Oversee chronic absentee efforts. Track "Habitual Truant" letters, schedule home visits and transportation as needed
- Complete monthly classification and statistical report for LAUSD
- Compose letters, memos, and/or contracts as needed to include translation
- Provide enrollment information to LAUSD, MCA Board and other compliance agencies as needed
- Follow up with transferring schools for cum file

Student Database, Records and Independent Studies

Responsible for ensuring that all student records are maintained according to regulations

- Establishing and maintaining a clear process for incoming and transfer students' records
- Maintains required student information in physical file and student information system (PowerSchool)
- Produces needed reports by various entities as needed
- Collaborates with Executive Director to monitor class size for student placement
- Provides families with proof of enrollment letters as needed
- Oversees the "End of the Year Rollover" process and prepares for the incoming year
- Ensures all free and reduced lunch data is accurately entered into the data system

State Student Database: CALPADS

Responsible for gathering and preparing data needed to meet CALPADS compliance requirements. To include information regarding:

- Student Information
- Special Education Programs
- Title 1 Part C Migrant
- Homeless Program
- Lunch Program
- Nighttime residency
- Census data (student and staff)
- Complete scheduling data in student information system (PowerSchool)
- End of year report including student discipline records
- Monthly suspension reports

Qualifications

Required:

- 2+ years of Management

- 5+ years as an office assistant or School Office Manager
- Proficient knowledge of MS Word and Excel
- Bilingual (English and Spanish)
- Ability to translate (verbally and in writing)
- Ability to multitask and handle a busy office
- High School diploma or equivalent

Preferred:

- Proficient knowledge of PowerSchool and CALPADS
- Experience with charter school reporting
- Experience collaborating with LAUSD
- Experience collaborating with a back-office provider

Business Services Manager

This role reports to the Executive Director/Principal, the ideal candidate is a dynamic and results-driven Business Services Manager. The person will oversee daily operations, develop and implement business strategies, and drive financial performance. Key responsibilities include managing budgets, optimizing processes, to achieve the school’s goals. Strong leadership, analytical, and communication skills are essential for this role.

Roles and Responsibilities

Financial Management

- Engages in the school budget planning process
- Oversees accounting functions
- Manages accounting functions and financial reporting
- Oversees and manages the administration of school funds, including, grants, and donations.
- Ensures compliance with MCA’s fiscal policy in all purchasing and accounting procedures
- Maintains and processes purchase orders and credit card log
- Ensures accurate accounting and compliance of fundraising funds

- Reviews and reconciles invoices
- Handles school bank deposits
- Participates in various training sessions and collaborates with third-party vendors
- Performs duties as delegated by the Executive Director/Principal
- Remote work as needed and approved by Executive Director/Principal

Procurement:

- Ensures strategic, cost-effective, and timely procurement processes
- Acts as the primary liaison with vendors
- Manages purchasing, orders, and the Charter School’s inventories of all materials
- Provides support to back office with supporting accounting documents
- Handles contract management

Compliance and Reporting

- Ensures the school compliance with all relevant regulations and standards
- Prepares and presents reports for regulatory organizations, stakeholders, and the Board
- Contributes to the management of grants
- Provides necessary documents for fiscal oversight review

Strategic Planning

- Assisting in the development and implementation of long-term plans and objectives
- Contributing to policy development and strategic initiatives

Qualifications

Required:

- 7+ years of Management
- Proficient knowledge of MS Word, Excel and email programs
- Familiar with financial software

- Familiar with accounting regulations including school requirements
- Bilingual (English and Spanish) preferred
- Ability to multitask and handle a busy office
- CA current driver's license and insurance
- Bachelor's degree
- Ability to travel up to 10%

Preferred:

- Experience with charter school reporting
- Experience collaborating with LAUSD
- Experience collaborating with a back-office provider
- Master's degree

ELOP Manager

The ELOP Afterschool Coordinator will collaborate with the administrative team and teaching staff to develop an afterschool program that will enhance learning by providing an excellent intervention and enrichment programs. The role will include, but not be limited to the responsibilities below:

Planning, Instruction and Data Analysis:

- Develop and implement the Afterschool Program
- Develop an Afterschool master schedule
- Develop a process to train, provide feedback and assess classified employees and vendors for program performance
- Develop and utilize assessment data to help tutors drive instruction
- Assist employees with organizing classroom systems/procedures and managing student behavior to ensure all students are in attendance and fully engaged in learning during after school hours
- Collaborate with the administration and other professionals to meet the diverse needs of all students
- Seek and maintain outside partnerships with organizations that will enhance the program

- Identify needed equipment and maintain inventory
- Track budget expenditures and archive all compliance documents for the school year
- Plan and develop field trips for the program including attending/leading them offsite
- Research and assign training opportunities for staff to attend to build teaching competencies
- Support tutors with daily lesson instruction during normal academic hours
- Develop and implement system to gather feedback from students, staff and parents
- Serve as the primary liaison with all afterschool third party vendors
- Ensure all grant requirements are met and complete all necessary documents to reapply
- Supervise classified staff and collaborate with credentialed staff
- Follow MCA's Safety Plan
- Attend professional development training and apply learning to curriculum and instruction as requested by Executive Director/Principal
- Perform other duties as assigned by the Executive Director/Principal

Culture

- Foster a safe and nurturing learning environment
- Help create an effective classroom environment conducive to learning and student achievement
- Communicate effectively and appropriately with all stakeholders (parents, students, staff, community)
- Build strong relationships with students, parents, and school staff
- Demonstrate support and knowledge of school's vision and mission
- Advertise and promote after school tutoring and club activities
- Communicate with families regarding student progress
- Plan and coordinate reward incentives for students based on academic achievement and positive behavior

Required Qualifications

- College Degree Preferred, Minimum 60 College Units or A.A.
- Experience Managing and leading an Afterschool Program or Intervention program
- Experience hiring and leading a team
- Experience ordering, handling inventory and distributing student materials/equipment
- Experience handling parent requests /concerns
- Ability to work evenings and some Saturdays
- Bilingual in Spanish Preferred

Preferred Qualifications

- Detail-oriented and manages time appropriately when tracking students' grades, attendance, etc. (comments, intervention, behavior, phone calls home)
- Resourceful
- Experience with After School Education and Safety (“ASES”) Grant requirements and implementation
- Strong organizational skills
- Perform other duties as assigned
- Excellent written and verbal communication skills
- High level of personal organization and planning, and the ability to work autonomously as well as take direction as needed
- Highly motivated and capable of seeing projects through from beginning to end

Technology Manager

This role reports to the Executive Director/Principal and will be responsible to manage the activities related to IT. Ensuring the delivery of high-quality IT support and services to clients. The IT Manager will play a pivotal role in driving the professional development of the team, ensuring service levels agreements (“SLAs”) are consistently met, and fostering a positive and collaborative working environment.

Responsibilities will include, but are not limited to:

- Develop a technological plan that includes short term and long-term plans to meet the needs of the school
- Provides technical expertise to IT technicians

- Spearhead ERATE application
- Collaborate with Executive Director/Principal to establish IT budget
- Schedules, monitors and inspects daily activities of IT technicians
- Ensures website is compliant with all school requirements
- Maintain the school website and social media accounts updated and in compliance
- Analyzes reports of complex mobile device issues, such as warrant, policy, or procedural concerns prior to submission to vendor for resolution
- Generates daily, weekly, and monthly status reports regarding field activity
- Maintain the IT assets, technological inventory, hardware, software licensing, ensuring hardware is cleared prior to redistributing or disposing
- Provides technical guidance in the establishment of site guidelines
- May provide assistance to a school or office with ordering of technology related equipment and supplies
- Ability to travel up to 10% of the time including running errands for the school
- Performs related duties as assigned by the Executive Director/Principal
- Remote work as needed and approved by Executive Director/Principal

Qualifications

Required:

- The position requires a minimum of 7+ years of high-level administrative experience, college degree preferred in related field
- Demonstrated excellent organizational, communication and interpersonal skills
- Knowledge and experience with software and hardware used in schools
- Experience with installing, testing, diagnosing, analyzing and troubleshooting of computing systems, tablets, network servers and local area networks within schools.
- Administer antivirus and similar support systems.
- Strong and analytical and problem-solving skills including excellent verbal and written skills
- Be a team player and be able to demonstrate tact, courtesy, and judgment in working with

all levels of individuals within and outside

- Proficient knowledge of MS Word, Windows OS and email programs and Zoom
- Bi-lingual (English and Spanish)
- Ability to translate (verbally and in writing)
- Possess a valid CA driver's license and insurance
- Ability to multitask and handle a busy office

Preferred:

- Experience with charter school reporting
- Experience collaborating with LAUSD

Job descriptions are intended to represent a descriptive list of the range of duties performed by employees in the position and are not intended to reflect all duties performed within the job.

Qualifications

Required:

- Graduation from a recognized college or university, with a bachelor's degree with a field of emphasis in information technology, computer science, or related field degree may be substituted with any bachelor's degree plus two years of experience in the Information Technology field
- Knowledge of
 - Basic computer terminology
 - Microcomputer concepts and inter-workings
 - Database concepts
 - Knowledge of local, state and federal education technology resources
 - Analog telecommunications equipment
 - Basic networking terminology including wireless
 - Basic networking security practices including wireless
 - Installation and use of common desktop computer software packages, e.g., Windows OS, Microsoft Office, Mac OS

- Basic HTML or website design software
- Basic concepts of digital electronics
- Current practices, tools, and materials, involved in the repair and overhaul of desktop computers and peripherals
- Basic safety regulations and practices applicable to electrical and electronic equipment
- Ability to:
 - Analyze and diagnose network issues
 - Analyze and diagnose computer malfunctions and perform required repairs
 - Use tools and test equipment of the trade with speed and competence
 - Design and implement technical modifications
 - Learn characteristics of new models of computers, monitors, printers, modems, and other
 - peripheral devices
 - Learn new desktop computer software packages
 - Work effectively with or without supervision
 - Maintain effective working relationships with LEA personnel
 - Gather data and prepare meaningful reports to the IT Manager
- Knowledge of computer applications such as word processing, database, and email
- Previous experience in a clerical or administrative role
- Familiarity with basic office equipment including copy machines and laminators.
- Proficiency in using computers for research, email communication, and online purchasing
- Must have access to reliable transportation to travel and current liability auto insurance
- Valid CA driver's license and ability to drive required
- Two years IT support experience in a public K-5 setting
- Two year's experience that included maintenance, repair, and overhaul of desktop computers and related equipment

- Successful completion of courses in the repair of desktop computers, monitors, printers, modems and other peripheral devices; and digital electronics, in an armed forces or equipment manufacturer's training program or recognized trade school or college may be substituted, on an equal-time basis, for the required experience.
- Criminal background clearance, including fingerprints (DOJ/ FBI) upon hiring
- TB risk assessment upon hiring

Preferred:

- A+ Certification or equivalent certification.
- Microsoft Certified Professional (“MCP”) or equivalent certification.
- ASCE certification
- MCSE certification
- Ability to keep accurate records
- Ability to follow oral and written instruction
- Knowledge of materials used in school system
- Knowledge of clerical procedures required in supply operations
- Experience with inventory management and supply ordering systems
- Ability to operate office equipment including computers, printers, and laminators
- Strong organizational skills with attention to detail
- Ability to work independently and prioritize tasks effectively
- Effective communication skills, both written and verbal
- Flexibility to adapt to changing priorities and workload
- Bilingual in Spanish preferred
- Experience in a K-12 public education environment is desirable.
- Child development, education, and/ or special education is desirable

Community Schools Coordinator

The Community Schools Coordinator (“CSC”) will work under the supervision of the Executive Director / Principal to provide academic support services to students and their families.

The Community School Coordinator will function as the main point of contact between Montague Charter Academy, external partners, and school staff to ensure clear communication and alignment amongst all stakeholders. In addition, they will serve as an integral member of the school leadership team, and support with coordination of programs and services to improve academic and social-emotional outcomes for students. They will supervise site staff, monitor program quality, and impact by using a data and results driven approach. Responsibilities may include but are not limited to:

Essential Job Duties

- Establishes strong, productive, and trusting relationships with administrative team, school personnel, MCA staff, students and community to seek input on needs and address barriers to learning, equity and inclusion
- Identify and organize existing services on campus via a needs assessment
- Integrate effective education, college preparation, family engagement, enrichment, and recreation services into the existing school community in order to impact student achievement and ensure an impactful community schools model in collaboration with school staff
- Manage day-to-day operations of the Community Schools model, including managing partnerships, site plans, and coordinating resources as well as evaluating the effectiveness of programs and strategies
- Act as the liaison between school administration, key stakeholders, staff, students and community
- Organize and attend various school meetings and other outreach and grant related events (program culminations, press events, open houses, community events, etc.).
- Effectively communicates program goals, logistics, requirements, and needs with all stakeholders: MCA departments, school site staff and administrators, partners, parents, and students
- Develop, maintain, and publicize a schedule of programs and activities offered at the school
- Be familiar with all subcontracted partner MOUs and oversee successful implementation of services
- Coordinate and facilitate monthly collaborative meetings with MCA staff, school personnel and community partners to align programming to grant outcomes.
- Analyze performance measures, school results data (internal and external) and/or program quality to determine the successful implementation of programs and meet

program outcomes

- Ensure that transformative progress is made towards meeting grant indicators and objectives and supports the academic, post-secondary, and enrichment goals of students
- Develop, implement, and maintain a process that promotes referrals to programs and services offered at the school and local community centers
- Coordinate the collection and input of evaluation data used to measure ongoing program effectiveness of services and program outcome measures
- Manage internal data collection system, files and track documentation for accountability with grantors
- Develop, manage, and coordinate documents needed for internal and external program audits and compliance requirements
- Ensure the timely submission of all required reports and supporting materials
- May be responsible for supervision of on-site staff members and conduct staff performance evaluations on a yearly basis (if applicable)
- Effectively lead and coach a team of high-quality staff to meet program and grant compliance goals
- Maintain and manage documentation relating to staff performance issues; provide guidance to staff as needed

Job descriptions are intended to represent a descriptive list of the range of duties performed by employees in the position and are not intended to reflect all duties performed within the job.

Required Qualifications

- Qualifications Bachelor degree or equivalent plus 5 years minimum experience in community, social/human service, public school system and/or volunteer work. Commensurate work experience in community development, education, social/human service, public school system and/or volunteer work field may substitute for education requirement
- At least 2 years' experience in a supervisory/management-level position; operating one or more programs in a non-profit, education or school environment
- Proven track record in achieving results in working in youth development, academic enrichment and/or family support programs. 1-2 years minimum experience collecting, inputting and analyzing qualitative and quantitative data to drive program results, strongly preferred
- Broad understanding of current research, trends, and highlights from the field related to State Standards, targeted intervention, Linked Learning Pathways and blended learning

implementation in schools; Broad understanding of cradle-to-college-and-career models

- Experience working with and leading community partnerships; Ability to work with various stakeholders such as administrators, teachers, parents and students
- Self-starter, organized and detail-oriented. Ability to effectively work both independently and in a team environment
- Ability to exercise discretion and independent judgment
- Ability to multitask, meet strict deadlines and work under pressure
- Experience working with individuals of diverse ethnic backgrounds
- Familiarity working with similar population as service area
- Must be able to work a flexible work schedule (some weekends, some evenings required)
- Strong computer skills and a complete knowledge of Microsoft Office (Word, Excel, Access, PowerPoint)
- Professional demeanor and strong interpersonal skills
- Must have access to reliable transportation to travel between work sites. If applicable, will be required to provide proof of current California driver license, acceptable driving record (current DMV H6 printout), and current liability auto insurance.
- Strong verbal and written communication skills
- Criminal background clearance, including fingerprints (DOJ/ FBI) upon hiring
- TB risk assessment upon hiring

Preferred Qualifications

- Experience working with nonprofit and social services programs
- Experience in grant writing
- Bilingual Spanish and English, strongly preferred

Nutrition Services Coordinator

The Nutrition Services Coordinator will lead the implementation of the Farm to School Incubator grant, the Local School Wellness Policy, and the Nutrition Services activities. The coordinator will ensure that the programs are compliant with grant specifications, policy guidelines and USDA nutritional requirements. The coordinator will be the point of contact for all three programs, and they will complete all necessary reporting and financial documentation required.

The Nutrition Services Coordinator works under the direction of the Executive Director / Principal.

Essential Job Duties

Farm-to-School Duties

- Form a Farm-to-School committee and serve as the chair of the committee
- Attend all training sessions and meetings required by the Farm to School grantor
- Track the progress of grant activities and prepare narrative reports
- Design and lead the Harvest of the Month program
- Develop Farm to School educational materials for the K-12 setting such as farmer profiles, farm videos, and school garden resources
- Promote Farm to School events such as cafeteria tastings and farm field trips
- Keep program information and materials updated on the school website
- Coordinate implementation of services by farm to school consultants, such as the building of the school garden and the parent/student nutrition classes
- Develop program evaluation methods and surveys, analyze data and prepare statistical reports
- Develop local purchasing protocols that comply with federal regulations
- Lead the procurement process to secure a variety of fresh fruits and vegetables for the school's cafeteria and Harvest of the Month program
- Maintaining financial records for purchasing and work with school administration for processing invoices
- Develop and implement a plan for including the locally procured produce into the school meal program, including managing salad bar

Local School Wellness Policy Duties

- Form a Wellness Policy council and serve as the Chair of the Council.
- Plan, implement and monitor the Local School Wellness Policy program to ensure that all school members know and adhere to the Wellness Policy guidelines
- Keep documentation of all wellness policy compliance activities and complete the triennial report

- Plan, coordinate and monitor school nutrition and health education activities; assist in the development of curriculum and instructional materials according to the established procedures and regulations
- Coordinate, schedule and conduct informative meetings, training sessions, workshops, conferences and special events for the school personnel, parents, students and the community
- Coordinate public relations and prepare newsletters, pamphlets and other informative materials concerning nutritional programs, policies and procedures; distribute materials to parents, advisory groups, and the community
- Keep program information and materials updated on the school website

Food Services Duties

- Support the school chef in planning, developing, and evaluating menus for the Child Nutrition program assuring nutritional content complies with applicable federal regulations and nutrition standards
- Coordinate and develop menu cycles for school breakfast, lunch and after school snacks
- Investigate new recipes that increase organic and plant-based meals
- Conduct frequent taste tests and collect data to analyze the appeal of new and existing recipes, and support the school chef in revising or discarding recipes as needed
- Assist in developing, implementing, and evaluating marketing plans for school meals and other food service programs to promote school meals
- Evaluate and project facility and equipment needs; plan kitchen layouts during construction and remodeling projects
- Other duties as assigned

Job descriptions are intended to represent a descriptive list of the range of duties performed by employees in the position and are not intended to reflect all duties performed within the job.

Required Qualifications

- Bachelor's Degree in nutrition, dietetics, or a related field
- Four years' experience in a school food service operation, including some experience in menu planning/analysis
- Valid driver's license and ability to drive to purchase supplies as required
- TB risk assessment upon hiring

- Criminal background clearance, including fingerprints (DOJ/ FBI) upon hiring

Knowledge of:

- USDA Nutritional guidelines for school-aged children
- Menu analysis and planning techniques including food values, combinations, allergies and substitutions
- Principles of quality food preparation and nutrition
- Principles of nutrition and health
- Computer programs to create promotional materials and effective presentations

Preferred Qualifications

- Experience in leading nutritional training and/or developing nutritional curricula
- Registered dietitian certification

Cafeteria Manager

The Cafeteria Manager plans, directs, assigns, organizes, and reviews activities for the MCA Food Services Branch Point of Service system and Meal Application Program. The Cafeteria Manager reports to and is evaluated by the Executive Director/Principal.

Essential Job Duties:

- Directs and plans the activities and operations of the Food Services Program to ensure that MCA meets Federal, State, and local jurisdiction regulations, requirements, and standards
- Plans, organizes, assigns, reviews, and supervises the activities of the cafeteria staff.
- Directs activities to support the functional use of the Food Services Point of Service system, including management of the implementation team activities, and general usage of the system.
- Directs the activities and operations of the Meal Compliance staff
- Oversees and coordinates the activities of the Food Services Branch that involve evaluation of the Food Services Meal program and Point of Service system.
- Manages all compliance items in the cafeteria
- Prepares and initiates contracts for system vendors and support contractors.

- Oversees and participates in updating the data management system used to keep track of all functions of the Point of Service System and Meal Application Program.
- Develops, plans, and implements criteria and standards for maintaining an effective Meal Application Program.
- Organizes and is responsible for the cafeteria audit triennial (every 3 years).
- Recommends necessary changes in departmental policies and procedures to incorporate best industry practices.
- Participates in and administers the in-service training program for food service employees. Provides support and instruction on the Meal Application Program and Point of Service system.
- Confers with and maintains liaison with site administrators, ITD, and other project managers.
- Directs the preparation of and reviews operations reports for the Meal Application Program and Point of Service Program.
- Directs the work of subordinate staff, including: hiring, training, performance evaluations, and making recommendations for disciplinary actions.
- Monitors and manages the budget and expenditures for the Meal Application Program and Point of Service system.
- Ensures MCA Food Service monies are allocated with less than a 3-month reserve
- Analyzes problems and makes recommendations regarding organization, staffing, and other matters
- Organizes longevity study of the cafeteria equipment annually
- Responsible for ordering all necessary supplies to ensure the efficient operation of the cafeteria, including food products and paper goods
- Performs related duties as assigned by the administrator

Job descriptions are intended to represent a descriptive list of the range of duties performed by employees in the position and are not intended to reflect all duties performed within the job.

Required Qualifications

- Knowledge of:

- o Current practices, process, and methods utilized in implementing and utilizing Point of Service systems and Meal Application Programs
- o MCA personnel rules, regulations, practices, and policies
- o Federal, State, and local regulations pertaining to the meal programs, budgeting and finance
- o Pertinent sections of collective bargaining agreements
- Ability to:
 - o Plan, direct, coordinate various programs
 - o Supervise effectively
 - o Communicate effectively orally and in writing
 - o Interpret and express policies, regulations, and other matters clearly
 - o Work effectively with site administrators and other school-based stakeholders, POS consultants, and other management personnel
 - o Analyze and evaluate the effectiveness of plans, policies, programs, and new procedures
 - o Conduct training programs
 - o Represent MCA at a wide range of meetings with other school districts, vendors, and industry representatives
 - o Analyze and interpret computerized management information reports
- Three years of experience directing a meal application program, point of service system, or service as a project manager, including at least two years in a supervisory capacity in these or a related field
- ServSafe Certification
- Knowledgeable in meal planning for breakfast, lunch, and after-school programs (including supper and snacks)
- Must adhere to USDA meal program requirements, including the School Breakfast Program (“SBP”), National School Lunch Program (“NSLP”), and Child and Adult Care Food Program (“CACFP”)
- Possession of a valid California Driver’s License and reliable transportation
- High school graduation or equivalent

- Criminal background clearance, including fingerprints (DOJ/ FBI) upon hiring
- TB risk assessment upon hiring

Preferred Qualifications

- Proficient in computer applications, such as Word and Excel
- Culinary skills and experience in food preparation
- Familiarity with USDA compliance requirements for the National School Lunch Program and School Breakfast Program
- An Associate Degree preferred
- Education background in Culinary Arts or a related field
- Bilingual proficiency in Spanish
- Ability to create menu options for students that accommodate students with allergies or special dietary restrictions related to health, religion, etc.

Licensed Vocational Nurse

The Licensed Vocational Nurse provides first aid care to students, teachers, and staff and administers medication to students with disabilities and/or students with special medical needs. The Licensed Vocational Nurse works under the supervision of the Executive Director/ Principal.

Essential Job Duties

To provide specialized health care services and general first aid to students and staff, including administration of medical procedures, such as, but not limited to: catheterization, insulin, medication, and related record management.

- Administer prescribed medications according to treating physician and parent instructions. Assist with the care of special needs students as instructed by the primary physician.
- Dispense medications based on established Charter School procedures; maintain related documents and records, including cumulative health and immunization records.
- Reconcile student health records with enrollment records.
- Create and maintain a roster of students with health-related problems and students exempt from physical education activities.
- Assess the medical condition of students and staff, administer minor first aid to ill or injured students/ staff; distribute bandages, compresses or ice as needed.

