



# **Synergy Charter Academy Charter Renewal Petition**

**For the term  
July 1, 2025 – June 30, 2030**

**Submitted to Los Angeles Unified School District**

**August 21, 2024**

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## Assurances, Affirmations, and Declarations

Synergy Charter Academy (also referred to herein as “Synergy,” “SCA,” and the “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.

<b>GENERAL INFORMATION</b>	
• The name and title of the contact person for the Charter School is:	Jenny Mulligan, Principal
• The contact address for the Charter School is:	900 E. 33 <sup>rd</sup> St. Los Angeles, CA 90011
• The contact phone number for the Charter School is:	323-235-7960



<ul style="list-style-type: none"> <li>• The current address of the Charter School is: <ul style="list-style-type: none"> <li>○ (Please note: As charter schools' eligibility for and allocation of Proposition 39 facilities are determined on an annual basis, a charter school's current occupancy of Proposition 39 facilities is subject to change in subsequent school years.)</li> </ul> </li> </ul>	900 E. 33 <sup>rd</sup> St. Los Angeles, CA 90011
<ul style="list-style-type: none"> <li>• This location is in LAUSD Board District:</li> </ul>	5
<ul style="list-style-type: none"> <li>• This location is in LAUSD Local Region:</li> </ul>	East
<ul style="list-style-type: none"> <li>• The grade configuration of Charter School is:</li> </ul>	TK/K-5
<ul style="list-style-type: none"> <li>• The number of students in the first year (should align with year 1 of the rollout plan, as well as the budget) will be:</li> </ul>	360
<ul style="list-style-type: none"> <li>• The grade level(s) of the students in the first year will be:</li> </ul>	TK/K-5
<ul style="list-style-type: none"> <li>• The Charter school's scheduled first day of instruction in 2025-2026 is:</li> </ul>	August 6, 2025
<ul style="list-style-type: none"> <li>• The total 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.)</li> </ul>	360
<ul style="list-style-type: none"> <li>• The type of instructional calendar (e.g. traditional/year-round, single track/multi-track, extended day/year) will be:</li> </ul>	Traditional
<ul style="list-style-type: none"> <li>• The regular bell schedule (e.g., daily hours) for the Charter School will be:</li> </ul>	8:00 am – 2:25 pm
<ul style="list-style-type: none"> <li>• The term of this Charter for Middle and High performing schools:</li> </ul>	July 1, 2025 to June 30, 2030

## COMMUNITY NEED FOR CHARTER SCHOOL

Synergy Charter Academy was founded by former LAUSD teachers Dr. Meg Palisoc and Dr. Randy Palisoc and opened in the 2004-05 school year, serving 120 students in grades K-5. Today, SCA shares a campus with a traditional LAUSD school, Quincy Jones Elementary School, and is one of three charter schools operated by Synergy Academies. The organization also operates a middle school, Synergy Kinetic Academy, and a high school, Synergy Quantum Academy.

Synergy Charter Academy is located in South Los Angeles in what has historically been one of the lowest-performing areas of the Los Angeles Unified School District. Test scores, as well as graduation rates and college enrollment rates, among the other public schools within the community Synergy serves remain significantly lower than both district and statewide averages. Synergy works to disrupt educational inequities and gaps in outcomes that have persisted across generations. The following statistics summarize some of the major demographics of the 90011-zip code, where Synergy is located (based on data from *city-data.com*, as of August 5, 2024):

- 57% of adult residents have not graduated high school
- 7% have a Bachelor's degree or higher
- 87% of the population speaks Spanish at home
- 73% of the population rent their homes
- 92.1% of the population is Hispanic/Latino; 5.4% is Black/African-American
- 27.2% of residents have income below the poverty level (more than double the statewide average of 12.2%)

Compared to statewide averages, the median household income (\$51,619) is only about half the state average (\$91,551). Despite neighborhood statistics, Synergy students have made tremendous academic gains, with many former Synergy Charter Academy students graduating from high school and going on to college.

## **EVIDENCE OF MEETING CHARTER RENEWAL CRITERIA PURSUANT TO EDUCATION CODE SECTION 47607.2(b)**

Synergy Charter Academy was placed in the middle performance category according to law, and the California Department of Education's March 12, 2024 Release of Charter School Performance Category Data File. Overall, SCA's 2022 and 2023 California School Dashboard ("Dashboard") results demonstrate strength in the academic indicators of English Language Arts ("ELA") and Mathematics.

As demonstrated below and throughout Element 1, 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 the California School 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 the students, evaluated using the Dashboard and Education Code Section 47607.2(b).

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 uses 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 include the following:

- Chronic Absenteeism: kindergarten through grade eight
- Suspension Rate: kindergarten through grade twelve
- English Learner Progress: grades one through twelve
- Graduation Rate: high school only
- College/Career: high school only
- Academic: grades three through eight and grade eleven – English language arts/literacy and Mathematics

Over the course of its current charter term, SCA was placed in the high performing tier in 2020 and the middle performing tier in 2024. Given SCA's current designation as middle performing, as determined by law and the California Department of Education, and as clearly demonstrated by the evidence, SCA meets the criterion for charter renewal for a term of five (5) years, as shown below.

For middle-performing charter schools, Education Code Section 47607.2(b) mandates that the District consider the performance, schoolwide and for all student subgroups, of the Charter School on the state and local indicators on the Dashboard. The District shall provide greater weight to measurements of academic performance, which include the California Assessment of Student Performance and Progress ("CAASPP") ELA and math assessments, the English Learner Progress indicator ("ELPI"), and the College/Career indicator ("CCI"). Further, in addition to the state and local indicators on the Dashboard, the District shall also consider evidence, from assessments deemed verified data by the State Board of Education, showing measurable increases in academic achievement (at least one year's progress for each year in school), or showing strong postsecondary outcomes (college enrollment, persistence, and completion rates equal to similar peers). Specifically, SCA has demonstrated through performance on state indicators, especially those that include measurements of academic performance, that it has succeeded in making sufficient progress towards meeting standards that provide a benefit to the pupils of the school and that continued operation of the Charter School is in the best interest of pupils.

The charts below show that SCA's schoolwide performance and performance of all significant subgroups, as measured by Distance From Standard ("DFS") points reported on the California

School Dashboard, exceeded the statewide averages for all students and comparable subgroups for both English Language Arts and Math in 2023. The prior year, in 2022, SCA's schoolwide performance also exceeded the statewide average in Math, and SCA's performance of all significant subgroups exceeded the performance of comparable subgroups statewide for both ELA and Math.

2023 - ELA			
	SCA Distance from Standard	State Average Distance from Standard	Margin
Schoolwide	-6.9	-13.6	+6.7
English Learners	-16.9	-67.7	+50.8
Hispanic/Latino	-8.2	-40.2	+32
Socioeconomically Disadvantaged	-8.9	-42.6	+33.7












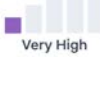



2023 - Math			
	SCA Distance from Standard	State Average Distance from Standard	Margin
Schoolwide	-14.3	-49.1	+34.8
English Learners	-22.5	-93.4	+70.9
Hispanic/Latino	-14.9	-80.8	+65.9
Socioeconomically Disadvantaged	-14.9	-127.3	+112.4

2022 - ELA			
	SCA Distance from Standard	State Average Distance from Standard	Margin
Schoolwide	-15.3	-12.2	-3.1
English Learners	-20.4	-61.2	+40.8
Hispanic/Latino	-15.3	-38.6	+23.3
Socioeconomically Disadvantaged	-16.3	-41.4	+25.1

2022 - Math			
	SCA Distance from Standard	State Average Distance from Standard	Margin
Schoolwide	-20.1	-51.7	+31.6
English Learners	-29.5	-92	+62.5
Hispanic/Latino	-20.9	-83.4	+62.5
Socioeconomically Disadvantaged	-20.8	-84	+63.2

The following tables display the Charter School's schoolwide Dashboard state indicators and, for comparison purposes, LAUSD's and the State's, for 2022 and 2023. SCA's performance of the California School Dashboard state indicators is equal to or greater than both the District's and State's performance in nearly all indicators.

#### Synergy Charter Academy Dashboard State Indicators, 2022 and 2023

Indicator	2022 SCA	2022 LAUSD	2022 State		2023 SCA	2023 LAUSD	2023 State
English Language Arts	 Low	 Low	 Low		-6.9 DFS	-32.4 DFS	-13.6 DFS
Mathematics	 Medium	 Low	 Low		-14.3 DFS	-67.3 DFS	-49.1 DFS
ELPI	 High	 Medium	 Medium		43.5%	48.4%	48.7%
Chronic Absenteeism	 Very High	 Very High	 Very High		24.9%	31%	24.3%
Suspension Rate	 Very Low	 Very Low	 Medium		0%	0.4%	3.5%

SCA has also achieved a “Standard Met” rating for all local indicators reported on the California School Dashboard in 2022 and 2023.

### **Synergy Charter Academy Dashboard Local Indicators, 2022 and 2023**

<b>Local Indicator</b>	<b>2022 Result</b>	<b>2023 Result</b>
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

### ***Student Academic Performance***

In addition to SCA’s demonstrated strength through performance on state academic indicators, SCA’s academic performance as measured by the California Assessment of Student Performance and Progress establishes SCA as the highest performing elementary school in its South LA neighborhood, thereby providing a strong educational option to the students and families of the community.

SCA’s most recent Smarter Balanced Assessment Consortium (“SBAC”) scores for both English Language Arts and Math show significantly higher achievement than both the median of elementary schools in the surrounding area (South LA Community of Schools, or “CoS”) and the overall LAUSD district average, as seen in the following tables and graphs which summarize the percentage of students within each attainment level for English Language Arts and Mathematics on the 2023 Smarter Balanced Summative Assessments. As demonstrated in these comparative outcomes, **SCA continues to meet the needs of the community it serves through high quality education that supports our students’ academic growth and outcomes.**

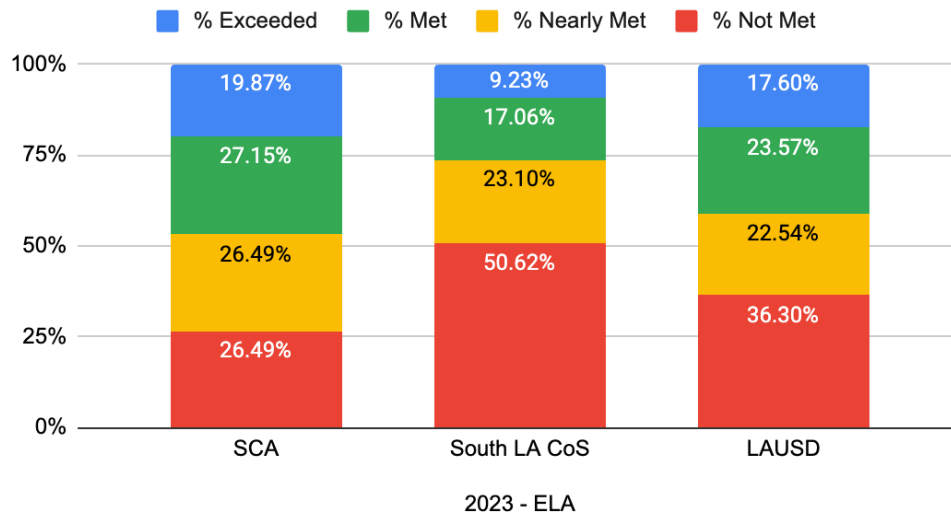
<b>2023 CAASPP - SBAC ELA Results</b>			
	<b>SCA</b>	<b>South LA CoS*</b>	<b>LAUSD</b>
<b>% Met/Exceeded</b>	<b>47.02%</b>	<b>26.29%</b>	<b>41.17%</b>
% Exceeded	19.87%	9.23%	17.60%
% Met	27.15%	17.06%	23.57%

% Nearly Met	26.49%	23.10%	22.54%
% Not Met	26.49%	50.62%	36.30%

Data source: California Assessment of Student Performance and Progress website: [caaspp-elpac.etc.org](https://caaspp-elpac.etc.org)

\*South LA Community of Schools includes elementary schools in the SCA's South LA neighborhood, including: 9th Street Elementary School, 20th Street Elementary School, 28th Street Elementary School, Dolores Huerta Elementary School, Quincy Jones Elementary School, Ricardo Lizarraga Elementary School, San Pedro Street Elementary School, Trinity Street Elementary School, Wadsworth Avenue Elementary School, and West Vernon Avenue Elementary School.

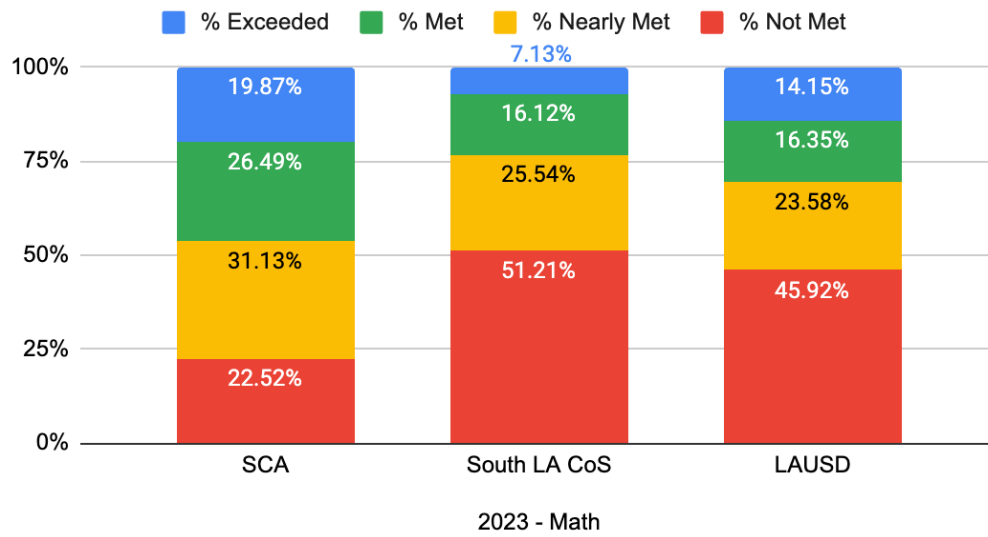
## 2023 ELA SBAC Comparison



2023 CAASPP - SBAC Math Results			
	SCA	South LA CoS	LAUSD
<b>% Met/Exceeded</b>	<b>46.36%</b>	<b>23.25%</b>	<b>30.50%</b>
% Exceeded	19.87%	7.13%	14.15%
% Met	26.49%	16.12%	16.35%
% Nearly Met	31.13%	25.54%	23.58%
% Not Met	22.52%	51.21%	45.92%

Data source: California Assessment of Student Performance and Progress website: [caaspp-elpac.etc.org](https://caaspp-elpac.etc.org)

## 2023 Math SBAC Comparison



Not only is SCA's percentage of students who Met or Exceeded the Standard far higher than both the median for elementary schools in the South LA Community of Schools and the LAUSD average overall, but SCA's percentage of Not Met is significantly below both the South LA Community of Schools elementary average and District overall average.

SCA's 2023 SBAC results also show strong performance in subgroups, compared to the subgroup averages for LAUSD and Statewide subgroup averages. For SCA's three numerically significant subgroups—English Learner, Latino, and Socioeconomically Disadvantaged (“SED”) students—a greater percentage of students met or exceeded the standard on both the ELA and Math SBAC.

2023 CAASPP - SBAC ELA % Met/Exceeded			
	SCA	LAUSD	Statewide
All Students	47.0 %	41.2 %	46.7 %
English Learners	22.5 %	4.4 %	10.9 %
Latino	46.7 %	35.3 %	36.1 %
SED	45.8 %	35.1 %	35.3 %

Data source: California Assessment of Student Performance and Progress website: [caaspp-elpac.etc.org](https://caaspp-elpac.etc.org)

2023 CAASPP - SBAC Math % Met/Exceeded			
	SCA	LAUSD	Statewide
All Students	46.4%	30.5 %	34.6 %
English Learners	22.5 %	6.8 %	9.9 %
Latino	46.0 %	24.3 %	22.7 %
SED	45.8 %	24.6 %	22.9 %

Data source: California Assessment of Student Performance and Progress website: [caaspp-elpac.etc.org](https://caaspp-elpac.etc.org)



## Student Academic Performance – Verified Data

Synergy Charter Academy implements the i-Ready diagnostic assessments by Curriculum Associates to measure student academic growth in Reading and Math. These diagnostic assessments are included on the verified data list approved by the State Board of Education. Verified data may be used to demonstrate that a charter school achieved measurable increases in academic achievement, as defined by at least one year's progress for each year in school.

According to Curriculum Associates' June 2023 Guidance Brief, which describes how i-Ready can be used as a verified data and academic progress indicator for California charter schools beginning in the 2023-24 school year, schools that meet or exceed the following amounts of median Typical Growth from the Fall to the Spring can be said to have achieved sufficient growth during the year:

	Grades K-5
Reading	75%
Math	80%

This takes into consideration the annual growth of an average student at a given placement, shown as a student's "Typical Growth" on the i-Ready growth report. Below is the Progress to Annual Typical Growth (Median) for Synergy Charter Academy for the 2023-24 school year. SCA far exceeded the goal of 75% or greater in Reading with a measure of **132%**.

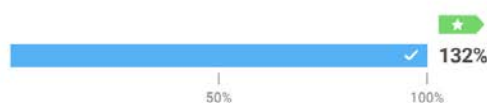
### Diagnostic Growth



School: Synergy Charter ES Academy  
Subject: Reading  
Academic Year: 2023 - 2024  
Comparison Diagnostic: Spring

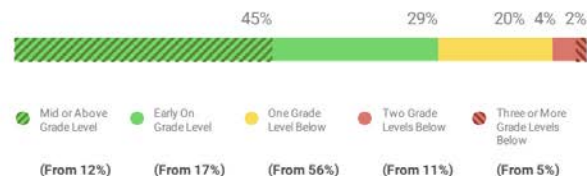
Students Assessed/Total: 294/294

#### Progress to Annual Typical Growth (Median)



The median percent progress towards Typical Growth for this school is 132%. Typical Growth is the average annual growth for a student at their grade and baseline placement level.

#### Current Placement Distribution



SCA also exceeded the goal of 80% or greater in Math with a measure of **117%**.

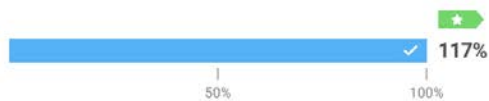
## Diagnostic Growth



School	Synergy Charter ES Academy
Subject	Math
Academic Year	2023 - 2024
Comparison Diagnostic	Spring

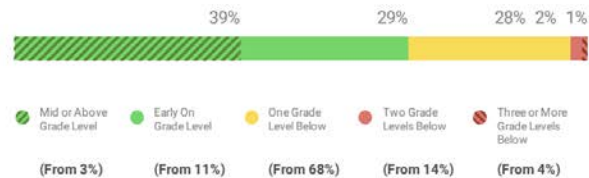
Students Assessed/Total: 294/294

### Progress to Annual Typical Growth (Median)



The median percent progress towards Typical Growth for this school is 117%. Typical Growth is the average annual growth for a student at their grade and baseline placement level.

### Current Placement Distribution



## Success of the Key Features of the Educational Program

We attribute our students' academic success to the hard work and dedication of our teachers and school leaders to make the following opportunities possible for our students:

- High quality instruction
- Targeted intervention and academic support
- Strong school culture

At Synergy, high quality instruction engages students in grade-level learning, affirms who they are, and prepares them to excel academically. Since its founding 20 years ago, Synergy teachers and leaders have refused to accept that a child's zip code (or parent education level or race or language status) should be a predictor of their educational outcomes. Firmly grounded in the belief that all children can succeed, Synergy has always held high expectations for its students. In recent years, all teachers and instructional leaders, including the school Principal, have attended professional development through UnboundEd, focused on their GLEAM framework, which works to ensure that all students receive instruction that is at Grade-Level, Engaging, Affirming, and Meaningful.

Another key feature of Synergy's educational program has been the use of data to provide targeted intervention support. Student needs are identified through diagnostic assessments, classroom assessments and work samples, and teacher observations. After school intervention has been implemented regularly since Synergy's founding. In recent years, SCA has also utilized Instructional Assistants to provide additional one-to-one and small group instruction during the school day. SCA also has a full-time Intervention Teacher to provide additional support in phonemic awareness and phonics targeted primarily at students in grades K-2, as well designated intervention focused on building decoding and fluency skills for students in the upper-elementary grades.

Finally, Synergy has worked to build a strong school culture that supports students both academically and socio-emotionally. SCA implements a common set of classroom and schoolwide

expectations, grounded in a restorative approach that recognizes students' strengths and values opportunities for learning. SCA supports students outside of the classroom by providing a robust expanded learning program that has allowed students to participate in extracurricular activities such as dance, music, and martial arts. SCA also provides on-site counseling support for students through a full-time School Counselor.

Collectively, Synergy's efforts to provide high quality instruction, targeted intervention support, and a strong school culture that extends learning opportunities outside of the classroom, has provided our students with opportunities to meet and exceed academic expectations.

Synergy Charter Academy has been recognized with a number of awards over the past 20 years, including being named a 2020 California Distinguished School by the California Department of Education. This was the second time SCA was recognized as a California Distinguished School. In 2010, SCA became the first elementary school in South Los Angeles to be named a National Blue Ribbon School by the US Department of Education.

### **Areas of Challenge**

One area of challenge that has emerged following the COVID-19 pandemic, is a significant increase in the rate of chronic absenteeism. While SCA has historically had very high attendance rates, its most recent chronic absenteeism rate is significantly higher than its pre-pandemic rate, which was 3.8% in 2019. In 2019, SCA was far below the statewide average of 10.1%. In 2023, SCA had a chronic absenteeism rate of 24.9%. While this represents a decrease of 5.2% from the prior year, it was slightly above the 2023 statewide average of 24.3%.