- Maintain inventory of first aid and medical supplies and requisition replacement supplies as needed.
- Assist in compiling data for MCA, District, county or state reports coming from LAUSD of school health issues, including results of vision and hearing screenings.
- Prepare and distribute a variety of health-related reports, notices and referrals.
- Maintain confidentiality of student medical and health information.
- Assist with implementation of health testing and immunizations.
- Ability to diagnose common illnesses and medication side effects, and administer injections, medications, and perform catheterization, gastrointestinal tube feeding or other procedures, within scope of practice.
- Operate a computer and mass market or proprietary software to input, retrieve or verify a variety of data in PowerSchool; operate contemporary office equipment.
- Development of protocol when children are sent home is required.
- Operate specialized medical equipment, including, but not limited to, stethoscope, blood pressure cuff and sphygmomanometer, digital thermometer, oximeter, Automated External Defibrillator (“AED”), or orthopedic equipment.
- Analyze medical care situations appropriately and determine an effective course of treatment.
- Establish and maintain filing systems with student immunization records, allergies, diagnosis, and accumulative Health records.
- Meet schedules and timelines.
- Work collaboratively with others.
- Perform related duties as assigned by Administration.

Responsibilities on Training Teachers and Staff

- It is required to train teachers and staff on scenarios that can occur during a typical school day such as calming a student with asthma, different types of allergic reactions and administration of EPI-PEN when needed, epilepsy, diabetes, bloody noses, etc.
- In addition, it is also required to train staff on scenarios that can occur during an emergency drill.

Qualifications

Required

- Possess a valid CA License of Vocational Nursing (“LVN”), Cardio-Pulmonary Resuscitation certification, First-Aid Certificate, and AED certification issued by a recognized first-aid training program
- High School Diploma or General Educational Diploma (“GED”)
- Two (2) years experience as a LVN
- Strong oral and written communication skills including advocacy skills;
- Ability to facilitate connections with students and faculty, and to work with tracking systems (organizational skills required).
- Perform all duties with a minimum of supervision
- Intermediate knowledge of computer applications (word processing, spreadsheets, and Google Suite, etc.)
- Ability to effectively present information and respond to students, parents, and staff
- **Documentation Needed Upon Hiring**
- Criminal background clearance, including fingerprints (DOJ/ FBI) upon receiving an offer of employment
- TB risk assessment
- References
- Official Transcripts from accredited college or university
- Current and valid CA License of Vocational Nursing, Cardio-Pulmonary Resuscitation, First-Aid Certificate, and AED certification issued by a recognized first-aid training program.

Preferred

- Experience in a K-12 public education environment is desirable.
- Child development, education, and/ or special education is desirable
- Fluency in Spanish highly desired

Element 6 – Health and Safety Procedures

“The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following:

(i) That each employee of the charter school furnish it with a criminal record summary as described in Section 44237

(ii) For all schools, the development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (K), inclusive, of paragraph (2) of subdivision (a) of Section 32282. For schools serving pupils in any of grades 7 to 12, inclusive, the development of a school safety plan shall also include the safety topic listed in subparagraph (L) of paragraph (2) of subdivision (a) of Section 32282.

(iii) That the school safety plan be reviewed and updated by March 1 of every year by the charter school.” (Ed. Code § 47605(c)(5)(F).)

HEALTH, SAFETY AND EMERGENCY PREPAREDNESS PLAN

Charter School shall comply with all applicable federal, state, and local requirements related to school and student health, safety, and emergency preparedness.

If Charter School occupies and/or operates on a District facility, Charter School shall comply with all District health, safety, and emergency procedures and requirements applicable to District facilities and related operations, and shall be subject to inspection by the District’s Facilities Services Division, Office of Environmental Health and Safety, and other District offices in the same manner as other LAUSD campuses.

Charter School shall adopt, implement, and maintain at all times a current, comprehensive, and site-specific Health, Safety, and Emergency Preparedness Plan (“Plan”), which must include but is not limited to provisions for building and site emergency evacuation, the acquisition and maintenance of adequate onsite emergency supplies. The Plan must include Charter School’s requirements and procedures for protecting student health and safety during off-campus school-sponsored activities, including but not limited to field trips and transportation. Charter School shall ensure that all staff members receive annual training on Charter School’s health, safety, and emergency procedures, including but not limited to training on bloodborne pathogens, and shall maintain a calendar for, and conduct, emergency response drills for students and staff.

Charter School shall periodically review, and update and/or modify as necessary, its Health, Safety, and Emergency Preparedness Plan, and keep it readily available for on-site use. Charter School shall provide a copy of the Health, Safety, and Emergency Preparedness Plan for review upon CSD request.

Comprehensive School Safety Plan

The Charter School shall adopt a Comprehensive School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include, but not be limited to: (1) an assessment of the current status of school crime committed on Charter School facilities and at Charter School-related

functions; and (2) identifying appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School's procedures for complying with applicable laws related to school safety, which shall include the development of all of the following pursuant to Education Code section 32282(a)(2)(A)-(J):

- Child abuse reporting procedures
- Routine and emergency disaster procedures
- Policies for students who committed an act under Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
- Procedures to notify teachers of dangerous students pursuant to Education Code section 49079
- A discrimination and harassment policy consistent with Education Code section 200
- Provisions of any schoolwide dress code that prohibits students from wearing "gang-related apparel" if applicable
- Procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
- A safe and orderly environment conducive to learning at the Charter School
- The rules and procedures on Charter School discipline
- Procedures for conducting tactical responses to criminal incidents, including procedures related to individuals with guns on Charter School campus(es) and at school-related functions.

CHILD ABUSE AND NEGLECT MANDATED REPORTER TRAINING

Charter School shall provide all employees, and other persons working on behalf of Charter School who are mandated reporters, with annual training on child abuse detection and reporting, which shall occur within the first six weeks of each school year, or within the first six weeks of a person's employment if employed after the beginning of the school year, in accordance with the requirements of Education Code section 44691.

MEDICATION IN SCHOOL

The Charter School will adhere to Education Code section 49423 regarding administration of medication in school. Charter School shall stock and maintain the required number and type of emergency epinephrine auto-injectors onsite and provide training to employee volunteers in the storage and use of the epinephrine auto-injector as required by Education Code section 49414 and section 4119.2 of the Business and Professions Code, as they may be amended from time to time.

ATHLETIC PROGRAMS

Charter School shall comply with the requirements of Education Code section 49475, with respect to any athletic program (as defined in Education Code section 49475) offered by or on behalf of Charter School.

If the Charter School offers an interscholastic athletic program, it shall develop and post a written emergency action plan that describes procedures to be followed in the event of sudden cardiac arrest and other medical emergencies, acquire and regularly test and maintain at least one automated external defibrillator (AED) for the Charter School, and make the AED available at on-

campus athletic activities or events according to the requirements of Education Code sections 35179.4 and 35179.6.

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

Charter School, including its employees, officers, and representatives, shall comply with the Family Educational Rights and Privacy Act (FERPA) and Education Code section 49060 et seq. at all times.

CRIMINAL BACKGROUND CLEARANCES AND FINGERPRINTING

Charter School shall comply with all requirements of Education Code sections 44237 and 45125.1. Charter School shall designate and maintain at all times at least one Custodian of Records duly authorized by the California Department of Justice.

Charter School shall maintain on file and available for inspection evidence that (1) Charter School has performed criminal background checks and cleared for employment all employees prior to employment; (2) Charter School has obtained certification from each of its contracting entities/independent contractors that the entity/contractor has conducted required criminal background clearances for its employees prior to provision of schoolsite services and/or any contact with students, and has requested subsequent arrest notification service; and (3) Charter School has performed criminal background checks and cleared for service all volunteers not directly supervised by staff and who may have contact with students. Charter School shall also ensure that it requests and receives subsequent arrest notifications from the California Department of Justice for all employees and volunteers not directly supervised by staff. Upon request, Charter School shall provide a copy of Department of Justice confirmation of Custodian of Records status for each Custodian of Records. Charter School, including its administrators and officers, shall comply with the requirements of Education Code section 44030.5.

All teachers in Charter School shall obtain a certificate of clearance and satisfy the requirements for professional fitness pursuant to Education Code sections 44339, 44340, and 44341.

TRANSPORTATION SERVICES

Effective July 1, 2025, Charter School shall comply with the requirements of Education Code Section 39875(c), if applicable, relating to background checks and testing for individuals providing transportation services for students.

WORKPLACE VIOLENCE PREVENTION PLAN

Effective July 1, 2024, Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan, consistent with the requirements of Labor Code Section 6401.9.

HOMICIDE THREATS

Charter School shall comply with all requirements under Education Code sections 49390-49395 regarding mandatory reporting in response to homicidal threats. All Charter School employees and governing board members who are alerted to or who observe any threat or perceived threat in writing or through an action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity shall make a report to law enforcement.

IMMUNIZATION AND HEALTH SCREENING REQUIREMENTS

Charter School shall require all employees, and any volunteer or vendor/contracting entity employee who may have frequent or prolonged contact with students, to undergo a risk assessment and/or be examined and determined to be free of active tuberculosis (TB) within the period of 60 days prior to employment/service, or otherwise meet the requirements of Education Code section 49406. Charter School shall maintain TB clearance records and certificates on file.

Charter School shall comply with all federal and state legal requirements related to student immunization, health examination, and health screening, including but not limited to screening for vision, hearing, and scoliosis pursuant to Education Code section 49450 et seq, to the same extent as would be required if the students were attending a non-charter public school. Charter School shall maintain student immunization, health examination, and health screening records on file.

SAFE PLACE TO LEARN ACT

Charter School shall comply with all applicable requirements of the Safe Place to Learn Act, Education Code section 234 et seq.

GUN SAFETY NOTICE

Pursuant to Education Code section 49392, at the beginning of the first semester of each school year, Charter School shall distribute a notice to the parents/guardians of each student addressing California's child gun access prevention laws and laws related to firearm safety utilizing the most updated model language published by the California Department of Education.

SUICIDE PREVENTION POLICY

If Charter School serves students in any grades Transitional Kindergarten/Kindergarten through 12, Charter School shall comply with the requirements of AB 2246 (2016) and AB 1767, codified in Education Code section 215, including but not limited to the requirement that the school's pupil suicide prevention policy shall be developed in consultation with school and community stakeholders, school-employed mental health professionals, and suicide prevention experts and adopted at a regular public hearing. The Charter School shall review, at a minimum every fifth year, its policy on pupil suicide prevention and, if necessary, update its policy. Charter School shall provide the CSD with a copy of its pupil suicide prevention policy for review upon request.

HUMAN TRAFFICKING PREVENTION RESOURCES

If the Charter School serves students in any grades 6-12, it shall identify and implement the most appropriate methods of informing parents/guardians of human trafficking prevention resources as required by Education Code section 49381.

FEMININE HYGIENE PRODUCTS

If the Charter School maintains any combination of classes in grades 6-12 that meets the 40% pupil poverty threshold required to operate a schoolwide program pursuant to Section 6314(a)(1)(A) of Title 20 of the United States Code, then it shall stock at least 50% of its restrooms with feminine hygiene products at all times, and shall not charge students for these products, as required by Education Code section 35292.6.

ALL GENDER RESTROOMS

Pursuant to Education Code section 35292.5, on or before July 1, 2026, Charter School shall provide and maintain at least one all-gender restroom for voluntary student use at each of its schoolsites that has more than one female restroom and more than one male restroom designated exclusively for student use. The restroom shall have signage identifying the bathroom as being open to all genders, it shall remain unlocked, unobstructed, and easily accessible by any student, and be available during school hours and school functions when students are present. Charter School shall designate a staff member to serve as a point of contact and to post a notice regarding these requirements.

NUTRITIONALLY ADEQUATE FREE OR REDUCED-PRICE MEAL

The Charter School shall provide each needy student, as defined in Education Code section 49552, with one nutritionally adequate free or reduced-price meal, as defined in Education Code section 49553(a), during each school day.

RECESS

Except where a field trip or other educational program is taking place, if the Charter School provides recess, to the extent required by Education Code section 49056, Charter School shall provide supervised and unstructured recess, distinct from physical education courses and mealtimes, for at least 30 minutes on regular instructional days and at least 15 minutes on early release days. Charter School shall not restrict a student's recess unless there is an immediate threat to the physical safety of the student or one or more of their peers.

CALIFORNIA HEALTHY YOUTH ACT

The Charter School shall teach sexual health education and human immunodeficiency virus ("HIV") prevention education to students in grades 7-12, at least once in middle school and at least once in high school, pursuant to the California Healthy Youth Act. (Ed. Code § 51930, et seq.)

BULLYING PREVENTION

Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying, and shall annually make available the online training module developed by the California Department of Education pursuant to Education Code section 32283.5(a) to certificated schoolsite employees and all other schoolsite employees who have regular interaction with pupils.

LGBTQ RESOURCES TRAINING

Charter School recognizes that it is encouraged to use schoolsite and community resources developed by the State Department of Education for the support of lesbian, gay, bisexual, transgender, queer, and questioning (LGBTQ) pupils to provide training at least once every 2 years to teachers and other certificated employees at each Charter School schoolsite that serves pupils in grades 7 to 12, to increase support for LGBTQ pupils and thereby improve overall school climate. (Ed. Code § 218.)

TRANSPORTATION SAFETY PLAN

The Charter School shall develop and maintain a transportation safety plan that includes procedures to ensure that a student is not left unattended on a school bus, student activity bus, youth bus, or child care motor vehicle and procedures and standards for designating an adult chaperone, other than the driver, to accompany students on a school activity bus. In addition, the Charter School shall ensure that each school bus, student activity bus, youth bus, or child care motor vehicle is equipped with a child safety alert system that requires the driver to either manually contact or scan the device, thereby prompting the driver to inspect the entirety of the interior of the vehicle before exiting, unless the student activity bus is exempted by law. (Ed. Code § 39831.3; Veh. Code § 28160.)

Element 7 – Means to Achieve Racial and Ethnic, Special Education, and English Learners, including Redesignated English Proficient Pupils Balance

“The means by which the school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.” (Ed. Code § 47605(c)(5)(G).)

COURT-ORDERED INTEGRATION

Charter School shall comply with all requirements of the *Crawford v. Board of Education, City of Los Angeles* court order and the LAUSD Integration Policy adopted and maintained pursuant to the Crawford court order by the District’s Student Integration Services (collectively the “Court-ordered Integration Program”). The Court-ordered Integration Program applies to all schools within or chartered through LAUSD.

Charter School has set forth below its initial plan for achieving and maintaining the LAUSD’s Racial and Ethnic Balance goal of a 70:30 or 60:40 ratio. (*Ratio represents the percentage of Predominantly Hispanic Black Asian Other (PHBAO) compared to Other White (OW)*). The written plan lists specific dates and locations of recruitment activities that Charter School will undertake in order to achieve the District’s Racial and Ethnic Balance goal. Charter School shall monitor the implementation and outcomes of the initial plan, and modify it as necessary throughout the term of the Charter to achieve the District’s goal. Upon request, Charter School shall provide the District with a copy of its current written plan.

The District receives neither average daily attendance allocations nor Court-ordered Integration Program cost reimbursements for charter school students. The District may receive the Targeted Instructional Improvement Block Grant (TIIBG) for its Court-ordered Integration Program. The District retains sole discretion over the allocation of TIIBG funding, where available, and cannot guarantee the availability of this funding.

Written Plan to Achieve and Maintain LAUSD Racial and Ethnic Balance Goal

MCA will make every effort to recruit and maintain students of various racial, ethnic, Special Education, and English Learners, including Redesignated Fluent English Proficient pupils to achieve a balance that is reflective of the general population residing within the territorial jurisdiction of LAUSD by targeting enrollment and marketing efforts to surrounding communities. Information with regard to race and ethnicity, special education, or English Learner status of students is not, however, gathered until students have been enrolled.

MCA will make every effort to recruit students of various racial and ethnic, ability, and home language groups to achieve a balance that is reflective of the general population residing within the territorial jurisdiction of LAUSD.

All written and oral communication will be presented in English and Spanish (the home language

of all current English Learners enrolled at Montague Charter Academy) and other languages as necessary.

Outreach Materials and Efforts

MCA makes every effort to recruit students from the community and maintain a student population reflective of the diverse needs of students including special education, English learners, foster/homeless, and low-income. In our recruitment meetings we share information with interested parents on the services available to students who meet the classification for these student groups

MCA will distribute information and notifications about enrollment opportunities at MCA to communities in Los Angeles Unified School District, including those that serve diverse populations. Prior to the beginning of each school year, MCA will target a diverse set of students throughout the student recruitment process in order to achieve and maintain LAUSD's racial and ethnic balance goal upon enrollment. In order to achieve a ratio of students in Special Education, English Learners, including Redesignated English Proficient pupils that is reflective of the general population residing with LAUSD, MCA will promote enrollment opportunities outreach and recruitment opportunities by:

- Promoting MCA through flyers
- Posting on the MCA website and social media
- Announcements using the school marquee
- Sending mailers inviting community members to events and tours of the school are mailed to the surrounding communities of Sylmar, Pacoima, San Fernando, Sunland and Tujunga in the spring to announce about enrolling.
- Maintain a presence on Schola to attract families slightly outside our area (North Hollywood, Arleta, Mission Hills)
- Conduct informational meetings in the MCA school auditorium to inform all segments of the community about MCA's educational program and support services
- Posting flyers in local businesses and organizations announcing meeting dates and enrollment opportunities.
- Delivering physical notices to neighborhoods and families about available openings.
- Posting banners in front of the Charter School announcing, "Now Enrolling" and street banners in the community
- School tours that include information on the Charter School's performance track record, the Charter School mission, goals, what it means to be an MCA student, policies and procedures, and the calendar.

- Montague Charter Academy conducts Parent Orientation Meetings for each grade level at the beginning of each school year.
- Invite the community to Open House each Spring.

Schedule of Events

- Anticipated schedule of annual school tours: January through June
- School information sessions: January-April
- Student orientation session: August

MCA will conduct annual student orientation sessions in English and in Spanish prior to the opening of school.

Element 8 – Admission Policies and Procedures

“Admission policies and procedures, consistent with subdivision (e).” (Ed. Code § 47605(c)(5)(H).)

DOCUMENTATION OF ADMISSIONS AND ENROLLMENT PROCESSES

Charter School shall maintain complete and accurate records of its annual admissions and enrollment processes, including but not limited to documentation of implementation of lottery and waitlist criteria and procedures in accordance with the terms of the Charter. These records shall be made available to the District upon request.

HOMELESS AND FOSTER YOUTH

Charter School shall adhere to the provisions of the federal McKinney-Vento Homeless Assistance Act and ensure that each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education as provided to other children and youths. Charter School shall provide specific information, in its outreach materials, websites, at community meetings, open forums, and regional center meetings, that notifies parents that Charter School will enroll and provide services for all students, and provides a standard District contact number for access to additional information regarding enrollment.

Charter School shall comply with all applicable federal and state laws regarding homeless and foster youth, including but not limited to the provisions of AB 379 (2015) and Chapter 5.5 (commencing with Section 48850) of Part 27 of Division 4 of Title 2 of the Education Code, as amended from time to time. Charter School shall extend its uniform complaint procedure to complaints filed pursuant to the applicable provisions of AB 379.

NON-DISCRIMINATION

Charter School shall not require a parent/legal guardian/student to provide information regarding a student’s disability, gender, gender identity, gender expression, nationality, legal or economic status, primary language or English Learner status, 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, including immigration status, or any other information that would violate federal or state law, prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment. Charter School may request, at the time of, and as part of, conducting its lottery process, the provision of information necessary to apply specific admissions preferences set forth in this Charter.

Charter School shall not request or require submission of a student’s IEP, Section 504 Plan, or any other record or related information prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment.

Charter School shall not discourage a student from enrolling or seeking to enroll in the Charter School, nor encourage a current student from disenrolling, for any reason, including, but not

limited to, the student's academic performance, nationality, race, ethnicity, or sexual orientation or because the student is a student with disabilities, academically low achieving, an English learner, neglected or delinquent, homeless, economically disadvantaged, or a foster youth. The Charter School shall not request or require a student's records to be submitted before enrollment. The Charter School shall post on its web site the California Department of Education notice of these requirements and shall provide the notice to parents/guardians or students age 18 and older when the parent/guardian or student inquires about enrollment, before conducting an enrollment lottery, and before disenrollment of a student. (Ed. Code §§ 47605, 47605.6)

Charter School shall adopt policy that is consistent with the model policy developed by the California Attorney General addressing the Charter School's response to immigration enforcement, notify parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, prohibit the collection of information or documents regarding the immigration status of students or their family members, and fulfill other requirements of Education Code section 234.7.

PREGNANT AND PARENTING STUDENT ACCOMMODATIONS

Charter School shall provide specified accommodations to pregnant and parenting students, including, but not limited to, the provision of parental leave and reasonable accommodations on campus to a lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. The Charter School shall notify pregnant and parenting students and parents/guardians of the rights and options available to pregnant and parenting students. (Ed. Code §§ 222, 222.5, 46015.)

SEXUAL HARASSMENT POLICY NOTICE

The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code section 231.6, and shall prominently and conspicuously display the poster in each bathroom and locker room at each schoolsite and in public areas at each schoolsite.

If the charter school offers competitive athletics, annually post on the school's web site or on the web site of the charter operator the total enrollment of the school classified by gender, the number of students who participate in competitive athletics classified by gender, and the number of boys' and girls' teams classified by sport and by competition level. If Charter School operates multiple school sites, this information shall be disaggregated by school site. (Ed. Code § 221.9.)

Admissions Requirements

Admission to Montague Charter Academy will follow MCA's non-discrimination policy. MCA will admit all pupils who wish to attend as outlined in Education Code Section 47605(e)(2)(A). All students who meet the minimum age requirements for attendance in public school are eligible to enroll; MCA does not have admission requirements.

Admission to MCA will not be determined according to the place of residence of the pupil or their parent or guardian within the state, except that admission preference will be given to students residing in Montague Street Elementary School's former attendance area.

Student Recruitment

MCA will make a special effort (e.g., participation in community events, newsletters, and forums) to distribute its recruitment materials to families of low achieving and/or socio-economically disadvantaged students and hold meetings at MCA to inform families of our programs and services.

Almost 100% of current MCA students are designated as socio-economically disadvantaged; students new to enrollment at MCA in TK or kindergarten do not have school records that would indicate low academic performance. We have approximately 13% students with disabilities enrolled, which is average compared to other elementary schools in our local geographic area.

Lottery Preferences and Procedures

MCA's first responsibility is to make available seats for students residing in the MCA's pre-conversion attendance area. As a conversion school, students who reside in the attendance area of the former Montague Street Elementary School (MSES) shall be granted admissions preference. If, at any time during the school year, the total enrollment of MCA approaches its operational capacity and appears potentially unable to enroll new students who reside within the former MSES attendance boundary, MCA shall immediately consult and coordinate with its Local District administration as well as the District's School Management Services to manage its enrollment so that MCA remains in compliance with all applicable laws and legal obligations and that, to the maximum extent possible, MCA is and remains able to enroll, at all times throughout the year, any and all students who reside within the former MSES attendance boundary who wish to attend.

Students from outside of our original attendance area can also enroll throughout the school year if a seat is available. Once a student is enrolled, their seat will be guaranteed for future years.. The admission priorities are listed below. Transportation to and from school will not be provided by MCA except as required in an IEP for students with disabilities.

Public Random Lottery

Should the number of pupils who wish to attend the Charter School exceed the Charter School capacity, admission shall be determined by a public random drawing ("lottery"), and preference shall be extended to pupils who currently attend the Charter School (they are exempt from the lottery) and pupils who reside in the District [Education Code Section 47605(e)(2)(B)].

The Executive Director/Principal and Assistant Principals will ensure that communication of the Lottery rules is properly executed. Parents and students will be informed by US Mail, posting on MCA's website, and flyers indicating the dates and rules of the public random drawing. In addition, flyers will be given to parents who complete a "Pre-Enrollment" form for admission into the Charter School. Dates and rules of the public random drawing will be printed and available for all staff and other interested parties, per request, at the MCA site.

The lottery will be held annually in March, and families are notified of their enrollment formally within 2-4 weeks. The Lottery is held in the MCA school auditorium.

The lottery will be observed by at minimum one administrator, two other school staff members, and three parents in order to ensure fair execution of the lottery rules and procedures.

The enrollment period will be advertised in the San Fernando Valley during the months of January and February utilizing the methods listed above. The enrollment period will take place during January through March. Application to MCA should be an informed, carefully considered decision. As part of the application process, students and parents or guardians will have the opportunity to attend an information session or take a tour to ensure maximum participation. This is neither required nor a condition of enrollment. The purpose of the meeting and/or tour is to allow parents the opportunity to learn more about the educational program of the Charter School. The content of materials in the admission process will not be used as a factor of admission, but the opportunity helps assure that parents and students are seriously interested in attending MCA.

The Charter School will give admission priority to the following students in the following order::

1. Students residing in the former attendance area of Montague Street Elementary School (as required by law)
2. Students who reside outside the former attendance of MCA, but still within the LAUSD boundary.
3. Siblings of students currently enrolled or admitted or wards of parents of currently enrolled or admitted students (to keep families together)
4. Children of current employees of MCA, not to exceed 10% of the school population (to keep families together)
5. Students who reside in California (as permitted by law)

As per Education Code Section 47605(e)(2)(B), if the number of applicants exceeds capacity at the time of the application deadline, students will be admitted to the Charter School through a public random drawing (implementing the admission priorities stated above). Siblings of children whose names are drawn will automatically be given the next enrollment slot, in order to help keep families together.

MCA will identify the number of open spots available.

If there are more spots available than are in the first preference group, all of the first group will be admitted. If there are not enough spots, a lottery will be held for the applicants in the first group.

Students whose names are selected in the lottery will be offered a spot for enrollment. Students whose names are not selected will remain on a waiting list, numbered by the order their name was drawn, for the remainder of the school year. As space opens, each subsequent name will be

offered a space at MCA. The MCA School Office Manager will notify families of an open space by calling the phone numbers listed on the lottery application. Families will have to respond to the invitation within 2 business days to accept the open space at MCA. Once a family has accepted the space via the phone call, they must complete the enrollment packet within 5 business days or MCA will move to the next name on the waiting list.

Element 9 – Annual Financial Audits

“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.” (Ed. Code § 47605(c)(5)(I).)

Charter School shall provide for an annual audit that shall be conducted in compliance with applicable state and federal laws, including but not limited to the requirements of Education Code sections 47605(b)(c)(I) and 41020 as they may be amended from time to time. Charter School shall ensure compliance with the requirements of section 41020(f)(2), which makes it unlawful, absent an Education Audits Appeal Panel waiver, for a public accounting firm to provide audit services to a local educational agency if the lead audit partner, or coordinating audit partner, having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, has performed audit services for that local educational agency in each of the six previous years.

The following reports will be submitted to LAUSD, in the required format and within timelines to be specified by LAUSD, each year:

- Provisional Budget – Spring prior to operating fiscal year
- Final Budget – July of the budget fiscal year
- First Interim Projections – November of operating fiscal year
- Second Interim Projections – February of operating fiscal year
- Unaudited Actuals – July following the end of the fiscal year
- Audited Actuals – December 15 following the end of the fiscal year
- Classification Report – monthly according to Charter School’s Calendar
- Statistical Report – monthly according to Charter School’s Calendar of Reports

In addition:

- P1, first week of January
- P2, first week of April
- Instructional Calendar – annually five weeks prior to first day of instruction
- Other reports as requested by the District

Annual Audit Procedures

Annually, the MCA Board will contract with a qualified accountant or independent certified public accounting firm to conduct the required annual financial audit. The Executive Director/Principal and/or back-office designee will work directly with the designated accountant to ensure the audit is completed according to all laws and compliance requirements. The Executive Director/Principal will report the audit findings to the MCA Board for review and any required action.

The Executive Director/Principal and Chair of the MCA Board will ensure that the selected auditor is on the State Controller's list of approved auditors to conduct charter school audits by annually checking the State Controller's approved list to ensure compliance and currency.

In the event the audit findings reveal any deficiencies, material weaknesses or audit exceptions, the Executive Director/Principal, in conjunction with the MCA Board will immediately act upon the findings to propose changes and budget amendments as needed to ensure all fiscal issues are resolved as soon as possible.

The Executive Director/ Principal and Board Chair will ensure the auditor sends the completed audit to all required agencies in compliance with required guidelines and statutory reporting deadlines.

Audit exceptions and deficiencies shall be resolved within reasonable timelines as prescribed by LAUSD. If there are any exceptions and deficiencies, Montague Charter Academy will work in concert with the business service provider to address any audit findings and/or resolve any audit exceptions and will submit a report to LAUSD proposing how any exceptions and deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for resolution. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law.

The independent fiscal audit of Montague Charter Academy is a public record that will be available to the public upon request.

Element 10 – Suspension and Expulsion Procedures

“The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:

(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil’s side of the story.

(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:

(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil’s basic rights.

(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil’s parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil’s educational rights holder, and shall inform the pupil, the pupil’s parent or guardian, or the pupil’s educational rights holder of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil’s parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, “involuntarily removed” includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).”

(iv) A foster child’s educational rights holder, attorney, and county social worker and an Indian child’s tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information.” (Ed. Code § 47605(c)(5)(J).)

GENERAL PROVISIONS

Charter School shall provide due process for all students, including adequate and timely notice to parents/guardians and students of the grounds for all suspension and expulsion recommendations

and decisions and their due process rights regarding suspension and expulsion, including rights of appeal.

Charter School shall ensure that its policies and procedures regarding suspension and expulsion will be periodically reviewed, and modified as necessary, in order to conform to changes in state law.

Charter School shall ensure that its staff is knowledgeable about and complies with the District's Discipline Foundation Policy and/or current equivalent policy. Charter School shall comply with the terms of the School Discipline Policy and School Climate Bill of Rights resolution adopted by the LAUSD Board of Education on May 6, 2013.

Charter School shall be responsible for the appropriate interim placement of students during and pending the completion of Charter School's student expulsion process and shall facilitate the post-expulsion placement of expelled students.

Charter School shall document and implement the alternatives to suspension and expulsion that Charter School utilizes in response to attendance-related concerns, e.g. truancy or excessive tardiness.

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform him or her of the basis for which the pupil is being involuntarily removed and his or her right to request a hearing to challenge the involuntary removal. If a parent, guardian, or educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated in this section.

HOMEWORK TO SUSPENDED STUDENTS

For any student who has been suspended from school for two or more schooldays, Charter School shall provide student with the homework the student would otherwise have been assigned if requested by the student or student's parent/guardian. If a homework assignment is requested and turned in to the student's teacher either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, but it is not graded before the end of the academic term, then that assignment shall not be included in the calculation of the pupil's overall grade in the class. (Ed. Code § 48913.5)

STUDENTS WITH DISABILITIES

Charter School shall establish and implement policies and procedures to ensure full compliance with federal and state laws and regulations regarding the discipline of students with disabilities. If a student is recommended for expulsion and the student receives or is eligible for special education, pending the completion of the expulsion process, Charter School shall identify and provide special education programs and services at an appropriate interim educational placement determined in coordination with the LAUSD Division of Special Education.

In the case of a student who has an Individualized Education Program (“IEP”), or a student who has a Section 504 Plan, Charter School shall ensure that it follows correct disciplinary procedures to comply with the mandates of state and federal laws, including IDEA and section 504 of the Rehabilitation Plan of 1973. As set forth in the MOU regarding special education between the District and Charter School, an IEP team will meet to conduct a manifestation determination and to discuss alternative placement utilizing the District’s Special Education Policies and Procedures Manual. Prior to recommending expulsion for a student with a Section 504 Plan, Charter School’s administrator will convene a Link Determination meeting to ask the following two questions:

- A. Was the misconduct caused by, or directly and substantially related to the student’s disability?
- B. Was the misconduct a direct result of the Charter School’s failure to implement Section 504?

NOTIFICATION OF THE DISTRICT

Upon expelling any student, Charter School shall notify the Charter Schools Division by submitting an expulsion packet to the CSD immediately or as soon as practicable, which shall contain:

- Completed “Notification of Charter School Expulsion” [form available from the CSD website or office], including attachments as required on the form
- Documentation of the expulsion proceeding, including statement of specific facts supporting the expulsion and documentation that Charter School’s policies and procedures were followed
- Copy of parental notice of expulsion hearing
- Copy of expulsion notice provided to parent stating reason for expulsion, term of expulsion, rehabilitation plan, reinstatement notice with eligibility date and instructions for providing proof of student’s compliance for reinstatement, appeal process, and options for enrollment
- If the student is eligible for Special Education, documentation related to expulsion in compliance with IDEA including the Expulsion Analysis page of the pre-expulsion IEP
- If the student is eligible for Section 504 accommodations, documentation that Charter School conducted a Link Determination meeting to address two questions:

- A. Was the misconduct caused by, or directly and substantially related to the student’s disability?

B. Was the misconduct a direct result of Charter School’s failure to implement Section 504 Plan?

Notwithstanding and apart from the documentation sent to the Charter Schools Division as indicated above, if the student is a resident of a school district other than LAUSD, Charter School must notify the superintendent of the student’s district of residence within 30 days of the expulsion. Additionally, upon request of the receiving school district, Charter School shall forward student records no later than 10 school days from the date of the request as stated in Education Code section 49068 (a) and (b).

OUTCOME DATA

Charter School shall gather and maintain all data related to placement, tracking, and monitoring of student suspensions, expulsions, involuntary removals, and reinstatements, and make such outcome data readily available to the District upon request.

REHABILITATION PLANS

Pupils who are expelled from Charter School shall be given a rehabilitation plan upon expulsion as developed by Charter School’s governing board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. Terms of expulsion should be reasonable and fair with the weight of the expelling offense taken into consideration when determining the length of expulsion. Therefore, the rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the pupil may apply to Charter School for readmission. Charter School shall inform parents in writing of its processes for reinstatement and applying for expungement of the expulsion record.

READMISSION

Charter School’s governing board shall adopt rules establishing a procedure for the filing and processing of requests for readmission and the process for the required review of all expelled pupils for readmission. Upon completion of the readmission process, Charter School’s governing board shall readmit the pupil, unless Charter School’s governing board makes a finding that the pupil has not met the conditions of the rehabilitation plan or continues to pose a danger to campus safety. A description of the procedure shall be made available to the pupil and the pupil’s parent or guardian at the time the expulsion order is entered and the decision of the governing board, including any related findings, must be provided to the pupil and the pupil’s parent/guardian within a reasonable time.

REINSTATEMENT

Charter School’s governing board shall adopt rules establishing a procedure for processing reinstatements, including the review of documents regarding the rehabilitation plan. Charter School is responsible for reinstating the student upon the conclusion of the expulsion period in a timely manner.

GUN-FREE SCHOOLS ACT

Charter School shall comply with the federal Gun-Free Schools Act.

SCHOOL CULTURE AND CLIMATE AND STUDENT DISCIPLINE SYSTEM

Montague Charter Academy embraces a student discipline philosophy aligned with the District's Discipline Foundation Policy, the School Discipline Policy, and the School Climate Bill of Rights Board of Education resolution. Our approach centers on fostering a positive school climate, utilizing proactive strategies to prevent disciplinary issues, and implementing interventions that support student growth.

MCA has established a positive behavior framework known as the MCA Personal Standards, which incorporates PBIS strategies and Restorative Justice practices. This school-wide plan, developed collaboratively with staff and counselors, is designed to create and sustain a positive learning environment. The MCA Personal Standards focus on three core expectations: Show Respect, Make Good Decisions, and Solve Problems. These expectations are consistently reinforced throughout the campus, as illustrated by school-wide posters (A sample of the content that supports these practices is included below).

Our entire staff, including two dedicated school counselors, actively supports this plan. The counselors play a key role in promoting social-emotional development by delivering lessons they design for classrooms throughout the year. They are also available to provide immediate support for crisis situations and ongoing assistance to students in need.

At MCA we prioritize recognizing and rewarding positive behavior alongside addressing disciplinary issues. Students receive daily reward tickets, known as Mustang Bucks, which can be entered into weekly raffles. We also celebrate positive behavior with praise, positive phone calls to parent, and special reward days held three times a year. These Reward Days are school-wide celebrations that honor students' outstanding citizenship and reinforce the values embodied in our Personal Standards. MCA believes that discipline as a means to teach and applies behavior interventions after all prevention measures have been exhausted.

Personal Standards:

1. Show Respect
2. Make Good Decisions
3. Solve Problems

Rewards:

1. Targeted Praise
2. Mustang Cards/ Small Prizes
3. Privileges
4. Official Recognition

5. Special Events

Consequences:

1. Warning/ Redirection
2. 2nd Warning/ Reflection (Talk with teacher)
3. Parent Communication
4. Office Referral/ Loss of Star(s)
5. Class Removal/ Behavior Plan/ Parent Conference

Core Virtues

To ensure our school climate remains positive and supportive for all students, each year MCA focuses on a 9 Core Virtues in a 3-year repeating cycle. Over the six or seven years that a student is enrolled at MCA, they will have experienced the 27 Core Virtues at least twice.

Year 1	Year 2	Year 3
Respect & Responsibility	Respect & Responsibility	Respect & Responsibility
Diligence	Self-Control/Self- Discipline	Perseverance
Gratitude	Wonder	Stewardship
Generosity	Charity	Service
Courage	Courage	Courage
Loyalty	Love of Country	Honesty & Justice
Compassion	Faithfulness	Mercy
Forgiveness	Graciousness & Courtesy	Gentleness and Humility
Hope & Heroism	Joy & Lives to Learn From	Wonder & Wisdom

Our counselors are a centerpiece of our Tiered Intervention strategy, stepping in to support students struggling to adhere to school rules or having social difficulties. Administration uses daily and weekly behavior charts to support struggling students to guide them toward improvement. MCA administration, counselors, and the Community Schools Coordinator work with families to uncover root problems that may be impacting school behavior.

Counselors and administrators conduct Restorative Justice (“RJ”) sessions, community circles and Social- Emotional Learning lessons to uncover the “root of the problem” and resolve conflicts.

MCA documents discipline incidents in our student information system (PowerSchool) and administration maintains a database of star points to determine patterns of behavior both individually and in grade levels.

Counselors and administrators facilitate Restorative Justice sessions, student conflict resolution meetings, and Social-Emotional Learning lessons to uncover the "root of the problem" and address conflicts.

Discipline incidents are documented by MCA in the student information system, PowerSchool, while administration tracks a database of star points to analyze behavior patterns at both individual and grade level scales.

Here is the above mentioned practices in tiers:

Tier One - Is our Personal Standards Plan and Core Virtues as mentioned above that we follow school-wide. Our counselors author and deliver lessons in classrooms aligned to our core virtues throughout the school year.

Tier Two – Crisis counseling, admin support (If needed) through daily checks and/or personal contracts with the student and/or parents.

Tier Three – Engage in the SSPT Process, Extended counseling (Therapy) through our third party vendors, family Support, behavior plans (IEP) and admin support through contracts with the student and/or parents.

SUSPENSION AND EXPULSION

These Pupil Suspension and Expulsion Policy and Procedures have been established in order to promote learning and protect the safety and wellbeing of all students at Montague Charter Academy. Though the Charter School is exempt from Education Code section 48900 *et seq.*, in creating our suspension and expulsion policy, the charter school has reviewed Education Code Section 48900 *et seq.* which describes the offenses for which students at non-charter schools may be suspended or expelled and the procedures governing those suspensions and expulsions in order to establish its list of offenses and procedures for suspensions, expulsions and involuntary removal. The language that follows is largely consistent with the language of Education Code Section 48900 *et seq.* MCA also follows the *District's Discipline Foundation Policy* and *School Discipline Policy and School Climate Bill of Rights* including school-wide positive behavior supports, alternatives to suspension, and restorative justice.

The Charter School is committed to annual review of policies and procedures surrounding suspensions, expulsions, and involuntary removals, and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion consistent with this Policy, it may be necessary to suspend or expel a student from regular classroom instruction. This shall serve as the Charter School's policy and procedures for student suspension, expulsion, and involuntary removal, and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements and the authorizer has been consulted. Charter School staff shall enforce disciplinary policies and procedures fairly and consistently among all students

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

The Executive Director/Principal or designee shall ensure that students and their parents/guardians⁵ are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that this policy and its procedures are available upon request at MCA's Main office.

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

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the IDEA or who is qualified for services under Section 504 is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law requires additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the applicable provisions of the Education Code, when imposing any form of discipline on a student identified as an individual with disabilities, for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by the Charter School for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian and shall inform the student, the student's parent/guardian, of the basis for which the student is being involuntarily removed and the student's parent/guardian's right to request a hearing to challenge the involuntary removal. If a student's parent/guardian requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent/guardian requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below.

GROUND FORS SUSPENSION AND EXPULSION OF STUDENTS

⁵ The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker; and an Indian child's tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other documents and related information. For purposes of this Policy and its Procedures, the term "parent/guardian" shall include these parties.

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; or d) during, going to, or coming from a school-sponsored activity.

Enumerated Offenses

1. Discretionary Suspension Offenses: Students may be suspended when it is determined the student:
 - a. Caused, attempted to cause, or threatened to cause physical injury to another person.
 - b. Willfully used force or violence upon the person of another, except self-defense.
 - c. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
 - d. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
 - e. Committed or attempted to commit robbery or extortion.
 - f. Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
 - g. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
 - h. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.
 - i. Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
 - k. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.

- l. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o. Engaged in, or attempted to engage in, hazing. For the purposes of this policy, “hazing” means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, “hazing” does not include athletic events or school-sanctioned events.
- p. Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family’s safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.
- q. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 4 to 5, inclusive. Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 4 to 5 inclusive.

- r. Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 4 to 5, inclusive.
- s. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 4 to 5 inclusive.
- t. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - i. “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 1. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.
 2. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
 3. Causing a reasonable student to experience substantial interference with their academic performance.
 4. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
 - ii. “Electronic Act” means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 1. A message, text, sound, video, or image.

2. A post on a social network Internet Web site including, but not limited to:
 - a. Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
 - c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
3. An act of cyber sexual bullying.
 - a. For purposes of this policy, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - b. For purposes of this policy, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
4. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

- u. A student who aids or abets, as defined in Penal Code Section 31, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).
 - v. Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director/Principal or designee's concurrence.
2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion when it is determined the student:
- a. Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director/Principal or designee's concurrence.
 - b. Brandished a knife at another person.
 - c. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
 - d. Committed or attempted to commit a sexual assault or committed a sexual battery as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 of former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4
3. Discretionary Expellable Offenses: Students may be recommended for expulsion when it is determined the student:
- a. Caused, attempted to cause, or threatened to cause physical injury to another person.
 - b. Willfully used force or violence upon the person of another, except self-defense
 - c. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
 - d. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any

person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

- e. Committed or attempted to commit robbery or extortion.
- f. Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- g. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- h. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.
- i. Committed an obscene act or engaged in habitual profanity or vulgarity.
- j. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- l. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o. Engaged in, or attempted to engage in hazing. For the purposes of this policy, "hazing" means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, "hazing" does not include athletic events or school-sanctioned events.
- p. Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death,

great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.

- q. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 4 to 5, inclusive.
- r. Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 4 to 5, inclusive.
- s. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 4 to 5, inclusive.
- t. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - i. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 1. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students

in fear of harm to that student's or those students' person or property.

2. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
3. Causing a reasonable student to experience substantial interference with their academic performance.
4. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

ii. "Electronic Act" means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

1. A message, text, sound, video, or image.
2. A post on a social network Internet Web site including, but not limited to:
 - a. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
 - c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
3. An act of cyber sexual bullying.
 - a. For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a

student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

b. For purposes of this policy, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

- u. A student who aids or abets, as defined in Penal Code Section 31, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).
- v. Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director/Principal or designee’s concurrence.

4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion when it is determined pursuant to the procedures below that the student:

- a. Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director/Principal or designee’s concurrence.
- b. Brandished a knife at another person.
- c. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.

- d. Committed or attempted to commit a sexual assault or committed a sexual battery as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 of former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4.

If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or destructive device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

The Charter School will use the following definitions:

The term “knife” means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.

The term “firearm” means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term “destructive device” means any explosive, incendiary, or poison gas, including but not limited to: (A) bomb; (B) grenade; (C) rocket having a propellant charge of more than four ounces; (D) missile having an explosive or incendiary charge of more than one-quarter ounce; (E) mine; or (F) device similar to any of the devices described in the preceding clauses.

SUSPENSION PROCEDURES

MCA shall provide due process for all students, including adequate notice to parents/guardians and students regarding the grounds for suspension and expulsion and their due process rights regarding suspension and expulsion, including rights to appeal.

MCA shall ensure that its policies and procedures regarding suspension and expulsion will be periodically reviewed, and modified as necessary in consultation with the CSD, including, for example, any modification of the lists of offenses for which students are subject to suspension or expulsion.

MCA shall ensure appropriate interim placement of students during and pending the completion of the Charter School’s student expulsion process.

Charter Schools will implement operational and procedural guidelines ensuring federal and state laws and regulations regarding the discipline of students with disabilities are met. Charter Schools will also ensure staff is knowledgeable about and complies with the district’s Discipline Foundation Policy. If the student receives or is eligible for special education, the Charter School shall identify and provide special education programs and services for the

appropriate interim educational placement, pending the completion of the expulsion process, to be coordinated with the LAUSD Support Unit, Division of Special Education.

MCA shall utilize alternatives to suspensions and expulsion with students who are truant, tardy, or otherwise absent from compulsory school activities.

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Executive Director/Principal or designee with the student and the student's parent/guardian and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Executive Director/Principal or designee. The Executive Director/Principal or designee is authorized to suspend students. MCA affirms that the process for investigating incidents and collecting evidence will be fair and thorough

The conference may be omitted if the Executive Director/Principal or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and the student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against the student and shall be given the opportunity to present their version and evidence in their defense, in accordance with Education Code Section 47605(c)(5)(J)(i). This conference shall be held within two (2) school days, unless the student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. Penalties shall not be imposed on a student for failure of the student's parent/guardian to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent/guardian at the conference.

2. Notice to Parents/Guardians

At the time of the suspension, the Executive Director/Principal or designee shall make a reasonable effort to contact the parent/guardian by email, by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense(s) committed by the student as well as the date the student may return to school following the suspension. If the Executive Director/Principal or designee wishes to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. In-School Suspension

For offenses that do not include possession of drugs or weapons, or violence, students may be assigned in-school suspension, not to exceed 5 days. Notification will be provided to parents/guardians, followed by a formal meeting to understand and communicate reasons for in-school suspension, investigation results, and suspension terms and support.

Students will serve in-school suspension on campus in the main office, counseling office or a designated alternative classroom supervised by a credentialed staff person. The supervising staff person will coordinate with students' teachers to provide schoolwork, as well as additional supports such as counseling and 1:1 academic support.

4. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Suspensions shall not exceed twenty (20) school days in one school year, unless for purposes of adjustment, a pupil enrolls in or is transferred to another regular school, an opportunity school or class, or a continuation education school or class, in which case the total number of school days for which the pupil may be suspended shall not exceed thirty (30) school days in any school year. For students with an IEP and students with a Section 504 Plan, the total number of days the student may be suspended from school shall not exceed ten (10) school days in any year. If a suspension reaches 10 school days, the Charter School shall provide timely, written notice of the charge(s) against the pupil and an explanation of the pupil's basic rights, and a hearing adjudicated by a neutral officer within a reasonable number of days, at which the pupil has the right to bring legal counsel or an advocate.

This determination will be made by the Executive Director/Principal or designee upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing.. As with In-School suspension, interim placement will occur on campus in the main office, counseling office or a designated alternative classroom with a credentialed employee with school work.

5. Homework Assignments During Suspension

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic

term, that assignment shall not be included in the calculation of the student's overall grade in the class.

AUTHORITY TO EXPEL

As required by Education Code Section 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer among the Administrative Panel (the "entity conducting the hearing") to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled by an Administrative Panel following a hearing before it, and preceded by recommendation from the Executive Director/Principal. The Administrative Panel shall consist of at least three members who are certificated employees and neither a teacher of the student nor a Board member of the Charter School's Board. The Charter School's Board will appoint an Administrative Panel, which shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may expel any student found to have committed an expellable offense. A student and his or her parents may appeal an expulsion decision by the Administrative Panel to the Charter School's Board, which will make the final determination.

EXPULSION PROCEDURES

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Executive Director/Principal or designee determines that the student has committed an expellable offense and recommends the student for expulsion.

The Administrative Panel will hold a hearing on the case, and will make a determination whether to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under FERPA) unless the student makes a written request for a public hearing in open session at least three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include

1. The date and place of the expulsion hearing.
2. Notification of the student and/or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment.
3. statement of the specific fact(s), charge(s) and offense(s) upon which the proposed expulsion is based.
4. Information regarding reasonable accommodations and language support, special rules and procedures for incidents involving sexual assault and/or battery.

5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor.
6. The right to inspect and obtain copies of all documents to be used at the hearing.
7. The opportunity to confront and question all witnesses who testify at the hearing.
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

MCA may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by MCA or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of their right to (a) receive five (5) calendar days' notice of their scheduled testimony; (b) have up to two (2) adult support persons of their choosing present in the hearing at the time the complaining witness testifies, which may include a parent/guardian or legal counsel; and (c) elect to have the hearing closed while testifying.
2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the Administrative Panel conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.
4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours the complaining witness is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany the complaining witness to the witness stand.
7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to

the Charter School. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising their discretion to remove a person from the hearing whom they believe is prompting, swaying, or influencing the witness.

8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the hearing room during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have their testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A determination by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Administrative Panel determines that

disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the student facing expulsion, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have their testimony heard in a session closed to the public.