Synergy Charter Academy has made a concerted effort to educate parents and families about the importance of regular school attendance for student learning, sharing how public schools, including charter schools, receive state funding based on average daily attendance. Synergy has taken steps to celebrate high attendance and will continue to encourage improvements in attendance through a multi-tiered system of support that utilizes data to determine tiered approaches and implements practices developed to achieve strong outcomes on a variety of student engagement measures, including attendance.

Another area of challenge that SCA has identified is increasing its English Learner Progress Indicator, as reported on the California School Dashboard. SCA's ELPI rate was higher than the state average in 2022 and slightly below the state average in 2023. Since SCA is a small school, and variations of a few students can have a measurable effect on percentages, it is helpful to look at the average ELPI rate over the past two years. With an ELPI score of 61.5% in 2022 and 43.5% in 2023, SCA has an average ELPI of 52.5%, which is higher than the statewide average of 49.5% over the same time (50.3% in 2022 and 48.7% in 2023). While there is no published statewide reclassification rate to compare to, SCA maintained a reclassification rate well above 10% over the past few years (19% in 2021, 22% in 2022, and 13.5% in 2023). The academic progress of EL students remains an area of focus for Synergy, and in the past few years, Synergy has added a Director of EL Programs and Services to support multilingual learners, as well as their teachers and families. SCA is also implementing targeted intervention to further support English Language Development beyond the school day.

## STUDENT POPULATION TO BE SERVED

Synergy Charter Academy serves students in grades TK/K-5 who reside within and around the 90011 zip-code. Of currently enrolled students, 98.7% are Latino and 1% are African American; 19% receive special education services; 40% are English Learners; and 96% qualify for free- or reduced-price meals. The following is Synergy Charter Academy's 5-year enrollment plan:

Anticipated Enrollment					
Grade	2025-26	2026-27	2027-28	2028-29	2029-30
TK	48	48	48	48	48
K	52	52	52	52	52
1	52	52	52	52	52
2	52	52	52	52	52
3	52	52	52	52	52
4	52	52	52	52	52
5	52	52	52	52	52
Total	360	360	360	360	360

## GOALS AND PHILOSOPHY

### Synergy's Mission

Synergy's mission speaks to why we exist and what we hope to achieve:

*We work together as a community to disrupt educational inequity through high quality instruction, access, and support so all students can excel.*

Synergy's founders intentionally chose the name "Synergy" because they believed that only by working together with students, parents, teachers, Charter School staff and leaders, can we overcome the opportunity gaps that have led to inequitable outcomes for generations. This emphasis on working together is highlighted in Synergy's mission, as well as the need for us to disrupt the systems that have perpetuated inequities in educational outcomes.

We believe the path forward includes providing high quality instruction. Our instructional vision defines what we mean when we say "high quality instruction:"

*At Synergy, high quality instruction engages students in grade-level learning, affirms who they are, and prepares them to excel academically, socially, and civically.*

High quality instruction is key to providing opportunities for every student to achieve, and it must start by giving every student the opportunity to interact with material and tasks that are at grade-level. Even when students may be achieving below grade-level, we believe it is our job to scaffold learning to help them meet the grade-level expectation, rather than limiting learning opportunities.

Synergy also works to provide supports for students that include socio-emotional support through school-based counseling, extracurricular opportunities for expanding learning outside of the classroom, and parent and family education to build a strong working relationship between school and home. Additionally, Synergy aims to provide students with access to greater learning opportunities that prepare them for success in college and career.

As a STEM-focused school, Synergy Charter Academy prioritizes math and science instruction for all students. As part of the core curriculum, math and science are taught in ways that highlight conceptual knowledge, and encourage critical thinking and exploration. Technology is used as a critical tool for learning and communication, as students at the elementary level begin to learn not only how to use technology as a user and consumer, but also as a creator and maker. SCA has also partnered with other organizations, such as Planet Bravo and Professor Egghead, to provide students with experiences with engineering and computer science.

### **What It Means to Be an Educated Person in the 21<sup>st</sup> Century**

In the 21<sup>st</sup> century, we live in a time of ever-increasing complexity. We are preparing students to succeed in a world where the jobs they will have don't yet exist. At Synergy, ensuring college and career-readiness means striving to prepare our students to be problem solvers, ready to participate in intellectual discourse in any space they enter. Synergy Charter Academy's works to empower its students to become:

- **Critical thinkers who value evidence, construct viable arguments, and can comprehend as well as critique.** Critical thinking skills include a strong foundation in information literacy, knowing what information is needed in problem solving or decision making, as well as how to search, interpret, evaluate and communicate information. Critical thinkers use content knowledge and technological skills to comprehend as well as critique information. According to Natalie Wexler, author of The Knowledge Gap, "The ability to think critically—like the ability to understand what you read—can't be taught directly and in the abstract. It's inextricably linked to how much knowledge you have about the situation at hand."
- **Problem solvers who are able to make sense of problems and persevere in solving them through a creative approach.** The ability to find solutions begins with the ability to think creatively and explore different approaches through a lens of curiosity. Problem solving requires a growth mindset, the ability to learn from failure, and to view working toward solutions as an iterative process. In her book Mindset, Carol Dweck says of individuals with a growth mindset, "Not only weren't they discouraged by failure, they didn't even think they were failing. They thought they were learning." Problem solvers are lifelong learners.
- **Active citizens connected to both local and global communities.** Students must build social and cross-cultural skills to understand their place both in their local community, as well as in a larger global context. Understanding how the perspectives of others add to our

collective knowledge and abilities as a society, prepares students to engage in civic discourse. Active citizens exercise their rights and live up to their responsibilities, as they realize the power to make societal change through collective action, governance, and activism.

- **Consumers and creators of technology that allows for greater efficiency, communication, and collaboration.** The overwhelming majority of jobs today require applicants to be tech literate. For this reason, our students must have opportunities to be content creators in addition to users and consumers. Technology should be used as a learning tool, a means of communication, and a forum for professional and scholarly collaboration to amplify instructional practices, build critical thinking and problem-solving skills, and connect students with communities working for change at both the local and global levels.

### **How Learning Best Occurs**

Learning best occurs when students receive high quality instruction in a culturally responsive environment that allows them to become independent learners. At Synergy, high quality instruction engages students in grade-level learning, affirms who they are, and prepares them to excel academically, socially, and civically.

Synergy's instructional vision is grounded in the work of Gloria Ladson-Billings and Zaretta Hammond and their writing on culturally responsive pedagogy. They describe how such practices support culturally and linguistically diverse learners to become independent learners. According to Gloria Ladson-Billings (1995), the three criteria of culturally responsive pedagogy are:

1. Students must experience academic success
2. Students must develop or maintain cultural competence
3. Student must develop a critical consciousness through which they challenge the status quo of the current social order

Student learning at Synergy encompasses both academic growth and achievement. Academic success should be measured and celebrated in ways that acknowledge student progress toward meeting a standard in addition to achieving the standard. Students and families should be empowered with information about student academic progress. Cultural competence includes creating a learning environment that is inclusive and welcoming, and helps all learners develop an understanding of their own history, culture, and customs, as well as those of others to prepare them to excel in a "diverse, globally interconnected, democratic society" (Ladson-Billings, 2021). Developing critical consciousness prepares students to thrive as an educated person in the 21<sup>st</sup> century, "being able to apply, analyze, synthesize, and critique their environment and the problems they encounter" (Ladson-Billings, 2021).

According to Zaretta Hammond, culturally responsive pedagogy is critical to support the academic success of racially and linguistically diverse learners. In her book Culturally Responsive Teaching & The Brain, Hammond cites that "numerous studies have demonstrated that culturally responsive education can strengthen student connectedness with school and enhance learning."

Educator mindsets and planning are supported to ensure that all students are given the opportunity and support they need to work and achieve at grade-level, along with access to a range of experiences both within and outside of the classroom that make learning relevant and meaningful.

### **Annual Goals and Actions (Education Code 47605(c)(5)(A)(ii) Requirements)**

The following chart details Synergy Charter Academy's three strategic annual goals, for all pupils pursuant to Education Code Section 5052, encompassing each of the eight (8) state priorities identified in Education Code Section 52060(d), including specific annual actions the Charter School will take to achieve each of the identified annual goals. These three goals are: Academic Excellence, Student and Family Engagement, and Supportive School Climate. Together, these goals are designed to enable students to become and remain self-motivated, competent, and lifelong learners. With academic excellence at the center of what we do, we hold high expectations for students to engage with grade-level work. Scaffolds and supports aim to provide all students with access to grade-level text and curriculum. Synergy believes that student and family engagement is necessary for academic excellence. With a focus on providing student activities, field trips, parent workshops, and family events, Synergy will further support student learning both in and out of the classroom. Creating a supportive school climate is also integral to academic excellence. By providing the conditions necessary for learning, as well as social emotional and counseling support, Synergy will ensure that all students have access to a supportive learning environment.

\* is used to indicate a student group that is not numerically significant at this time

<b>LCFF STATE PRIORITIES</b>										
<b>GOAL #1: <i>Academic Excellence</i></b>										
<i>Academic Excellence: We will work to increase student achievement in ELA, Math, and Science, and improve student outcomes, including college and career readiness, for all students and subgroups, including multilingual learners and students with disabilities.</i>	<p>Related State Priorities:</p> <table> <tr> <td><input type="checkbox"/> 1</td> <td><input checked="" type="checkbox"/> 4</td> <td><input type="checkbox"/> 7</td> </tr> <tr> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 5</td> <td><input checked="" type="checkbox"/> 8</td> </tr> <tr> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 6</td> <td></td> </tr> </table> <p>Local Priorities:</p> <p><input type="checkbox"/>:</p>	<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	
<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									
<b>Specific Annual Actions to Achieve Goal</b>										
<ul style="list-style-type: none"> <li>• <i>Provide additional classroom teachers to lower class size and provide an Intervention Teacher</i></li> <li>• <i>Provide a site-based Principal, and the following central office positions to support teachers, students, and school leaders implement increased and improved services: Chief Academic Officer, Director of Special Education and Student Services, Director of EL Programs, and Director of Literacy</i></li> </ul>										

- *Provide full-time Instructional Assistants to provide increased services through individual and small group academic support to all students within the classroom setting*
- *Provide instructional materials and supplies to supplement the academic program*
- *Provide educational software for benchmark assessments, instructional support, individualized instruction, and intervention*
- *Provide a Summer Institute professional development for teachers and instructional staff, and contract with instructional consultants to provide PD and support during the summer and school year*
- *Provide intervention programs during the summer and throughout the school year, including summer school and after school tutoring*
- *Provide three full-time RSP teachers, instructional materials and supplies, contracted special education services, and teacher PD*
- *Provide an English Language Development program, including instructional materials, staffing, PD for teachers, and additional services and supports to English Learner student's*
- *Provide a Director of Literacy to lead the instructional vision and strategic direction for curriculum, instruction, assessment, and PD to promote outstanding literacy achievement and growth across all grades, as well as support family literacy efforts*

#### Expected Annual Measurable Outcomes

**Outcome #1:** Student achievement in ELA

**Metric/Method for Measuring:** Average Distance From Standard on SBAC as reported on the California School Dashboard

Applicable Student Groups	Baseline	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide)	-6.9	= or > state avg.	= or > state avg.	= or > state avg.	= or > state avg.	= or > state avg.
English Learners	-16.9	= or > state avg.	= or > state avg.	= or > state avg.	= or > state avg.	= or > state avg.
Socioecon. Disadv./Low Income Students	-8.9	= or > state avg.	= or > state avg.	= or > state avg.	= or > state avg.	= or > state avg.
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*
Latino/Hispanic Students	-8.2	= or > state avg.	= or > state avg.	= or > state avg.	= or > state avg.	= or > state avg.



Students of Two or More Races	*	*	*	*	*	*
<b>Outcome #2:</b> Student achievement in Math <b>Metric/Method for Measuring:</b> Average Distance From Standard on SBAC as reported on the California School Dashboard						
Applicable Student Groups	Baseline	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide)	-14.3	= or > state avg.	= or > state avg.	= or > state avg.	= or > state avg.	= or > state avg.
English Learners	-22.5	= or > state avg.	= or > state avg.	= or > state avg.	= or > state avg.	= or > state avg.
Socioecon. Disadv./Low Income Students	-14.9	= or > state avg.	= or > state avg.	= or > state avg.	= or > state avg.	= or > state avg.
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
Latino/Hispanic Students	-14.9	= or > state avg.	= or > state avg.	= or > state avg.	= or > state avg.	= or > state avg.
Students of Two or More Races	*	*	*	*	*	*
<b>Outcome #3:</b> Student achievement in Science. <b>Metric/Method for Measuring:</b> Percentage of students scoring Met or Exceed on the California Science Test						
Applicable Student Groups	Baseline	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide)	27.45%	= or > LAUSD avg.	= or > LAUSD avg.	= or > LAUSD avg.	= or > LAUSD avg.	= or > LAUSD avg.
English Learners	0%	= or > LAUSD res. schools	= or > LAUSD res. schools	= or > LAUSD res. schools	= or > LAUSD res. schools	= or > LAUSD res. schools
Socioecon. Disadv./Low Income Students	27.09%	= or > LAUSD res. schools	= or > LAUSD res. schools	= or > LAUSD res. schools	= or > LAUSD res. schools	= or > LAUSD res. schools
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*
Latino/Hispanic Students	27.45%	= or > LAUSD res. schools	= or > LAUSD res. schools	= or > LAUSD res. schools	= or > LAUSD res. schools	= or > LAUSD res. schools
Students of Two or More Races	*	*	*	*	*	*
<b>Outcome #4:</b> English Learner Progress Indicator						

**Metric/Method for Measuring:** Percentage of EL students making progress towards English language proficiency, as measured by ELPAC and reported on the California School Dashboard ELPI

Applicable Student Groups	Baseline	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide)	43.5%	= or > state avg.	= or > state avg.	= or > state avg.	= or > state avg.	= or > state avg.
English Learners	43.5%	= or > state avg.	= or > state avg.	= or > state avg.	= or > state avg.	= or > state avg.
Socioecon. Disadv./Low Income Students	*	*	*	*	*	*
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*
Latino/Hispanic Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*

**Outcome #5:** Redesignation Rate

**Metric/Method for Measuring:** Percentage of EL students Redesignated Fluent English Proficient (RFEP) annually

Applicable Student Groups	Baseline	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide)	13.5%	12%+	12%+	12%+	12%+	12%+
English Learners	13.5%	12%+	12%+	12%+	12%+	12%+
Socioecon. Disadv./Low Income Students	*	*	*	*	*	*
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*
Latino/Hispanic Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*

**Outcome #6:** Academic growth in Reading

**Metric/Method for Measuring:** Median Progress to Typical Growth on i-Ready reading benchmark assessments

Applicable Student Groups	Baseline	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide)	132%	75%	75%	75%	75%	75%

English Learners	131%	75%	75%	75%	75%	75%
Socioecon. Disadv./Low Income Students	131%	75%	75%	75%	75%	75%
Foster Youth	*	*	*	*	*	*
Students with Disabilities	129%	75%	75%	75%	75%	75%
African American Students	*	*	*	*	*	*
Latino/Hispanic Students	133%	75%	75%	75%	75%	75%
Students of Two or More Races	*	*	*	*	*	*

**Outcome #7:** Academic growth in Math

**Metric/Method for Measuring:** Median Progress to Typical Growth on i-Ready math benchmark assessments

Applicable Student Groups	Baseline	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide)	117%	80%	80%	80%	80%	80%
English Learners	119%	80%	80%	80%	80%	80%
Socioecon. Disadv./Low Income Students	117%	80%	80%	80%	80%	80%
Foster Youth	*	*	*	*	*	*
Students with Disabilities	115%	80%	80%	80%	80%	80%
African American Students	*	*	*	*	*	*
Latino/Hispanic Students	117%	80%	80%	80%	80%	80%
Students of Two or More Races	*	*	*	*	*	*

## GOAL #2: Student and Family Engagement

*Student and Family Engagement: We will engage students and families as partners in supporting all students to be successful in the educational program, encouraging strong daily attendance and participation in school activities.*

Related State Priorities:

- ☐ 1    ☐ 4    ☐ 7  
☐ 2    ☒ 5    ☐ 8  
☒ 3    ☒ 6

Local Priorities:

☐:

## Specific Annual Actions to Achieve Goal

- Provide student activities, including supplemental programs such as student government, assemblies, and programs related to increasing attendance and supporting positive behavior and engagement on campus
- Provide teacher and staff stipends to lead supplemental student programs, such as student government and assemblies
- Provide student field trips to engage students, create real world connections, and reinforce school attendance and positive behavior

- *Support increased attendance and positive behavior through a comprehensive schoolwide plan that supports student engagement within the school program*
- *Provide a Family & Community Schools Coordinator at the central office to coordinate parent engagement workshops and events, share resources and information, and support the schools with parent outreach efforts*
- *Host a variety of parent education workshops and family events throughout the school year to engage parents and families within the educational program*

#### Expected Annual Measurable Outcomes

##### **Outcome #1: Attendance**

**Metric/Method for Measuring:** Average attendance rate

Applicable Student Groups	Baseline	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide)	92.91%	94%+	94%+	94%+	94%+	94%+
English Learners		94%+	94%+	94%+	94%+	94%+
Socioecon. Disadv./Low Income Students		94%+	94%+	94%+	94%+	94%+
Foster Youth	*	*	*	*	*	*
Students with Disabilities		94%+	94%+	94%+	94%+	94%+
African American Students	*	*	*	*	*	*
Latino/Hispanic Students		94%+	94%+	94%+	94%+	94%+
Students of Two or More Races	*	*	*	*	*	*

##### **Outcome #2: Chronic Absenteeism**

**Metric/Method for Measuring:** Percent of students missing 10%+ days of school as reported on the California School Dashboard

Applicable Student Groups	Baseline	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide)	24.9%	= or < state avg.	= or < state avg.	= or < state avg.	= or < state avg.	= or < state avg.
English Learners	25.2%	= or < state avg.	= or < state avg.	= or < state avg.	= or < state avg.	= or < state avg.
Socioecon. Disadv./Low Income Students	25.3%	= or < state avg.	= or < state avg.	= or < state avg.	= or < state avg.	= or < state avg.
Foster Youth	*	*	*	*	*	*
Students with Disabilities	29.5%	= or < state avg.	= or < state avg.	= or < state avg.	= or < state avg.	= or < state avg.
African American Students	*	*	*	*	*	*

Latino/Hispanic Students	24.6%	= or < state avg.	= or < state avg.	= or < state avg.	= or < state avg.	= or < state avg.
Students of Two or More Races	*	*	*	*	*	*

**Outcome #3:** Suspension Rate.

**Metric/Method for Measuring:** Percentage of students suspended as reported on the California School Dashboard

Applicable Student Groups	Baseline	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide)	0%	= or < state avg.	= or < state avg.	= or < state avg.	= or < state avg.	= or < state avg.
English Learners	0%	= or < state avg.	= or < state avg.	= or < state avg.	= or < state avg.	= or < state avg.
Socioecon. Disadv./Low Income Students	0%	= or < state avg.	= or < state avg.	= or < state avg.	= or < state avg.	= or < state avg.
Foster Youth	*	*	*	*	*	*
Students with Disabilities	0%	= or < state avg.	= or < state avg.	= or < state avg.	= or < state avg.	= or < state avg.
African American Students	*	*	*	*	*	*
Latino Students	0%	= or > state avg.	= or > state avg.	= or > state avg	= or > state avg	= or > state avg
Students of Two or More Races	*	*	*	*	*	*

**Outcome #4:** Expulsion Rate

**Metric/Method for Measuring:** Percentage of students expelled as reported in DataQuest

Applicable Student Groups	Baseline	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide)	0%	= or < 1%	= or < 1%	= or < 1%	= or < 1%	= or < 1%
English Learners	0%	= or < 1%	= or < 1%	= or < 1%	= or < 1%	= or < 1%
Socioecon. Disadv./Low Income Students	0%	= or < 1%	= or < 1%	= or < 1%	= or < 1%	= or < 1%
Foster Youth	*	*	*	*	*	*
Students with Disabilities	0%	= or < 1%	= or < 1%	= or < 1%	= or < 1%	= or < 1%
African American Students	*	*	*	*	*	*
Latino Students	0%	= or < 1%	= or < 1%	= or < 1%	= or < 1%	= or < 1%

Students of Two or More Races	*	*	*	*	*	*
<b>Outcome #5: Parents as active partners</b> <b>Metric/Method for Measuring:</b> Percentage of parents who agree or strongly agree that the “school encourages me to be an active partner,” as reported on the California Healthy Kids Survey						
Applicable Student Groups	Baseline	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide)	97%	= or >90%	= or >90%	= or >90%	= or >90%	= or >90%
English Learners	0%	= or >90%	= or >90%	= or >90%	= or >90%	= or >90%
Socioecon. Disadv./Low Income Students	0%	= or >90%	= or >90%	= or >90%	= or >90%	= or >90%
Foster Youth	*	*	*	*	*	*
Students with Disabilities	Not available	= or >90%	= or >90%	= or >90%	= or >90%	= or >90%
African American Students	*	*	*	*	*	*
Latino Students	Not available	= or >90%	= or >90%	= or >90%	= or >90%	= or >90%
Students of Two or More Races	*	*	*	*	*	*
<b>Outcome #6: Parent Conference Attendance</b> <b>Metric/Method for Measuring:</b> Percentage of parents attending parent conferences						
Applicable Student Groups	Baseline	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide)	98%	= or >90%	= or >90%	= or >90%	= or >90%	= or >90%
<b>GOAL #3: Supportive School Climate</b>						
<i>Supportive School Climate: We will build a strong school community and positive school culture that affirms who students are and prepares them to excel in school and in life, ensuring basic school needs and nurturing connectedness through access and opportunities to courses and programs.</i>				Related State Priorities: <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 4 <input checked="" type="checkbox"/> 7 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 5 <input type="checkbox"/> 8 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 6		
				Local Priorities: <input type="checkbox"/> :		
Specific Annual Actions to Achieve Goal						