Expulsion Decision

The decision of the Administrative Panel shall be made within ten (10) school days following the conclusion of the hearing. The decision can be appealed to the Board of Directors.

If the Administrative Panel decides not to recommend expulsion, or the Board of Directors ultimately decides not to expel, the student shall immediately be returned to their previous educational program.

Right to Appeal

The pupil shall have the right to appeal an expulsion decision from the Administrative Panel to the Charter School Board. The Charter School Board's decision to expel shall be final.

The Board of Directors may also determine to suspend the enforcement of the expulsion order for a period of not more than one (1) calendar year from the date of the expulsion hearing and return the student to the student's previous educational program under a probationary status and rehabilitation plan to be determined by the Board. During the period of the suspension of the expulsion order, the student is deemed to be on probationary status. The Board of Directors may revoke the suspension of an expulsion order under this section if the student commits any of the enumerated offenses listed above or violates any of the Charter School's rules and regulations, or District's Discipline Foundation Policy, and the School Discipline Policy and School Climate Bill of Rights Board of Education resolution, or contents in this petition governing student conduct. If the Board revokes the suspension of an expulsion order, the student may be expelled under the terms of the original expulsion order. The Board of Directors shall apply the criteria for suspending the enforcement of the expulsion order equally to all students, including individuals with exceptional needs as defined in Education Code Section 56026. The Board of Directors shall further comply with the provisions set forth under Education Code Section 48917, except as otherwise expressly set forth herein.

Written Notice to Expel

The Executive Director/Principal or designee, following a decision of the Board of Directors to expel, shall send written notice of the decision to expel, including the Board of Directors' adopted findings of fact, to the student and student's parent/guardian. This notice shall also include the following::

1. Notice of the specific offense committed by the student.

2. Notice of the parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with MCA.
3. Information about the appeal process and reinstatement.

The Executive Director/Principal designee shall send a copy of the written notice of the decision to expel to the District. This notice shall include the following: (a) The student's name; and (b) the specific expellable offense committed by the student. The Charter School shall also submit an expulsion packet to the Charter Schools Division immediately or as soon as practically possible, containing:

- Pupil's last known address
- A copy of the cumulative record
- Transcript of grades or report card
- Health information
- Documentation of the expulsion proceeding, including specific facts supporting the expulsion
- Student's current educational placement
- Copy of parental notice expulsion
- Copy of documentation of expulsion provided to parent stating reason for expulsion, term of expulsion, rehabilitation plan, reinstatement notice with eligibility date and instructions for providing proof of student's compliance for reinstatement, appeal process, and options for enrollment.
- The Executive Director/Principal will collaborate with the expulsion panel and other relevant personnel (Counselor) to establish the rehabilitation plan criteria. The student will be expected to address the behavioral concerns related to the expulsion at the new school. Expelled students can re-apply for enrollment exactly twelve months after the expulsion date. Student must successfully meet the terms of the plan to be re-enrolled.

Additionally, in accordance with Education Code Section 47605(e)(3), upon expulsion of any student, MCA shall notify the superintendent of the school district of the pupil's last known address (if not LAUSD) within thirty (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

Disciplinary Records

MCA shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the chartering authority upon request.

Expelled Students/Alternative Education

Parents/guardians of students who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion and to facilitate continued access to education..

MCA shall ensure the appropriate interim placement of students during and pending the completion of the MCA's student expulsion process. If the student receives or is eligible for special education, MCA shall identify and provide special education programs and services at the appropriate interim educational placement, pending the completion of the expulsion process, to be coordinated with the LAUSD Support Unit, Division of Special Education.

Notice to Teachers

The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

Involuntary Removal for Truancy

Charter schools are schools of choice, and as a charter school student who fails to attend school is potentially depriving another student of their opportunity to enroll. MCA recognizes that a student may be involuntarily removed only in accordance with the General Provisions addressed in this element which requires written notice no fewer than five (5) days in advance of action; and an opportunity for a parent, guardian, educational rights holder to request a hearing prior to any involuntary removal. Students who are involuntarily removed for truancy will be given a rehabilitation plan and will be subject to the readmission procedures set forth herein.

Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students with Disabilities

1. Notification of SELPA

The Charter School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student that the Charter School or the SELPA would be deemed to have knowledge that the student had a disability.

2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications,

that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent/guardian, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parent/guardian to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent/guardian, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent/guardian and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent/guardian, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals

The parent/guardian of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent/guardian or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent/guardian and the Charter School agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

5. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Executive Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function;
or
- c. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent/guardian has requested an evaluation of the child.
- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

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

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent/guardian has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

Element 11 – Employee Retirement Systems

“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.” (Ed. Code § 47605(c)(5)(K).)

Charter School shall comply in a timely manner with all applicable federal and state laws and regulations, as they may change from time to time, including but not limited to Internal Revenue Code section 414(d) and related regulations, governing Charter School’s participation in, and/or coverage of its staff members by, the State Teachers’ Retirement System (CalSTRS), the Public Employees’ Retirement System (CalPERS), and/or federal social security.

If Charter School participates in, or otherwise covers its staff members by enrolling or continuing their enrollment in, a “government plan” governed by section 414(d) (e.g., CalPERS), upon dissolution or final liquidation of Charter School, and/or its nonprofit public benefit corporation, notwithstanding any provision in Element 15 to the contrary, Charter School shall distribute its net assets in accordance with section 414(d), related regulations, and the government plan’s requirements.

If Charter School participates in CalSTRS and/or CalPERS, Charter School shall continue such participation for the duration of Charter School’s existence under the same CDS code, if mandated by applicable legal and retirement plan requirements.

Certificated Staff Members

All eligible, full-time certificated employees of MCA will participate in STRS. Employees will contribute the required percentage, and MCA will continue to contribute the required matching percentage that the sponsoring district is providing. All withholdings (from employees and MCA) will be submitted to the STRS fund by the Charter School’s business manager and fiscal team, with oversight by the Executive Director/Principal, as required by established guidelines. The MCA Board will be the governing body that will ensure all agreements are followed. Employees will accumulate service credit years in the same manner as all other members of STRS. MCA will continue such participation in STRS for the duration of the Charter School’s existence under the same County-District-School (“CDS”) code.

Classified Staff Members

All current full-time non-certificated employees (unionized and non-represented) including cafeteria, clerical, and custodial staff, will continue to contribute with PERS. Employees and MCA will pay required contributions as designated by PERS. Employees will accumulate service credit years in the same manner as all other members of PERS. MCA will continue such participation in PERS for the duration of the Charter School’s existence under the same CDS code. Social Security payments will be contributed for all qualifying PERS members.

Other Staff Members

All current part-time non-certificated employees (unionized and non-represented) including cafeteria, clerical and custodial staff, will continue to contribute with PARS. Employees and MCA will pay required contributions as designated by PARS.

MCA will continue to participate in STRS, PERS and PARS for the duration of the charter.

Element 12 – Public School Attendance Alternatives

“The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.” (Ed. Code § 47605(c)(5)(L).)

Pupils of Charter School do not have or gain any right to admission in a particular school of any school district, or program of any school district, as a consequence of applying to or enrolling in Charter School, except to the extent that such a right is extended by the school district.

A pupil who chooses not to attend Charter School may attend a public school within the pupil’s school district of residence in accordance with applicable law and that school district’s policies and procedures. The pupil alternatively may seek to enroll in another charter school in accordance with applicable law and the terms of the school’s charter. If LAUSD is the pupil’s school district of residence, an eligible pupil may pursue an inter-district transfer, if available, in accordance with the admission, enrollment, and transfer policies and procedures of the District, as they may change from time to time.

As a public charter school authorized to operate within the boundaries of the Los Angeles Unified School District, MCA provides a quality alternative to attending District schools.

No student shall be required to attend MCA. Students and families will be informed of alternative public school options on the LAUSD website, which can be accessed on our computers in our Parent Center, Main Office and school library.

Element 13 – Rights of District Employees

“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.” (Ed. Code § 47605(c)(5)(M).)

Employees of the District who choose to leave the employment of the District to work at Charter School shall have no automatic rights of return to the District after employment at Charter School unless specifically granted by the District through a leave of absence or other agreement or policy of the District as aligned with the collective bargaining agreements of the District. Leave and return rights for District union-represented employees and former employees who accept employment with Charter School will be administered in accordance with applicable collective bargaining agreements and any applicable judicial rulings.

Element 14 – Mandatory Dispute Resolution

“The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter.” (Ed. Code § 47605(c)(5)(N).)

GENERAL PROVISIONS

Any claim, controversy or dispute between the District and Charter School arising out of, or relating to, this Charter, except for any claim, controversy or dispute related to the authorization, non-renewal, revision, and/or revocation of this Charter, (“Dispute”) shall be resolved pursuant to the terms of this Element 14.

Notwithstanding any other provision of law, each party shall bear and be solely responsible for all of its own attorneys’ fees, costs and expenses associated with any Dispute, including, but not limited to, any written/oral communication, meeting, Issues Conference, mediation, arbitration, administrative and/or civil action (including all levels of appeal), and no party shall be ordered to pay, or be awarded, any other party’s attorneys’ fees, costs or expenses in connection therewith, regardless of who may be deemed the prevailing party. Any fees, costs and expenses charged by a mediator or arbitrator (including all associated administration fees, costs and expenses) shall be shared equally by the parties regardless of the outcome or award. To that effect, any order or award of attorneys’ fees, costs and/or expenses, or mediator’s or arbitrator’s fees, costs or expenses (including any associated administration fees, costs and expenses), issued by a mediator, arbitrator, judicial officer (including all levels of appeal) or jury in any Dispute shall be deemed invalid as a matter of law and unenforceable by one party against the other party.

PROPOSITION 39 DISPUTES

Any Dispute related to or arising out of Education Code section 47614 and/or its implementing regulations set forth in California Code of Regulations, title 5, section 11969 et seq. (“Proposition 39”), shall be resolved in accordance with the procedures set forth below:

- 1) Any Dispute shall be communicated in writing (“Written Notification”). The Written Notification must identify the nature of the Dispute and all supporting facts. The Written Notification shall be tendered to the other party by personal delivery, by facsimile or e-mail, or by certified mail. The Written Notification shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00 p.m., or otherwise on the business day following personal delivery; (b) if by facsimile or e-mail, upon electronic confirmation of receipt; or (c) if by certified mail, two (2) business days after deposit in the U.S. Mail.

Unless directed otherwise, all Written Notifications to the District and Charter School shall be addressed respectively as follows:

Director

Charter Schools Division
Los Angeles Unified School District
333 South Beaudry Avenue, 20th Floor
Los Angeles, California 90017

Jose Salas, Executive Director
Montague Charter Academy
13000 Montague Street
Pacoima, CA 91331

- 2) A written response (“Written Response”) shall be tendered to the other party within fifteen (15) business days from the date of receipt of the Written Notification or other date as determined by mutual agreement of the parties. The Written Response shall be tendered to the other party by personal delivery, by facsimile or e-mail, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such communication if delivered by 5:00 p.m., or otherwise on the business day following personal delivery; (b) if by facsimile or e-mail, upon electronic confirmation of receipt; or (c) if by certified mail, two (2) business days after deposit in the U.S. Mail.
- 3) If the Dispute has not been resolved by mutual agreement from the Written Response, the parties agree to schedule a conference to discuss the Dispute identified in the Written Notice (“Issue Conference”). The Issue Conference shall take place within fifteen (15) business days from the date on which the Written Response is received by the other party or other date as determined by mutual agreement of the parties.
- 4) If the Dispute has not been resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Within fifteen (15) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties, the parties shall mutually agree upon the selection of a mediator. If the parties are unable to mutually agree upon the selection of a mediator, the mediator shall be selected from a list of mediators prepared and provided by the American Arbitration Association. Mediation proceedings shall commence within thirty (30) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties, and conclude within forty (40) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.
- 5) If the mediation is not successful, either party may then initiate a civil action. Venue for any civil action between the parties shall be the Los Angeles County Superior Court.

NON-PROPOSITION 39 DISPUTES

Any Dispute not related to or arising out of Proposition 39 shall be resolved in accordance with the procedures set forth below:

- 1) Any Dispute shall be communicated in writing (“Written Notification”). The Written Notification must identify the nature of the Dispute and any supporting facts. The Written Notification shall be tendered to the other party by personal delivery, by facsimile, or by certified mail. The Written Notification shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00 p.m., or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail.

Unless directed otherwise all Written Notifications to the District and Charter School shall be addressed respectively as follows:

Director
Charter Schools Division
Los Angeles Unified School District
333 South Beaudry Avenue, 20th Floor
Los Angeles, California 90017

Jose Salas, Executive Director
Montague Charter Academy
13000 Montague Street
Pacoima, CA 91331

- 2) A written response (“Written Response”) shall be tendered to the other party within twenty (20) business days from the date of receipt of the Written Notification or other date as determined by mutual agreement of the parties. The Written Response shall be tendered to the other party by personal delivery, by facsimile or e-mail, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such communication if delivered by 5:00 p.m., or otherwise on the business day following personal delivery; (b) if by facsimile or e-mail, upon electronic confirmation of receipt; or (c) if by certified mail, two (2) business days after deposit in the U.S. Mail.
- 3) If the Dispute has not been otherwise resolved by mutual agreement, the parties agree to schedule a conference to discuss the Dispute identified in the Written Notice (“Issue Conference”). The Issue Conference shall take place within fifteen (15) business days from the date from the date on which the Written Response is received by the other party or other date as determined by mutual agreement of the parties.
- 4) If the Dispute has not been resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Within fifteen (15) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties, the parties shall mutually agree upon the selection of a mediator. If the parties are unable to mutually agree upon the selection of a mediator, the mediator shall be selected from a list of mediators prepared and provided by the American Arbitration Association. Mediation proceedings shall commence within thirty (30) business days of the

date of the request for mediation or other date as determined by mutual agreement of the parties. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.

- 5) If the mediation is not successful, then the parties agree to resolve the Dispute by binding arbitration conducted by a single arbitrator. Unless the parties mutually agree otherwise, arbitration proceedings shall be administered in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitrator must be an active member of the State Bar of California or a retired judge of the state or federal judiciary of California.

Element 15 – Charter School Closure Procedures

“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.” (Ed. Code § 47605(c)(5)(O).)

REVOCATION OF THE CHARTER

The District may revoke the Charter pursuant to the provisions set forth in the Charter Schools Act of 1992, as they may be amended from time to time. The District may revoke the Charter of Charter School if the District finds, through a showing of substantial evidence, that Charter School did any of the following:

- Charter School committed a material violation of any of the conditions, standards, or procedures set forth in the Charter.
- Charter School failed to meet or pursue any of the pupil outcomes identified in the Charter.
- Charter School failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement.
- Charter School violated any provision of law.

Prior to revocation, and in accordance with Education Code section 47607(g) and state regulations, the LAUSD Board of Education will notify Charter School in writing of the specific violation, and give Charter School a reasonable opportunity to cure the violation, unless the LAUSD Board of Education determines, in writing, that the violation constitutes a severe and imminent threat to the health or safety of the pupils. Revocation proceedings are not subject to the dispute resolution provisions set forth in this Charter.

Pursuant to Education Code section 47607.3, a charter school identified for needing assistance and provided advice and assistance from the California Collaborative for Educational Excellence based on failure to satisfy state evaluation rubrics may be subject to revocation.

CLOSURE ACTION

The decision to close Charter School, by the governing board of Charter School must be documented in a “Closure Action”. A Closure Action shall be deemed to have been automatically taken when any of the following occur: the Charter is revoked (subject to the provisions of Education Code section 47607(f)) or non-renewed by the LAUSD Board of Education and Charter School has exhausted its revocation or non-renewal administrative appeal rights pursuant to Education Code sections 47605(k) and 47607(j), or its administrative appeal rights have lapsed, or the charter school voluntarily closes at any stage of the administrative appeal process; the governing board of Charter School votes to close Charter School; or the Charter lapses.

CLOSURE PROCEDURES

The procedures for charter school closure set forth below are guided by Education Code sections 47604.32, 47605, and 47607 as well as California Code of Regulations, title 5, sections 11962 and 11962.1, and are based on “Charter Schools Closure - Requirements and Recommendations” posted on the California Department of Education website. All references to “Charter School” apply to Charter School, including its nonprofit corporation and governing board.

Designation of Responsible Person(s) and Funding of Closure

Prior to or at the time of the taking of a Closure Action by either the governing board of Charter School or the LAUSD Board of Education, the governing board of Charter School shall designate a person or persons responsible for conducting and overseeing all closure-related procedures and activities, and allocate sufficient funding for, or otherwise determine how Charter School will fund, these activities.

Notification of Closure Action

Upon the taking of a Closure Action, Charter School shall send written notice of its closure to:

1. The LAUSD Charter Schools Division (CSD). Charter School shall provide the CSD with written notice of (1) the person(s) designated to be responsible for conducting and overseeing all closure activities, and (2) the source, location, and management of the funding for such activities. If the Closure Action is an act of Charter School, Charter School shall provide the CSD with a copy of the governing board resolution or minutes that documents its Closure Action.
2. Parents/guardians of all students, and all majority age and emancipated minor students, currently enrolled in Charter School within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written parent notification to the CSD.
3. Los Angeles County Office of Education (LACOE). Charter School shall send written notification of the Closure Action to LACOE by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to the CSD.
4. The Special Education Local Plan Area (SELPA) in which Charter School participates. Charter School shall send written notification of the Closure Action to the SELPA in which Charter School participates by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to the CSD.
5. The retirement systems in which Charter School’s employees participate. Within fourteen (14) calendar days of the Closure Action, Charter School shall notify, as applicable, the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), the Social Security Administration, and the Los Angeles County Office of Education of the Closure Action, and follow their respective procedures for dissolving contracts and reporting. Charter School shall provide a copy of these notifications and correspondence to the CSD.

6. The California Department of Education (CDE). Charter School shall send written notification of the Closure Action to the CDE by registered mail within 72 hours of the Closure Action. Charter School shall provide a copy of this notification to the CSD.
7. Any school district that may be responsible for providing education services to the former students of Charter School. Charter School shall send written notification of the Closure Action within 72 hours of the Closure Action. This notice must include a list of potentially returning students and their home schools based on student residence. Charter School shall provide a copy of these notifications, if any, to the CSD.
8. All Charter School employees and vendors within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written employee and vendor notification, with any attachments, to the CSD.

Notification of all the parties above, with the exception of employees and vendors, must include but is not limited to the following information:

1. The effective date of the closure of Charter School
2. The name(s) and contact information for the person(s) handling inquiries regarding the closure
3. The students' school districts of residence
4. How parents/guardians of all students, and all majority age and emancipated minor students, may obtain copies of student records and transcripts, including specific information on completed courses and credits that meet graduation requirements

In addition to the four required items above, notification of the CDE shall also include:

1. A description of the circumstances of the closure
2. The location of student and personnel records

In addition to the four required items above, notification of parents/guardians of all students, and all majority age and emancipated minor students, shall also include:

1. Information on how to enroll or transfer the student to an appropriate school
2. A certified packet of student information that includes closure notice, a copy of the student's cumulative record and other records, including but not limited to grade reports, discipline records, immunization records, completed coursework, credits that meet graduation requirements, a transcript, and state testing results
3. Information on student completion of college entrance requirements, for all high school students affected by the closure

Notification of employees and vendors shall include:

1. The effective date of the closure of Charter School
2. The name(s) and contact information for the person(s) handling inquiries regarding the closure
3. The date and manner, which shall be no later than 30 days from the effective date of the closure of Charter School, by which Charter School shall provide employees with written verification of employment

Within 30 calendar days of the effective date of closure, Charter School shall provide all employees with written verification of employment. Charter School shall send copies of all such employee verification letters to the CSD.

Records Retention and Transfer

Charter School shall comply with all applicable laws as well as District policies and procedures, as they may change from time to time, regarding the transfer and maintenance of Charter School records, including student records. These requirements include:

1. Charter School shall provide the District with all original student cumulative files and behavior records, pursuant to District policy and applicable District handbook(s) regarding cumulative records for secondary and elementary schools, for all students, both active and inactive, of Charter School. Transfer of the complete and organized original student records to the District, in accordance with District procedures applicable at the time of closure, shall occur within seven (7) calendar days of the effective date of closure.
2. Charter School's process for transferring copies of student records to receiving schools shall be in accordance with applicable law and LAUSD procedures for students moving from one school to another.
3. Charter School shall prepare and provide an electronic master list of all students to the Charter Schools Division in accordance with the District procedures applicable at the time of closure. This list shall include the student's identification number, Statewide Student Identifier (SSID), birthdate, grade, full name, address, home school/school district, enrollment date, exit code, exit date, parent/guardian name(s), and phone number(s). If the Charter School closure occurs before the end of the school year, the list also shall indicate the name of the school to which each student is transferring, if known. This electronic master list shall be delivered to the CSD in the form of a CD or otherwise in accordance with District procedures.
4. Charter School must organize the original cumulative files for delivery to the District in two categories: active students and inactive students. Charter School will coordinate with the CSD for the delivery and/or pickup of student records.
5. Charter School must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.
6. Charter School must provide to the CSD a copy of student attendance records, teacher gradebooks, and Title I records (if applicable).

7. Charter School must provide to the CSD the name, title, and contact information of the person designated to maintain all Charter School personnel records after the closure. Personnel records to be transferred to and maintained by the designee must include any and all employee records, including but not limited to, records related to performance and grievance. Charter School must provide to the CSD and the designee a list of all active and inactive employees and their periods of service. Both Charter School and the designee, individually and separately, shall inform the CSD immediately upon the transfer of Charter School's employee records to the designee.
8. Charter School shall ensure that all records are boxed and clearly labeled by classification of documents and the required duration of storage in accordance with District procedures.
9. Charter School shall provide to the responsible person(s) designated by the governing board of Charter School to conduct all closure-related activities a list of students in each grade level and, for each student, a list of classes completed and the student's district of residence.

Financial Close-Out

After receiving notification of closure, the California Department of Education (CDE) will notify Charter School and the authorizing entity of any liabilities Charter School owes the state, which may include overpayment of apportionments, unpaid revolving fund loans or grants, and/or similar liabilities. The CDE may ask the county office of education to conduct an audit of the charter school if it has reason to believe that the school received state funding for which it was not eligible.

Charter School shall ensure completion of an independent final audit within six months after the closure of Charter School that includes:

1. An accounting of all financial assets. These may include cash and accounts receivable and an inventory of property, equipment, and other items of material value.
2. An accounting of all liabilities. These may include accounts payable or reduction in apportionments due to loans, unpaid staff compensation, audit findings, or other investigations.
3. An assessment of the disposition of any restricted funds received by or due to Charter School.

This audit may serve as Charter School's annual audit if it meets all of the requirements of the annual audit.

Charter School shall pay for the financial closeout audit of Charter School. This audit will be conducted by a neutral, independent licensed CPA who will employ generally accepted accounting principles. Any liability or debt incurred by Charter School will be the responsibility of Charter School and not LAUSD. Charter School understands and acknowledges that Charter School will cover the outstanding debts or liabilities of Charter School. Any unused monies at the time of the audit will be returned to the appropriate funding source. Charter School understands and acknowledges that only unrestricted funds will be used to pay creditors. Any unused AB 602 funds will be returned to the District SELPA or the SELPA in which Charter School participates, and other categorical funds will be returned to the source of funds.

Charter School shall ensure the completion and filing of any annual reports required. These reports include but are not necessarily limited to:

1. Preliminary budgets
2. Interim financial reports
3. Second interim financial reports
4. Final unaudited reports

These reports must be submitted to the CDE and the authorizing entity in the form required. These reports should be submitted as soon as possible after the Closure Action, but no later than the required deadline for reporting for the fiscal year.

For apportionment of categorical programs, the CDE will count the prior year average daily attendance (ADA) or enrollment data of the closed Charter School with the data of the authorizing entity. This practice will occur in the first year after the closure and will continue until CDE data collection processes reflect ADA or enrollment adjustments for all affected LEAs due to the charter closure.

Disposition of Liabilities and Assets

The closeout audit must identify the disposition of all liabilities of Charter School. Charter School closure procedures must also ensure appropriate disposal, in accordance with the District Required Language provisions in Element 11 of this Charter, Charter School's governing board bylaws, fiscal procedures, and any other applicable laws and regulations, of any net assets remaining after all liabilities of Charter School have been paid or otherwise addressed. Such disposal includes, but is not limited to:

1. Charter School, at its cost and expense, shall return to the District any and all property, furniture, equipment, supplies, and other assets provided to Charter School by or on behalf of the District. The District discloses that the California Education Code sets forth the requirements for the disposition of the District's personal property and Charter School shall bear responsibility and liability for any disposition in violation of statutory requirements.
2. The return of any donated materials and property in accordance with any terms and conditions set when the donations were accepted.
3. The return of any grant and restricted categorical funds to their sources according to the terms of the grant or state and federal law.
4. The submission of final expenditure reports for any entitlement grants and the filing of Final Expenditure Reports and Final Performance Reports, as appropriate.

If Charter School is operated as or by a nonprofit corporation, and if the corporation does not have any functions other than operation of Charter School, the corporation shall be dissolved according to its bylaws.

Charter School shall retain sufficient staff, as deemed appropriate by the Charter School governing board to complete all necessary tasks and procedures required to close the school and transfer records in accordance with these closure procedures.

Charter School's governing board shall adopt a plan for wind-up of Charter School and, if necessary, the corporation, in accordance with the requirements of the Corporations Code.

Charter School shall provide LAUSD within fourteen (14) calendar days of the Closure Action with written notice of any outstanding payments due to staff and the time frame and method by which Charter School will make the payments.

Prior to final close-out, Charter School shall complete all actions required by applicable law, including but not limited to the following:

- a. File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines.
- b. Make final federal tax payments (employee taxes, etc.)
- c. Complete and submit all required federal and state filings and notices to the State of California, the Internal Revenue Service, and the Department of the Treasury, including but not limited to final tax returns and forms (e.g., Form 990 and related Schedules).

This Element 15 shall survive the revocation, expiration, termination, cancellation of this Charter, or any other act or event that would end Charter School's authorization to operate as a charter school or cause Charter School to cease operation. Charter School agrees that, due to the nature of the property and activities that are the subject of this Charter, the District and public shall suffer irreparable harm should Charter School breach any obligation under this Element 15. The District therefore reserves the right to seek equitable relief to enforce any right arising under this Element 15 or any provision of this Element 15 or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District. Such legal relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

In case of closure, the Executive Director will serve as the school's closure agent.

Additional Provisions

FACILITIES

Charter School shall comply with all geographic and site limitations and related requirements set forth in Education Code sections 47605.1, 47602(a), and 47605(a).

District-Owned Facilities

If Charter School is using District facilities as of the date of the submission of this charter petition or takes occupancy of District facilities prior to the approval of this charter petition, Charter School shall execute an agreement provided by the District for the use of the District facilities as a condition of the approval of the charter petition. If at any time after the approval of this charter petition Charter School will occupy and use any District facilities, Charter School shall execute an agreement provided by the District for the use of the District facilities prior to occupancy and commencing use. Charter School shall implement and otherwise comply with the terms of any and all applicable facilities use agreements between Charter School and the District.

The circumstances of Charter School's occupancy of District facilities may change over time such as, but not limited to, enrollment, programs, and the conditions of facilities, and the District has a vested interest in having an agreement that is appropriate for the situation.

For a Sole Occupant Agreement or any other use agreement that is not a Proposition 39 Single Year Co-location Use Agreement or a lease issued through the Notice of Intent and bid process, the term may be co-terminus with the approved Charter, as permitted by law. Charter School and the District shall negotiate any modifications of the agreement with the goal of such amendment or new agreement being considered by the LAUSD Board of Education with the renewal of the charter petition. If Charter School and the District cannot execute an agreement in time for such to be considered by the Board of Education with the renewal of the charter petition, the approval of the renewal of the charter petition shall be conditioned upon Charter School and the District executing an amendment to the existing use agreement or a new agreement no later than May 1st or within nine (9) months of the date of the Board of Education's approval of the renewal of the charter petition. During such time period Charter School shall be permitted to remain in occupancy of the District facilities under the terms and conditions of the immediately preceding, executed use agreement; provided, that if Charter School and the District cannot agree upon and execute an amendment or new use agreement by said deadline, Charter School shall vacate the District facilities on or before June 30th of said school year.

Charter School acknowledges and agrees that occupancy and use of District facilities shall be in compliance with applicable laws and District policies for the operation and maintenance of District facilities and furnishings and equipment. Charter School shall comply with all District health, safety, and emergency procedures and requirements and shall be subject to inspection by the District's Facilities Services Division, OEHS, and other District offices in the same manner as other LAUSD campuses. All District facilities (i.e., schools) will remain subject to those laws applicable to public schools.

In the event of an emergency, all District facilities (i.e., schools) are available for use by the American Red Cross and public agencies as emergency locations, which may disrupt or prevent Charter School from conducting its educational programs. If Charter School will share the use of District facilities with other District user groups, Charter School agrees that it will participate in and observe all District safety policies (e.g., emergency chain of information and participation in safety drills).

The use agreements provided by the District for District facilities shall contain terms and conditions addressing issues such as, but not limited to, the following:

- Use: Charter School will be restricted to using the District facilities for the operation of a public school providing educational instruction to public school students consistent with the terms of the Charter and incidental related uses. Separate and apart from its right as authorizer to observe and inspect any part of the charter school at any time pursuant to Education Code 47607(a)(1), the District shall have and reserves the right to inspect District facilities upon reasonable notice to Charter School.
- Furnishings and Equipment: The District shall retain ownership of any furnishings and equipment, including technology, (“F&E”) that it provides to Charter School for use. Charter School, at its sole cost and expense, shall provide maintenance and other services for the good and safe operation of the F&E.
- Leasing; Licensing: Use of the District facilities by any person or entity other than Charter School shall be administered by the District. The parties may agree to an alternative arrangement in the use agreement.
- Programs, Services, and Activities Outside Instructional Program; Third Party Vendors:
 - (i) Any program, service, or activity provided outside the instructional program shall be subject to the terms and provisions of the use agreement, and, additionally, may require a license, permit, or additional agreement issued by the District. The term “instructional program” is defined, per Education Code section 47612 and 5 CCR section 11960, as those required educational activities that generate funding based on “average daily attendance” and includes those extracurricular programs, services, and/or activities that students are required to participate in and do not require the payment of any consideration or fee.
 - (ii) Any program, service, or activity requiring the payment of any consideration or fee or provided by a third party vendor (defined as any person or entity other than Charter School), whether paid or volunteer and regardless of whether such may be within the instructional program, shall be subject to the terms and provisions of the use agreement and such third party vendor shall be required to obtain a license, permit, or additional agreement from the District.

- Minimum Payments or Charges to be Paid to District Arising from the Facilities:
 - (i) Pro Rata Share: The District shall collect, and Charter School shall pay a Pro Rata Share for facilities costs as provided in the Charter Schools Act of 1992 and its regulations. The parties may agree to an alternative arrangement regarding facilities costs in the use agreement; and
 - (ii) Taxes; Assessments: Generally, Charter School shall pay any assessment or fee imposed upon or levied on the LAUSD facilities that it is occupying or Charter School's legal or equitable interest created by the use agreement.
- Maintenance & Operations Services: In the event the District agrees to allow Charter School to perform any of the operation and maintenance services, the District shall have the right to inspect the District facilities, and the costs incurred in such inspection shall be paid by Charter School.

- (i) Co-Location: If Charter School is co-locating or sharing the District facilities with another user, the District shall provide the operations and maintenance services for the District facilities and Charter School shall pay the Pro Rata Share. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such in the use agreement.
- (ii) Sole Occupant: If Charter School is a sole occupant of District facilities, the District shall allow Charter School, at its sole cost and expense, to provide some operations and maintenance services for the District facilities in accordance with applicable laws and LAUSD's policies on operations and maintenance services for facilities and F&E. NOTWITHSTANDING THE FOREGOING, the District shall provide all services for regulatory inspections which as the owner of the real property it is required to submit, and deferred maintenance, and Charter School shall pay LAUSD for the cost and expense of providing those services. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such services in the use agreement.
- Real Property Insurance: Prior to occupancy, Charter School shall satisfy requirements to participate in LAUSD's property insurance or, if Charter School is the sole occupant of LAUSD facilities, obtain and maintain separate property insurance for the LAUSD facilities. Charter School shall **not** have the option of obtaining and maintaining separate property insurance for the LAUSD facility IF Charter School is co-locating or sharing the LAUSD facility with another user.

Non-District-Owned Facilities

Occupancy and Use of the Site: Prior to occupancy or use of any school site or facility, Charter School shall provide the CSD with a current Certificate of Occupancy or equivalent document issued by the applicable permitting agency that allows Charter School to use and occupy the site as a charter school. Charter School shall not exceed the operating capacity of the site and shall operate within any limitations or requirements provided by the Certificate of Occupancy and any applicable permit. Charter School may not open or operate without providing a copy of an appropriate Certificate of Occupancy to the CSD. If Charter School intends to move or expand to another facility during the term of this Charter, Charter School shall adhere to any and all District policies and procedures regarding charter material revision and non-material amendment. Prior to

occupancy or use of any such additional or changed school site, Charter School shall provide an appropriate Certificate of Occupancy to the CSD for such facility. Notwithstanding any language to the contrary in this Charter, the interpretation, application, and enforcement of this provision are not subject to the Dispute Resolution Process outlined in Element 14.

Facility Compliance: Prior to occupancy or use of any non-District-owned school site and/or facility, Charter School shall ensure that the site and/or facility complies with all applicable building codes, standards and regulations adopted by the city and/or county agencies responsible for building and safety standards for the city in which Charter School is to be located, federal and state accessibility requirements (including the Americans with Disabilities Act (ADA) and Section 504), and all other applicable fire, health, and structural safety and access requirements. This requirement shall also apply to the construction, reconstruction, alteration of or addition to the facility. Charter School shall resolve in a timely manner any and all corrective actions, orders to comply, and notices issued by any authorized building and safety agency. Charter School cannot exempt itself from applicable building and zoning codes, ordinances, and ADA/Section 504 requirements. Charter School shall maintain on file readily accessible records that document facilities compliance and shall promptly provide such documentation to the CSD upon request.

Pest Management: Charter School shall comply with the Healthy Schools Act, Education Code section 17608, which details pest management requirements for schools.

Asbestos Management: Charter School shall comply with the asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40 C.F.R. part 763. AHERA requires that any building leased or acquired that is to be used as a school or administrative building shall maintain an asbestos management plan.

INSURANCE

Insurance Requirements

No coverage shall be provided to Charter School by the District under any of the District's self-insured programs or commercial insurance policies. Charter School shall secure and maintain, at a minimum, insurance as set forth below with insurance companies acceptable to the District [A.M. Best A-, VII or better] or the equivalent provided through a California Joint Powers Authority self-insurance program to protect Charter School from claims which may arise from its operations. Each Charter School location shall meet the below insurance requirements individually.

It shall be Charter School's responsibility, not the District's, to monitor its vendors, contractors, partners, and/or sponsors for compliance with the insurance requirements.

The following insurance policies are required:

1. Commercial General Liability, including Fire Legal Liability, coverage of \$5,000,000 per Occurrence and in the Aggregate. The policy shall be endorsed to name the Los Angeles Unified School District and its Board of Education as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite

any conflicting provisions in Charter School's policy. Coverage shall be maintained with no Self-Insured Retention above \$15,000 without the prior written approval of the Division of Risk Management and Insurance Services for the LAUSD.

2. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect Charter School from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
3. Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if Charter School does not operate a student transportation service. If Charter School provides student transportation services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
4. Crime Insurance or Fidelity Bond coverage shall be maintained by Charter School to cover all Charter School employees who handle, process or otherwise have responsibility for Charter School funds, supplies, equipment, or other assets. Minimum amount of coverage shall be \$1,000,000 per occurrence/\$1,000,000 aggregate, with deductible that is acceptable to the Los Angeles Unified School District.
5. Cyber Liability insurance coverage with minimum limits of \$500,000 per occurrence and \$500,000 general aggregate.
6. Professional Educators Errors and Omissions liability coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate.
7. Sexual Molestation and Abuse coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy. Whether this coverage is separately issued or included by endorsement to another policy, such coverage shall be endorsed to name the Los Angeles Unified School District and Its Board of Education as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy.
8. Employment Practices Legal Liability coverage with limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate.
9. Excess/Umbrella Liability insurance with limits of not less than \$10,000,000 is required of all high schools and any other school that participates in competitive interscholastic or intramural sports programs.

Coverages and limits of insurance may be accomplished through individual primary policies or through a combination of primary and excess policies and alternative methods of coverage as approved by the District. Where specifically required above, and with respect to any other coverage for which such endorsements and/or provisions are available, each policy shall be endorsed to

name the Los Angeles Unified School District and Its Board of Education as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy.

Evidence of Insurance

Charter School shall furnish to the District's Division of Risk Management and Insurance Services located at 333 S. Beaudry Ave, 28th Floor, Los Angeles CA 90017 at the outset of the Charter agreement and within 30 calendar days of the inception or effective date of any new policies, renewals, or changes, certificates of insurance evidencing such coverage and signed by authorized representatives of the insurance carrier. Certificates shall be endorsed as follows:

“Charter school shall be required to provide LAUSD with 30 days prior written notice by certified mail, return receipt requested, if the insurance afforded by this policy shall be suspended, cancelled, reduced in coverage limits or non-renewed.”

With respect to the coverages for which additional insured status is required as set forth above, the certificate(s) of insurance shall reflect Los Angeles Unified School District's and Its Board of Education's status as named additional insureds thereunder, and shall attach a copy of the endorsement(s) extending such coverage.

Facsimile or reproduced signatures may be acceptable upon review by the Division of Risk Management and Insurance Services. However, the District reserves the right to require certified copies of any required insurance policies.

Should Charter School deem it prudent and/or desirable to have insurance coverage for damage or theft to Charter School, employee or student property, for student accident, or any other type of insurance coverage not listed above, such insurance shall not be provided by the District and its purchase shall be the responsibility of Charter School.

Hold Harmless/Indemnification Provision

To the fullest extent permitted by law, Charter School does hereby agree, at its own expense, to indemnify, defend and hold harmless the LAUSD and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers from and against any and all claims, damages, losses and expenses including but not limited to attorneys' fees, brought by any person or entity whatsoever, arising out of, or relating to, this Charter agreement. Charter School further agrees to the fullest extent permitted by law, at its own expense, to indemnify, defend, and hold harmless the LAUSD and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers from and against any and all claims, damages, losses and expenses including but not limited to attorneys' fees, brought by any person or entity whatsoever for claims, damages, losses and expenses arising from or relating to acts or omission of acts committed by Charter School and/or its officers, directors, employees or volunteers. Moreover, Charter School agrees to indemnify, defend and hold harmless the LAUSD and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers, for any contractual liability resulting from third party contracts with Charter School's vendors, contractors, partners or sponsors.

FISCAL MATTERS

District Oversight Costs

The District may charge for the actual costs of oversight of Charter School not to exceed 1% of Charter School's revenue, or the District may charge for the actual costs of oversight of Charter School not to exceed 3% if Charter School is able to obtain substantially rent free facilities from the District. Notwithstanding the foregoing, the District may charge the maximum oversight fee allowed under the law as it may change from time to time. The oversight fee provided herein is separate and distinct from the charges arising under charter school facilities use agreements.

Cash Reserves

Charter School acknowledges that the recommended cash reserve is 5% of expenditures, as provided in section 15450, title 5 of the California Code of Regulations.

Third Party Contracts

Charter School shall ensure that all third party contracts, whether oral or written, for supplies, equipment, goods and/or services, for the direct or indirect benefit of, or otherwise related to the operation of, Charter School, require compliance with and otherwise conform to all applicable local, state, and federal policies, regulations, laws, and guidelines, including but not limited to licensing and permit requirements as well as requirements related to protection of health and safety.

Special Education Revenue Adjustment/Payment for Services

In the event that Charter School owes funds to the District for the provision of agreed upon or fee for service or special education services or as a result of the State's adjustment to allocation of special education revenues from Charter School, Charter School authorizes the District to deduct any and all of the in lieu property taxes that Charter School otherwise would be eligible to receive under section 47635 of the Education Code to cover such owed amounts. Charter School further understands and agrees that the District shall make appropriate deductions from the in lieu property tax amounts otherwise owed to Charter School. Should this revenue stream be insufficient in any fiscal year to cover any such costs, Charter School agrees that it will reimburse the District for the additional costs within forty-five (45) business days of being notified of the amounts owed.

Student Body Funds

Charter School shall supervise and manage any and all student body funds in a manner consistent with the provisions of Education Code sections 48930-48938. Charter School shall include and address student body funds in its financial reports, and ensure that such funds are included and addressed in Charter School's annual audit as a stand-alone item.

Audit and Inspection of Records

Charter School agrees to observe and abide by the following terms and conditions as a requirement for receiving and maintaining its charter authorization:

- Charter School is subject to District oversight.
- The District’s statutory oversight responsibility continues throughout the life of the Charter and requires that the District, among other things, monitors the fiscal condition of Charter School.
- The District is authorized to revoke this Charter for, among other reasons, the failure of Charter School to meet generally accepted accounting principles or if Charter School engages in fiscal mismanagement.

Accordingly, the District hereby reserves the right, pursuant to its oversight responsibility, to audit Charter School books, records, data, processes and procedures through the District Office of the Inspector General or other means. The audit may include, but is not limited to, the following areas:

- Compliance with terms and conditions prescribed in the Charter agreement,
- Internal controls, both financial and operational in nature,
- The accuracy, recording and/or reporting of Charter School’s financial information,
- Charter School’s debt structure,
- Governance policies, procedures and history,
- The recording and reporting of attendance data,
- Charter School’s enrollment process,
- Compliance with safety plans and procedures, and
- Compliance with applicable grant requirements.

Charter School shall cooperate fully with such audits and shall make available any and all records necessary for the performance of the audit upon 30 days’ notice to Charter School. When 30 days’ notice may defeat the purpose of the audit, the District may conduct the audit upon 24-hours’ notice.

Fiscal Policies and Procedures

Charter School shall establish, maintain, and implement sound fiscal policies and procedures, including but not limited to internal controls governing all financial and business-related activities.

Apportionment Eligibility for Students Over 19 Years of Age

Charter School acknowledges that, in order for a pupil over nineteen (19) years of age to remain eligible for generating charter school apportionment, the pupil shall be continuously enrolled in public school and make satisfactory progress toward award of a high school diploma. (Ed. Code § 47612(b).)

Local Control and Accountability Plan

In accordance with California Education Code sections 47604.33 and 47606.5, Charter School shall include in its annual update a “listing and description of the expenditures for the fiscal year implementing the specific actions included in the charter as a result of the reviews and assessment required by paragraph (1)” of section 47606.5(a). (Ed. Code § 47606.5(b).)

ADDENDUM

Assurances, Affirmations, and Declarations

Montague Charter Academy (also referred to herein as “MCA” and “Charter School”) shall:

- Be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code (hereinafter “Ed. Code”) § 47605(e)(1).)
- Not charge tuition. (Ed. Code § 47605(e)(1).)
- Not discriminate against any pupil on the basis of 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, including immigration status. (Ed. Code § 47605(e)(1); Ed. Code § 220.)
- Except as provided in Education Code section 47605(e)(2), admission to a charter school shall not be determined according to the place of residence of the pupil, or of his or her parent or legal guardian, within this state, except that an existing public school converting partially or entirely to a charter school under this part shall adopt and maintain a policy giving admission preference to pupils who reside within the former attendance area of that school. (Ed. Code § 47605(e)(1).)
- Admit all pupils who wish to attend Charter School. (Ed. Code § 47605(e)(2)(A).)
- Except for existing pupils of Charter School, determine attendance by a public random drawing if the number of pupils who wish to attend Charter School exceeds Charter School’s capacity. Preference shall be extended to pupils currently attending Charter School and pupils who reside in the Los Angeles Unified School District (also referred to herein as “LAUSD” and “District”). Preferences shall not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation, and shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment. (Ed. Code § 47605(e)(2)(B).)
- Charter school shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code section 47605(e)(2)(B)(iii). (Ed. Code § 47605(e)(4).)
- If a pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, 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. (Ed. Code § 47605(e)(3).)

- Meet all statewide standards and conduct the pupil assessments required pursuant to Education Code sections 60605 and 60851 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non-charter public schools. (Ed. Code § 47605(d)(1).)
- Consult, on a regular basis, with Charter School’s parents, legal guardians, and teachers regarding the school’s educational programs. (Ed. Code § 47605(d)(2).)

Charter School hereby declares that Charter School, operated as or by its nonprofit public benefit corporation, is and shall be the exclusive public school employer of Charter School’s employees for the purposes of the Educational Employment Relations Act (EERA), Chapter 10.7 (commencing with Section 3540) of Division 4 of Title I of the Government Code. Charter School shall comply with all provisions of the EERA and shall act independently from LAUSD for collective bargaining purposes. In accordance with the EERA, employees may join and be represented by an organization of their choice for collective bargaining purposes.

NOTE: This Charter contains specific “Federal, State and District Required Language” (FSDRL), including the *Assurances, Affirmations, and Declarations* section above. The FSDRL should be highlighted in gray within each Charter element or section. The final section of the Charter provides a consolidated addendum of the FSDRL. This intentional redundancy facilitates efficient charter petition review while ensuring ready access to the FSDRL for any given section of the Charter. To the extent that any inconsistency may exist between any provision contained within the body of the Charter and the FSDRL contained in the addendum, the provisions of the FSDRL addendum shall control.

Element 1 – The Educational Program

“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.” (Ed. Code § 47605(c)(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, 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.” (Ed. Code § 47605(c)(5)(A)(ii).)

“If the proposed charter school will serve high school pupils, a description of 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.” (Ed. Code § 47605(c)(5)(A)(iii).

LOCAL CONTROL FUNDING FORMULA (LCFF) AND LOCAL CONTROL AND ACCOUNTABILITY PLAN (LCAP)

Charter School acknowledges and agrees that it must comply with all applicable laws and regulations related to AB 97 (2013) (Local Control Funding Formula), as they may be amended from time to time, which include the requirement that Charter School shall annually submit a Local Control and Accountability Plan (LCAP)/annual update to the Los Angeles County Superintendent of Schools and the Charter Schools Division (CSD) on or before July 1. In accordance with Education Code sections 47604.33 and 47606.5, Charter School shall annually update its goals and annual actions to achieve those goals identified in the charter pursuant to Education Code section 47605(c)(5)(A)(ii), using the Local Control and Accountability Plan template adopted by the State Board of Education, as it may be changed from time to time. Charter School shall comply with all requirements of Education Code section 47606.5, including but not limited to the requirement that Charter School “shall consult with teachers, principals, administrators, other school personnel, parents, and pupils in developing the local control and accountability plan and annual update to the local control and accountability plan.” (Ed. Code § 47606.5(d).)

ACADEMIC CALENDAR AND SCHEDULES

Charter School shall offer, at a minimum, the number of minutes of instruction set forth in Education Code section 47612.5, and the number of school days required by California Code of Regulations, title 5, section 11960.

MATHEMATICS PLACEMENT

Charter School shall comply with all applicable requirements of the California Mathematics Placement Act of 2015.

TRANSITIONAL KINDERGARTEN

Charter School shall comply with all applicable requirements regarding transitional kindergarten. For purposes of admission to Charter School, transitional kindergarten shall be considered a part of kindergarten, and therefore students enrolled in transitional kindergarten at Charter School shall be considered existing students of Charter School for purposes of Charter School’s admissions, enrollment, and lottery.

WASC ACCREDITATION

If Charter School serves students in grades 9-12, before Charter School graduates its first class of students, Charter School shall obtain, and thereafter maintain, Western Association of Schools and Colleges (WASC) accreditation.

ENGLISH LEARNERS

Charter School shall identify potential English Learners in a timely manner in accordance with all applicable legal requirements. Charter School must provide all English Learners with an effective English language acquisition program that also affords meaningful and equitable access to Charter School's core academic curriculum. Instructional plans for English Learners must be (1) based on sound educational theory; (2) adequately supported with trained teachers and appropriate materials and resources; and (3) periodically evaluated to make sure the program is successful and modified when the program is not successful.

On an annual basis, upon request, Charter School shall submit a certification to the LAUSD Charter Schools Division (CSD) that certifies that Charter School has adopted and is implementing either the LAUSD Master Plan for English Learners and Standard English Learners *or* Charter School's own English Learner (EL) Master Plan. If Charter School chooses to implement its own EL Master Plan, the plan shall provide a detailed description of Charter School's EL program, and shall address the following:

- How Charter School's EL Master Plan provides all of its English Learners, including but not limited to Long Term English Learners (LTELs) with an effective English language acquisition program as well as meaningful and equitable access to Charter School's core academic curriculum
- How English Learners' specific needs will be identified
- What services will be offered
- How, where, and by whom the services will be provided
- How Charter School will evaluate its EL program each year, and how the results of this evaluation will be used to improve the program, including the provision of EL services

Each year, Charter School shall provide to the CSD a report on its annual evaluation of the effectiveness of its EL program. Upon request, Charter School shall provide a copy of its current EL Master Plan to the CSD.

Charter School shall administer the CELDT/ELPAC annually in accordance with federal and state requirements.