- Support recruitment and retention of certificated and classified staff, including credentialed teachers.
- Provide credentialing and induction programs to support teachers and administrators in earning clear credentials
- Provide instructional curricular materials to ensure all students have access to materials that support academic growth and achievement
- Provide professional development to teachers, counselors, administrators, and other Charter School staff to support strong teaching and learning outcomes and build a supportive school climate
- Provide school counseling staff to assist students and families with social-emotional counseling, academic, support and other resources
- Provide school site support staff, including campus and office assistants and IT support, to ensure that student needs are met within the school setting
- Provide healthy meals and snacks to students to increase student engagement in the learning environment

#### Expected Annual Measurable Outcomes

**Outcome #1:** Number of instances where facilities are not in good repair

**Metric/Method for Measuring:** As reported on the annual School Accountability Report Card (“SARC”)

Applicable Student Groups	Baseline	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide)	0	0	0	0	0	0

**Outcome #2:** Number of students without access to adequate instructional materials

**Metric/Method for Measuring:** As reported on the annual School Accountability Report Card (SARC)

Applicable Student Groups	Baseline	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide)	0	0	0	0	0	0
English Learners	0	0	0	0	0	0
Socioecon. Disadv./Low Income Students	0	0	0	0	0	0
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*
Latino Students	0	0	0	0	0	0
Students of Two or More Races	*	*	*	*	*	*

**Outcome #3:** Number of teachers misassigned

**Metric/Method for Measuring:** As reported on the annual School Accountability Report Card

Applicable Student Groups	Baseline	2025-26	2026-27	2027-28	2028-29	2029-30
Teacher Responses	0	0	0	0	0	0
<b>Outcome #4:</b> LEA rating on “progress in providing professional learning for teaching to the standards/curriculum frameworks” <b>Metric/Method for Measuring:</b> As reported on the annual Local Indicator Self Reflection Tool						
Applicable Student Groups	Baseline	2025-26	2026-27	2027-28	2028-29	2029-30
ELA	4	4+	4+	4+	4+	4+
Math	5	4+	4+	4+	4+	4+
<b>Outcome #5:</b> LEA rating on “progress in making instructional materials aligned to standards/frameworks available in all classrooms” <b>Metric/Method for Measuring:</b> As reported on the annual Local Indicator Self Reflection Tool						
Applicable Student Groups	Baseline	2025-26	2026-27	2027-28	2028-29	2029-30
ELA	5	4+	4+	4+	4+	4+
Math	5	4+	4+	4+	4+	4+
<b>Outcome #6:</b> Student connectedness <b>Metric/Method for Measuring:</b> Percentage of students reporting high rating of “school connectedness” on the California Healthy Kids Survey						
Applicable Student Groups	Baseline	2025-26	2026-27	2027-28	2028-29	2029-30
3-5th Grade Students	75%	80%+	80%+	80%+	80%+	80%+
<b>Outcome #7:</b> Student opinion of school safety <b>Metric/Method for Measuring:</b> Percentage of students reporting high rating of “school safety” on the California Healthy Kids Survey						
Applicable Student Groups	Baseline	2025-26	2026-27	2027-28	2028-29	2029-30
3-5th Grade Students	77%	80%+	80%+	80%+	80%+	80%+
<b>Outcome #8:</b> Access to Enrichment Programs, including STEM or Art <b>Metric/Method for Measuring:</b> Percentage of students participating in STEM/Art Enrichment during the school day						
Applicable Student Groups	Baseline	2025-26	2026-27	2027-28	2028-29	2029-30
K-5th Grade Students	100%	100%	100%	100%	100%	100%

## INSTRUCTIONAL DESIGN

Synergy Charter Academy’s instructional design is fundamentally based upon the belief that all students are capable of learning and succeeding academically at grade level. SCA’s academically



rigorous, standards-based instructional program is site-based, and each class has 20-26 students, depending on grade level. In addition to a classroom teacher, Instructional Assistants provide support with small group and individual instruction, and Resource Teachers provide support both within the context of the general education classroom or within a different setting as needed. SCA shall meet the staffing requirements of Education Code Section 48000(g) in TK classrooms. The Charter School operates during a traditional school year of 180 days. Teachers use a variety of whole group instruction, small group instruction, individual instruction, and independent practice. Synergy Charter Academy meets the required minimum instructional minutes required of charter schools for the grade levels served.

### **Innovative curricular components of the educational program**

Synergy's innovative curricular approaches include the implementation of UnboundEd's GLEAM framework and an intentional focus on STEM education.

The GLEAM framework upholds that students have learning opportunities that are at grade-level, engaging, affirming, and meaningful, which aligns to Synergy's instruction vision that high quality instruction engages students in grade-level learning, affirms who they are, and prepares them to excel academically, socially, and civically.

"The Opportunity Myth," a 2018 report by TNTP (formerly known as The New Teacher Project), advocates for the implementation of four key resources to ensure high-quality education. In alignment with UnboundEd's GLEAM framework and the tenets of culturally responsive teaching advanced by Ladson-Billings and Hammond, TNTP's four resources are:

1. Consistent opportunities to work on grade-appropriate assignments;
2. Strong instruction that lets students do most of the thinking in the lesson;
3. A sense of deep engagement in what they're learning;
4. Teachers who hold high expectations for students and truly believe they can meet grade-level standards.

Synergy creates the conditions for teachers and school leaders to develop the mindsets and planning needed to engage students in work that is at grade-level, affirming them as independent learning and making learning meaningful for students within their social-political context.

The GLEAM framework is a key component of our instructional design because it is rooted in culturally responsive teaching (how we believe learning best occurs) and leads to the outcomes we envision for our students to achieve the goals set out in our definition of what it means to be an educated person in the 21<sup>st</sup> century.

Synergy's STEM education focus aims to provide students with opportunities to explore STEM fields that include engineering and computer science, in addition to the core subjects of Math and Science. Our STEM model is rooted in solving problems using critical thinking, communication, and perseverance. We implement STEM using an integrated approach, infusing a problem-solving mindset throughout the curriculum across all subjects.

### **Key features of the educational program**

Synergy's educational program is based upon the following key features that are designed to support student learning and growth:

- Ensuring academic tasks and texts are **aligned to grade-level** standards
- Engaging students in learning through the use of a variety of strategies that promote **student discourse and collaboration**, as well as **questioning and scaffolding strategies** designed to maintain academic rigor and promote student thinking
- Developing **academic vocabulary**
- **Family engagement** promoted through a variety of workshops and special events, supported through community resources
- Support for the **whole child**, through social emotional learning and counseling support

### **Curriculum and Instruction**

Synergy Charter Academy teaches an academically rigorous curriculum that is aligned to Common Core State Standards ("CCSS"), Next Generation Science Standards ("NGSS"), History-Social Science Framework, English Language Development ("ELD") Standards, and other applicable state content standards (hereinafter, collectively, "State Standards"). While Synergy Charter Academy teaches a well-rounded core curriculum that includes the State Standards for English Language Arts, mathematics, history/social science, and science, it also places a special emphasis on science, technology, engineering, and math ("STEM").

SCA selects curriculum programs on the basis of the program's ability to help students meet or exceed State Standards. Additionally, the materials and programs are evaluated periodically and may be changed or augmented as deemed necessary by the Charter School's staff, so long as the replacement materials or supplementary materials contribute meaningfully to students' pursuit of meeting or exceeding the State Standards.

While SCA's instructional practices draw from the best of all available pedagogy to meet our students' needs, our instructional vision is grounded in the work of Gloria Ladson-Billings and Zaretta Hammond and their writing on culturally responsive teaching. Specific programs, resources, and materials that are used for each subject area are further detailed below.

#### English Language Arts

##### *Core*

Synergy Charter Academy's curriculum for English Language Arts ("ELA") is aligned with the CCSS for reading, writing, listening, and speaking. In the early grades, there is a strong emphasis on providing explicit and effective instruction on all aspects of foundational reading, including concepts of print, phonological awareness, phonics, vocabulary development, syntax, and fluency. Additionally, our curriculum and instruction recognize that students will master these foundational skills at different rates and allow for flexibility in meeting these needs of all students, regardless of the grade level.

CCSS also requires a specific emphasis on text selection. Accordingly, our curriculum focuses on building on students' ability to read increasingly complex texts with a greater focus on

informational text than the past. Instruction includes the use of text dependent questions and tasks so that students will be able to read closely and find evidence to support the knowledge gained from texts. To support this effort, there is also a focus on explicit academic vocabulary instruction that readers will find in all types of complex texts from different disciplines. The ultimate goal is that students will be able to read at an appropriate level of depth and complexity.

Synergy Charter Academy's ELA curriculum addresses the CCSS writing standards by using scaffolded instruction to instruct students in narrative and informative writing. While narrative writing is given focus in early grades, as students progress through the grades, instruction switches focus to asking students to write arguments or informational reports from sources. Instruction requires students to use evidence to support their writing and students are given extensive practice with short, focused research projects.

To address the CCSS speaking and listening standards, Synergy Charter Academy's curriculum will give students opportunities to engage in discussions around grade-level topics and texts and let peers respond with questions and comments. Additionally, instruction includes the use of read-alouds, videos, and recordings to help strengthen students' listening skills.

Synergy Charter Academy uses a combination of curricular resources for ELA instruction to align with the Common Core State Standards for reading, writing, listening and speaking. The ELA core curriculum for grades TK-2 includes Fountas & Pinnell's *Shared Reading* and *Interactive Read Aloud*, and the *Core Knowledge Foundational Skills program*. Grades 3-5 core ELA curriculum is *Wit and Wisdom*.

Synergy Charter Academy employs the use of technology to supplement instruction in ELA with programs that provide differentiated and individualized practice to students. *Lexia CORE5 Reading* provides explicit, systematic, personalized learning in the six areas of reading instruction, targeting skill gaps to build foundational skills in literacy. Synergy also uses *i-Ready's* online lessons for reading, driven by insights from the *i-Ready Diagnostic* to provide tailored instruction that meets student's where they are and encourages the development of new skills. Students in grades K-5 Students in grades 2-5 use the Renaissance Learning *Accelerated Reader* program to support the development of understanding both fiction and non-fiction texts. Students choose a book at their independent reading level and take a quiz on the computer when they have finished reading it. The quiz holds the student accountable for his or her independent reading. Students in K-1 use Learning A-Z's program, *Raz Kids*. *Raz Kids* provides an online library of over 500 books across 29 reading levels and encourages critical thinking, close reading skills, and the reading and writing connection with interactive tools and constructed response quiz questions. Teachers have the option of assigning a self-paced book level assignment or creating a custom assignment. They can also review reports, listen to student recordings, and send messages to their students. Applications on iPads are also used to help students who have struggled to learn their foundational skills and to challenge students who have mastered the basic skills.

## Mathematics

### *Core*

Synergy Charter Academy uses *i-Ready Classroom Mathematics* in grades K-5. The *i-Ready Classroom Mathematics* curriculum aligns with the Common Core State Standards and is a core

mathematics curriculum that focuses on student learning through problem solving and helps students become strong, independent mathematical thinkers.

The program provides accessibility to all students and allows students to take ownership of their own learning. Students have numerous practice opportunities to build conceptual understanding, procedural fluency, and application. The program blends both purposeful print and digital components, increasing student accessibility and engagement. The Student Digital Experience includes a digital version of the Student Worktext, Family Resource Center, Diagnostic assessment, Digital Math Tools, Interactive Learning Games, and teacher-assigned Interactive Practice and assessments. Teachers can access in-depth reports that enable them to make instructional decisions to maximize student learning. The curriculum may be modified or adapted by teachers with other materials to better meet the needs of students.

Synergy Charter Academy employs the use of technology to supplement instruction in Mathematics. Students in grades K-5 use the CCSS aligned *ST Math* program (also known as *Jiji*) created by MIND Research Institute. *ST Math* is game-based instructional software designed to boost math comprehension and proficiency through visual learning. It is designed to be intuitive and free of language, which enables immediate engagement for students regardless of math or language proficiency. For each puzzle, *ST Math* animates the visual representations of math to provide immediate, instructive feedback. These programs deepen students' conceptual understanding of grade-level topics and math facts and provide teachers with an instructional tool to further mathematical communication and discussion in their classrooms. Students in grades 2-5 also use Cambium Learning's *Reflex* program. *Reflex* helps students of all ability levels to develop fluency with their basic facts in addition, subtraction, multiplication, and division. The system is based on a fact family approach that builds on and reinforces important mathematical concepts such as the commutative property and the relationship between the operations. When students understand the conceptual connections between facts, their progress to automaticity is accelerated. It is highly adaptive and individualized so that students of all ability levels have early and ongoing success. Applications on iPads are also used to help students who have struggled to learn their foundational skills and to challenge students who have mastered the basic skills. Synergy also uses *i-Ready's* online lessons for math, driven by insights from the *i-Ready Diagnostic* to provide tailored instruction that meets student's where they are and encourages the development of new skills.

## History/Social Science

### *Core*

Synergy Charter Academy's History/Social Science curriculum is based on the State Standards and incorporates the CCSS standards for English Language Arts to assist in developing literacy skills in reading, writing, listening, and speaking. Teacher developed curriculum focuses on using thematic, literacy-based units that reflect the standards of those grade levels. Teachers use fiction and nonfiction texts to provide background knowledge, develop core and academic vocabulary, and build comprehension skills and strategies. In grades 2-5, students also begin to analyze primary resources and use document-based questions for short constructed responses. Field trips are incorporated to help link the classroom to the real world. For example, when fourth grade students read about the California gold rush, they also visited the Museum of the American West and actually panned for gold. The curriculum is based on the following themes:

K – Living and Working Now and Long Ago

1 – A Child’s Place in Time and Space

2 – People Who Make a Difference

3 – Continuity and Change

4 – California: A Changing State

5 – United States History and Geography: Making a New Nation

Students make use of technology in History/Social Science as they begin to use the Internet to research topics, discover other perspectives, and gain a greater depth of knowledge on a particular subject. Students begin to gain an understanding of how to deem a source credible to cite as evidence.

## Science

### *Core*

Synergy Charter Academy began using the *Amplify Science* curriculum in the 2021-22 school year. *Amplify Science* curriculum is based in UC Berkeley’s Lawrence Hall of Science’s *Do, Talk, Read, Write, Visualize* model of learning, a research-based approach that presents students with multiple modalities to engage with the NGSS. Units are rooted in relevant, real-world problems that engage students in investigating scientific phenomena through collaboration and discussion. Students work together to develop models or explanations in order to arrive at solutions.

The science curriculum blends hands-on investigations, literacy-rich activities, and interactive digital tools to empower students to think, read, write, and argue like real scientists and engineers. Interactive digital simulations allow students to explore scientific phenomena that might otherwise be challenging to investigate because they are too small, large, slow, distant, dangerous, or difficult to manipulate directly. Examples of grade level units include “Pushes and Pulls” in Kindergarten, “Animal and Plant Defenses” in 1st grade, “Changing Landforms” in 2nd grade, “Balancing Forces” in 3rd grade, “Energy Conversions” in 4th grade, and “The Earth System” in 5th grade.

### **Intervention and enrichment programs**

Synergy Charter Academy monitors student progress through a variety of ways, including the iReady diagnostic assessments. Students may receive intervention support within the general education classroom, through one-on-one and small group instruction. Instructional Assistants may assist classroom teachers to support individual learning needs. Additionally, targeted intervention may be provided in a different setting, either during or after the school day. Intervention is targeted at meeting individualize learning needs of students. Academic growth and progress are monitored to ensure that interventions are effective.

SCA provides enrichment activities for students through special programs and field trips to gain first-hand experience of concepts in areas such as science, history, technology, engineering, and the arts. With the addition of the statewide Expanded Learning Opportunity Program, SCA provides a robust expanded learning program open to all students to provide enrichment and extracurricular activities after school and during school breaks.

SCA may allow students to participate in “short-term” independent study based on extraordinary circumstances which would prevent the pupil from attending in-person instruction, consistent with Synergy’s Independent Study Policy and in compliance with the requirements of Education Code Section 51745, et seq.

### **Instructional methods and strategies**

Synergy employs a number of instructional methods and strategies aimed at engaging students in learning and providing access to grade-level content and tasks. Instructional methods and strategies may include:

- *Ignite, Chunk, Chew, Review* are four macro-level instructional strategies identified by Hammond (2015) that are based in neuroscience and aim to get the brain’s attention, make information more digestible, actively process new information, and apply new learning. Many other strategies listed below support various aspects of this overarching strategy.
- *Direct Instruction* using a Gradual Release of Responsibility Model has been documented as an effective approach for improving literacy achievement (Fisher & Frey, 2007), reading comprehension (Lloyd, 2004), and literacy outcomes for English language learners (Kong & Pearson, 2003). The four interactive components of the gradual release include Orientation and Presentation or “I Do,” Structured and Guided Practice or “We Do,” and Independent Practice or “You Do.”
- *5 E’s inquiry-based learning model* sequences lessons using five steps: Engage, Explore, Explain/Guided Instruction, Elaborate/Practice, and Evaluate/Closure.
- *Cooperative Learning* is recommended by Marzano (2001), particularly when cooperative group strategies are applied systematically. Kagan Cooperative Learning Structures are designed to increase student engagement by promoting teamwork and accountability for participation from all students.
- *Graphic Organizers*, such as Thinking Maps, the Frayer Model and other non-linguistic representations, allow students to represent and elaborate on knowledge using mental images. Teachers and students may use a variety of graphic organizers, physical models, mental pictures, pictures and pictographs, and kinesthetic activities to produce non-linguistic representations of knowledge in the minds of students (Marzano, 2001).
- *Setting Objectives and Providing Feedback* (as described by Marzano, 2001) can be used to narrow what students focus on and feedback is most effective when it is timely, specific, and “corrective” in nature. Hammond (2018) echoes the importance of instructional feedback that is timely and specific, and cites that “the very act of reviewing and applying feedback stimulates the growth of neurons and dendrites in the brain.”
- *Encouraging high-level student discourse* (as described by Bambrick-Santoyo, 2016) can be done through a variety of techniques, including providing universal and strategic prompts, building habits of discussion, and going conceptual.
- *Show-call* (as described by Bambrick-Santoyo, 2016) is a technique used to build a culture of revision in which a student work sample is shared and students are asked through guided discussion to evaluate and critique the response.

### **Student Use of Technology**

At Synergy, students use technology as a tool for learning. Online applications may be used to supplement learning by providing targeted skills practice at a student’s independent learning level.

Students may learn how to use online resources for research, analyzing sources and materials to evaluate the reliability of claims and evidence. Technology is also used as a means to communicate learning and ideas, through the creation of various media, including documents, presentations, videos. Our goal is for students to become creators, in addition to consumers of media.

SCA uses the i-Ready diagnostic assessment to monitor student academic progress throughout the school year. The online adaptive assessment helps to prepare students to take computer-based state standardized assessments.

### **Transitional Kindergarten**

At Synergy Charter Academy, Transitional Kindergarten is the first year of a two-year kindergarten program. In alignment with the state of California's Universal TK initiative, SCA uses a modified kindergarten curriculum that is age and developmentally appropriate and aligned to the California Preschool Learning Foundations. The goal of TK is to prepare students to meet the Common Core State Standards for Kindergarten by the end of the two-year Kindergarten program. There is a strong emphasis on social-emotional development and building academic foundations in language, literacy, and mathematics, as well as English Language Development. Synergy follows guidelines set by the state of California regarding enrollment ages for students in TK/Kindergarten. The Charter School shall comply with all applicable requirements in Education Code Section 48000.

### **Academic Calendar and Schedules**

Synergy Charter Academy operates a traditional school year calendar of 180 school days, and a traditional school day. Below is the Charter School's proposed school year calendar for 2025-26.



## Synergy Charter Academy 2025-26 Calendar (DRAFT)

July 2025						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2025						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 2025						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2025						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November 2025						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December 2025						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January 2026						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February 2026						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2026						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2026						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2026						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2026						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

  First Day of School/Last Day of School

  No School

  No School/Office Closed

  Pupil Free Day (4)

  Contractual Days for Teachers/Supplemental Pay (3)

  New Staff/New Teacher Training (contractual) (2)

  Regular Instructional Day

  Early Release Day

  Minimum Day

July 4: Independence Day

September 1: Labor Day

Oct 6-10: Fall Break

November 11: Veterans Day

November 24-28: Thanksgiving Break

December 15-January 2: Winter Break

January 19: Martin Luther King Jr. Day

February 16: Presidents' Day

March 27: Cesar Chavez Day Observed

March 30-April 3: Spring Break

May 25: Memorial Day

June 19: Juneteenth

Total Instructional Days:  
180



Below is a comprehensive set of sample daily schedules, including schedules for regular, early dismissal, and minimum days.

<b>REGULAR SCHOOL SCHEDULE GRADES TK/K-2</b>	
7:52am	Warning Bell
8:00am – 10:05 am	Reading/Language Arts, including Designated ELD
10:05am – 10:25am	Recess
10:25am – 12:10pm	Math
12:10am – 12:30pm	Lunch Recess
12:30pm – 12:55pm	Lunch
12:55pm – 2:25pm	Science/Social Studies/SEL, including Integrated ELD
2:25pm	Dismissal

<b>EARLY DISMISSAL SCHEDULE GRADES TK/K-2</b>	
7:52am	Warning Bell
8:00am – 10:05 am	Reading/Language Arts, including Designated ELD
10:05am – 10:25am	Recess
10:25am – 12:10pm	Math
12:10am – 12:30pm	Lunch Recess
12:30pm – 12:55pm	Lunch
12:55pm – 1:30pm	Science/Social Studies/SEL, including Integrated ELD
1:30pm	Dismissal

<b>REGULAR SCHOOL SCHEDULE GRADES 3-5</b>	
7:52am	Warning Bell
8:00am – 9:40am	Reading/Language Arts, including Designated ELD
9:40am - 10:00am	Recess
10:00am – 11:15am	Math
11:15am – 11:35am	Lunch Recess
11:35am – 12:00pm	Lunch
12:00pm – 2:25pm	Science/Social Studies/SEL, including Integrated ELD
2:25pm	Dismissal

<b>EARLY DISMISSAL SCHEDULE GRADES 3-5</b>	
7:52am	Warning Bell
8:00am – 9:40am	Reading/Language Arts, including Designated ELD
9:40am - 10:00am	Recess
10:00am – 11:15am	Math
11:15am – 11:35am	Lunch Recess
11:35am – 12:00pm	Lunch
12:00pm – 1:30pm	Science/Social Studies/SEL, including Integrated ELD
1:30pm	Dismissal

<b>MINIMUM DAY SCHEDULE GRADES TK/K-5</b>	
7:52am	Warning Bell

8:00am – 9:30am	Reading/Language Arts, including Designated ELD
9:30am - 10:00am	Bruch/Recess
10:00am – 12:00pm	Math/Science/SS/SEL, including Integrated ELD
12:00pm	Dismissal

## Annual Instructional Minutes

Grades	Grades Offered	Number of Regular Days	Number of Instr. Minutes Per Regular Day	Number of Early Dismissal Days	Number of Instr. Minutes Per Early Dismissal Day	Number of Minimum Days	Number of Instr. Minutes Per Minimum Day	Number of [Other] Days	Number of Instr. Minutes Per [Other] Day	Total Number of Instr. Days	Minutes Req'd Per State Law	Total Number of Instr. Minutes	Number of Instr. Minutes Above/Below State Req't.
TK/K	Yes	140	320	39	265	1	210			180	36000	55345	19345
1	Yes	140	320	39	265	1	210			180	50400	55345	4945
2	Yes	140	320	39	265	1	210			180	50400	55345	4945
3	Yes	140	320	39	265	1	210			180	50400	55345	4945
4	Yes	140	320	39	265	1	210			180	54000	55345	1345
5	Yes	140	320	39	265	1	210			180	54000	55345	1345
6	No									0	54000	0	-54000
7	No									0	54000	0	-54000
8	No									0	54000	0	-54000
9	No									0	64800	0	-64800
10	No									0	64800	0	-64800
11	No									0	64800	0	-64800
12	No									0	64800	0	-64800

## Professional Development

Synergy Charter Academy uses an on-going program of professional development that engages in capacity building to ensure that teachers have the skills to deliver the Charter School's instructional program. SCA works to develop and support its teachers through the Synergy Performance and Professional Growth Model, Professional Learning Communities ("PLC"s), as well as more traditional professional development sessions, conferences and outside trainings.

Synergy's Performance and Professional Growth Model aims to create an atmosphere where all of our employees feel as if they are part of a team, that they are successful at what they do, and they are supported and listened to. As part of that goal, SCA implements a professional growth and evaluation model with respect to job execution and professional development. Feedback and coaching for teachers consists of:

- Clarifying and setting goals
- Identifying training, resources, and other supports to address goals
- Measuring and monitoring performance in relation to those goals based on observable evidence
- Addressing performance problems should they arise

Synergy Charter Academy believes that this model is the most effective way to enhance organizational culture, team performance, and individual outcomes. Teachers receive support in a variety of ways to assist them in their professional growth. All teachers will meet with their school principal, or other school administrator designated to provide performance feedback and

professional growth support, at the beginning of the school year to set goals and identify supports as part of a Professional Growth Plan with regard to one or more of the following areas:

- Classroom Management/Learning Environment
- Planning and Preparation for Student Learning
- Delivery of Instruction/Service
- Monitoring, Assessment, and Follow-Up
- Professional Responsibilities

Synergy Charter Academy also provides new teachers who possess a preliminary credential support to clear their credential through a new teacher induction program.

Professional Learning Communities are groups of teachers who meet regularly as a team to further their own professional growth and development, leading to improved student outcomes. In PLCs, educators work together to clarify the following critical questions in order to ensure that all students learn at high levels:

- What do we want all students to learn?
- How will we know when each student has learned it?
- What will we do when a student has not learned it yet?

Throughout the year, each PLC will determine its goals and action plans based on the needs and priorities of their PLC. During team meetings, PLC members will focus on one or more of the following topics throughout the year:

- Identify and clarify the essential learning outcomes or standards of their subject, grade, or course and build horizontal and vertical alignments when needed
- Develop common formative assessments designed to monitor the learning of each student in a timely and frequent manner
- Collaboratively analyze and use the results of assessments to:
  - Share and identify powerful instructional strategies
  - Reflect on and improve individual practice and the team's effectiveness
  - Build the team's capacity to achieve its goals
  - Intervene on behalf of students

In addition, PLCs may also analyze current levels of achievement, set achievement goals, identify essential and valued student learning, develop common formative and common summative assessments, share strategies, and research best practices. The expectation is that this collaborative effort will produce ongoing improvement in student achievement.

Other professional development sessions are held to develop shared understanding and create an atmosphere of professional dialogue about various issues. In addition to leveraging Synergy's in-house expertise, Synergy Charter Academy also arranges for training from a variety of outside providers. Whenever possible, professional development will be provided by the education representatives from the textbook publishing companies and/or by content area experts (guest speakers) on how to use and teach the specific instructional programs selected by the Charter

School. Experienced teachers and the administrators also lead professional development based on their personal teaching experiences, research, and observations.

Synergy Charter Academy designates funds for staff to attend conferences and outside training as well. Over the last few years, teachers, administrators, and staff have attended a variety of conferences and trainings, such as:

- UnboundEd Standards Institute, Equity Influencer Residency Program, and Learning Walks
- Learning Forward Annual Conference
- California Charter School Association Annual Conference
- Charter Schools Development Center Annual Leadership Update
- UnidosUS Annual Conference

Additional details of the Charter School's professional development plan and specific professional development providers are determined throughout the year based on the students' and teachers' needs. Below is a sample professional development schedule for the first year of the new charter term:

- *August/September:* SMART Goal Setting, Classroom Management and Developing School Culture, Synergy Charter Academy Policies and Procedures, state and federal requirements, such as mandated child abuse reporting, etc., overview of instructional materials and programs, review of key instructional strategies, including Teach Like a Champion, Kagan Cooperative Learning Structures, and the Frayer Model.
- *October:* Differentiating Instruction to Meet Diverse Students' Needs, including Supporting Special Education Students, Strategies to Meet the Needs of English Learners, and Positive Behavior Supports
- *November:* Understanding and Using Data to Drive Instruction, ensuring that lessons and assessments include activities that cover all four levels of Depth of Knowledge
- *December:* Preparing for the Mid-Year Break and Getting Back on Track (self-reflection and planning for the remainder of the school year)
- *January/February:* SBAC Block Assessments and Data Analysis, SMART Goal Setting, Culturally Responsive Teaching
- *March/April:* Data Analysis, identifying key standards to review/reteach
- *May/June:* Closing the School Year, Analysis of Yearlong Data and Academic Growth, Reflection and Planning for Next Year

Additionally, professional development is adjusted annually to account for any new legal requirements, as applicable.

### **Teacher Recruitment**

Synergy Charter Academy looks to recruit educators to join us in developing the next generation of problem solvers. As stated in the Rand Corporation's 2019 report Teachers Matter, "research suggests that, among school-related factors, teachers matter most." For this reason, Synergy seeks to recruit highly motivated, qualified teachers who are passionate about Synergy's mission, desire to work in collaboration with colleagues, and believe that every student can succeed at the highest

levels. Synergy participates in various teacher recruitment fairs and events, and actively posts open job positions online. Synergy's HR staff support with review of resumes and initial screening calls. Synergy Charter Academy's Principal and teacher leaders participate in other aspects of the hiring process, which generally include an in-person interview and lesson demonstration. While current teachers may also participate in the interview process, the School Principal is ultimately responsible for hiring teachers and other Charter School staff. Additionally, Synergy's Teacher Pathway Program supports classified staff members to earn a teaching credential to fill teacher vacancies with a Synergy school. This has proven to be an effective program that provides valuable training and credentialing support to dedicated Synergy staff members, while filling vacancies with staff who are already familiar with Synergy's instructional program, students, and families.

Synergy Charter Academy supports all new teachers by connecting them with experienced staff members and hosting Orientation and New Teacher Training before each school year starts. New teachers are also provided with additional support and/or training as needed, including support to complete a new teacher induction program.

## **MEETING THE NEEDS OF ALL STUDENTS**

### **English Learners**

The Charter School will meet all applicable legal requirements for English learners, including Long-Term Els and students at risk of becoming Long-Term ELs, as it pertains to annual notification to parents, student identification, placement, program options, English language development and core content instruction, teacher qualifications and training, re-classification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. The Charter School will implement policies and procedures included in the Synergy Academies Master Plan for English Learners to ensure proper placement, evaluation, and communication regarding ELs and the rights of students and parents.

#### **Identification**

Accurate identification of English learners is foundational for ensuring appropriate placement and instruction. Synergy will take the following steps to support the proper identification of English learners:

1. Utilize the Home Language Survey to determine next steps for assessment: Upon initial enrollment in a California public school, parents/guardians are asked to complete a Home Language Survey ("HLS") indicating which language the child first learned to speak and which language the child and family speak most frequently at home. Parent/guardian responses of any language other than English to the first three questions on the Home Language Survey identify the student as a possible English learner, and the student is identified as "To Be Determined" ("TBD") in the student information system. This includes responses of English/another language (e.g., English/Spanish, English/Japanese). Parents of students who are labeled TBD will be notified in writing of the need to administer the Initial English Language Proficiency Assessments for California ("ELPAC"). If parents feel that they completed the HLS in error, they may request a correction at the Charter School site prior to the administration of the Initial ELPAC language assessment. The site administrator will provide a new HLS to the parent/guardian.

2. Verification of Initial Enrollment: A student identified as “TBD” in the student information system will be cross-referenced in the state’s database (CALPADS) by Synergy’s Data and Communication Manager to verify that the student does not already have an English Language Acquisition Status (“ELAS”) based on prior enrollment in another California public school. An existing HLS takes precedence over any subsequently submitted documentation.

3. Administer the Initial ELPAC to determine English proficiency level: The Initial ELPAC must be administered to newly enrolled students in a California school within thirty (30) calendar days of enrollment. Students who are identified as English learners must be assessed annually with the Summative ELPAC, beginning in the initial year of identification, until they are reclassified. Students whose disabilities prevent them from taking one or more parts of the Initial ELPAC must be assessed using an alternative ELPAC assessment to establish their initial language proficiency status.

4. Review cumulative folders of newly enrolled students: Charter School staff will request the cumulative folder from previous schools for any student who is transferring to a Synergy school from another school within the United States. Site staff will review the cumulative folder for any additional information to assist in placement of the student. However, identification information from outside of California cannot be used in place of an HLS and an Initial ELPAC score for determining English language acquisition status. Details in the cumulative folder from a California school related to ELAS must be verified in CALPADS prior to entering in Synergy’s student information system.

5. Use state guidelines to identify English learners: Students new to Synergy and new to California public schools will be identified as either an English learner or as Initial Fluent English Proficient (“IFEP”) based on the Initial ELPAC score.

6. Inform parents/guardians regarding the English language identification and assessment process: Parents will receive an initial notification letter within thirty (30) calendar days of the Initial ELPAC administration notifying parents of their child’s results and their ELAS, either IFEP or EL.

### Instructional Programs and Placement

Synergy is committed to ensuring that all English learners attain high levels of proficiency in both English language and grade level content across subject areas. English learners have access to rigorous, standards-aligned instruction in content and English Language Development. English learners receive integrated ELD across content areas and designated ELD during a protected time of the day. Academic content is taught in concert with ELD standards. Essential to students’ academic success is ensuring that all English learners have a welcoming and supportive learning environment where language difference is celebrated, bilingualism is valued, ELD is taught throughout the day, and students of all language levels can thrive. The following are core features across instructional programs for English learners:

- Educators hold high expectations for English learners
- Classroom and school climates are affirming of students’ linguistic and cultural differences, inclusive, and safe
- English learners are provided access to the full curriculum across all content areas and programs

- Instruction is responsive to students’ language needs and differentiated to maximize student learning
- Integrated and designated ELD are taught each day; ELD is integrated throughout content areas
- Home language is valued and, as often as possible, used as a foundation for learning experiences
- Instructional materials used to support ELD are standards-based, rigorous and intellectually engaging; materials are aligned with students’ language levels (Emerging, Expanding, Bridging) and are used to support both content and language development
- English learner progress is monitored and timely feedback on performance is communicated to students and parents/guardians

*Structured English Immersion (“SEI”)*: Elementary students in grades TK/K-5 participate in Structured English Immersion classrooms wherein integrated ELD is provided by the classroom teacher throughout the instructional day and across all content areas. Teachers build upon State Standards in ELA and ELD to provide direct instruction and practice in English language development. Instruction is differentiated to accommodate students’ diverse language levels as identified by state and local measures. Designated ELD is also provided during a protected time of the day by the classroom teacher. Teachers use research-based instructional strategies coupled with lessons and resources from approved instructional materials to provide direct instruction in both integrated and designated ELD throughout the instructional day. ELD standards and resources, including ELA/ELD Curriculum Guides, are available to teachers.

*Supplemental English Language Development Intervention Support (Elementary)*: Synergy recognizes that at the elementary level some English learners may require additional supplemental support to meet language and content standards. To this end, English learners in Grades 4 and 5 who are at risk for becoming Long-Term English Learners may receive additional supplemental language intervention support to accelerate their language and literacy achievement. This instruction is provided by certificated teachers with content expertise in language and literacy.

Students qualify for this supplemental support based on their performance on assessments measuring language proficiency (e.g., ELPAC) and literacy proficiency (e.g., CAASPP). This progress of English learners who participate in supplemental ELD classes is closely monitored. Classroom teachers administer formative and summative assessments at regular intervals to track student progress. Students’ placement in supplemental ELD intervention is evaluated three times yearly during data team meetings, and students are assessed for readiness to exit the language intervention program and/or continue with language support.

### ELPAC Testing

As stated above, all students who indicate that their home language is other than English will be tested using the English Language Proficiency Assessments for California. 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 California ELD Standards. The ELPAC initial assessment (“IA”) will be administered assessment in English will take place within thirty (30) school days of enrollment. The Summative Assessment testing 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 (30) days of receiving results from the publisher. The ELAPC shall be used to fulfill the requirements under the Every Student Succeeds Act for annual English proficiency testing.

### Instructional Strategies

Instructional strategies to support English Language Development are anchored in research-based best practices and State Standards in ELA and ELD. A primary focus of instructional strategies is to facilitate academic discourse (both in spoken and written form) and promote meaningful social interaction. Examples of instructional strategies include:

- Specially Designed Academic Instruction in English (“SDAIE”)
- Structured Instruction Observation Protocol (“SIOP”)
- Direct instruction, modeling and practice with Academic Language Development including vocabulary, syntax, and grammar
- Structured, intentional partnering and grouping of students
- Anchor charts for core content
- Visuals and related material
- Total Physical Response
- Graphic Organizers (e.g., Thinking Maps)

### Reclassification

Students initially identified as English learners are reclassified as Fluent English Proficient (“RFEP”) when they meet criteria set forth by Synergy and the state. The four reclassification criteria identified by the California Department of Education are: assessment of English language proficiency, performance on state and/or district academic assessments, teacher evaluation of curriculum mastery, and parent opinion and consultation. Synergy has developed guidelines that align with the state recommendations. The guidelines are:

- An overall scale score of 4 on the most recent Summative ELPAC,
- A score of Meets Standards or Exceeds Standards on the English Language Arts section of the California Assessment of Student Performance and Progress (CAASPP), **OR** i-Ready diagnostic score within grade level band, **OR** i-Ready diagnostic lexile level of basic or higher
- Teacher evaluation (elementary report card scores averaging 2.5 or higher for ELA)
- Parent consultation and notification

English learners with disabilities will follow the same methods for identification and reclassification while adhering to appropriate testing accommodations and/or modifications listed in their IEPs. In addition to the aforementioned criteria for reclassification, the IEP team should also determine if an EL with a disability has met the English Language Development goal(s) in their IEP.



### Monitoring and Evaluation of ELs, LTELs, and RFEPs

Regular and documented progress monitoring is essential to ensuring that English learners achieve language and grade-level proficiency and are eligible for reclassification. To this end, English learners are monitored regularly throughout the school year through formative and summative assessments in language and literacy. Every certificated teacher who has English learners in their class is responsible for monitoring and documenting EL progress. The academic progress of EL students who have been reclassified as Fluent English Proficient is monitored and documented twice yearly.

### Monitoring and Evaluation of Program Effectiveness

The Charter School regularly reviews schoolwide data, including the following, to monitor and evaluate the effectiveness of the EL program and ELD instruction:

- Individual student improvement on the ELPAC test from year to year
- Individual student improvement on the CAASPP from year to year in grades 3-5
- Individual student improvement on the i-Ready diagnostic assessment from year to year in grades K-12
- School-wide RFEP rate
- School-wide CAASPP sub group reports for grades 3-5

The results of this evaluation will inform professional development needs, as well as the overall effectiveness of our materials and instruction to ensure we are meeting the needs of our English learners.

### **Gifted and Talented Students and Students Achieving Above Grade Level**

#### Identification

Gifted and talented students are identified upon enrollment based on enrollment information and prior school records. Students not yet identified upon enrollment can be referred for assessment based on proficiency on CAASPP assessment results, report card grades, and/or teacher referral. A Student Success Team meeting that includes the student and the parent will determine if the student will be eligible for testing. If eligible, Synergy will contact the LAUSD Charter School's office to start the fee-for-service process before a referral can be submitted for students to be assessed. Students achieving above grade level may be identified by analyzing standardized test scores, report card grades, and/or teacher referral.

#### Meeting the Educational Needs

Since Synergy Charter Academy has the responsibility of assuring that all students' educational experiences are rigorous, teachers are prepared to provide additional challenges for these students even though Synergy Charter Academy's research-based curriculum is already academically demanding. Teachers may use a variety of strategies to ensure that the needs of all students, including those achieving above grade level, are being met. These strategies may include using different text levels in independent reading and guided reading instruction, appropriate and flexible grouping, and assigning challenge problems for early finishers. Additionally, one of Synergy Charter Academy's key strategies is to support the development of academic vocabulary in order to help students gain confidence with more academically demanding tasks. This strategy works well with both academically high achieving students and the general student population.

### Monitoring Progress

Synergy Charter Academy uses its student information system to monitor the progress of gifted and talented students and students achieving above grade level through data analysis of available external assessments such as CAASPP, ELPAC, and at each reporting period based on subject grade performance as well as internal assessments, such as the i-Ready Diagnostic assessment. The School Principal takes the lead in monitoring progress for student groups. Parents may contact the School Principal regarding GATE.

### **Students Achieving Below Grade Level**

#### Identification

Synergy Charter Academy uses assessments such as the i-Ready Diagnostic assessments to identify students who may be at risk of achieving below grade level. Additionally, teachers, administrators, support staff, and parents may identify students who need additional interventions at any time, or students may self-refer.

#### Meeting the Educational Needs

SCA meets the needs of these students using a Multi-Tiered System of Support (“MTSS”) model. Tier I provides the primary prevention of more intensive interventions with high quality instruction that meets the needs of most students. A classroom teacher may identify students who need additional help and differentiate instruction and implement additional strategies. For students with low diagnostic scores, or for students who are not responding positively to classroom interventions, that student may be referred for a Student Success Team (“SST”) meeting. By examining student health, attendance, work and study habits, behavior, and/or language needs, the SST will determine if and what tier two interventions may be necessary to support the student’s academic and social-emotional development. The SST can be comprised of teachers (both general education and special education), parents, administrators, and the student, and they are responsible for development a plan for the student’s progress. An action plan may include modifications and supports to be provided by the teacher, small group instruction within the classroom setting, after school tutoring and intervention, as well as other intervention strategies for families to implement at home or outside of school. If at the initial SST meeting, or during follow up SST meetings to discuss student progress, the team determines that a student should be assessed for a possible learning disability, then the SST would consider tier three interventions. At the Tier III level, the SST meeting would review all information regarding Tier I and Tier II interventions and outcomes with the parent and discuss if the child meets criteria to evaluate for additional support with special education services or through a 504 evaluation.

#### Monitoring Progress

Students achieving below grade level are monitored in a variety of ways. Those who are receiving in class interventions are monitored by the classroom teacher(s) to ensure the effectiveness of the support. If the modifications and/or supports are not leading to improvement within several weeks, the student may be referred for an SST meeting. The plan developed by the SST includes short-term goals and benchmarks based on the student’s needs with a specific support plan and interventions in place to address academics and/or social-emotional needs. Generally, a six-week follow up meeting is held to analyze the progress of the student by looking at progress in areas such as attendance, grades, sample work, and behavior. The monitoring of student progress

determines if the supports are effective, need to be modified, or if additional supports need to be put in place.

## **Socioeconomically Disadvantaged Students**

### Identification

Socioeconomically disadvantaged students are identified both upon enrollment and on an annual basis. Identification takes place annual with parent competition of the free or reduced-price meal eligibility application for the National School Lunch Program, and/or alternative income verification forms completed by each household annually.