Charter School shall reclassify English Learners in accordance with federal and state requirements.

Charter School shall provide parent outreach services and meaningfully inform parents with limited English proficiency of important information regarding Charter School matters to the same extent as other parents.

STUDENTS WITH DISABILITIES

Federal Law Compliance

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.

Special Education Program

Charter School shall ensure that no student otherwise eligible to enroll in Charter School shall be denied, directly or indirectly, admission due to a disability or to Charter School's inability to provide necessary services. Charter School acknowledges that policies and procedures are in place to ensure the recruitment, enrollment, service, and retention of students with disabilities at LAUSD-authorized charter schools, including Charter School.

Prior to LAUSD Board of Education approval of an initial Charter petition, and if a renewing Charter School intends to operate as a "school of the district" for special education services, Charter School shall execute a Memorandum of Understanding ("MOU") by and between LAUSD and Charter School regarding the provision and funding of special education services consistent with applicable state law and the LAUSD Special Education Local Plan Area ("SELPA") Local Plan for Special Education and shall be considered a "public school of the District" for purposes of Special Education pursuant to Education Code section 47641(b). However, Charter School reserves the right to make written verifiable assurances that it may become an independent local educational agency (LEA) and join a SELPA pursuant to Education Code section 47641(a) either on its own or with a grouping of charter school LEAs as a consortium following the requirements of Education Code section 56195.3(b). In this instance, Charter School will execute a MOU with LAUSD on provisions of special education as a member of a non-LAUSD SELPA.

SELPA Reorganization

The Los Angeles Unified School District is approved to operate as a single-District SELPA under the provisions of Education Code section 56195.1(a). As a single-District SELPA, the District has created two charter school sections (District-operated Programs and Charter-operated Programs) under the administration of one single Administrative Unit pursuant to a reorganization plan approved by the Board of Education on January 4, 2011 (149/10-11). Full implementation of the reorganized LAUSD SELPA commenced in the 2013-2014 school year requiring all District-authorized charter schools to elect one of the three options available under the LAUSD SELPA. Prior to an option election, all District-authorized charter schools were required to participate as a school of the District under the District-Operated Programs Unit. Prior to the beginning of the 2013-2014 school year, all District-authorized charter schools, other than those that had previously executed an Option 3 Memorandum of Understanding ("MOU"), were required to execute a new MOU setting forth the LAUSD SELPA option election for the remainder of the charter petition term. The Charter-operated Program schools do not have LEA status for the purposes of special education but will function in a similar role in that each charter school will be responsible for all special education requirements, including but not limited to services, placement, due process, related services, special education classes, and special education supports. Charter schools that have elected to participate in a District-operated programs option may apply for membership in the Charter-operated Program section of the SELPA. Charter schools accepted for participation in the Charter-operated Programs section receive support from a Special Education Director for the Charter-operated Programs.

Use of District’s Special Education Policies and Procedures and Data Systems

All charter schools approved by the LAUSD Board of Education are bound by and must adhere to the terms, conditions and requirements of orders imposed upon the District pertaining to special education. All charter schools are required to use the District’s Special Education Policies and Procedures Manual and Welligent, the District-wide web-based software system used for online Individualized Education Programs (“IEPs”) and tracking of related services provided to students during the course of their education.

All charter schools are required to interface with My Integrated Student Information System (MiSiS) via a web based Application Programming Interface (API). MiSiS is a suite of applications which is designed to capture all student data.

Element 2 – Measurable Pupil Outcomes and Element 3 – Method by which Pupil Progress Toward Outcomes will be Measured

“The measurable pupil outcomes identified for use by the charter school. “Pupil outcomes,” for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school’s educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subdivision (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school.” (Ed. Code § 47605(c)(5)(B).)

“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.” (Ed. Code § 47605(c)(5)(C).)

MEASURABLE GOALS OF THE EDUCATIONAL PROGRAM

Charter School shall meet all statewide content and performance standards and targets. (Ed. Code §§ 47605(d)(1), 60605.)

Charter School shall comply with all applicable laws and regulations related to AB 97 (2013) (Local Control Funding Formula) and AB 484 (2013), as they may be amended from time to time, including all requirements pertaining to pupil outcomes.

STANDARDIZED TESTING

Charter School agrees to comply with state requirements for participation and administration of all state-mandated tests, including computer-based assessments. Charter School shall submit and maintain complete, accurate, and up-to-date California Longitudinal Pupil Achievement Data

System (CALPADS) data in accordance with the requirements of California Code of Regulations, title 5, section 861. Charter School hereby grants authority to the State of California to provide a copy of all test results directly to the District as well as Charter School. Upon request, Charter School shall submit, in the requested format (e.g., CD), a copy of the results of all state-mandated tests to the District.

Element 4 – Governance

“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.” (Ed. Code § 47605(c)(5)(D).)

GENERAL PROVISIONS

As an independent charter school, Charter School, operated as or by its nonprofit public benefit corporation, is a separate legal entity and shall be solely responsible for the debts and obligations of Charter School.

Charter School shall not be operated as, or be operated by, a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization. (Ed. Code § 47604.)

Charter School shall ensure that, at all times throughout the term of the Charter, the bylaws of its governing board and/or nonprofit corporation are and remain consistent with the provisions of this Charter. In the event that the governing board and/or nonprofit corporation operating Charter School amends the bylaws, Charter School shall provide a copy of the amended bylaws to CSD within 30 days of adoption.

Charter School shall comply with the Ralph M. Brown Act (“Brown Act”). All meetings of the Charter School’s governing board shall be called, held and conducted in accordance with the terms and provisions of Education Code section 47604.1 and the Brown Act including, but not limited to, those related to meeting access and recording, notice, agenda preparation, posting and reporting.

Charter School shall send to the CSD copies of all governing board meeting agendas at the same time that they are posted in accordance with the Brown Act. Charter School shall also send to the CSD copies of all board meeting minutes within one week of governing board approval of the minutes. Timely posting of agendas and minutes on Charter School’s website will satisfy this requirement.

The District reserves the right to appoint a single representative to the Charter School governing board pursuant to Education Code section 47604(c).

LEGAL AND POLICY COMPLIANCE

Charter School shall comply with all applicable federal, state, and local laws and regulations, and District policies as it relates to charter schools adopted through Board action.

Charter School shall comply with all applicable federal and state reporting requirements, including but not limited to the requirements of CBEDS, CALPADS, the Public Schools Accountability Act of 1999, and Education Code section 47604.33.

Charter School shall comply with the Brown Act and the California Public Records Act.

The Charter School shall comply with Government Code Section 1090, et seq., as set forth in Education Code section 47604.1.

Charter School shall comply with the Political Reform Act of 1974. (Gov. Code § 81000 et seq.)

Charter School and all employees and representatives of Charter School, including members of Charter School’s governing board, members of Charter School or governing board committees and councils, Charter School administrators, and managers, shall comply with federal and state laws, nonprofit integrity standards, and LAUSD charter school policy, regarding ethics and conflicts of interest. Charter School shall enter into all transactions and conduct business with all persons and entities at arm’s length or, in the case of otherwise permissible related party transactions, in a manner equivalent to arm’s length.

Charter School shall notify parents, guardians, and teachers in writing within 72 hours of the issuance of a Notice of Violation, Notice of Intent to Revoke, Final Decision to Revoke, Notice of Non-Renewal, or equivalent notice, by the LAUSD Board of Education.

TITLE IX, SECTION 504, AND UNIFORM COMPLAINT PROCEDURES

Charter School shall designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under Title IX of the Education Amendments of 1972 (Title IX) and section 504 of the Rehabilitation Act of 1973 (“Section 504”), including any investigation of any complaint filed with Charter School alleging its noncompliance with these laws or alleging any actions which would be prohibited by these laws. Charter School shall notify all of its students and employees of the name, office address, and telephone number of the designated employee or employees.

Charter School shall adopt and publish complaint procedures providing for prompt and equitable resolution of student and employee complaints alleging any action that would be prohibited by Title IX or Section 504.

Charter School shall adopt and implement specific and continuing procedures for notifying applicants for admission and employment, students and parents of elementary and secondary school students, employees, sources of referral of applicants for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements with Charter School, that Charter School does not discriminate on the basis of sex or mental or physical disability in the educational programs or activities which it operates, and that it is required by Title IX and Section 504 not to discriminate on any such basis.

Charter School shall establish and provide a uniform complaint procedure in accordance with applicable federal and state laws and regulations, including but not limited to all applicable requirements of California Code of Regulations, title 5, section 4600 et seq.

Charter School shall adhere to all applicable federal and state laws and regulations regarding pupil fees, including Education Code sections 49010 - 49013, and extend its uniform complaint procedure to complaints filed pursuant to Education Code section 49013.

Charter School shall extend its uniform complaint procedure to complaints filed pursuant to the Local Control Funding Formula legislation provisions set forth in Education Code section 52075.

RESPONDING TO INQUIRIES

Charter School, including its nonprofit corporation shall promptly respond to all reasonable inquiries, including but not limited to inquiries regarding financial records from the District, and shall cooperate with the District regarding any inquiries. Charter School acknowledges that Charter School, including but not limited to its nonprofit corporation, is subject to audit by LAUSD, including, without limitation, audit by the District Office of the Inspector General. Charter School shall provide the District with current, complete, and accurate contact information for Charter School, Charter School administrators, and Board members.

If an allegation or other evidence of waste, fraud, abuse, or other material violation of law related to Charter School's operations, or breach of the Charter, is received or discovered by the District, Charter School, including but not limited to its nonprofit corporation, employees, and representatives, shall cooperate with any resulting inquiry and/or investigation undertaken by the District and/or the Office of the Inspector General Investigations Unit.

Charter School acknowledges and agrees that persons and entities that directly exercise control over the expenditure of Charter School's public funds shall be subject to all necessary and appropriate District charter school oversight.

NOTIFICATION OF THE DISTRICT

Charter School shall notify the Charter Schools Division (CSD) in writing of any citations or notices of workplace hazards, investigations by outside governmental regulatory or investigative agencies, lawsuits, changes in corporate or legal status (e.g., loss of IRS 501(c)(3) status), or other formal complaints or notices, within one week of receipt of such notices by Charter School. Unless prohibited by law, Charter School shall notify the CSD in writing of any internal investigations within one week of commencing investigation. Charter School shall notify the CSD within 24 hours of any dire emergency or serious threat to the health and safety of students or staff.

STUDENT RECORDS

Upon receipt of a student records request from a receiving school/school district, Charter School shall transfer a copy of the student's complete cumulative record within ten (10) school days in accordance with Education Code section 49068 and all student confidentiality and privacy laws including compliance with the Family Educational Rights and Privacy Act (FERPA). Charter School shall comply with the requirements of California Code of Regulations, title 5, section 3024, regarding the transfer of student special education records. In the event Charter School closes, Charter School shall comply with the student records transfer provisions in Element 15. Charter School shall comply with the requirements of Education Code section 49060 et seq., which include provisions regarding rights to access student records and transfer of records for youth in foster care.

PARENT ENGAGEMENT

Charter School shall not require a parent or legal guardian of a prospective or enrolled student to perform volunteer service hours, or make payment of fees or other monies, goods, or services in lieu of performing volunteer service, as a condition of his/her child's admission, continued enrollment, attendance, or participation in the school's educational activities, or otherwise discriminate against a student in any manner because his/her parent cannot, has not, or will not provide volunteer service to Charter School.

The Charter School may encourage parental involvement, but shall notify the parents and guardians of applicant students and currently enrolled students that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. (Ed. Code § 47605(n).)

FEDERAL PROGRAM COMPLIANCE

As a recipient of federal funds, Charter School has agreed to meet all applicable programmatic, fiscal and other regulatory requirements of the Elementary and Secondary Education Act (ESEA, also known as Every Student Succeeds Act (ESSA)) and other applicable federal programs. Charter School understands that it is a local educational agency (LEA) for purposes of federal compliance and reporting purposes. Charter School agrees that it will keep and make available to the District any documentation necessary to demonstrate compliance with the requirements of ESEA and other applicable federal programs. Charter School also acknowledges that, as part of its oversight of Charter School, the District may conduct program review for federal as well as state compliance.

Element 5 – Employee Qualifications

“The qualifications to be met by individuals to be employed by the charter school.” (Ed. Code § 47605(c)(5)(E).)

EQUAL EMPLOYMENT OPPORTUNITY

Charter School acknowledges and agrees that all persons are entitled to equal employment opportunity. Charter School shall not discriminate against applicants or employees on the basis of race, color, religion, sex, gender, gender expression, gender identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, genetic information, military and veteran status, or any other characteristic protected by California or federal law. Equal employment opportunity shall be extended to all aspects of the employer-employee relationship, including but not limited to recruitment, selection, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and dismissal from employment.

ESEA/ESSA AND CREDENTIALING REQUIREMENTS

Charter School shall adhere to all requirements of the Elementary and Secondary Education Act (ESEA, also known as Every Student Succeeds Act (ESSA)) that are applicable to teachers and paraprofessional employees. Charter School shall ensure that all teachers are appropriately

assigned and fully credentialed in accordance with applicable state requirements for certificated employment, including but not limited to the provisions of Education Code section 47605(1). Charter School shall maintain current copies of all teacher credentials and make them readily available for inspection.

Element 6 – Health and Safety Procedures

“The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following:

(i) That each employee of the charter school furnish it with a criminal record summary as described in Section 44237

(ii) For all schools, the development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (K), inclusive, of paragraph (2) of subdivision (a) of Section 32282. For schools serving pupils in any of grades 7 to 12, inclusive, the development of a school safety plan shall also include the safety topic listed in subparagraph (L) of paragraph (2) of subdivision (a) of Section 32282 (iii) That the school safety plan be reviewed and updated by March 1 of every year by the charter school.” (Ed. Code § 47605(c)(5)(F).)

HEALTH, SAFETY AND EMERGENCY PREPAREDNESS PLAN

Charter School shall comply with all applicable federal, state, and local requirements related to school and student health, safety, and emergency preparedness.

If Charter School occupies and/or operates on a District facility, Charter School shall comply with all District health, safety, and emergency procedures and requirements applicable to District facilities and related operations, and shall be subject to inspection by the District’s Facilities Services Division, Office of Environmental Health and Safety, and other District offices in the same manner as other LAUSD campuses.

Charter School shall adopt, implement, and maintain at all times a current, comprehensive, and site-specific Health, Safety, and Emergency Preparedness Plan (“Plan”), which must include but is not limited to provisions for building and site emergency evacuation, the acquisition and maintenance of adequate onsite emergency supplies. The Plan must include Charter School’s requirements and procedures for protecting student health and safety during off-campus school-sponsored activities, including but not limited to field trips and transportation. Charter School shall ensure that all staff members receive annual training on Charter School’s health, safety, and emergency procedures, including but not limited to training on bloodborne pathogens, and shall maintain a calendar for, and conduct, emergency response drills for students and staff.

Charter School shall periodically review, and update and/or modify as necessary, its Health, Safety, and Emergency Preparedness Plan, and keep it readily available for on-site use. Charter School shall provide a copy of the Health, Safety, and Emergency Preparedness Plan for review upon CSD request.

Comprehensive School Safety Plan

The Charter School shall adopt a Comprehensive School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include, but not be limited to: (1) an assessment of the current status of school crime committed on Charter School facilities and at Charter School-related functions; and (2) identifying appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School’s procedures for complying with applicable laws related to school safety, which shall include the development of all of the following pursuant to Education Code section 32282(a)(2)(A)-(J):

- Child abuse reporting procedures
- Routine and emergency disaster procedures
- Policies for students who committed an act under Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
- Procedures to notify teachers of dangerous students pursuant to Education Code section 49079
- A discrimination and harassment policy consistent with Education Code section 200
- Provisions of any schoolwide dress code that prohibits students from wearing “gang-related apparel” if applicable
- Procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
- A safe and orderly environment conducive to learning at the Charter School
- The rules and procedures on Charter School discipline
- Procedures for conducting tactical responses to criminal incidents, including procedures related to individuals with guns on Charter School campus(es) and at school-related functions.

CHILD ABUSE AND NEGLECT MANDATED REPORTER TRAINING

Charter School shall provide all employees, and other persons working on behalf of Charter School who are mandated reporters, with annual training on child abuse detection and reporting, which shall occur within the first six weeks of each school year, or within the first six weeks of a person’s employment if employed after the beginning of the school year, in accordance with the requirements of Education Code section 44691.

Medication in School

The Charter School will adhere to Education Code section 49423 regarding administration of medication in school. Charter School shall stock and maintain the required number and type of emergency epinephrine auto-injectors onsite and provide training to employee volunteers in the storage and use of the epinephrine auto-injector as required by Education Code section 49414 and section 4119.2 of the Business and Professions Code, as they may be amended from time to time.

ATHLETIC PROGRAMS

Charter School shall comply with the requirements of Education Code section 49475, with respect to any athletic program (as defined in Education Code section 49475) offered by or on behalf of Charter School.

If the Charter School offers an interscholastic athletic program, it shall develop and post a written emergency action plan that describes procedures to be followed in the event of sudden cardiac arrest and other medical emergencies, acquire and regularly test and maintain at least one automated external defibrillator (AED) for the Charter School, and make the AED available at on-campus athletic activities or events according to the requirements of Education Code sections 35179.4 and 35179.6.

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

Charter School, including its employees, officers, and representatives, shall comply with the Family Educational Rights and Privacy Act (FERPA) and Education Code section 49060 et seq. at all times.

CRIMINAL BACKGROUND CLEARANCES AND FINGERPRINTING

Charter School shall comply with all requirements of Education Code sections 44237 and 45125.1. Charter School shall designate and maintain at all times at least one Custodian of Records duly authorized by the California Department of Justice.

Charter School shall maintain on file and available for inspection evidence that (1) Charter School has performed criminal background checks and cleared for employment all employees prior to employment; (2) Charter School has obtained certification from each of its contracting entities/independent contractors that the entity/contractor has conducted required criminal background clearances for its employees prior to provision of schoolsite services and/or any contact with students, and has requested subsequent arrest notification service; and (3) Charter School has performed criminal background checks and cleared for service all volunteers not directly supervised by staff and who may have contact with students. Charter School shall also ensure that it requests and receives subsequent arrest notifications from the California Department of Justice for all employees and volunteers not directly supervised by staff. Upon request, Charter School shall provide a copy of Department of Justice confirmation of Custodian of Records status for each Custodian of Records. Charter School, including its administrators and officers, shall comply with the requirements of Education Code section 44030.5.

All teachers in Charter School shall obtain a certificate of clearance and satisfy the requirements for professional fitness pursuant to Education Code sections 44339, 44340, and 44341.

TRANSPORTATION SERVICES

Effective July 1, 2025, Charter School shall comply with the requirements of Education Code Section 39875(c), if applicable, relating to background checks and testing for individuals providing transportation services for students.

WORKPLACE VIOLENCE PREVENTION PLAN

Effective July 1, 2024, Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan, consistent with the requirements of Labor Code Section 6401.9.

HOMICIDE THREATS

Charter School shall comply with all requirements under Education Code sections 49390-49395 regarding mandatory reporting in response to homicidal threats. All Charter School employees and governing board members who are alerted to or who observe any threat or perceived threat in writing or through an action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity shall make a report to law enforcement.

IMMUNIZATION AND HEALTH SCREENING REQUIREMENTS

Charter School shall require all employees, and any volunteer or vendor/contracting entity employee who may have frequent or prolonged contact with students, to undergo a risk assessment and/or be examined and determined to be free of active tuberculosis (TB) within the period of 60 days prior to employment/service, or otherwise meet the requirements of Education Code section 49406. Charter School shall maintain TB clearance records and certificates on file.

Charter School shall comply with all federal and state legal requirements related to student immunization, health examination, and health screening, including but not limited to screening for vision, hearing, and scoliosis pursuant to Education Code section 49450 et seq, to the same extent as would be required if the students were attending a non-charter public school. Charter School shall maintain student immunization, health examination, and health screening records on file.

MENTAL HEALTH EDUCATION

If Charter School offers one or more courses in health education to students in middle or high school, Charter School shall include in those courses instruction in mental health that meets the requirements of Education Code section 51925, *et seq.*

MENTAL HEALTH INFORMATION

Charter School shall create and post a poster at the schoolsite identifying approaches and resources addressing student mental health in compliance with Education Code section 49428.5. The poster shall be displayed in English and any primary language spoken by 15 percent or more of students enrolled at the schoolsite as determined pursuant to Education Code section 48985. The poster shall be prominently and conspicuously displayed in appropriate public areas that are accessible to, and commonly frequented by, students at the schoolsite. The poster shall also be digitized and distributed online to students through social media, internet websites, portals, and learning platforms at the beginning of each school year.

SAFE PLACE TO LEARN ACT

Charter School shall comply with all applicable requirements of the Safe Place to Learn Act, Education Code section 234 et seq.

GUN SAFETY NOTICE

Pursuant to Education Code section 49392, at the beginning of the first semester of each school year, Charter School shall distribute a notice to the parents/guardians of each student addressing California's child gun access prevention laws and laws related to firearm safety utilizing the most updated model language published by the California Department of Education.

SUICIDE PREVENTION POLICY

If Charter School serves students in any grades Transitional Kindergarten/Kindergarten through 12, Charter School shall comply with the requirements of AB 2246 (2016) and AB 1767, codified in Education Code section 215, including but not limited to the requirement that the school's pupil suicide prevention policy shall be developed in consultation with school and community stakeholders, school-employed mental health professionals, and suicide prevention experts and adopted at a regular public hearing. The Charter School shall review, at a minimum every fifth year, its policy on pupil suicide prevention and, if necessary, update its policy. Charter School shall provide the CSD with a copy of its pupil suicide prevention policy for review upon request.

HUMAN TRAFFICKING PREVENTION RESOURCES

If the Charter School serves students in any grades 6-12, it shall identify and implement the most appropriate methods of informing parents/guardians of human trafficking prevention resources as required by Education Code section 49381.

FEMININE HYGIENE PRODUCTS

If the Charter School maintains any combination of classes in grades 6-12 that meets the 40% pupil poverty threshold required to operate a schoolwide program pursuant to Section 6314(a)(1)(A) of Title 20 of the United States Code, then it shall stock at least 50% of its restrooms with feminine hygiene products at all times, and shall not charge students for these products, as required by Education Code section 35292.6.

ALL GENDER RESTROOMS

Pursuant to Education Code section 35292.5, on or before July 1, 2026, Charter School shall provide and maintain at least one all-gender restroom for voluntary student use at each of its schoolsites that has more than one female restroom and more than one male restroom designated exclusively for student use. The restroom shall have signage identifying the bathroom as being open to all genders, it shall remain unlocked, unobstructed, and easily accessible by any student, and be available during school hours and school functions when students are present. Charter School shall designate a staff member to serve as a point of contact and to post a notice regarding these requirements.

NUTRITIONALLY ADEQUATE FREE OR REDUCED-PRICE MEAL

The Charter School shall provide each needy student, as defined in Education Code section 49552, with one nutritionally adequate free or reduced-price meal, as defined in Education Code section 49553(a), during each school day.

RECESS

Except where a field trip or other educational program is taking place, if the Charter School provides recess, to the extent required by Education Code section 49056, Charter School shall provide supervised and unstructured recess, distinct from physical education courses and mealtimes, for at least 30 minutes on regular instructional days and at least 15 minutes on early

release days. Charter School shall not restrict a student’s recess unless there is an immediate threat to the physical safety of the student or one or more of their peers.

CALIFORNIA HEALTHY YOUTH ACT

The Charter School shall teach sexual health education and human immunodeficiency virus (“HIV”) prevention education to students in grades 7-12, at least once in middle school and at least once in high school, pursuant to the California Healthy Youth Act. (Ed. Code § 51930, et seq.)

BULLYING PREVENTION

Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying, and shall annually make available the online training module developed by the California Department of Education pursuant to Education Code section 32283.5(a) to certificated schoolsite employees and all other schoolsite employees who have regular interaction with pupils.

LGBTQ RESOURCES TRAINING

Charter School recognizes that it is encouraged to use schoolsite and community resources developed by the State Department of Education for the support of lesbian, gay, bisexual, transgender, queer, and questioning (LGBTQ) pupils to provide training at least once every 2 years to teachers and other certificated employees at each Charter School schoolsite that serves pupils in grades 7 to 12, to increase support for LGBTQ pupils and thereby improve overall school climate. (Ed. Code § 218.)

TRANSPORTATION SAFETY PLAN

The Charter School shall develop and maintain a transportation safety plan that includes procedures to ensure that a student is not left unattended on a school bus, student activity bus, youth bus, or child care motor vehicle and procedures and standards for designating an adult chaperone, other than the driver, to accompany students on a school activity bus. In addition, the Charter School shall ensure that each school bus, student activity bus, youth bus, or child care motor vehicle is equipped with a child safety alert system that requires the driver to either manually contact or scan the device, thereby prompting the driver to inspect the entirety of the interior of the vehicle before exiting, unless the student activity bus is exempted by law. (Ed. Code § 39831.3; Veh. Code § 28160.)