### Meeting the Educational Needs

Given that typically over 95% of Synergy Charter Academy students qualify for free- or reduced-price meals, SCA operates a schoolwide Title I program. Synergy Charter Academy's main mission is to empower socioeconomically disadvantaged students and therefore, its instructional methodology and program are carefully created and chosen with this population in mind. Synergy Charter Academy's educational program is designed so that all students have access to the regular grade-level curriculum, including providing all students with access to technology. There will also be opportunities for students to obtain either intervention help during the regular school day or an accelerated curriculum during the regular school day for students who are ready for more challenging work. Additionally, after school intervention and/or summer school may be provided for students who are academically behind. Synergy Charter Academy also plans multiple field trips throughout the school year in order to provide socioeconomically disadvantaged students with firsthand experience outside of the classroom in order to strengthen their "cultural currency" that will enhance their understanding of their grade-level curriculum inside the classroom. Technology access for students increases student engagement and allows students to be not only consumers of technology, but producers as well. Parent education and involvement is encouraged and parents take an active role in the education of their child by attending a variety of events including parent/teacher conferences, informational meetings, and parent empowerment workshops.

### Monitoring Progress

The progress of socioeconomically disadvantaged students is tracked alongside the school's general performance monitoring of all students schoolwide, as well as individually. Progress is reviewed based upon the results of the i-Ready Diagnostic assessments, external assessments such as the CAASPP and ELPAC, and at each reporting period based on report card grades.

## **Students with Disabilities**

NOTE: The District Required Language contains all provisions that address matters related to students with disabilities and special education.

## **Students in Other Subgroups**

Synergy students in foster care as well as students experiencing homelessness will be identified by information provided in their enrollment packet and through the annual residency survey, or throughout the year by Charter School personnel and through coordination activities with other entities and agencies. The designated School Liaison will work with school administrators, counseling staff, and other Charter School personnel to identify and coordinate support services these students may need, including whether the services are to be provided by the Charter School

and/or by outside agencies. Additional supports may be provided to these students, including providing necessary materials and supplies, including hotspots for internet access, assistance with transportation and school appropriate clothing that adheres to the Charter School dress code. The Charter School administrator and designated Charter School Liaison for foster students and students experiencing homelessness will monitor the progress of students in these subgroups through data analysis and student/parent feedback.

## **A TYPICAL DAY**

On a typical day at Synergy Charter Academy, visitors will see students eager to learn, on-task, and engaged in rigorous, standards-based instruction in a rich, connected curriculum that teaches multiple subjects. Teachers will be seen implementing a variety of teaching methodologies while administrators and support staff will be visibly present and involved in the day-to-day operations of the school. The Charter School gates open at 7:30 in the morning, and parents and students make a concerted effort to arrive before the school day officially begins at 8:00 a.m. Students say, “Good morning,” and greet the Charter School staff supervising the yard. The school day starts with the morning assembly when the first bell rings at 7:52. A student leads the entire school community in The Pledge of Allegiance. The students are dismissed and upon entering their class, they recite The Learner’s Creed (by Ernestine Mitchell) and The Synergy Creed (by Dr. Randy Palisoc):

### **The Learner’s Creed**

**I believe in myself and my ability to do my best at all times.**

**I am responsible for my life and for all my actions.**

**I will listen, I will see,**

**I will speak, I will feel,**

**I will think, I will reason,**

**I will read, I will write . . .**

**I will do all of these things**

**With one purpose in mind . . .**

**To do my best and to not waste this day**

**For this day will not come again.**

### **The Synergy Creed**

**At Synergy, we're all in this together**

**because together we are better.**

**We bring out the best in each other**

**and in ourselves**

**every day in every way.**

Students proceed to their classrooms and ready to learn and instruction promptly starts when the second bell rings at 8:00 a.m. Students may begin their day with a morning routine in their classroom that includes oral language development and an English Language Arts block that includes phonics, reading, and writing. Synergy Charter Academy firmly believes that becoming proficient readers is the most important outcome for elementary school students. For this reason, explicit, direct instruction in phonemic awareness and phonics coupled with dictation and fluency practice is the hallmark of our TK-2<sup>nd</sup> grade language arts instruction. In the upper grades, the use

of a rigorous ELA curriculum focuses on both knowledge building and skill building while exposing students to diverse texts and perspectives which will help students meet the standards while also developing a joy of reading and writing. Teachers deliver instruction of a rigorous language arts curriculum through guided practice, collaborative learning, and independent practice.

Students are engaged during recess, playing games and activities facilitated by support staff on the playground, and student return to class ready to learn. Math instruction is also an important part of the school day. Again, a rigorous, standards-aligned curriculum is delivered using multiple teaching strategies. Strong direct instruction is delivered daily and is then followed by small group instruction which enables teachers to meet students at their level and reteach or enrich based on data. Students use math manipulatives in addition to technology that leads them on a path to proficiency and growth.

In addition to the Charter School's emphasis on language arts and math, Synergy Charter Academy also believes that the key to improving students' academic achievement is to teach a well-rounded, standards-based curriculum that also includes science and history-social science, with an additional emphasis on STEM. The use of a phenomenon-based science curriculum provides opportunity for hands-on investigations and literacy-rich activities that encourage students to think like scientists. With a 1:1 ratio of either iPads or laptops, computer literacy and productivity is integrated throughout the day in all grades. Students may end the school day with a read-aloud or workshop time in which they may participate in small groups working with the classroom teacher or instructional assistant.

A typical day for students may also extend beyond the regular school day, as all students are invited to participate in the Charter School's expanded learning opportunity programs, which include a daily after school program, as well as a variety of enrichment classes, such as art, karate, and music.

## **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**

Please refer to the LCFF State Priorities table in Element 1, incorporated herein by reference, for a description of the measurable goals and objectives of Synergy Charter Academy’s educational program.

### **MEASURABLE PUPIL OUTCOMES: SUMMATIVE ASSESSMENT PERFORMANCE TARGETS**

#### **Performance Targets Aligned to State Priorities**

Please refer to the LCFF State Priorities table in Element 1, incorporated herein by reference, for a description of the specific performance targets (pupil outcomes) for all pupils (i.e., schoolwide)

and for each subgroup of pupils identified pursuant to Education Code § 52052, aligned with the eight state priorities identified in Education Code § 52060(d).

### **Other Performance Targets**

Please refer to the LCFF State Priorities table in Element 1 for a description of all other measurable goals, including goals for any innovative components of the program and the annual assessment tool(s) or other means used to measure levels of performance regarding the goal, and specific annual performance target(s) or outcomes.

### **METHOD FOR MEASURING PUPIL PROGRESS TOWARD OUTCOMES: FORMATIVE ASSESSMENT**

Synergy Charter Academy uses a variety of formative assessments to measure student progress towards mastery of state standards and other Charter School goals identified within the LCFF State Priorities table in Element 1. Synergy Charter Academy monitors student progress in Reading and Math by administering the i-Ready Diagnostic tests three times each year. This adaptive online assessment provides teachers and administrators with information regarding student performance in different Reading domains (Phonological Awareness, Phonics, Vocabulary, Comprehension in Literature, and Comprehension in Informational Text) and Math domains (Numbers and Operations, Algebra and Algebraic Thinking, Measurement and Data, and Geometry). The diagnostic assessment reports provide teachers, administrators, and students and parents with specific information about how student performance compares based on grade level, as well as suggested growth goals based on nationally-normed data. Synergy Charter Academy reviews both individual student level data, as well as data reported for grade levels and schoolwide to monitor progress towards annual “typical growth,” which is the average annual growth based on a student’s grade and baseline placement level.

SCA teachers also administer classroom assessments at the end of each unit of instruction to provide teachers with data regarding student progress toward mastery of specific sets of standards. Teachers use this data to inform plans for reteaching and small group instruction.

### **Data Analysis and Reporting**

Synergy Charter Academy uses data from student grades, internal diagnostic and benchmark assessments, as well as annual state assessments to monitor student progress throughout each school year and from one year to the next. SCA regularly utilizes assessment data to make changes in the implementation of the educational program, professional development activities, and resource allocations. Basing decisions on student data is core to our decision-making process and evaluation of the success of the decision.

Teachers implement a variety of formal and informal assessments to determine student achievement and use common planning time to calibrate both the assessments and expected outcomes. To measure student understanding throughout lessons, teachers use such strategies as exit tickets, short writing prompts, “do now’s”, and fact tests. Assessments are modified and/or accommodations are provided to students with special needs in accordance with a student’s IEP. All students are given an opportunity to retake a test or resubmit projects to improve their grade and demonstrate progress or mastery toward the objectives or standards being taught.

The data from internal assessments that are administered school-wide (such as i-Ready Diagnostic Assessments) are collected and analyzed by teachers and administrators to make decisions and changes in curricular and instructional strategies. Teachers utilize the data to assess the curriculum and the instructional strategies being employed. Charter School administrators use the data to identify school-wide trends, and inform planning for adjustments to instructional practice and interventions.

Data from the annual CAASPP assessments for English Language Arts and Math, and the California Science Test (“CAST”) are collected and analyzed each year to measure student progress and inform schoolwide instructional practices. These measures of student achievement are reviewed in context with other measures of achievement, including student grades and internal assessments.

Grading marks are used to identify students who are experiencing difficulty in demonstrating mastery of grade-level standards. Throughout the school year, parents are informed of their child’s academic progress via report cards three times a year and Notices of Unsatisfactory Performance approximately three times a year. Student Success Team meetings are also held throughout the school year with parents if their child is having difficulty meeting grade-level standards. Parents are invited to call teachers for private conferences whenever they have a concern about their child’s progress.

As a result of Synergy Charter Academy’s ongoing assessments, teachers, parents/guardians, administrators, and students should know how well students are performing at any given point in time. They should not need to wait until the end of the year to find out how well students are performing. Assessment data is also used throughout the year to help determine professional development needs so that teachers can obtain the support they need in order to assist their students in a timely manner. For example, if periodic assessment of students’ reading fluency scores reveal that students are not yet reading at the benchmark reading fluency rate, professional development may be planning to address effective teaching practices that improve students’ reading fluency.

Board members, faculty, students and parents are involved at various levels in the assessment and monitoring process of student progress. The level of impact of each group within the Charter School community dictates the level of involvement. Board members and parents are the most removed group from the day-to-day practices of creating assessments and monitoring student achievement. Board members receive dashboards that contain schoolwide scores from recent administration. Parents receive similar updates regarding schoolwide performance during parent meetings with the principal. Teachers receive information on both school-wide data, classroom data, and their individual student scores. Students and parents receive their individual student scores as well. The creation and distribution of school dashboards to board members, teachers, and parents has been an effective process in keeping all members of the school community informed about our students’ progress towards achieving the academic standards. Regular data dashboards presented to the board includes data such as enrollment, assessment scores, attendance rate and budget updates. Students and parents are also provided access to the online grade-book portal where they can access grades and scores on assessments in real-time.



## Grading, Progress Reporting, and Promotion/Retention

Synergy Charter Academy implements schoolwide practices to provide ongoing feedback to students regarding their academic performance. Instead of letter grades, elementary students will receive the following academic achievement scores:

- 4 = Advanced (Exceeds Grade Level Standards)
- 3 = Proficient (Meets Grade Level Standards)
- 2 = Partially Proficient
- 1 = Not Proficient

Synergy Charter Academy holds parent conferences two times during the school year. Parents are given their child's report card during parent conferences and the final report card is sent home at the end of the school year. If a student is performing below grade level, a progress report is sent home mid-trimester.

Promotion to the next grade level depends on the grades earned. Students who do not make satisfactory progress each year may be retained. If a student is recommended for retention, the Charter School will maintain documentation that the student's parent/guardian was informed, which may include a written notice on the student's report card and/or verbal notice during a meeting or parent conference that the student may be retained. As explained in our Parent/Student Handbook, all retentions will be mandatory. This means that a student can be retained without parental consent. The purpose of retention is to help a child develop a more solid academic foundation from which they can build upon. Some goals of retention include:

- Strengthening a student's academic knowledge and skills
- Providing additional time and instruction for a student to meet grade-level standards
- Helping a student catch-up to master grade-level standards
- Developing a student's self-confidence in their academic abilities

Every family has the right to appeal a mandatory retention recommendation. The appeal must be submitted in writing within seven calendar days of the date the retention recommendation was issued. The appeal must be submitted in person to an office staff member and the letter must be addressed to the Chief Executive Officer/Superintendent. The appeal must clearly state the grounds for the appeal. Within fourteen (14) calendar days, the CEO or the CEO's designee will review the documentation provided and the appeal statement. The response to this appeal will be rendered to the family no more than seven calendar days from the review date. The family may request to meet with the individual(s) reviewing their appeal, but the family must still submit their appeal in writing within the designated time frame described above. The CEO's or the CEO's designee's decision will be final.

#### **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.

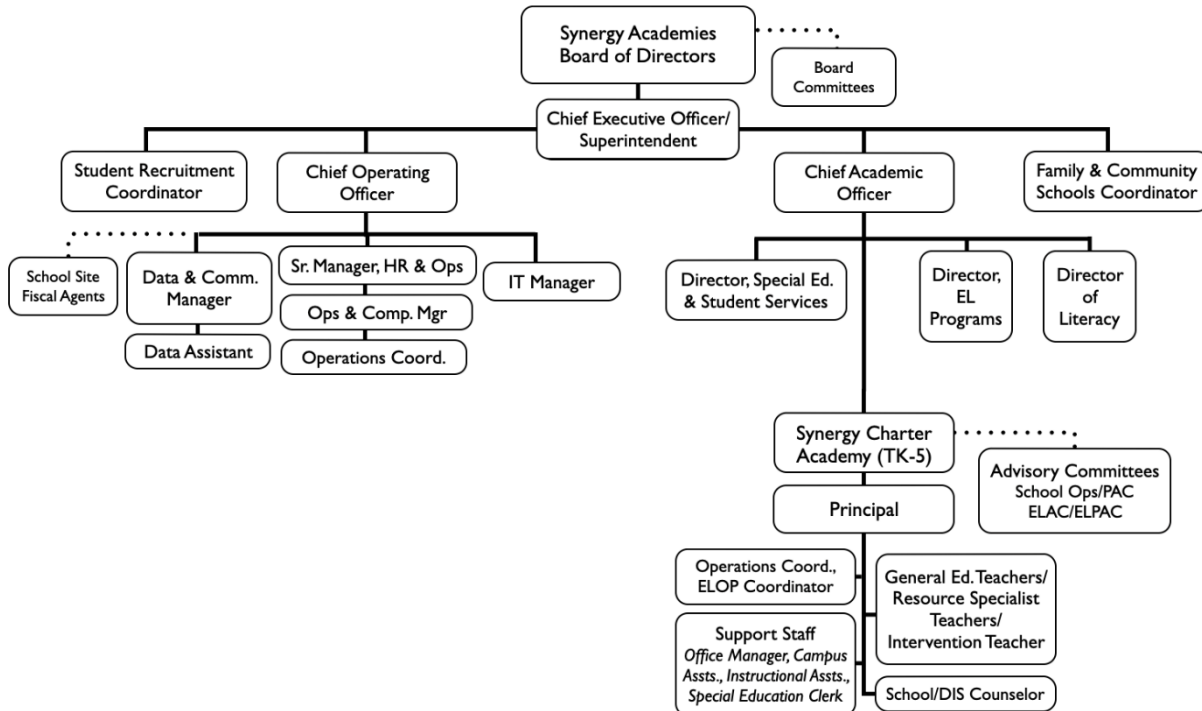
## **NON-PROFIT PUBLIC BENEFIT CORPORATION**

The Charter School is a directly funded independent charter school and is operated by Synergy Academies, a California non-profit public benefit corporation, pursuant to California law upon approval of this charter. The Charter School will operate autonomously from the District, with the exception of the supervisory oversight as required by statute and other contracted services as may be negotiated between the District and the Charter School. Pursuant to Education Code Section 47604(d), the District shall not be liable for the debts and obligations of the Charter School, operated by a California non-profit public benefit corporation, or for claims arising from the performance of acts, errors, or omissions by the Charter School, as long as the District has complied with all oversight responsibilities required by law.

Synergy Academies Bylaws, Conflict of Interest Code, and Conflict of Interest Policy are included as part of the Charter School's application for renewal. The Charter School has adopted a Conflict of Interest Code that complies with the Political Reform Act, Government Code Section 1090, et seq., as set forth in Education Code Section 47604.1, and Corporations Code conflict of interest rules, and which shall be updated with any charter school-specific conflict of interest laws or regulations.

## GOVERNANCE STRUCTURE

Below is the organizational chart for Synergy Charter Academy, which includes positions at the Charter School site, as well as organization-wide. The organization chart below may be modified from time to time, according to changes in the organization.



Various committees both for the Board of Directors and/or for the Charter School may be created and will meet as needed or when required. The Board, by resolution adopted by a majority of the board members then in office, may create committees as deemed necessary to complete the work of the Board. Committees shall consist of two or more board members and no one who is not a board member. Appointments to committees shall be by majority vote of the authorized number of board members. The Board may convene one or more ad hoc committees that may include persons who are not board members to perform in an advisory capacity. Current committees of the Board include:

- Governance Committee, which recommends to the Board policies and procedures designed to provide for effective and efficient Board governance, and participates in recruitment, vetting, and orientation of new Board members, education of Board members, and succession planning.
- Finance and Investment Committee, which is responsible for recommending financial policies, goals, and budgets to the Board that support the mission, values, and strategic goals of Synergy Academies.
- Audit Committee, which is responsible for recommending to the Board the retention and termination of the independent auditor and may negotiate the independent auditor's compensation, on behalf of the Board. Additionally, the Audit Committee shall confer with

the auditor to satisfy its members that the financial affairs of the corporation are in order and review and determine whether to accept the audit.

- Executive Committee, which is delegated authority to act for the Board between regular board meetings, within the limits of its charter, and annually evaluates the performance of the Chief Executive Officer/Superintendent.

The Board of Directors (“Board” or “Board of Directors”) has full fiduciary responsibility and is responsible for the overall direction of the Charter School. The Board is responsible for setting policy and may delegate day-to-day operational decision-making to Synergy’s central office staff, as well as to the Charter School Principal with the assistance of the Charter School staff, with the exception of budget approval or revision, approval of the independent fiscal audit report, and the adoption of Board policies. Synergy’s central office staff, in collaboration with the Charter School’s staff, are then responsible for creating procedures for carrying out the policies and directives of the Board of Directors. The Board of Directors will meet at least four (4) times per year, and in accordance with the Brown Act and Education Code Section 47604.1(c).

Specific responsibilities of the Board of Directors include:

- Making major policy decisions.
- Developing a long-term strategic plan to support sustaining organizational success.
- Monitoring the Charter School’s compliance with applicable laws, the Charter School’s fiscal health (i.e., ensuring the Charter School is within budget and in compliance with submitting any required fiscal reports such as the annual audit requirement), and the Charter School’s progress toward achieving its mission and goals.
- Supervising and evaluating the Chief Executive Officer/Superintendent.
- Making decisions affecting the Charter School including, but not limited to, educational programs (i.e., review and authorization of the content of Synergy Charter Academy’s charter petition prior to submission for approval, LCAP, and Consolidated Application), contracts in accordance with Synergy’s accounting manual, budgeting and financial management, and health and safety.
- Adhering to federal and state laws, the Articles of Incorporation, and adopted Bylaws.
- Contracting with an external independent auditor to produce an annual financial audit according to generally accepted accounting practices.
- Establishing operational committees as needed.
- Regularly measuring progress of both student and staff performance.

The Board may initiate and carry out any program or activity that is not in conflict with or inconsistent with any law and which is not in conflict with the purposes for which Charter School is established. The Board may execute any powers delegated to it by law, and shall discharge any duty imposed by law upon it and may delegate to an employee of Synergy’s central office team and/or the Charter School any of those duties. The Board, however, retains ultimate responsibility over the performance of those powers or duties so delegated.

## **Executive Leadership**

The major roles and responsibilities of the executive-level employees, including the CEO/Superintendent, CAO, and COO, are described below.

**Position Title: Chief Executive Officer/Superintendent**

Employee Class: Superintendent

Classification: Full Time, Exempt

Location: Synergy Academies

Reports to: Board of Directors

Job Overview

The Chief Executive Officer/Superintendent, also known as the “Chief Executive Officer” or “CEO,” serves as the President of the nonprofit benefit corporation and oversees the administration of schools, the educational programs and the operational policies of the organization.

Essential Functions

- Develop, implement and monitor a strategic plan that addresses the organization’s mission and vision, academics, student health and welfare, family and community partnerships and fiscal/operational health of the organization.
- Direct the preparation of the annual budget and recommends to the Board the budget necessary to achieve quality educational programs and ensures that the organization is a fiscally responsible steward of public resources.
- Further the plan for long-term financial sustainability of the organization by ensuring fiscal and operational efficiency across the organization; and
- Ensure school and organizational compliance with federal, state and local laws and regulations that pertain to public school education.
- Monitor and track state and local education and public policy activities; strategize and advance interventions to influence legislation toward achieving favorable outcomes for Synergy schools.
- Interpret and provide information on education policies to the Board, school leaders, personnel, staff, and families.
- Build relationships with local and state education and public policy organizations, advocacy organizations and other key community partners. Collaborate and communicate to exchange information, coordinate activities and resolve issues and concerns in the greater Los Angeles school community.
- Interview, select, supervise, and evaluate the performance of the senior leadership team; coordinate and direct employee assignments and review work to ensure compliance with established plans, strategies, standards, requirements, and procedures as needed.
- Build and support a strong, cohesive culture across the headquarters team and school teams that leads to an embedded and aligned organizational identity.
- Oversee the organization’s branding, marketing, public relations, and communications efforts in support of student and staff recruitment.