Element 7 – Means to Achieve Racial and Ethnic, Special Education, and English Learner, including Redesignated Fluent English Proficient Pupils Balance

“The means by which the school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.” (Ed. Code § 47605(c)(5)(G).)

COURT-ORDERED INTEGRATION

Charter School shall comply with all requirements of the *Crawford v. Board of Education, City of Los Angeles* court order and the LAUSD Integration Policy adopted and maintained pursuant to the Crawford court order by the District's Student Integration Services (collectively the "Court-ordered Integration Program"). The Court-ordered Integration Program applies to all schools within or chartered through LAUSD.

Charter School has set forth below its initial plan for achieving and maintaining the LAUSD's Racial and Ethnic Balance goal of a 70:30 or 60:40 ratio. (*Ratio represents the percentage of Predominantly Hispanic Black Asian Other (PHBAO) compared to Other White (OW)*). The written plan lists specific dates and locations of recruitment activities that Charter School will undertake in order to achieve the District's Racial and Ethnic Balance goal. Charter School shall monitor the implementation and outcomes of the initial plan, and modify it as necessary throughout the term of the Charter to achieve the District's goal. Upon request, Charter School shall provide the District with a copy of its current written plan.

The District receives neither average daily attendance allocations nor Court-ordered Integration Program cost reimbursements for charter school students. The District may receive the Targeted Instructional Improvement Block Grant (TIIBG) for its Court-ordered Integration Program. The District retains sole discretion over the allocation of TIIBG funding, where available, and cannot guarantee the availability of this funding.

Element 8 – Admission Policies and Procedures

“Admission policies and procedures, consistent with subdivision (e).” (Ed. Code § 47605(c)(5)(H).)

DOCUMENTATION OF ADMISSIONS AND ENROLLMENT PROCESSES

Charter School shall maintain complete and accurate records of its annual admissions and enrollment processes, including but not limited to documentation of implementation of lottery and waitlist criteria and procedures in accordance with the terms of the Charter. These records shall be made available to the District upon request.

HOMELESS AND FOSTER YOUTH

Charter School shall adhere to the provisions of the federal McKinney-Vento Homeless Assistance Act and ensure that each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education as provided to other children and youths. Charter School shall provide specific information, in its outreach materials, websites, at community meetings, open forums, and regional center meetings, that notifies parents that Charter School will enroll and provide services for all students, and provides a standard District contact number for access to additional information regarding enrollment.

Charter School shall comply with all applicable federal and state laws regarding homeless and foster youth, including but not limited to the provisions of AB 379 (2015) and Chapter 5.5 (commencing with Section 48850) of Part 27 of Division 4 of Title 2 of the Education Code, as amended from time to time. Charter School shall extend its uniform complaint procedure to complaints filed pursuant to the applicable provisions of AB 379.

NON-DISCRIMINATION

Charter School shall not require a parent/legal guardian/student to provide information regarding a student's disability, gender, gender identity, gender expression, nationality, legal or economic status, primary language or English Learner status, 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, including immigration status, or any other information that would violate federal or state law, prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment. Charter School may request, at the time of, and as part of, conducting its lottery process, the provision of information necessary to apply specific admissions preferences set forth in this Charter.

Charter School shall not request or require submission of a student's IEP, Section 504 Plan, or any other record or related information prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment.

Charter School shall not discourage a student from enrolling or seeking to enroll in the Charter School, nor encourage a current student from disenrolling, for any reason, including, but not limited to, the student's academic performance, nationality, race, ethnicity, or sexual orientation or because the student is a student with disabilities, academically low achieving, an English learner, neglected or delinquent, homeless, economically disadvantaged, or a foster youth. The Charter School shall not request or require a student's records to be submitted before enrollment. The Charter School shall post on its web site the California Department of Education notice of these requirements and shall provide the notice to parents/guardians or students age 18 and older when the parent/guardian or student inquiries about enrollment, before conducting an enrollment lottery, and before disenrollment of a student. (Ed. Code §§ 47605, 47605.6)

Charter School shall adopt policy that is consistent with the model policy developed by the California Attorney General addressing the Charter School's response to immigration enforcement, notify parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, prohibit the collection of information or documents regarding the immigration status of students or their family members, and fulfill other requirements of Education Code section 234.7.

PREGNANT AND PARENTING STUDENT ACCOMMODATIONS

Charter School shall provide specified accommodations to pregnant and parenting students, including, but not limited to, the provision of parental leave and reasonable accommodations on campus to a lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. The Charter School shall notify pregnant and parenting students

and parents/guardians of the rights and options available to pregnant and parenting students. (Ed. Code §§ 222, 222.5, 46015.)

SEXUAL HARASSMENT POLICY NOTICE

The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code section 231.6, and shall prominently and conspicuously display the poster in each bathroom and locker room at each schoolsite and in public areas at each schoolsite.

If the charter school offers competitive athletics, annually post on the school's web site or on the web site of the charter operator the total enrollment of the school classified by gender, the number of students who participate in competitive athletics classified by gender, and the number of boys' and girls' teams classified by sport and by competition level. If Charter School operates multiple school sites, this information shall be disaggregated by school site. (Ed. Code § 221.9.)

Element 9 – Annual Financial Audits

“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.” (Ed. Code § 47605(c)(5)(I).)

Charter School shall provide for an annual audit that shall be conducted in compliance with applicable state and federal laws, including but not limited to the requirements of Education Code sections 47605(b)(c)(I) and 41020 as they may be amended from time to time. Charter School shall ensure compliance with the requirements of section 41020(f)(2), which makes it unlawful, absent an Education Audits Appeal Panel waiver, for a public accounting firm to provide audit services to a local educational agency if the lead audit partner, or coordinating audit partner, having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, has performed audit services for that local educational agency in each of the six previous years.

The following reports will be submitted to LAUSD, in the required format and within timelines to be specified by LAUSD, each year:

- Provisional Budget – Spring prior to operating fiscal year
- Final Budget – July of the budget fiscal year
- First Interim Projections – November of operating fiscal year
- Second Interim Projections – February of operating fiscal year
- Unaudited Actuals – July following the end of the fiscal year
- Audited Actuals – December 15 following the end of the fiscal year
- Classification Report – monthly according to Charter School’s Calendar
- Statistical Report – monthly according to Charter School’s Calendar of Reports

In addition:

- P1, first week of January
- P2, first week of April
- Instructional Calendar – annually five weeks prior to first day of instruction

- Other reports as requested by the District

Element 10 – Suspension and Expulsion Procedures

“The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:

(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil’s side of the story.

(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:

(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil’s basic rights.

(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil’s parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil’s educational rights holder, and shall inform the pupil, the pupil’s parent or guardian, or the pupil’s educational rights holder of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil’s parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, “involuntarily removed” includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).

(iv) A foster child’s educational rights holder, attorney, and county social worker and an Indian child’s tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information.” (Ed. Code § 47605(c)(5)(J).)

GENERAL PROVISIONS

Charter School shall provide due process for all students, including adequate and timely notice to parents/guardians and students of the grounds for all suspension and expulsion recommendations and decisions and their due process rights regarding suspension and expulsion, including rights of appeal.

Charter School shall ensure that its policies and procedures regarding suspension and expulsion will be periodically reviewed, and modified as necessary, in order to conform to changes in state law.

Charter School shall ensure that its staff is knowledgeable about and complies with the District's Discipline Foundation Policy and/or current equivalent policy.. Charter School shall comply with the terms of the School Discipline Policy and School Climate Bill of Rights resolution adopted by the LAUSD Board of Education on May 6, 2013.

Charter School shall be responsible for the appropriate interim placement of students during and pending the completion of Charter School's student expulsion process and shall facilitate the post-expulsion placement of expelled students.

Charter School shall document and implement the alternatives to suspension and expulsion that Charter School utilizes in response to attendance-related concerns, e.g. truancy or excessive tardiness.

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform him or her of the basis for which the pupil is being involuntarily removed and his or her right to request a hearing to challenge the involuntary removal. If a parent, guardian, or educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated in this section.

HOMEWORK TO SUSPENDED STUDENTS

For any student who has been suspended from school for two or more schooldays, Charter School shall provide student with the homework the student would otherwise have been assigned if requested by the student or student's parent/guardian. If a homework assignment is requested and turned in to the student's teacher either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, but it is not graded before the end of the academic term, then that assignment shall not be included in the calculation of the pupil's overall grade in the class. (Ed. Code § 48913.5)

STUDENTS WITH DISABILITIES

Charter School shall establish and implement policies and procedures to ensure full compliance with federal and state laws and regulations regarding the discipline of students with disabilities. If

a student is recommended for expulsion and the student receives or is eligible for special education, pending the completion of the expulsion process, Charter School shall identify and provide special education programs and services at an appropriate interim educational placement determined in coordination with the LAUSD Division of Special Education.

In the case of a student who has an Individualized Education Program (“IEP”), or a student who has a Section 504 Plan, Charter School shall ensure that it follows correct disciplinary procedures to comply with the mandates of state and federal laws, including IDEA and section 504 of the Rehabilitation Plan of 1973. As set forth in the MOU regarding special education between the District and Charter School, an IEP team will meet to conduct a manifestation determination and to discuss alternative placement utilizing the District’s Special Education Policies and Procedures Manual. Prior to recommending expulsion for a student with a Section 504 Plan, Charter School’s administrator will convene a Link Determination meeting to ask the following two questions:

- C. Was the misconduct caused by, or directly and substantially related to the student’s disability?
- D. Was the misconduct a direct result of the Charter School’s failure to implement Section 504?

NOTIFICATION OF THE DISTRICT

Upon expelling any student, Charter School shall notify the Charter Schools Division by submitting an expulsion packet to the CSD immediately or as soon as practicable, which shall contain:

- Completed “Notification of Charter School Expulsion” [form available from the CSD website or office], including attachments as required on the form
- Documentation of the expulsion proceeding, including statement of specific facts supporting the expulsion and documentation that Charter School’s policies and procedures were followed
 - Copy of parental notice of expulsion hearing
 - Copy of expulsion notice provided to parent stating reason for expulsion, term of expulsion, rehabilitation plan, reinstatement notice with eligibility date and instructions for providing proof of student’s compliance for reinstatement, appeal process, and options for enrollment
 - If the student is eligible for Special Education, documentation related to expulsion in compliance with IDEA including the Expulsion Analysis page of the pre-expulsion IEP
 - If the student is eligible for Section 504 accommodations, documentation that Charter School conducted a Link Determination meeting to address two questions:
 - C. Was the misconduct caused by, or directly and substantially related to the student’s disability?
 - D. Was the misconduct a direct result of Charter School’s failure to implement Section 504 Plan?

Notwithstanding and apart from the documentation sent to the Charter Schools Division as indicated above, if the student is a resident of a school district other than LAUSD, Charter School

must notify the superintendent of the student's district of residence within 30 days of the expulsion. Additionally, upon request of the receiving school district, Charter School shall forward student records no later than 10 school days from the date of the request as stated in Education Code section 49068 (a) and (b).

OUTCOME DATA

Charter School shall gather and maintain all data related to placement, tracking, and monitoring of student suspensions, expulsions, involuntary removals, and reinstatements, and make such outcome data readily available to the District upon request.

REHABILITATION PLANS

Pupils who are expelled from Charter School shall be given a rehabilitation plan upon expulsion as developed by Charter School's governing board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. Terms of expulsion should be reasonable and fair with the weight of the expelling offense taken into consideration when determining the length of expulsion. Therefore, the rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the pupil may apply to Charter School for readmission. Charter School shall inform parents in writing of its processes for reinstatement and applying for expungement of the expulsion record.

READMISSION

Charter School's governing board shall adopt rules establishing a procedure for the filing and processing of requests for readmission and the process for the required review of all expelled pupils for readmission. Upon completion of the readmission process, Charter School's governing board shall readmit the pupil, unless Charter School's governing board makes a finding that the pupil has not met the conditions of the rehabilitation plan or continues to pose a danger to campus safety. A description of the procedure shall be made available to the pupil and the pupil's parent or guardian at the time the expulsion order is entered and the decision of the governing board, including any related findings, must be provided to the pupil and the pupil's parent/guardian within a reasonable time.

REINSTATEMENT

Charter School's governing board shall adopt rules establishing a procedure for processing reinstatements, including the review of documents regarding the rehabilitation plan. Charter School is responsible for reinstating the student upon the conclusion of the expulsion period in a timely manner.

GUN-FREE SCHOOLS ACT

Charter School shall comply with the federal Gun-Free Schools Act.

Element 11 – Employee Retirement Systems

“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.” (Ed. Code § 47605(c)(5)(K).)

Charter School shall comply in a timely manner with all applicable federal and state laws and regulations, as they may change from time to time, including but not limited to Internal Revenue Code section 414(d) and related regulations, governing Charter School’s participation in, and/or coverage of its staff members by, the State Teachers’ Retirement System (CalSTRS), the Public Employees’ Retirement System (CalPERS), and/or federal social security.

If Charter School participates in, or otherwise covers its staff members by enrolling or continuing their enrollment in, a “government plan” governed by section 414(d) (e.g., CalPERS), upon dissolution or final liquidation of Charter School, and/or its nonprofit public benefit corporation, notwithstanding any provision in Element 15 to the contrary, Charter School shall distribute its net assets in accordance with section 414(d), related regulations, and the government plan’s requirements.

If Charter School participates in CalSTRS and/or CalPERS, Charter School shall continue such participation for the duration of Charter School’s existence under the same CDS code, if mandated by applicable legal and retirement plan requirements.

Element 12 – Public School Attendance Alternatives

“The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.” (Ed. Code § 47605(c)(5)(L).)

Pupils of Charter School do not have or gain any right to admission in a particular school of any school district, or program of any school district, as a consequence of applying to or enrolling in Charter School, except to the extent that such a right is extended by the school district.

A pupil who chooses not to attend Charter School may attend a public school within the pupil’s school district of residence in accordance with applicable law and that school district’s policies and procedures. The pupil alternatively may seek to enroll in another charter school in accordance with applicable law and the terms of the school’s charter. If LAUSD is the pupil’s school district of residence, an eligible pupil may pursue an inter-district transfer, if available, in accordance with the admission, enrollment, and transfer policies and procedures of the District, as they may change from time to time.

Element 13 – Rights of District Employees

“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.” (Ed. Code § 47605(c)(5)(M).)

Employees of the District who choose to leave the employment of the District to work at Charter School shall have no automatic rights of return to the District after employment at Charter School unless specifically granted by the District through a leave of absence or other agreement or policy of the District as aligned with the collective bargaining agreements of the District. Leave and return rights for District union-represented employees and former employees who accept employment with Charter School will be administered in accordance with applicable collective bargaining agreements and any applicable judicial rulings.

Element 14 – Mandatory Dispute Resolution

“The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter.” (Ed. Code § 47605(c)(5)(N).)

GENERAL PROVISIONS

Any claim, controversy or dispute between the District and Charter School arising out of, or relating to, this Charter, except for any claim, controversy or dispute related to the authorization, non-renewal, revision, and/or revocation of this Charter, (“Dispute”) shall be resolved pursuant to the terms of this Element 14.

Notwithstanding any other provision of law, each party shall bear and be solely responsible for all of its own attorneys’ fees, costs and expenses associated with any Dispute, including, but not limited to, any written/oral communication, meeting, Issues Conference, mediation, arbitration, administrative and/or civil action (including all levels of appeal), and no party shall be ordered to pay, or be awarded, any other party’s attorneys’ fees, costs or expenses in connection therewith, regardless of who may be deemed the prevailing party. Any fees, costs and expenses charged by a mediator or arbitrator (including all associated administration fees, costs and expenses) shall be shared equally by the parties regardless of the outcome or award. To that effect, any order or award of attorneys’ fees, costs and/or expenses, or mediator’s or arbitrator’s fees, costs or expenses (including any associated administration fees, costs and expenses), issued by a mediator, arbitrator, judicial officer (including all levels of appeal) or jury in any Dispute shall be deemed invalid as a matter of law and unenforceable by one party against the other party.

PROPOSITION 39 DISPUTES

Any Dispute related to or arising out of Education Code section 47614 and/or its implementing regulations set forth in California Code of Regulations, title 5, section 11969 et seq. (“Proposition 39”), shall be resolved in accordance with the procedures set forth below:

- 6) Any Dispute shall be communicated in writing (“Written Notification”). The Written Notification must identify the nature of the Dispute and all supporting facts. The Written Notification shall be tendered to the other party by personal delivery, by facsimile or e-mail, or by certified mail. The Written Notification shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00 p.m., or otherwise on the business day following personal delivery; (b) if by facsimile

or e-mail, upon electronic confirmation of receipt; or (c) if by certified mail, two (2) business days after deposit in the U.S. Mail.

Unless directed otherwise, all Written Notifications to the District and Charter School shall be addressed respectively as follows:

Director
Charter Schools Division
Los Angeles Unified School District
333 South Beaudry Avenue, 20th Floor
Los Angeles, California 90017

Director/Principal
[Charter School Name]
[Charter School Address]

- 7) A written response (“Written Response”) shall be tendered to the other party within fifteen (15) business days from the date of receipt of the Written Notification or other date as determined by mutual agreement of the parties. The Written Response shall be tendered to the other party by personal delivery, by facsimile or e-mail, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such communication if delivered by 5:00 p.m., or otherwise on the business day following personal delivery; (b) if by facsimile or e-mail, upon electronic confirmation of receipt; or (c) if by certified mail, two (2) business days after deposit in the U.S. Mail.
- 8) If the Dispute has not been resolved by mutual agreement from the Written Response, the parties agree to schedule a conference to discuss the Dispute identified in the Written Notice (“Issue Conference”). The Issue Conference shall take place within fifteen (15) business days from the date on which the Written Response is received by the other party or other date as determined by mutual agreement of the parties.
- 9) If the Dispute has not been resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Within fifteen (15) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties, the parties shall mutually agree upon the selection of a mediator. If the parties are unable to mutually agree upon the selection of a mediator, the mediator shall be selected from a list of mediators prepared and provided by the American Arbitration Association. Mediation proceedings shall commence within thirty (30) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties, and conclude within forty (40) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.

- 10) If the mediation is not successful, either party may then initiate a civil action. Venue for any civil action between the parties shall be the Los Angeles County Superior Court.

NON-PROPOSITION 39 DISPUTES

Any Dispute not related to or arising out of Proposition 39 shall be resolved in accordance with the procedures set forth below:

- 6) Any Dispute shall be communicated in writing (“Written Notification”). The Written Notification must identify the nature of the Dispute and any supporting facts. The Written Notification shall be tendered to the other party by personal delivery, by facsimile, or by certified mail. The Written Notification shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00 p.m., or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail.

Unless directed otherwise all Written Notifications to the District and Charter School shall be addressed respectively as follows:

Director
Charter Schools Division
Los Angeles Unified School District
333 South Beaudry Avenue, 20th Floor
Los Angeles, California 90017

Director/Principal
[Charter School]
[Charter School Address]

- 7) A written response (“Written Response”) shall be tendered to the other party within twenty (20) business days from the date of receipt of the Written Notification or other date as determined by mutual agreement of the parties. The Written Response shall be tendered to the other party by personal delivery, by facsimile or e-mail, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such communication if delivered by 5:00 p.m., or otherwise on the business day following personal delivery; (b) if by facsimile or e-mail, upon electronic confirmation of receipt; or (c) if by certified mail, two (2) business days after deposit in the U.S. Mail.
- 8) If the Dispute has not been otherwise resolved by mutual agreement, the parties agree to schedule a conference to discuss the Dispute identified in the Written Notice (“Issue Conference”). The Issue Conference shall take place within fifteen (15) business days from the date from the date on which the Written Response is received by the other party or other date as determined by mutual agreement of the parties.

- 9) If the Dispute has not been resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Within fifteen (15) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties, the parties shall mutually agree upon the selection of a mediator. If the parties are unable to mutually agree upon the selection of a mediator, the mediator shall be selected from a list of mediators prepared and provided by the American Arbitration Association. Mediation proceedings shall commence within thirty (30) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.
- 10) If the mediation is not successful, then the parties agree to resolve the Dispute by binding arbitration conducted by a single arbitrator. Unless the parties mutually agree otherwise, arbitration proceedings shall be administered in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitrator must be an active member of the State Bar of California or a retired judge of the state or federal judiciary of California.

Element 15 – Charter School Closure Procedures

“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.” (Ed. Code § 47605(c)(5)(O).)

REVOCATION OF THE CHARTER

The District may revoke the Charter pursuant to the provisions set forth in the Charter Schools Act of 1992, as they may be amended from time to time. The District may revoke the Charter of Charter School if the District finds, through a showing of substantial evidence, that Charter School did any of the following:

- Charter School committed a material violation of any of the conditions, standards, or procedures set forth in the Charter.
- Charter School failed to meet or pursue any of the pupil outcomes identified in the Charter.
- Charter School failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement.
- Charter School violated any provision of law.

Prior to revocation, and in accordance with Education Code section 47607(g) and state regulations, the LAUSD Board of Education will notify Charter School in writing of the specific violation, and give Charter School a reasonable opportunity to cure the violation, unless the LAUSD Board of Education determines, in writing, that the violation constitutes a severe and imminent threat to the

health or safety of the pupils. Revocation proceedings are not subject to the dispute resolution provisions set forth in this Charter.

Pursuant to Education Code section 47607.3, a charter school identified for needing assistance and provided advice and assistance from the California Collaborative for Educational Excellence based on failure to satisfy state evaluation rubrics may be subject to revocation.

CLOSURE ACTION

The decision to close Charter School, by the governing board of Charter School must be documented in a “Closure Action”. A Closure Action shall be deemed to have been automatically taken when any of the following occur: the Charter is revoked (subject to the provisions of Education Code section 47607(f)) or non-renewed by the LAUSD Board of Education and Charter School has exhausted its revocation or non-renewal administrative appeal rights pursuant to Education Code sections 47605(k) and 47607(j), or its administrative appeal rights have lapsed, or the charter school voluntarily closes at any stage of the administrative appeal process; the governing board of Charter School votes to close Charter School; or the Charter lapses.

CLOSURE PROCEDURES

The procedures for charter school closure set forth below are guided by Education Code sections 47604.32, 47605, and 47607 as well as California Code of Regulations, title 5, sections 11962 and 11962.1, and are based on “Charter Schools Closure - Requirements and Recommendations” posted on the California Department of Education website. All references to “Charter School” apply to Charter School, including its nonprofit corporation and governing board.

Designation of Responsible Person(s) and Funding of Closure

Prior to or at the time of the taking of a Closure Action by either the governing board of Charter School or the LAUSD Board of Education, the governing board of Charter School shall designate a person or persons responsible for conducting and overseeing all closure-related procedures and activities, and allocate sufficient funding for, or otherwise determine how Charter School will fund, these activities.

Notification of Closure Action

Upon the taking of a Closure Action, Charter School shall send written notice of its closure to:

9. The LAUSD Charter Schools Division (CSD). Charter School shall provide the CSD with written notice of (1) the person(s) designated to be responsible for conducting and overseeing all closure activities, and (2) the source, location, and management of the funding for such activities. If the Closure Action is an act of Charter School, Charter School shall provide the CSD with a copy of the governing board resolution or minutes that documents its Closure Action.

10. Parents/guardians of all students, and all majority age and emancipated minor students, currently enrolled in Charter School within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written parent notification to the CSD.
11. Los Angeles County Office of Education (LACOE). Charter School shall send written notification of the Closure Action to LACOE by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to the CSD.
12. The Special Education Local Plan Area (SELPA) in which Charter School participates. Charter School shall send written notification of the Closure Action to the SELPA in which Charter School participates by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to the CSD.
13. The retirement systems in which Charter School's employees participate. Within fourteen (14) calendar days of the Closure Action, Charter School shall notify, as applicable, the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), the Social Security Administration, and the Los Angeles County Office of Education of the Closure Action, and follow their respective procedures for dissolving contracts and reporting. Charter School shall provide a copy of these notifications and correspondence to the CSD.
14. The California Department of Education (CDE). Charter School shall send written notification of the Closure Action to the CDE by registered mail within 72 hours of the Closure Action. Charter School shall provide a copy of this notification to the CSD.
15. Any school district that may be responsible for providing education services to the former students of Charter School. Charter School shall send written notification of the Closure Action within 72 hours of the Closure Action. This notice must include a list of potentially returning students and their home schools based on student residence. Charter School shall provide a copy of these notifications, if any, to the CSD.
16. All Charter School employees and vendors within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written employee and vendor notification, with any attachments, to the CSD.