**Position Title: Chief Academic Officer**

Employee Class: Administration/Supervisions

Classification: Full Time, Exempt

Location: Synergy Academies



Reports to: CEO/Superintendent

#### Job Overview

The CAO will serve as the main instructional leader of the organization and will oversee the instructional program. The CAO will support, develop, and manage School Principals, the Directors, and Instructional Coordinators to ensure strong academic outcomes and social/emotional development for all students. The CAO leads the planning, development, implementation, and evaluation of instructional programs for TK-12 students; provides decisive, dynamic leadership and supervision of curriculum and instruction; provides direction and inspiration for continual improvement in academic content standards and assessment, teaching and learning, and professional development; and, ensures compliance with policies, practices, and procedures. This position reports directly to the CEO/Superintendent and serves as a key member of the organization's senior leadership team.

#### **Position Title: Chief Operating Officer**

Classification: Full Time, Exempt

Location: Synergy Academies

Reports to: CEO/Superintendent

#### Job Overview

The Chief Operating Officer is responsible for overseeing and managing Synergy's financial and operational health, including human resources, budgeting, financial reporting, procurement, payroll, audits, and compliance reporting. The Chief Operating Officer also serves as the corporation's Secretary and Treasurer. The Chief Operating Officer's responsibilities and essential functions are subject to any direction or limitations determined by the CEO and/or Board.

### **GOVERNING BOARD COMPOSITION AND MEMBER SELECTION**

Synergy Academies' Board of Directors consists of five (5) to twenty-five (25) members, as described in Synergy Academies' Bylaws. These members are selected to represent a diversity of backgrounds and are dedicated to the success of the Charter School. Since charter schools deal with a spectrum of issues, Synergy Academies seeks a Board of Directors with a wide range of backgrounds, expertise, and experiences. These include knowledge in the fields of education, finance and accounting, law, business, outreach, fundraising, and marketing. Please see the Charter School's website for a list of current Board Members: [https://www.wearesynergy.org/apps/pages/index.jsp?uREC\\_ID=136410&type=d&pREC\\_ID=264507](https://www.wearesynergy.org/apps/pages/index.jsp?uREC_ID=136410&type=d&pREC_ID=264507)

The Charter School Board of Directors will attend an annual in-service for the purposes of training individual board members on their responsibilities with topics to include, at minimum, ethics, conflicts of interest and the Brown Act.

The Governance Committee regularly reviews the profile of the current Board and current or upcoming vacancies. Prospective board members are provided with introductory materials and requested to complete an application. Candidates may be provided with opportunities to meet with board members and the CEO before inviting them to apply. The completed applications are

provided to the Board Chair and CEO. The Chair convenes an interview team, consisting of the Chair, the CEO, at least one member of the Governance Committee, and another Board member. Each viable candidate will be strongly encouraged to attend a Board meeting prior to the meeting in which they will be considered for membership. The Governance Committee reviews applications, references, and interview feedback and reports an assessment and recommendation to the full Board for discussion and vote.

Each board member appointed by the Board shall hold office for a term of up to two years expiring on the second 30<sup>th</sup> of June occurring after the date the board member assumes office. A board member appointed by the Board may be re-appointed for up to three additional consecutive two-year terms. A board member appointed by the Board who has served four or more consecutive terms may not be re-appointed to the Board without a break of at least one year between terms of office, provided that the board member may be re-appointed for additional consecutive two-year terms upon the vote of two-thirds of the Board.

The Board may provide that the initial term of a board member appointed by the Board shall expire on the first 30<sup>th</sup> of June occurring after the date the board member takes office in order to provide for staggered expiration of the terms of board members. Unless earlier removed by action of the Board or by resignation, each board member appointed by the Board shall serve until the expiration of the term for which the board member was appointed and thereafter until the board member's successor is appointed.

## **GOVERNANCE PROCEDURES AND OPERATIONS**

In order to maintain active and effective oversight of the Charter School, the Board of Directors conducts regular meetings and may call additional meetings as needed. A majority of the board members then in office shall constitute a quorum for the transaction of any business except adjournment. If a quorum is present, the affirmative vote of the majority of the board members present shall be a decision of the Board of Directors. Should there be fewer than a majority of the board members present at any meeting, the meeting shall be adjourned. Board members may not vote by proxy. The Board regularly reviews the Charter School's financial statements in order to effectively provide oversight of the Charter School's finances.

Members of the Board of Directors may participate in teleconference meetings so long as all of the relevant requirements of the Brown Act are complied with, including, but not limited to:

- a. At a minimum, a quorum of the members of the Board of Directors shall participate in the teleconference meeting from locations within the physical boundaries of Los Angeles County;
- b. All votes and abstentions 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;
- e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Directors directly at each teleconference location; and,
- f. The agenda shall indicate that members of the public meeting conducted via teleconference need not give their name when entering the conference call.

The Board will also comply with Education Code Section 47604.1(c) requirements for teleconference meeting locations at all school sites.

The Board of Directors establishes its year-long calendar of meetings at or before the first meeting held in the fiscal year. It will hold a minimum of four (4) regular meetings annually, within the boundaries of Los Angeles County. Unless otherwise noted on the posted agenda, board meetings are typically held at Synergy Charter Academy's campus, with teleconference locations staffed by a Synergy employee and open to all individuals at Synergy Kinetic Academy and Synergy Quantum Academy, unless otherwise required by law or executive order. Synergy Academies posts its Board meeting agendas at least 72 hours in advance of regular meetings. Board meeting agendas will be posted, at a minimum, at each of the Synergy Academies school sites and on Synergy's website. The Secretary of Synergy Academies is responsible for recording Board actions in written board meeting minutes, which are kept on file and are available to the public upon request.

The Board has adopted policies and procedures regarding self-dealing and conflicts of interest that complies with the Political Reform Act, Government Code Section 1090, *et seq.*, as set forth in Education Code Section 47604.1, and Corporations Code conflict of interest rules. Since Synergy Academies focuses on being a data-driven organization in both its individual school operations and organizational operations, data on school finances, student achievement, and school climate, will be presented on a regular basis during Board meetings in order to drive informed decision-making. Both the Board and the Charter School administration also use data to establish, evaluate, and improve the educational program and school operations.

## **STAKEHOLDER INVOLVEMENT**

Synergy Academies invokes a social justice framework when seeking to contribute to educational reform, and ensures that parents/guardians, staff, students, and other members of the school community may participate in decision-making by having open Board of Directors meetings, which anyone may attend.

Synergy Charter Academy believes that the voices and perspectives of parents and community members are important and that they should contribute to the planning and design of the Charter School's program and policies. Synergy Charter Academy has engaged in meetings with community members, including local business owners, residents, and community organizations such as A Place Called Home, an after-school program that focuses on providing services to inner-city youth. Synergy Charter Academy continues to have parents, community members, and/or others within the school community involved in the planning, program design, and implementation

of school operations and the education program through its School Operations Committee and English Learner Advisory Council meetings.

Synergy Charter Academy has a School Operations Committee. The School Operations Committee (the “Committee”) shall include the school Principal and representatives of: teachers selected by teachers; other school personnel selected by other school personnel, and parents of currently enrolled SCA students selected by parents. Other stakeholders, such as community members selected by the parents can also serve on a School Operations Committee. The Committee will ensure parity between (a) the Principal, classroom teachers, and other school personnel, and (b) equal numbers of parents or other community members. Classroom teachers shall comprise the majority of persons represented under section (a) above. The Committee will aid the Principal in the execution of the Charter School’s mission, the formulation and execution of its educational program, and the configuration and maintenance of its facilities. The Committee also reviews, monitors, and makes recommendations to the Charter School’s Board regarding the Charter School’s LCAP, which also serves as the School Plan for Student Achievement, and the LCAP Federal Addendum. The Committee shall be established at the beginning of each school year. The Charter School shall present a report on the annual update to the LCAP and the local control funding formula budget overview for parents on or before February 28 of each year as part of a nonconsent item at a regularly scheduled Board meeting.

Since Synergy Charter Academy serves at least 21 or more English Learners, parents/guardians are encouraged to participate in the Charter School’s English Learner Advisory Committee, which also serves as the School’s English Learner Parent Advisory Committee (“EL PAC”). Parents/guardians of EL students will elect the parent members of the ELAC annually. Synergy Charter Academy’s ELAC committee will also serve as the LEA’s District-level English Learner Advisory Committee (“DELAC”) for the purpose of reviewing and commenting on the annual consolidated application for federal funding.

Synergy Charter Academy believes that all staff members are valuable, including teachers, counselors, specialists, and classified staff. Synergy Charter Academy holds regular staff meetings to obtain staff feedback and input regarding the Charter School’s planning, programs, and curriculum.

Additionally, all Synergy Charter Academy parents/guardians are invited to share their views on various issues by attending parent meetings and other events such as “Coffee with the Principal,” attending Board of Directors meetings, or completing parent surveys.

Synergy Charter Academy ensures parent/guardian participation through other means as well. Parents/guardians are strongly encouraged to participate in parent conferences, where they can discuss the progress of their children with teachers. Synergy Charter Academy also uses various methods of communicating with parents/guardians, including apps like ClassDojo, newsletters, monthly calendars, flyers, brochures, the Charter School website, and parent meetings. Materials that are sent home are translated into English and Spanish, the two main languages of the Charter School’s families. Additionally, parents/guardians are invited to participate in the annual Back to School event, family nights, student showcases, performances, and awards ceremonies. Synergy

Charter Academy maintains a website with additional information for parents, including school calendars, bell schedules, and grading timelines.

Parent education is critical to the success of the Charter School, and parent workshops are held on a regular basis. Workshops cover a variety of topics, such as child and adolescent development, parenting and family communication skills, and supporting your child's success in the TK-12 educational system. These workshops are intended to help parents/guardians to be their children's main "teacher" outside of the classroom, thereby providing a comprehensive educational plan that includes both the Charter School and home. The workshops are also intended to help parents/guardians understand Synergy Charter Academy's instructional approaches and high-expectations, enabling them to better reinforce these concepts at home.

Synergy Charter Academy involves the community in the Charter School by informing the community about how the Charter School is working to increase educational outcomes for the betterment of the community as a whole. Synergy Charter Academy sends school representatives to speak at and/or participate in meetings and events sponsored by other community organizations. Synergy's participation in community meetings includes attendance at the South Los Angeles Promise Zone ("SLATE-Z") Education Workgroup meetings, the Los Angeles Police Department's Newton Division Community-Policy Advisory Board meetings, and other community gatherings. Community members may also participate in school events such as serving as guest speakers. Additionally, Synergy Charter Academy works with organizations such as after-school programs and health organizations to provide services to our students and families and conduct parent workshops.

Synergy Charter Academy will consult with parents and teachers throughout the year regarding its educational programs via the Charter School's website as well as written communications including newsletters, handbooks, e-mail messages, staff meetings and parent meetings. Synergy will also meet annually with members of the school community, including students, parents, teachers, staff, and administrators to provide an update on the Local Control Accountability Plan and annual goals ("LCAP") and seek input for revision. Parents and teachers also have the opportunity to participate in various committees, including the Parent Advisory Committee and the English Learner Advisory Committee.

## **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(l). Charter School shall maintain current copies of all teacher credentials and make them readily available for inspection.

The strength and distinctiveness of Synergy Charter Academy lies in its high expectations and noble vision of creating a rigorous instructional program that will allow its students to become the next generation of problem solvers. Thus, it is critical that the experiences, knowledge, and philosophies of personnel reflect this vision. In addition to being well qualified, teachers must demonstrate a high degree of content knowledge (what to teach) and instructional ability (how to teach). Teachers must hold the Commission on Teacher Credentialing certificate, permit or other document required for the teacher’s certificated assignment. Additionally, they must be collaborative, be willing to learn and implement effective instructional approaches, and possess strong classroom management skills.

The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. Teachers employed by charter schools during the 2019–20 school year shall have until July 1, 2025, to obtain the certificate required for the teacher’s certificated assignment

As required under Education Code Section 48000(g)(4), and subject to any future amendments, all Charter School teachers who are first assigned to a transitional kindergarten classroom after July 1, 2015 will possess, by August 1, 2025, at least one of the following:

- At least 24 units in early childhood education, or childhood development, or both.

- As determined by the Charter School, professional experience in a classroom setting with preschool age children that is comparable to 24 units of early childhood education, or childhood development.
- A child development teacher permit, or an early childhood education specialist credential, issued by the Commission on Teacher Credentialing.

Synergy Charter Academy currently employs the following positions:

- Principal
- Operations Coordinator
- Classroom Teachers
- Resource Specialist Teachers
- Intervention Teacher
- School/DIS Counselor
- Instructional Assistants
- Campus Assistants
- Expanded Learning Opportunities Program Coordinator
- Office Manager
- Special Education Clerk

Synergy Academies currently employs the following central office staff to support all three Synergy Academies schools:

- Chief Executive Officer/Superintendent (“CEO”)
- Chief Academic Officer (“CAO”)
- Chief Operating Officer (“COO”)
- Director of Special Education and Student Services
- Director, EL Programs and Services
- Director of Literacy
- Senior Manager, HR & Operations
- Operations & Compliance Manager
- Operations Coordinator
- Data & Communication Manager
- Family & Community Schools Coordinator
- Student Recruitment & Enrollment Coordinator
- IT Manager
- Data and Records Assistant

The qualifications for Synergy Charter Academy’s employees shall be sufficient to ensure the health and safety of the Charter School’s faculty, staff, and pupils. Following are job descriptions and qualifications of personnel at Synergy Charter Academy and Synergy Academies’ central office support staff:

**Position Title: School Principal**

Classification: Full Time, Exempt

Supervisor: Chief Academic Officer

Responsibilities:

### *Instructional Leadership*

*Ensure all students are continually learning through classroom observation and analysis of data.*

- Ensure that curriculum and instruction align to Charter School's petition, vision and mission.
- Conduct regular observations and classrooms walkthroughs in order to provide feedback and improve instructional quality for all programs including special education, EL instruction, intervention, and GATE programs.
- Support teachers and staff by identifying their individual needs, assigning coaches, supporting the work of PLCs, designing appropriate professional development, and providing other relevant supports.
- Make data-driven decisions using multiple data points to improve student achievement and inform instructional practices.

### *School Culture*

*Create a culture of high expectations that motivates and inspires students, parents and staff to believe in each person's ability to achieve.*

- Implement and maintain a strong positive school culture among students, staff, and families that includes high expectations of college preparation for all students and implementation of the Synergy Community Expectations.
- Oversee school's Social Emotional program including coordinating the Social Work and Counseling interns.
- Responsible for student discipline, including holding students accountable to Synergy's Discipline Foundation Policy, helping staff follow through with behavior management plans, and implementing appropriate and restorative consequences for infractions and offenses.

### *Special Education*

*Serve as the schools Administrator for Special Education and work with Lead Resource Teacher and Director of Special Education and Student and Family Services to ensure compliance with all applicable laws.*

- Attend all IEP meetings.
- Regularly communicate with the school's Lead Resource Specialist Program ("RSP") Teacher to ensure compliance with special education policies, procedures, and timelines.
- Lead Student Success Team meetings in the development and implementation of timely interventions and facilitate parent participation.
- Participate in 504 meetings and carry out the day-to-day 504 plans.

### *Stakeholder Engagement*

*Ensure that all members of the school community are engaged.*

- Proactively communicate with faculty and staff; get to know individuals and understand needs.
- Hold parent meetings including Orientations, Title I, Advisory Committees, and Coffee with the Principal, in order to engage parents in their child's education.
- Prioritize time and attention to enforce attendance policies and efforts aimed at reducing or eliminating truancy, including holding SART meetings when necessary.



- Be a constant presence and active communicator with parents and students at meetings, conferences, student activities and celebrations.
- Demonstrate leadership by setting a professional and respectful tone when working with students, staff, parents/family members, and community members via both written and oral communication.

#### *Data and Assessments*

*Coordinate logistics with regard to implementation of assessments.*

- Oversee the schools applicable testing programs including the administration of required state assessments and iReady Assessments.
- Create appropriate reports based on assessment data to share with individual stakeholder groups.

#### *Operations*

*Ensure smooth school operations and school compliance with local, state and federal programs.*

- Supervise and evaluate school site staff and oversee the Charter school's BTSA program.
- Coordinate and maintain the school's calendar of events (Parent Teacher Conferences, testing windows, etc.).
- Regularly meet with LAUSD Principal to coordinate school operations and campus safety and security.
- Regularly meet with After School All-Stars program director for program updates.
- Coordinate with contracts with outside vendors for office equipment.
- Purchase curriculum and other educational supplies.

*Assist with other duties as needed.*

#### Education and Experience:

- Bachelor's degree or higher from a competitive, accredited college or university.
- Minimum of three years teaching experience and two years of school leadership experience.
- Proven track record of leading, managing, and coaching other educators to increase student achievement preferably in a charter and/or urban school setting.
- Demonstrated experience working with diverse student populations and leading differentiated instruction to support different levels of learners.
- Deep instructional expertise, including knowledge of Common Core aligned instruction.

#### Qualifications:

- Belief in and alignment with Synergy's mission of closing the achievement gap and college and career readiness.
- Must possess a growth mindset.
- Excellent verbal and written communication skills.
- Strong interpersonal skills and ability to build and cultivate relationships.
- Willing to do "whatever it takes" to help students, staff, and parents succeed.
- Proficient in the use of computers, including but not limited to word processing, spreadsheets, multimedia presentations, e-mail, the Internet, and digital media.
- Fluent in Spanish preferred but not required.
- Able to lift heavy objects up to 30 lbs.

**Position Title: Operations Coordinator**

Classification: Full Time, Exempt

Reports to: Principal

*Job Overview*

Provides administrative support to school site by managing the operations of the office including purchasing, maintaining student files, assisting with compliance reports, and facilitating student, parent, and visitor needs in the office.

Essential Functions*Student Information and Data*

- Support annual student recruitment, lottery, and enrollment process.
- Ensure that student information in SIS system is up-to-date and maintained.
- Ensure confidentiality and security of work space, files, and all information pertaining to students, parents, staff, and community.
- Coordinate, track, and document the collection and distribution of student cumulative records and transfer papers from both receiving and sending schools.
- Monitor access to students' cumulative records, including documenting access to records according to special education policies and procedures.
- Ensure that student records are locked up and secured each day.

*Attendance and Compliance Reports*

- Participate in the daily student attendance process by tracking tardies, absences, and medical leaves, verifying attendance taken by teachers, and updating attendance information in Student Information System.
- Participate in the collection and management of student food program data.
- Supply student data to and collaborate with Data and Communications Manager on various compliance reports.

*Office Operations*

- Greet and assist students, parents, staff, and any visitors warmly and in a professional manner. Maintain appropriate visitor documentation.
- Type, translate, and distribute school correspondence including letters, memos, and weekly newsletters.
- Answer busy phones, provide answers, take messages, and direct calls to the appropriate staff member.
- Assist in purchasing, receiving, and organizing supplies and materials.
- Coordinate the registration and travel arrangements for staff members attending professional development
- Prepare outgoing student mailings and distribute incoming mail.
- Manage substitute staff check-in and check-out.
- Report student and employee accidents to insurance company and maintain appropriate records.
- Maintain a clean and presentable desk space and office environment.

- Oversee the maintenance and upkeep of the school's printers, photocopy machines, fax machine, and scanners, including ordering toner, paper, and contacting maintenance as needed.

#### *Student and Family Relations*

- Help to maintain a positive, nurturing, and achievement-oriented school culture that includes college preparation for all students.
- Build relationships with families to keep them well-informed and support their needs.
- Assist with and attend meetings on evenings and weekends when necessary.
- Collaborate with the Family and Community Outreach Manager on disseminating information and hosting parent-related events.

#### *Other Responsibilities*

- Coordinate activities for Teacher Appreciation Week.
- Track inventory of books and supplies.
- Attend to student needs and injuries, including maintaining the documentation of student first aid visits to the office.
- Assist with student supervision at school or on field trips when needed.
- Assist with the implementation of the School Safety Plan, including helping to replenish any emergency supplies on a regular basis.
- Assist leadership team with various tasks as needed.

#### Qualifications and Desired Characteristics

- Oral and written proficiency in English and Spanish, including the ability to translate in both English and Spanish.
- Strong working knowledge of Microsoft Word and Excel.
- Ability to type 35+ words per minute.
- Knowledge of student information systems, preferably Illuminate.
- Experience with managing and entering data.
- Prior school office experience preferred.
- Detail-oriented individual who is willing to do what it takes to get the job done.
- Ability to multi-task in a fast-paced environment.
- Ability to take direction as well as take initiative.
- Positive, professional demeanor.

#### Education

- High school diploma or equivalent required. Some college preferred.
- Coursework in computers, word processing, data management, file-keeping, etc., a plus.

#### **Position Title: Teacher**

Classification: Full Time, Exempt

Reports to: Principal

Synergy is looking for educators who will contribute to building a strong school community and positive school culture that values diversity, inclusion, and culturally responsive teaching. We are searching for educators who will join us in developing the next generation of problem solvers as we focus on the following goals:

- Build a strong school community and positive school culture that values diversity, inclusion, and culturally responsive teaching.
- Help students develop the growth mindset they need to persevere and succeed in all aspects of life.
- Engage parents and families in educational programs that result in advocacy for greater opportunities in both their families and communities.
- Work with other educators to create a community of learners with a practice grounded in data analysis, reflection, and collaboration.
- Provide learning experiences that build critical thinking skills and approaches to problem solving used both in classrooms and in life.

### Essential Functions

#### *Instruction*

- Plan lessons and implement classroom activities in accordance with the California State Content Standards.
- Conduct periodic assessments of student academic progress in order to guide instruction and to ensure that the academic goals of the students and the school are met.
- Scaffold and differentiate lessons for students and provide intervention and enrichment as necessary to address students' specific needs.
- Effectively manage student behavior and organize classroom systems/procedures to ensure all students are fully engaged in learning.
- Maintain high standards of student conduct, including implementing Synergy's school-wide discipline plan.
- Provide a safe learning environment for students.

#### *School Culture*

- Demonstrate knowledge and support of Synergy's mission, vision, policies and procedures, and charter petition.
- Establish a culture of high expectations that includes college preparation for all students.
- Be a constant presence and active communicator with parents and students at meetings, conferences, student activities and celebrations.
- Provide students and their families with regular and timely information on classroom activities and student progress.
- Maintain a professional manner when working with students, staff and parents/families via both oral and written communication.

### Qualifications

- Bachelor's degree.
- California Teaching Credential (intern, preliminary or clear) for the teacher's certificated assignment.
- Possess the appropriate certification to work with English Learners.
- Demonstrate strong classroom management skills.

### Desired Characteristics

- Be flexible – teaching is tough work and we are looking for team players who can handle unforeseen circumstances that may arise and adapt.
- Good listener who can take into account and find value in differing viewpoints
- Open to sharing as well as receiving best practices to improve others' and one's own instruction.

**Position Title: Special Education Teacher**

Classification: Full Time, Exempt

Reports to: Principal

Synergy is looking for educators to join us in developing the next generation of problem solvers as we focus on the following goals:

- Help students develop the growth mindset they need to persevere and succeed in all aspects of life.
- Engage parents and families in educational programs that result in advocacy for greater opportunities in both their families and communities.
- Work with other educators to create a community of learners with a practice grounded in data analysis, reflection, and collaboration.
- Provide learning experiences that build critical thinking skills and approaches to problem solving used both in classrooms and in life.

Essential Functions

*Instruction*

- Plan lessons and implement classroom activities in accordance with the California State Content Standards.
- Conduct periodic assessments of student academic progress in order to guide instruction and to ensure that the academic goals of the students and the school are met.
- Scaffold and differentiate lessons for students and provide intervention and enrichment as necessary to address students' specific needs.
- Effectively manage student behavior and organize classroom systems/procedures to ensure all students are fully engaged in learning.
- Maintain high standards of student conduct, including implementing Synergy's school-wide discipline plan.
- Provide a safe learning environment for students.

*School Culture*

- Demonstrate knowledge and support of Synergy's mission, vision, policies and procedures, and charter petition.
- Establish a culture of high expectations that includes college preparation for all students.
- Be a constant presence and active communicator with parents and students at meetings, conferences, student activities and celebrations.
- Provide students and their families with regular and timely information on classroom activities and student progress.
- Maintain a professional manner when working with students, staff and parents/families via both oral and written communication.

### Qualifications

- Bachelor's degree.
- California Education Specialist Credential, Mild to Moderate Support Needs or Extensive Support Needs (intern, preliminary or clear).
- Possess a CLAD or BCLAD certification to work with English Learners.
- Demonstrate strong classroom management skills.

### Desired Characteristics

- Be flexible – teaching is tough work and we are looking for team players who can handle unforeseen circumstances that may arise and adapt.
- Good listener who can take into account and find value in differing viewpoints
- Open to sharing as well as receiving best practices to improve others' and one's own instruction.

### **Position Title: Intervention Teacher**

Classification: Full Time, Non-Exempt

Reports to: Principal

### Job Overview

Under the administrative direction of the Principal, the Intervention Teacher will work one-on-one and with small groups of students in need of academic intervention, and will support new teachers with curriculum, assessments and instructional strategies designed to improve student learning.

### Essential Functions

#### *Instruction*

- Work with Principal, the Director of English Language Programs and Services, and teachers to analyze data and identify students who would benefit from intervention support.
- Provide direct instruction in reading and math to identified students.
- Model instructional delivery of Synergy's core instructional materials, programs and/or curricula for teachers new to Synergy and/or on an as-needed basis
- Provide in-class support for teachers who are new to Synergy or in need of support in delivering instruction in Synergy's core curriculum and practices
- Provide professional development to new Teachers and Instructional Assistants to share best practices and effective instructional strategies.
- Facilitate grade-level or content area meetings as needed.
- Assist with the planning and facilitation of common planning time, grade level, and staff meetings.
- Stay informed of exemplary instructional strategies and current research specific to effective teaching and learning.
- Assist in the supervision of students at school activities and events.
- Perform other duties as assigned.

#### *School Culture*

- Demonstrate knowledge and support of Synergy's mission, vision, policies and procedures, and charter petition.
- Establish a culture of high expectations that includes college preparation for all students.

- Be a constant presence and active communicator with parents and students at meetings, conferences, student activities and celebrations.
- Provide students and their families with regular and timely information on classroom activities and student progress.
- Maintain a professional manner when working with students, staff and parents/families via both oral and written communication.

#### Qualifications and Experience

- California Teaching Credential with English Learner Authorization.
- 7+ years of successful K-12 teaching experience.
- Knowledge of curriculum with specific expertise in literacy, math and differentiated instruction.
- Experience in Professional Learning Communities and professional collaboration.
- Demonstrated ability to communicate and function effectively as a teacher leader and ability to gain the confidence and support of all members of the professional learning community.
- Evidence of continuous professional learning and a commitment to participate in professional growth opportunities and self-reflection on professional practice.

#### **Position Title: School/DIS Counselor**

Classification: Full Time, Non-Exempt

Reports to: Principal

#### Job Overview

Assist students and families with socio-emotional, behavioral, and academic challenges via individual and group counseling, crisis intervention, suicide risk and threat assessment, and referrals to alternative programs and supports.

#### Essential Functions

- Demonstrate knowledge and support of Synergy's mission, vision, policies, and procedures, and charter petition.
- Adhere to the California Standards for the Teaching Profession and the ethical standards set forth by the CTC in issuing your Pupil Personnel Services Credentials.
- Provide small-group and individual counseling for students in grades TK-5 (with or without IEPs).
- Meet with struggling students to set goals and recommend strategies for improved academic success.
- Consult with Charter School staff and parents regarding the behavioral, social, and emotional needs of students, and recommend appropriate support strategies.
- Provide classroom and/or school-wide presentations for students, parents, as well as professional development for staff on a variety of topics.
- Collaborate with community agencies and refer students and families to appropriate community resources as needed.
- Attend IEP meetings for students with DIS-counseling and report student progress to parents and staff as well as collaborate with the IEP team.

- Prepare IEP documents using Welligent (web-based IEP writing system) including: writing present levels of performance, creating appropriate goals, making recommendations for counseling services, and preparing quarterly progress reports.
- Conduct classroom observations of students in order to help determine needs and/or to help with positive behavior support and/or behavior modification.
- Coordinate/support site crisis management plan.
- Implement/support “danger to self/others” procedures.
- Actively participate in staff developments and weekly staff meetings.
- Maintain a professional manner when working with students, staff, and parents/families via both oral and written communication.
- Collaborate with teachers, staff members, and/or outside service providers to share best practices and to improve one’s own and others’ instructional practices.
- Provide a safe learning environment for students.
- Maintain high standards of student conduct, including implementing Synergy’s school-wide discipline plan and Synergy’s scholar lessons.
- Establish a culture of high expectations that include college preparation for all students.
- Maintain accurate student records, in accordance with Synergy’s procedures.
- Be proactive and initiate in helping out in any way needed.
- Perform other duties, as required and assigned.

#### Qualifications and Desired Characteristics

- Have at least one year of counseling experience (full time, part time, or internship experience) at a school site or with a community-based organization.
- Bilingual in English/Spanish (speaking, reading, and writing) is preferred but not required.
- Possess positive communication and relationship building skills as well as strong organizational skills.
- Proficient in the use of computers, including but not limited to word processing, spreadsheets, multimedia presentations, email, the Internet, and/or digital media.
- Experience with Welligent is a plus.
- Familiar with special education and Section 504 laws, policies, and procedures.
- Possess an in-depth understanding of and commitment to the school’s mission and vision.
- Ability to travel between locations.
- Able to lift heavy objects up to 30 lbs.

#### Education

- Hold a Master’s degree in social work, psychology, education, or counseling.
- Hold a credential in School Counseling, School Psychologist, or Pupil Personnel Services credential.
- Certification in non-violent crisis intervention and/or as a behavioral intervention specialist is a plus.

#### **Position Title: Instructional Assistant**

Classification: Full Time, Non-Exempt

Reports to: Principal

#### *Job Overview*



In person - Provides support to school site and teachers by supervising students, assisting in the orderly transition between classes and activities and helping to maintain a positive and nurturing school culture.

### Essential Functions

#### *Instruction*

- Work with the teacher in planning and implementing a program of instruction for general education or special education, that adheres to the school's philosophy, goals and objectives.
- Assist the teacher in the preparation of instructional materials and study aids to be used by students during distance learning and/or in classrooms or individual study situations.
- Provides instruction to individuals and small groups as part of a student's IEP goals, Response to Intervention and/or English Language Development program.
- Works with the teacher in creating a classroom environment conducive to learning by employing a variety of appropriate teaching strategies.
- Assist students in understanding and clarifying instructional assignments under teachers' direction.
- Assist in administering and scoring of assessments and grading of assignments.
- Provide assistance with room décor and student records.
- Perform other related duties as required and assigned.

#### *Student Supervision and Office Support*

- May supervise students - before or after school (depending on schedule), during breakfast snack, and/or lunch, in the computer lab, during P.E., and during class transition times and provide office support.
- Help enforce school policies and procedures, including the school-wide discipline plan, throughout the entire campus.
- Monitor student restrooms and stairwells whenever possible.

#### *Student and Family Relations*

- Help to maintain a positive, nurturing and achievement-oriented school culture that includes college preparation for all students.
- Build relationships with families to keep them well-informed and support their needs.
- Assist with and attend meetings and parent teacher conferences/communication (on evenings and weekends when necessary).

#### *Other Responsibilities*

- Attend to student needs and injuries, report all student injuries and direct the students to first aid in the office if applicable.
- Assist with student supervision on field trips when needed.
- Become familiar with and assist with the implementation of the School Safety Plan.
- Assist with other duties as needed, including light custodial work (i.e., emptying trash, sweeping floors, emergency cleanup, etc.).

### Qualifications and Desired Characteristics

- Proficient in English and bilingual (Spanish/English) a plus.

- Prior experience in a classroom setting or working with children is desirable.
- Self-starter and able to take initiative.
- Experience with Microsoft Office and Excel.
- Able to lift heavy objects up to 30 lbs.
- Positive attitude and friendly demeanor.
- Willing to take initiative and be a team player.
- Must be able to work remotely from home.

#### Education

- Bachelor's Degree

#### **Position Title: Campus Assistant**

Classification: Full Time, Non-Exempt

Reports to: Principal or Assistant Principal

#### *Job Overview*

Provides support to school site by supervising students, assisting in the orderly transition between classes and activities and helping to maintain a positive and nurturing school culture.

#### Essential Functions

##### *Student Supervision*

- Supervise students - before or after school (depending on schedule), during breakfast snack, and/or lunch, in the computer lab, during P.E., and during class transition times;
- Help enforce school policies and procedures, including the school-wide discipline plan, throughout the entire campus;
- Monitor student restrooms and stairwells whenever possible;
- Ensure that school gates are locked at all times while school is in session;
- Serve lunch, and/or snack to students in a professional manner and in compliance with all applicable laws, including those under the National School Lunch Program;
- May be asked to supervise individual students in class or during transitions.

##### *Student and Family Relations*

- Help to maintain a positive, nurturing and achievement-oriented school culture that includes college preparation for all students.
- Build relationships with families to keep them well-informed and support their needs.
- Assist with and attend meetings and parent teacher conferences (on evenings and weekends when necessary).

##### *Office Assistance*

- Assist the front office staff with answering phones, filing, greeting visitors, parents or directing students.

##### *Other Responsibilities*

- Attend to student needs and injuries, report all student injuries and direct the students to first aid in the office if applicable;
- Assist with student supervision on field trips when needed;

- Become familiar with and assist with the implementation of the School Safety Plan;
- Assist with other duties as needed, including light custodial work (i.e., emptying trash, sweeping floors, emergency cleanup, etc.).

#### Qualifications and Desired Characteristics

- Proficient in English and bilingual (Spanish/English) a plus;
- Customer service experience;
- Experience with Microsoft Office and Excel;
- Able to lift heavy objects up to 30 lbs.
- Positive attitude and friendly demeanor;
- Willing to take initiative and be a team player;

#### Education

- High school diploma or equivalent required
- AA degree or some college desirable

#### **Position Title: Expanded Learning Opportunities Program Coordinator**

Classification: Full Time, Exempt

Reports to: Principal

#### Job Overview

The ELOP Coordinator is responsible for the implementation and oversight of the Expanded Learning program.

#### Schedule and Essential Functions

The Coordinator is responsible for working during Expanded Learning Program operational hours.

Summer/Fall/Spring Break: 7:30 a.m.–4:00 p.m.

School Days: 9:30 a.m.–6:00p.m

- Develop the school calendar for expanded learning programs in advance of the school year.
- Work with the Principal to ensure the implementation of an enriched curriculum and develop an appropriate budget.
- Request and evaluate proposals from vendors.
- Develop promotional and communication materials to distribute to families.
- Maintain documentation of all forms of communication promoting the program.
- Develop enrollment rosters for the program.
- Meet with staff on a regular basis, including one-on-one check-ins and group meetings, to monitor program implementation and facilitate communication among stakeholders (e.g. having meetings with Principal, school leaders, vendors, school staff.).
- Lead all communication regarding ELOP programs to parents and school staff.
- Record, input, and track data reports and ensure compliance with the organizational policies and audit requirements.
- Develop surveys to determine the popularity and success of programs with students and parents.
- Monitor and request adequate instructional supplies and materials for the program.

- Report regularly to the Principal with issues of concern that need immediate attention to identify trends and make recommendations for programmatic improvement.
- Act as a program liaison to the partner school on campus including LAUSD's custodial and cafeteria staff.
- Carry out the mission, vision, and values of Synergy Academies.
- Create and nurture a safe, positive and welcoming working environment for staff, students and parents.
- Maintain high behavioral expectations for students.
- Maintain close, daily contact with school staff and parents to provide and receive student information.
- Develop and supervise staff activities as it relates to Expanded Learning, including staff development and training.

### Qualifications

- Fluent in English and Spanish, written and oral.
- 2+ years of experience working in a school setting.
- Outstanding skills in relationship-building, oral and written communication, interpersonal relations, and problem-solving.
- A proactive self-starter with the ability to multitask, establish and rearrange priorities, and maintain focus in a fast-paced environment.
- Proficient in the use of computers, including but not limited to word processing, spreadsheets, multimedia presentations, e-mail, the Internet, and digital media.
- Work with attention to detail and able to meet deadlines.
- Able to lift heavy objects up to 30 lbs.
- College Degree preferred, but not required.

### **Position Title: Office Manager, Bilingual Spanish**

Classification: Full Time, Exempt

Reports to: Operations Coordinator

### Job Overview

Provides office support to the school site, maintaining student files, and attending to student, parent and staff needs.

### Essential Functions

#### *Office Operations*

- Greet and assist students, parents, staff, and any visitors warmly and in a professional manner. Maintain appropriate visitor documentation.
- Type and distribute school correspondence including letters, memos, and weekly newsletters.
- Answer busy phones, provide answers, take messages, and direct calls to the appropriate staff member.
- Assist in receiving and organizing supplies and materials.
- Prepare outgoing student mailings and distribute incoming mail.

#### *Student Information and Data*

- Support the annual student recruitment, lottery, and enrollment process.
- Update student information in the school's Student Information System, including enrolling new students and preparing transcripts.
- Ensure confidentiality and security of work space, files, and all information pertaining to students, parents, staff, and community.
- Coordinate, track, and document the collection and distribution of student cumulative records and transfer papers from both receiving and sending schools.
- Monitor access to students' cumulative records, including documenting access to records according to special education policies and procedures.
- Ensure that student records are locked up and secured each day.

#### *Attendance*

- Participate in the daily student attendance process by tracking tardies, absences, and medical leaves, verifying attendance taken by teachers, and updating attendance information in Infinite Campus.
- Assist in the preparation of monthly attendance reports.

#### *Student, Family and Staff Relations*

- Help to maintain a positive, nurturing, and achievement-oriented school culture that includes college preparation for all students.
- Build relationships with families to keep them well-informed and support their needs.
- Support staff members with office assistance when needed and maintain positive working relationships with everyone on staff.
- Provide English/Spanish translation for families and staff.
- Assist with and attend meetings on evenings and weekends when necessary.

#### *Other Responsibilities*

- Assist with school fundraisers including the collection, counting of funds and organizing paperwork.
- Prepare books, supplies and other educational materials for use by labeling, attaching barcodes and distributing when needed.
- Attend to student needs and injuries, including maintaining the documentation of student first aid visits to the office.
- Assist with student supervision at school or on field trips when needed.
- Assist with the implementation of the School Safety Plan, including helping to replenish any emergency supplies on a regular basis.
- Assist leadership team with various tasks as needed.

#### Qualifications and Desired Characteristics

- Oral and written proficiency in English and Spanish, including the ability to translate in both English and Spanish.
- At least three years of experience working in a school office setting.
- Ability to type 35+ words per minute.
- Knowledge of student information systems.
- Experience with managing and entering data.
- Detail-oriented individual who is willing to do what it takes to get the job done.

- Ability to multi-task in a fast-paced environment.
- Ability to take direction as well as take initiative.
- Positive, professional demeanor.
- Able to lift heavy objects up to 30 lbs.

#### Education

- High school diploma or equivalent required. Some college preferred.
- Coursework in computers, word processing, data management, file-keeping, etc., a plus

#### **Position Title: Special Education Clerk**

Classification: Full-Time, Non-Exempt, Temporary

Reports to: Principal/Director, Special Education and Student Services

#### Job Overview

Provide support to the Special Education Department and department staff by performing various administrative functions for the Special Education team including but not limited to IEP clerical support, sending out necessary correspondence, and assisting to ensure compliance.

#### Essential Functions

##### *Compliance Management*

- Maintain confidential files.
- Track special education and IEP goal progress for students, as directed by RSP.
- Communicate professionally with parents and provide translation when needed.
- Monitors timeline for mandated assessment and Individual Education Plan (IEP) team meetings.
- Supports the completion of IEP meetings in compliance with mandated timelines by working with RSP to ensure that all providers are prepared to participate and have completed drafts of the IEP.
- Communicate with general education teachers to obtain support the RSP in monitoring IEP goal progress and completion.
- Responds to inquiries from teachers, parents, students and other staff regarding items related to IEPs.
- Enter IEP information in Welligent, including tracking student participation.
- Update Special Education Snapshots after each meeting and deliver updated documents (including revised 504 plans) to appropriate staff members.
- Under the supervision of the RSP support students with work completion, monitor virtual class attendance, and consistently complete grade checks to ensure student success.
- Assist special education department with maintaining and organizing files.

##### *Student and Family Relations*

- Help to maintain a positive, nurturing and achievement-oriented school culture that includes college preparation for all students.
- Build relationships with families to keep them well-informed and support their needs.
- Assist with and attend meetings on evenings and weekends when necessary.

##### *Other Responsibilities*

- Attend to student needs and injuries, report all student injuries and direct the students to first aid in the office if applicable.
- Assist with student supervision on field trips when needed.
- Become familiar with and assist with the implementation of the School Safety Plan.
- Assist with other duties as needed, including light custodial work (i.e., emptying trash, sweeping floors, emergency cleanup, etc.)

#### Qualifications and Desired Characteristics

- Proficient in English and bilingual (Spanish/English) a plus
- Customer service experience
- Experience with Microsoft Office and Excel
- Able to lift heavy objects up to 30 lbs.
- Positive attitude and friendly demeanor
- Willing to take initiative and be a team player

#### Education

- Bachelor's Degree

#### **Position Title: Chief Executive Officer/Superintendent**

Employee Class: Superintendent

Classification: Full Time, Exempt

Location: Synergy Academies

Reports to: Board of Directors

#### Job Overview

The Chief Executive Officer/Superintendent oversees the administration of schools, the educational programs and the operational policies of the organization.

#### Essential Functions

- Develop, implement and monitor a strategic plan that addresses the organization's mission and vision, academics, student health and welfare, family and community partnerships and fiscal/operational health of the organization.
- Direct the preparation of the annual budget and recommends to the Board the budget necessary to achieve quality educational programs and ensures that the organization is a fiscally responsible steward of public resources.
- Further the plan for long-term financial sustainability of the organization by ensuring fiscal and operational efficiency across the organization; and
- Ensure school and organizational compliance with federal, state and local laws and regulations that pertain to public school education.
- Monitor and track state and local education and public policy activities; strategize and advance interventions to influence legislation toward achieving favorable outcomes for Synergy schools.
- Interpret and provide information on education policies to the Board, school leaders, personnel, staff, and families.
- Build relationships with local and state education and public policy organizations, advocacy organizations and other key community partners. Collaborate and communicate

to exchange information, coordinate activities and resolve issues and concerns in the greater Los Angeles school community.

- Interview, select, supervise, and evaluate the performance of the senior leadership team; coordinate and direct employee assignments and review work to ensure compliance with established plans, strategies, standards, requirements, and procedures as needed.
- Build and support a strong, cohesive culture across the headquarters team and school teams that leads to an embedded and aligned organizational identity.
- Oversee the organization's branding, marketing, public relations, and communications efforts in support of student and staff recruitment.