Notification of all the parties above, with the exception of employees and vendors, must include but is not limited to the following information:

5. The effective date of the closure of Charter School
6. The name(s) and contact information for the person(s) handling inquiries regarding the closure
7. The students' school districts of residence

8. How parents/guardians of all students, and all majority age and emancipated minor students, may obtain copies of student records and transcripts, including specific information on completed courses and credits that meet graduation requirements

In addition to the four required items above, notification of the CDE shall also include:

3. A description of the circumstances of the closure
4. The location of student and personnel records

In addition to the four required items above, notification of parents/guardians of all students, and all majority age and emancipated minor students, shall also include:

4. Information on how to enroll or transfer the student to an appropriate school
5. A certified packet of student information that includes closure notice, a copy of the student's cumulative record and other records, including but not limited to grade reports, discipline records, immunization records, completed coursework, credits that meet graduation requirements, a transcript, and state testing results
6. Information on student completion of college entrance requirements, for all high school students affected by the closure

Notification of employees and vendors shall include:

4. The effective date of the closure of Charter School
5. The name(s) and contact information for the person(s) handling inquiries regarding the closure
6. The date and manner, which shall be no later than 30 days from the effective date of the closure of Charter School, by which Charter School shall provide employees with written verification of employment

Within 30 calendar days of the effective date of closure, Charter School shall provide all employees with written verification of employment. Charter School shall send copies of all such employee verification letters to the CSD.

Records Retention and Transfer

Charter School shall comply with all applicable laws as well as District policies and procedures, as they may change from time to time, regarding the transfer and maintenance of Charter School records, including student records. These requirements include:

10. Charter School shall provide the District with all original student cumulative files and behavior records, pursuant to District policy and applicable District handbook(s) regarding cumulative records for secondary and elementary schools, for all students, both active and

inactive, of Charter School. Transfer of the complete and organized original student records to the District, in accordance with District procedures applicable at the time of closure, shall occur within seven (7) calendar days of the effective date of closure.

11. Charter School's process for transferring copies of student records to receiving schools shall be in accordance with applicable law and LAUSD procedures for students moving from one school to another.
12. Charter School shall prepare and provide an electronic master list of all students to the Charter Schools Division in accordance with the District procedures applicable at the time of closure. This list shall include the student's identification number, Statewide Student Identifier (SSID), birthdate, grade, full name, address, home school/school district, enrollment date, exit code, exit date, parent/guardian name(s), and phone number(s). If the Charter School closure occurs before the end of the school year, the list also shall indicate the name of the school to which each student is transferring, if known. This electronic master list shall be delivered to the CSD in the form of a CD or otherwise in accordance with District procedures.
13. Charter School must organize the original cumulative files for delivery to the District in two categories: active students and inactive students. Charter School will coordinate with the CSD for the delivery and/or pickup of student records.
14. Charter School must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.
15. Charter School must provide to the CSD a copy of student attendance records, teacher gradebooks, and Title I records (if applicable).
16. Charter School must provide to the CSD the name, title, and contact information of the person designated to maintain all Charter School personnel records after the closure. Personnel records to be transferred to and maintained by the designee must include any and all employee records, including but not limited to, records related to performance and grievance. Charter School must provide to the CSD and the designee a list of all active and inactive employees and their periods of service. Both Charter School and the designee, individually and separately, shall inform the CSD immediately upon the transfer of Charter School's employee records to the designee.
17. Charter School shall ensure that all records are boxed and clearly labeled by classification of documents and the required duration of storage in accordance with District procedures.
18. Charter School shall provide to the responsible person(s) designated by the governing board of Charter School to conduct all closure-related activities a list of students in each grade level and, for each student, a list of classes completed and the student's district of residence.

Financial Close-Out

After receiving notification of closure, the California Department of Education (CDE) will notify Charter School and the authorizing entity of any liabilities Charter School owes the state, which may include overpayment of apportionments, unpaid revolving fund loans or grants, and/or similar liabilities. The CDE may ask the county office of education to conduct an audit of the charter school if it has reason to believe that the school received state funding for which it was not eligible.

Charter School shall ensure completion of an independent final audit within six months after the closure of Charter School that includes:

4. An accounting of all financial assets. These may include cash and accounts receivable and an inventory of property, equipment, and other items of material value.
5. An accounting of all liabilities. These may include accounts payable or reduction in apportionments due to loans, unpaid staff compensation, audit findings, or other investigations.
6. An assessment of the disposition of any restricted funds received by or due to Charter School.

This audit may serve as Charter School's annual audit if it meets all of the requirements of the annual audit.

Charter School shall pay for the financial closeout audit of Charter School. This audit will be conducted by a neutral, independent licensed CPA who will employ generally accepted accounting principles. Any liability or debt incurred by Charter School will be the responsibility of Charter School and not LAUSD. Charter School understands and acknowledges that Charter School will cover the outstanding debts or liabilities of Charter School. Any unused monies at the time of the audit will be returned to the appropriate funding source. Charter School understands and acknowledges that only unrestricted funds will be used to pay creditors. Any unused AB 602 funds will be returned to the District SELPA or the SELPA in which Charter School participates, and other categorical funds will be returned to the source of funds.

Charter School shall ensure the completion and filing of any annual reports required. These reports include but are not necessarily limited to:

5. Preliminary budgets
6. Interim financial reports
7. Second interim financial reports
8. Final unaudited reports

These reports must be submitted to the CDE and the authorizing entity in the form required. These reports should be submitted as soon as possible after the Closure Action, but no later than the required deadline for reporting for the fiscal year.

For apportionment of categorical programs, the CDE will count the prior year average daily attendance (ADA) or enrollment data of the closed Charter School with the data of the authorizing entity. This practice will occur in the first year after the closure and will continue until CDE data collection processes reflect ADA or enrollment adjustments for all affected LEAs due to the charter closure.

Disposition of Liabilities and Assets

The closeout audit must identify the disposition of all liabilities of Charter School. Charter School closure procedures must also ensure appropriate disposal, in accordance with the District Required Language provisions in Element 11 of this Charter, Charter School's governing board bylaws, fiscal procedures, and any other applicable laws and regulations, of any net assets remaining after all liabilities of Charter School have been paid or otherwise addressed. Such disposal includes, but is not limited to:

5. Charter School, at its cost and expense, shall return to the District any and all property, furniture, equipment, supplies, and other assets provided to Charter School by or on behalf of the District. The District discloses that the California Education Code sets forth the requirements for the disposition of the District's personal property and Charter School shall bear responsibility and liability for any disposition in violation of statutory requirements.
6. The return of any donated materials and property in accordance with any terms and conditions set when the donations were accepted.
7. The return of any grant and restricted categorical funds to their sources according to the terms of the grant or state and federal law.
8. The submission of final expenditure reports for any entitlement grants and the filing of Final Expenditure Reports and Final Performance Reports, as appropriate.

If Charter School is operated as or by a nonprofit corporation, and if the corporation does not have any functions other than operation of Charter School, the corporation shall be dissolved according to its bylaws.

Charter School shall retain sufficient staff, as deemed appropriate by the Charter School governing board to complete all necessary tasks and procedures required to close the school and transfer records in accordance with these closure procedures.

Charter School's governing board shall adopt a plan for wind-up of Charter School and, if necessary, the corporation, in accordance with the requirements of the Corporations Code.

Charter School shall provide LAUSD within fourteen (14) calendar days of the Closure Action with written notice of any outstanding payments due to staff and the time frame and method by which Charter School will make the payments.

Prior to final close-out, Charter School shall complete all actions required by applicable law, including but not limited to the following:

- d. File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines.
- e. Make final federal tax payments (employee taxes, etc.)
- f. Complete and submit all required federal and state filings and notices to the State of California, the Internal Revenue Service, and the Department of the Treasury, including but not limited to final tax returns and forms (e.g., Form 990 and related Schedules).

This Element 15 shall survive the revocation, expiration, termination, cancellation of this Charter, or any other act or event that would end Charter School's authorization to operate as a charter school or cause Charter School to cease operation. Charter School agrees that, due to the nature of the property and activities that are the subject of this Charter, the District and public shall suffer irreparable harm should Charter School breach any obligation under this Element 15. The District therefore reserves the right to seek equitable relief to enforce any right arising under this Element 15 or any provision of this Element 15 or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District. Such legal relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

Additional Provisions

FACILITIES

Charter School shall comply with all geographic and site limitations and related requirements set forth in Education Code sections 47605.1, 47602(a), and 47605(a).

District-Owned Facilities

If Charter School is using District facilities as of the date of the submission of this charter petition or takes occupancy of District facilities prior to the approval of this charter petition, Charter School shall execute an agreement provided by the District for the use of the District facilities as a condition of the approval of the charter petition. If at any time after the approval of this charter petition Charter School will occupy and use any District facilities, Charter School shall execute an agreement provided by the District for the use of the District facilities prior to occupancy and commencing use. Charter School shall implement and otherwise comply with the terms of any and all applicable facilities use agreements between Charter School and the District.

The circumstances of Charter School's occupancy of District facilities may change over time such as, but not limited to, enrollment, programs, and the conditions of facilities, and the District has a vested interest in having an agreement that is appropriate for the situation.

For a Sole Occupant Agreement or any other use agreement that is not a Proposition 39 Single Year Co-location Use Agreement or a lease issued through the Notice of Intent and bid process, the term may be co-terminous with the approved Charter, as permitted by law. Charter School and the District shall negotiate any modifications of the agreement with the goal of such amendment or new agreement being considered by the LAUSD Board of Education with the renewal of the

charter petition. If Charter School and the District cannot execute an agreement in time for such to be considered by the Board of Education with the renewal of the charter petition, the approval of the renewal of the charter petition shall be conditioned upon Charter School and the District executing an amendment to the existing use agreement or a new agreement no later than May 1st or within nine (9) months of the date of the Board of Education's approval of the renewal of the charter petition. During such time period Charter School shall be permitted to remain in occupancy of the District facilities under the terms and conditions of the immediately preceding, executed use agreement; provided, that if Charter School and the District cannot agree upon and execute an amendment or new use agreement by said deadline, Charter School shall vacate the District facilities on or before June 30th of said school year.

Charter School acknowledges and agrees that occupancy and use of District facilities shall be in compliance with applicable laws and District policies for the operation and maintenance of District facilities and furnishings and equipment. Charter School shall comply with all District health, safety, and emergency procedures and requirements and shall be subject to inspection by the District's Facilities Services Division, OEHS, and other District offices in the same manner as other LAUSD campuses. All District facilities (i.e., schools) will remain subject to those laws applicable to public schools.

In the event of an emergency, all District facilities (i.e., schools) are available for use by the American Red Cross and public agencies as emergency locations, which may disrupt or prevent Charter School from conducting its educational programs. If Charter School will share the use of District facilities with other District user groups, Charter School agrees that it will participate in and observe all District safety policies (e.g., emergency chain of information and participation in safety drills).

The use agreements provided by the District for District facilities shall contain terms and conditions addressing issues such as, but not limited to, the following:

- Use: Charter School will be restricted to using the District facilities for the operation of a public school providing educational instruction to public school students consistent with the terms of the Charter and incidental related uses. Separate and apart from its right as authorizer to observe and inspect any part of the charter school at any time pursuant to Education Code 47607(a)(1), the District shall have and reserves the right to inspect District facilities upon reasonable notice to Charter School.
- Furnishings and Equipment: The District shall retain ownership of any furnishings and equipment, including technology, ("F&E") that it provides to Charter School for use. Charter School, at its sole cost and expense, shall provide maintenance and other services for the good and safe operation of the F&E.
- Leasing; Licensing: Use of the District facilities by any person or entity other than Charter School shall be administered by the District. The parties may agree to an alternative arrangement in the use agreement.
- Programs, Services, and Activities Outside Instructional Program; Third Party Vendors:

- (i) Any program, service, or activity provided outside the instructional program shall be subject to the terms and provisions of the use agreement, and, additionally, may require a license, permit, or additional agreement issued by the District. The term “instructional program” is defined, per Education Code section 47612 and 5 CCR section 11960, as those required educational activities that generate funding based on “average daily attendance” and includes those extracurricular programs, services, and/or activities that students are required to participate in and do not require the payment of any consideration or fee.
- (ii) Any program, service, or activity requiring the payment of any consideration or fee or provided by a third party vendor (defined as any person or entity other than Charter School), whether paid or volunteer and regardless of whether such may be within the instructional program, shall be subject to the terms and provisions of the use agreement and such third party vendor shall be required to obtain a license, permit, or additional agreement from the District.
- Minimum Payments or Charges to be Paid to District Arising from the Facilities:
 - (iii)Pro Rata Share: The District shall collect, and Charter School shall pay a Pro Rata Share for facilities costs as provided in the Charter Schools Act of 1992 and its regulations. The parties may agree to an alternative arrangement regarding facilities costs in the use agreement; and
 - (iv)Taxes; Assessments: Generally, Charter School shall pay any assessment or fee imposed upon or levied on the LAUSD facilities that it is occupying or Charter School’s legal or equitable interest created by the use agreement.
- Maintenance & Operations Services: In the event the District agrees to allow Charter School to perform any of the operation and maintenance services, the District shall have the right to inspect the District facilities, and the costs incurred in such inspection shall be paid by Charter School.
 - (iii)Co-Location: If Charter School is co-locating or sharing the District facilities with another user, the District shall provide the operations and maintenance services for the District facilities and Charter School shall pay the Pro Rata Share. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such in the use agreement.
 - (iv)Sole Occupant: If Charter School is a sole occupant of District facilities, the District shall allow Charter School, at its sole cost and expense, to provide some operations and maintenance services for the District facilities in accordance with applicable laws and LAUSD’s policies on operations and maintenance services for facilities and F&E. NOTWITHSTANDING THE FOREGOING, the District shall provide all services for regulatory inspections which as the owner of the real property it is required to submit, and deferred maintenance, and Charter School shall pay

LAUSD for the cost and expense of providing those services. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such services in the use agreement.

- **Real Property Insurance:** Prior to occupancy, Charter School shall satisfy requirements to participate in LAUSD's property insurance or, if Charter School is the sole occupant of LAUSD facilities, obtain and maintain separate property insurance for the LAUSD facilities. Charter School shall **not** have the option of obtaining and maintaining separate property insurance for the LAUSD facility IF Charter School is co-locating or sharing the LAUSD facility with another user.

Non-District-Owned Facilities

Occupancy and Use of the Site: Prior to occupancy or use of any school site or facility, Charter School shall provide the CSD with a current Certificate of Occupancy or equivalent document issued by the applicable permitting agency that allows Charter School to use and occupy the site as a charter school. Charter School shall not exceed the operating capacity of the site and shall operate within any limitations or requirements provided by the Certificate of Occupancy and any applicable permit. Charter School may not open or operate without providing a copy of an appropriate Certificate of Occupancy to the CSD. If Charter School intends to move or expand to another facility during the term of this Charter, Charter School shall adhere to any and all District policies and procedures regarding charter material revision and non-material amendment. Prior to occupancy or use of any such additional or changed school site, Charter School shall provide an appropriate Certificate of Occupancy to the CSD for such facility. Notwithstanding any language to the contrary in this Charter, the interpretation, application, and enforcement of this provision are not subject to the Dispute Resolution Process outlined in Element 14.

Facility Compliance: Prior to occupancy or use of any non-District-owned school site and/or facility, Charter School shall ensure that the site and/or facility complies with all applicable building codes, standards and regulations adopted by the city and/or county agencies responsible for building and safety standards for the city in which Charter School is to be located, federal and state accessibility requirements (including the Americans with Disabilities Act (ADA) and Section 504), and all other applicable fire, health, and structural safety and access requirements. This requirement shall also apply to the construction, reconstruction, alteration of or addition to the facility. Charter School shall resolve in a timely manner any and all corrective actions, orders to comply, and notices issued by any authorized building and safety agency. Charter School cannot exempt itself from applicable building and zoning codes, ordinances, and ADA/Section 504 requirements. Charter School shall maintain on file readily accessible records that document facilities compliance and shall promptly provide such documentation to the CSD upon request.

Pest Management: Charter School shall comply with the Healthy Schools Act, Education Code section 17608, which details pest management requirements for schools.

Asbestos Management: Charter School shall comply with the asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40 C.F.R. part 763. AHERA requires that

any building leased or acquired that is to be used as a school or administrative building shall maintain an asbestos management plan.

INSURANCE

Insurance Requirements

No coverage shall be provided to Charter School by the District under any of the District's self-insured programs or commercial insurance policies. Charter School shall secure and maintain, at a minimum, insurance as set forth below with insurance companies acceptable to the District [A.M. Best A-, VII or better] or the equivalent provided through a California Joint Powers Authority self-insurance program to protect Charter School from claims which may arise from its operations. Each Charter School location shall meet the below insurance requirements individually.

It shall be Charter School's responsibility, not the District's, to monitor its vendors, contractors, partners, and/or sponsors for compliance with the insurance requirements.

The following insurance policies are required:

5. Commercial General Liability, including Fire Legal Liability, coverage of \$5,000,000 per Occurrence and in the Aggregate. The policy shall be endorsed to name the Los Angeles Unified School District and its Board of Education as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy. Coverage shall be maintained with no Self-Insured Retention above \$15,000 without the prior written approval of the Division of Risk Management and Insurance Services for the LAUSD.
6. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect Charter School from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
7. Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if Charter School does not operate a student transportation service. If Charter School provides student transportation services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
8. Crime Insurance or Fidelity Bond coverage shall be maintained by Charter School to cover all Charter School employees who handle, process or otherwise have responsibility for Charter School funds, supplies, equipment, or other assets. Minimum amount of coverage shall be \$1,000,000 per occurrence/\$1,000,000 aggregate, with deductible that is acceptable to the Los Angeles Unified School District.

10. Cyber Liability insurance coverage with minimum limits of \$500,000 per occurrence and \$500,000 general aggregate.
11. Professional Educators Errors and Omissions liability coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate.
12. Sexual Molestation and Abuse coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy. Whether this coverage is separately issued or included by endorsement to another policy, such coverage shall be endorsed to name the Los Angeles Unified School District and Its Board of Education as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy.
13. Employment Practices Legal Liability coverage with limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate.
14. Excess/Umbrella Liability insurance with limits of not less than \$10,000,000 is required of all high schools and any other school that participates in competitive interscholastic or intramural sports programs.

Coverages and limits of insurance may be accomplished through individual primary policies or through a combination of primary and excess policies and alternative methods of coverage as approved by the District. Where specifically required above, and with respect to any other coverage for which such endorsements and/or provisions are available, each policy shall be endorsed to name the Los Angeles Unified School District and Its Board of Education as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy.

Evidence of Insurance

Charter School shall furnish to the District's Division of Risk Management and Insurance Services located at 333 S. Beaudry Ave, 28th Floor, Los Angeles CA 90017 at the outset of the Charter agreement and within 30 calendar days of the inception or effective date of any new policies, renewals, or changes, certificates of insurance evidencing such coverage and signed by authorized representatives of the insurance carrier. Certificates shall be endorsed as follows:

“Charter school shall be required to provide LAUSD with 30 days prior written notice by certified mail, return receipt requested, if the insurance afforded by this policy shall be suspended, cancelled, reduced in coverage limits or non-renewed.”

With respect to the coverages for which additional insured status is required as set forth above, the certificate(s) of insurance shall reflect Los Angeles Unified School District's and Its Board of Education's status as named additional insureds thereunder, and shall attach a copy of the endorsement(s) extending such coverage.

Facsimile or reproduced signatures may be acceptable upon review by the Division of Risk Management and Insurance Services. However, the District reserves the right to require certified copies of any required insurance policies.

Should Charter School deem it prudent and/or desirable to have insurance coverage for damage or theft to Charter School, employee or student property, for student accident, or any other type of insurance coverage not listed above, such insurance shall not be provided by the District and its purchase shall be the responsibility of Charter School.

Hold Harmless/Indemnification Provision

To the fullest extent permitted by law, Charter School does hereby agree, at its own expense, to indemnify, defend and hold harmless the LAUSD and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers from and against any and all claims, damages, losses and expenses including but not limited to attorneys' fees, brought by any person or entity whatsoever, arising out of, or relating to, this Charter agreement. Charter School further agrees to the fullest extent permitted by law, at its own expense, to indemnify, defend, and hold harmless the LAUSD and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers from and against any and all claims, damages, losses and expenses including but not limited to attorneys' fees, brought by any person or entity whatsoever for claims, damages, losses and expenses arising from or relating to acts or omission of acts committed by Charter School and/or its officers, directors, employees or volunteers. Moreover, Charter School agrees to indemnify, defend and hold harmless the LAUSD and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers, for any contractual liability resulting from third party contracts with Charter School's vendors, contractors, partners or sponsors.

FISCAL MATTERS

District Oversight Costs

The District may charge for the actual costs of oversight of Charter School not to exceed 1% of Charter School's revenue, or the District may charge for the actual costs of oversight of Charter School not to exceed 3% if Charter School is able to obtain substantially rent free facilities from the District. Notwithstanding the foregoing, the District may charge the maximum oversight fee allowed under the law as it may change from time to time. The oversight fee provided herein is separate and distinct from the charges arising under charter school facilities use agreements.

Cash Reserves

Charter School acknowledges that the recommended cash reserve is 5% of expenditures, as provided in section 15450, title 5 of the California Code of Regulations.

Third Party Contracts

Charter School shall ensure that all third party contracts, whether oral or written, for supplies, equipment, goods and/or services, for the direct or indirect benefit of, or otherwise related to the operation of, Charter School, require compliance with and otherwise conform to all applicable local, state, and federal policies, regulations, laws, and guidelines, including but not limited to licensing and permit requirements as well as requirements related to protection of health and safety.

Special Education Revenue Adjustment/Payment for Services

In the event that Charter School owes funds to the District for the provision of agreed upon or fee for service or special education services or as a result of the State's adjustment to allocation of special education revenues from Charter School, Charter School authorizes the District to deduct any and all of the in lieu property taxes that Charter School otherwise would be eligible to receive under section 47635 of the Education Code to cover such owed amounts. Charter School further understands and agrees that the District shall make appropriate deductions from the in lieu property tax amounts otherwise owed to Charter School. Should this revenue stream be insufficient in any fiscal year to cover any such costs, Charter School agrees that it will reimburse the District for the additional costs within forty-five (45) business days of being notified of the amounts owed.

Student Body Funds

Charter School shall supervise and manage any and all student body funds in a manner consistent with the provisions of Education Code sections 48930-48938. Charter School shall include and address student body funds in its financial reports, and ensure that such funds are included and addressed in Charter School's annual audit as a stand-alone item.

Audit and Inspection of Records

Charter School agrees to observe and abide by the following terms and conditions as a requirement for receiving and maintaining its charter authorization:

- Charter School is subject to District oversight.
- The District's statutory oversight responsibility continues throughout the life of the Charter and requires that the District, among other things, monitors the fiscal condition of Charter School.
- The District is authorized to revoke this Charter for, among other reasons, the failure of Charter School to meet generally accepted accounting principles or if Charter School engages in fiscal mismanagement.

Accordingly, the District hereby reserves the right, pursuant to its oversight responsibility, to audit Charter School books, records, data, processes and procedures through the District Office of the Inspector General or other means. The audit may include, but is not limited to, the following areas:

- Compliance with terms and conditions prescribed in the Charter agreement,
- Internal controls, both financial and operational in nature,
- The accuracy, recording and/or reporting of Charter School's financial information,
- Charter School's debt structure,
- Governance policies, procedures and history,
- The recording and reporting of attendance data,
- Charter School's enrollment process,
- Compliance with safety plans and procedures, and
- Compliance with applicable grant requirements.

Charter School shall cooperate fully with such audits and shall make available any and all records necessary for the performance of the audit upon 30 days' notice to Charter School. When 30 days' notice may defeat the purpose of the audit, the District may conduct the audit upon 24-hours' notice.

Fiscal Policies and Procedures

Charter School shall establish, maintain, and implement sound fiscal policies and procedures, including but not limited to internal controls governing all financial and business-related activities.

Apportionment Eligibility for Students Over 19 Years of Age

Charter School acknowledges that, in order for a pupil over nineteen (19) years of age to remain eligible for generating charter school apportionment, the pupil shall be continuously enrolled in public school and make satisfactory progress toward award of a high school diploma. (Ed. Code § 47612(b).)

Local Control and Accountability Plan

In accordance with California Education Code sections 47604.33 and 47606.5, Charter School shall include in its annual update a "listing and description of the expenditures for the fiscal year implementing the specific actions included in the charter as a result of the reviews and assessment required by paragraph (1)" of section 47606.5(a). (Ed. Code § 47606.5(b).)