### Experience and Qualifications

The ideal candidate will believe deeply in the mission of Synergy Academies and will be driven by the belief that closing the opportunity gap is possible. S/he will also have experience leading a high performing school or system of schools and/or a successful nonprofit supporting schools or school reform efforts. Additionally, the ideal candidate may have experience as a senior leader in a public school district or a CMO that has made significant academic gains for ethnically diverse low-income students. The Synergy Academies board is specifically seeking someone with:

- A minimum of ten years work experience including a track record of success leading an organization or a team to meet aggressive goals.
- Superior relationship management skills, the ability to interact with a variety of stakeholders, and the executive presence to inspire confidence and passion in both internal and external audiences.
- Experience working with urban schools and engaging residents of urban communities.
- A track record of leading, motivating, and developing high performance teams and/or the desire and ability to manage others and help them meet their potential.
- A Bachelor's degree from an accredited, four-year university; advanced degree preferred (e.g. EdD, PhD, MBA, JD, MPA, MA, MS, MEd).
- A California Certificated Teaching Credential issued by the California Teaching Commission.

In addition, the ideal candidate will also possess the following qualifications:

- Philosophical Alignment: Belief in the mission of Synergy Academies;
- Commitment to Urban Education: Belief that it's possible to close the achievement gap;
- Cultural Competence: A humble, self-aware leader who understands how race, class, ethnicity, sexual orientation, and income impact our society and has a demonstrated commitment to ensuring all students are able to reach their goals; and
- Drive: The willingness to do whatever it takes, regardless of circumstances, to fulfill responsibilities and to achieve results

### **Position Title: Chief Academic Officer**

Employee Class: Administration/Supervisions

Classification: Full Time, Exempt

Location: Synergy Academies

Reports to: CEO/Superintendent

### Job Overview



The CAO will serve as the main instructional leader of the organization and will oversee the instructional program. The CAO will support, develop, and manage School Principals, the Directors, and Instructional Coordinators to ensure strong academic outcomes and social/emotional development for all students. The CAO leads the planning, development, implementation, and evaluation of instructional programs for TK-12 students; provides decisive, dynamic leadership and supervision of curriculum and instruction; provides direction and inspiration for continual improvement in academic content standards and assessment, teaching and learning, and professional development; and, ensures compliance with policies, practices, and procedures. This position reports directly to the CEO/Superintendent and serves as a key member of the organization's senior leadership team.

### Essential Functions

#### *Instructional Leadership*

- Creates a bold strategic vision for Synergy's academic model which incorporates evidence-based practices, aligns curriculum, instruction, and assessments, meets state, federal, and college/career requirements
- Ensures the academic model includes high expectations and an effective tiered system of supports to meet the needs of all students, including special populations (e.g., Special Education, English Learners, and other groups)
- Provides leadership and support on adopting research-proven pedagogy and standards-based instructional practices
- Implements the organizations academic priorities and goals in collaboration with the Instructional Leadership Team, and monitors and evaluates the effectiveness of instructional programs
- Oversees the hiring of well qualified staff who excel at meeting the academic and social-emotional needs of students

#### *Assessment and Data Strategy*

- Review data with instructional leaders to identify strengths, growth areas and corresponding instructional action plans based on formal and informal assessments.
- Ensure student data is analyzed regularly and is used to inform lesson planning
- Lead the process for administering assessments and disseminating assessment results to staff and families.

#### *Professional Learning and Development of Instructional Staff*

- Continually aligns and refines academic model, professional development, and coaching systems to drive improvement and achieve desired student outcomes
- Create data-driven culture across Synergy's schools and ensures team efforts are effectively building the capacity of teachers and leaders across the system to meet the needs of all students and create conditions for students to thrive

#### *Principal/Instructional Leader Management and Coaching*

- Directs and coaches school leaders on school management, including planning, staffing, program, culture, curriculum, instruction, and assessments
- Lead the schools in continuous improvement of programs and systems, including the development of school plans and key performance indicators, and setting high expectations

and standards for quality teaching and learning that aligns with Synergy’s mission, vision and culture

- Defines and monitors key metrics to determine success of schools and foster data-driven continuous improvement
- Support instructional leaders in establishing, prioritizing, and implementing programs that are aligned to Synergy’s mission, vision, and goals
- Act as a sounding board and advisor to Principals to support and coach them in moments of challenge, continuously providing thought partnership, with a focus on student outcomes and achievement
- Ensure high quality, consistent implementation of curriculum, strong instructional practices, and routines
- Foster a supportive and positive culture while ensuring accountability
- Observe and provide regular, actionable feedback to instructional leaders

#### *Senior Leadership*

- Collaborate with the CEO and COO to establish and accomplish organizational goals, objectives and strategic plans, state and federal reports, and develop budgets
- Develop external partnerships with educational organizations, district and non-profit partners
- Create and review educational presentations and reports to share with the Board and as part of charters, compliance reports, and grant applications
- Work with key stakeholders in the development and revisions of educational policies for recommendation to the Board

#### Education and Experience

- Advanced degree in education (i.e., a Master of Education or Doctor of Education degree) and/or an administrative credential
- At least three years of experience in K-12 school administration
- At least three years teaching experience in more than one grade level
- Possess a valid clear California teaching credential with authorization to work with English Learners of equivalent teaching credentials from another state

#### Qualifications and Desired Characteristics

- Strong teaching background with a track record of assisting educationally disadvantaged students in obtaining high levels of academic achievement.
- Experience in curriculum development and evaluation.
- Experience with coordinating testing programs and program evaluation.
- Comfortable with creating and delivering presentations both small and large audiences.
- Experience with multiple aspects of organizational management, including, but not limited to managing employees and volunteers, financial resources, and material resources.
- Experience leading, planning, and managing in a charter school setting.
- Possesses excellent management, communication, public relations, customer service, and interpersonal skills.
- Has a strong work ethic and commits to doing whatever it takes for students to excel.

**Position Title: Chief Operating Officer**

Classification: Full Time, Exempt  
Location: Synergy Academies  
Reports to: CEO/Superintendent

### Job Overview

The Chief Operating Officer is responsible for overseeing and managing Synergy's financial and operational health, including human resources, budgeting, financial reporting, procurement, payroll, audits, and compliance reporting. The Chief Operating Officer also serves as the corporation's Secretary and Treasurer. The Chief Operating Officer's responsibilities and essential functions are subject to any direction or limitations determined by the CEO and/or Board.

### Essential Functions

#### *Financial Management*

- Lead the annual budget process for the organization including monitoring of budget vs. actuals and cash flow.
- Coordinate with back-office providing on accounting and financial reporting.
- Oversee the accounts payable process and monthly payroll process with operations staff.
- Coordinate the annual audit process and serve as main liaison for external auditors.
- Regularly review and revise finance and accounting policies as necessary to ensure proper internal controls and sound fiscal practices.

#### *Human Resources*

- Oversee all points of the employee lifecycle including recruiting, on-boarding/orientation, feedback and evaluation, in accordance with Synergy's policies.
- Ensure employee compliance with required credentials and training.
- Supervise Senior Manager, HR and Operations and work to ensure that HR team is a reliable and trust-worthy resource for employees seeking support and solutions.
- Oversee selection of benefits brokers and specific benefits offered to employees (ex. health benefits, retirement benefits, etc.)
- Establish, refine and maintain employment policies and practices that comply with federal and state regulations.
- Work with leadership to establish recruitment incentives and retention programs.

#### *Transportation & Food Services*

- Ensure school-based staffing, systems, and vendors are in place for transportation and food programs with timely, reliable, safe, on-budget, and fully compliant delivery of services.

#### *Legal and Risk Management*

- Lead management of legal affairs, contracts review, securing insurance, and implementing risk management strategies.

#### *Operations*

- Oversee the work of the Data and Communications Manager to ensure effective management of student information systems, student application and enrollment processes and compliance reporting.

- Plan, develop and implement technology plans, policies, procedures and budget in conjunction with school leaders and IT staff. Supervise the IT Manager.
- Manage facilities-related programs including Prop. 39.
- Serve as Corporate Secretary of Synergy Academies and provide support to the Board of Directors.

#### Qualifications and Desired Characteristics

- Bachelor's Degree or equivalent experience required (Master's Degree in related field preferred);
- At least ten years of progressively increasing operational management experience that includes finance and human resources functions.
- Experience leading, planning, and managing in a charter school setting.
- Possesses excellent management, communication, public relations, customer service, and interpersonal skills.
- Has a strong work ethic and commits to doing whatever it takes for students to excel.

#### **Position Title: Director of Special Education and Student Services**

Classification: Full Time, Exempt

Location: Synergy Academies

Reports to: CAO

#### *Job Overview*

The Director of Special Education and Student Services is the lead administrator for the Special Education Program and for student services provided under the McKinney Vento Program.

#### Essential Functions

Hire and provide program support to all Synergy special education staff.

- Plan programs, coordinate curricular resources, and evaluate the effectiveness of special education programs with special education staff and Principals
- Serve as Synergy's main special education representative to Synergy's schools' authorizers, to the appropriate Special Education Local Plan Area, in informal dispute resolution, mediation, and dispute resolution situations, with advocates and legal counsel, and in other circumstances as needed
- Assist with the development of and monitor each school's special education budget with the School Principals and COO
- Develop, implement, and evaluate special education-related staff development programs for special education and general education staff
- Plan, coordinate, and monitor compliance relative to child welfare and attendance programs as well as help monitor student attendance data with operations staff, including assisting school sites with their truant students and their families
- Develop procedures and monitor implementation of student discipline, suspensions, and expulsions
- Monitor, evaluate, and provide support regarding to Resource Specialist Teachers and their ability to:
  - Manage student caseloads, including helping to ensure that all service providers are providing services according to students' Individual Education Programs (IEPs)

- and documenting services in Welligent (or other required special education computer-based program) on a weekly basis (at minimum)
- Provide appropriate services, accommodations, and modifications as needed to assigned student caseload
- Coordinate the preparation and submission of all reports to LAUSD with School Principal within the given deadlines
- Coordinate and lead IEP meetings and Section 504 plan meetings
- Write IEPs and Section 504 plans
- Adhere to special education laws, regulations, policies, and procedures, including meeting paperwork, communication, and timeline requirements
- Lead and/or assist with both Student Success Team (SST) meetings, IEP meetings, and Section 504 meetings as needed, including helping to write IEPs and/or Section 504 plans
- Work with School Counselors and School Principals to help oversee school site counseling programs for both special education and general education students, including ensuring compliance with appropriate documentation and service tracking
- Ensure that each school site follows all procedures with regards to student referrals and IEP meetings to ensure compliance with state and federal special education laws and the Modified Consent Decree (including coordination of IEP meetings and special education assessments)
- Maintain a professional manner when working with students, staff, parents/family members via both written and oral communication
- Assist school sites with maintaining high standards of student conduct, including:
  - Helping to implement Synergy's school wide discipline plans
  - Overseeing Synergy's student expulsion process, including serving as Synergy's main administrator during expulsion hearings and coordinating expulsion hearing details with school sites, the administrative panel members, and Synergy's Board of Directors
  - Ensuring that Synergy's school sites adhere to all suspension and expulsion policies and procedures, as well as compliance with required paperwork and timelines
- Help school sites establish a culture of high expectations that include college preparation for all students
- Assist each school site to effectively manage student behavior and organize classroom systems to ensure all students are safe and fully engaged in learning
- Perform other related duties as required and assigned
- Demonstrate knowledge and support of Synergy's mission, vision, policies, procedures, and charter petitions
- Adhere to the California Standards for the Teaching Profession

#### Qualifications and Desired Characteristics

- Strong understanding of and ability to oversee compliance with relevant California and federal codes and special education laws, regulations, policies, and procedures, including IDEA and Section 504
- Previous experience writing IEPs, leading IEP meetings, understanding of and ability to meet required special education paperwork and timelines, case management of students' special education services, logging and tracking of service provider hours, and familiar with special education computer systems such as Welligent

- Work with attention to detail and able to meet deadlines
- Ability to plan, implement, and successfully operate compliant special education programs
- Communicate well via both written and oral communication means.
- Possess strong interpersonal skills, including the ability to interact effectively with staff members, parents, district personnel, vendors, and other external parties.
- Proficient in the use of computers, including but not limited to word processing, spreadsheets, multimedia presentations, e-mail, the Internet, and digital media.
- Be familiar with the California State Standards
- Demonstrate an in-depth understanding of and commitment to the school's mission and vision
- Previous experience supervising other staff is preferred but not required
- Positive, friendly demeanor
- Willing to take initiative and be a team player
- Fluent in Spanish preferred but not required.
- Able to lift heavy objects up to 30 lbs.

#### Education and Experience

- Possess a valid Clear California Special Education Teaching Credential
- Possess a CLAD or BCLAD authorization or has authorization to work with English Language Learners
- Has at least five years of full time teaching experience in a K-12 setting (elementary, middle, and/or high school) in special education
- Administrative credential and/or a Master's degree in Education or a related field is preferred

#### **Position Title: Director, English Learner Programs and Services**

Classification: Full Time, Exempt

Reports to: CAO

#### *Job Overview*

Under the administrative direction of the CAO, the Assistant Director, English Learner Programs and Services will oversee the English Learner Program across three campuses.

#### Essential Functions

##### *Curriculum, Instruction, and Teacher Support*

- Ensure EL programs comply with state guidelines for English learner services
- Perform observations and provide feedback to the Designated ELD teachers to support lesson plan development and effective classroom instruction
- Develop and deliver professional development to support teachers in delivering integrated ELD

##### *Support the Identification, Assessment, and Placement of English learners*

- Coordinate the logistics and the facilitation of ELPAC administration for all three sites
- Provide resources for student awareness and preparation for EL assessments
- Facilitate the assignment of SBAC supports for English Learners

- Work with school site administration to ensure appropriate identification and placement of English Learners.
- Refine the EL Master Plan as necessary and communicate English Learner supports to all stakeholders

#### *Monitor the progress of English Learners*

- Develop the district English Learner evaluation and monitoring plan
- Monitor compliance, student placement, and reclassification procedures at all three sites
- Review district and site English Learner data, meet with principals to debrief data, and designing professional development to address areas of weakness

#### *Support parent engagement and involvement*

- Provide resources to support schools with parent engagement and active ELAC involvement
- Collaborate with the Family and Community Outreach Manager to ensure authentic parent engagement and involvement with regard to English Learner progress

#### *Coordinate and build capacity of English Learner leadership*

- Assist in ensuring all LEA and school plans align and support EL priorities
- Further develop one's own capacity by seeking out professional development opportunities and collaborating with other charter management organizations to research best practices and develop programs; develop and deliver professional development to staff when appropriate
- Coordinate with curriculum directors to ensure effective integrated and designated ELD program implementation and support
- Work with the special education leads to implement and monitor English Learners with special needs

#### Qualifications and Experience

- Possesses a clear California multiple subject or single subject teaching credential.
- Has either a Master's degree in education, an administrative credential, or at least two years of school leadership experience such as serving as a BTSA Support Provider, coordinator, or grade-level or subject matter chair at a school site.
- Has at least three years of experience as a Program Administrator for English Learner Programs.
- Has at least three years of teaching experience in a K-12 setting (elementary, middle, and/or high school).
- Demonstrates an in-depth understanding of and commitment to support Synergy's mission, vision, policies, procedures, and charter petition.
- Demonstrates a positive attitude, works as a team player, takes initiative as a leader, and is willing to do "whatever it takes" to help students, staff, and parents succeed.
- Has a strong instructional background and is willing to learn new instructional strategies and philosophies as well as how to teach other grades and subjects that they may not have taught before.
- Exhibits strong classroom management and experience in enforcing school-wide discipline policies.
- Works with attention to detail and is able to meet deadlines.

- Communicates well via both written and oral communication means.
- Possesses strong interpersonal skills, including the ability to interact effectively with staff members, parents, district personnel, vendors, and other external parties.
- Possesses strong organizational skills.
- Able to lift heavy objects up to 30 lbs.

**Position Title: Director of Literacy**

Classification: Full Time-Temporary, Exempt

Reports to: CAO

*Job Overview*

Under the administrative direction of the Chief Academic Officer, the Director of Literacy will provide instructional leadership, vision, and strategic direction for curriculum, instruction, assessment, and professional development ensuring Synergy Academies have outstanding literacy achievement and growth across all grades (K-12), with an emphasis on middle school grades. Additionally, the Director of Literacy will spearhead efforts to engage the community to advance the literacy rate on a broader spectrum.

Essential Functions

- Demonstrate knowledge and support of Synergy's mission, vision, policies, procedures, and charter petition.
- Adhere to the California Standards for the Teaching Profession.
- Determine needs of literacy intervention, specifically for grades 6-8, and research, plan and implement an incoming intervention program for 6th graders.
- Support staff with professional development as it relates to reading instruction, including the science of reading.
- Work with the Director of Special Education and Student Services and the Director of English Language Learner Programs and Services to support of English Learners and students with special needs.
- Develop early childhood development classes for guardians and children ages 1-3 that will include early literacy, art activities, and play based learning.
- Lead family literacy classes and activity nights where parents can engage in workshops to develop their own literacy skills and learn ways to incorporate these at home with their children.
- Develop and lead adult ESL classes for adults in the community who are not native English speakers to assist them in their acquisition of the English language.
- Develop and lead an adult reading program to an opportunity for adults to learn how to read and write in English.

Qualifications and Experience

- Expertise in the science of reading, encompassing phonological awareness, phonics, fluency, vocabulary, and comprehension strategies, with a focus on reading science-related texts.
- Strategic thinker translating research into actionable plans for enhanced literacy and achievement.



- Proven leadership and team management skills, fostering high-performing teams focused on improving reading comprehension from a science of reading approach.
- Outstanding communication skills for conveying complex concepts to diverse audiences.
- Collaborative approach, building strong partnerships with stakeholders at all levels.
- Innovative problem solver committed to educational excellence and equity in reading.
- Skilled in data analysis for monitoring and driving academic growth in reading.
- Communicate well via both written and oral communication means.
- Possess strong interpersonal skills, including the ability to interact effectively with staff members, parents, district personnel, vendors, and other external parties.
- Proficient in the use of computers, including but not limited to word processing, spreadsheets, multimedia presentations, e-mail, the Internet, and digital media.
- Demonstrate an in-depth understanding of and commitment to the school's mission and vision.
- Previous experience supervising other staff is preferred but not required.
- Positive, friendly demeanor.
- Willing to take initiative and be a team player.
- Fluent in Spanish.
- Able to type 40-60+ wpm.
- Able to lift heavy objects up to 30 lbs.

#### Education and Experience

- Has at least three years of full-time teaching experience in a K-12 setting (elementary, middle, and/or high school).
- Hold at least a Bachelor's Degree.
- Possess an administrative credential and/or a Master's degree in Education or a related field is preferred, but not required
- Possess a valid Clear California Special Education Teaching Credential.
- Possess a CLAD or BCLAD authorization or has authorization to work with English Language Learners.

#### **Position Title: Senior Manager, HR and Operations**

Classification: Full Time, Exempt

Reports to: Chief Operating Officer

#### *Job Overview*

The Senior Manager, HR and Operations ensures the organizations employees are onboarded, trained and supported throughout their employment with Synergy and manages the school business functions in the Headquarters Office.

#### Essential Functions

##### *Human Resources*

- Recruit new employees through university and charter-sponsored recruitment fairs.
- Process new employees including creation of files, collection of necessary documents, and setup on Synergy systems.
- Run Synergy's payroll process and management of documents in Paycom system.
- Manage employee leaves of absence and compliance documents related to protected leave.

- Conduct HR office hours and check-in interviews with staff to ensure that employees have an opportunity to ask questions and to serve as an employee advocate.
- Prepare and distribute documents for employee renewal process.
- Lead health benefits open enrollment process.
- Maintain strong communication with Principals and Directors and keep them up to date on HR issues.
- Prepare exit documents and conduct exit interviews for employees leaving Synergy.

#### *Operations*

- Manage the Accounts Payable process to ensure correct coding of documents, timely payment of invoices and reimbursements.
- Oversee filing systems and ensure timely and correct filing of documents.
- Identify documents to move to off-site storage annually and coordinate the process.
- Review documents and systems and advise on ways to make procedures and processes more user-friendly and efficient.
- Train and advise school office employees on HR and Operations responsibilities and tasks.
- Supervise the Operations & Compliance Manager.

#### *Compliance*

- Monitor TB clearance dates and credential expirations to ensure timely renewals.
- Prepare and distribute PARs documents for employees paid from restricted funds.
- Prepare HR and payroll reports to staff and back office when needed for analyzing credentials, experience or hours worked.
- Collect and maintain required vendor documents including TB/livescan verifications, certificates of insurance, etc.

#### *Other*

- Provide translation and/or administrative support as needed to HQ leaders and school sites.
- Ensure that the organization is in compliance with all applicable laws.
- Perform other related duties as assigned or requested.

#### Qualifications and Desired Characteristics

- At least 2-3 years of related experience in human resources and operations in a charter school setting.
- Strong interpersonal, oral and writing skills to be able to communicate effectively with a variety of stakeholders.
- At least 1 year of experience with payroll processing.
- Proficient in the use of computers, Microsoft Word and Excel, multimedia presentations, e-mail, the Internet, and digital media.
- Detail-oriented and able to multi-task effectively.
- In-depth understanding of and commitment to the school's mission and vision.
- Able to lift heavy objects up to 30 lbs.

#### **Position Title: Operations and Compliance Manager**

Classification: Full Time, Exempt

Reports to: Senior Manager, HR & Operations and COO

### Job Overview

The Operations and Compliance Manager oversees the Accounts Payable process and various compliance programs for the organization.

### Essential Functions

#### *Operations*

- Supervise the HQ Operations Coordinator.
- Manage the Accounts Payable process, ensure correct coding of documents, timely payment of invoices and reimbursements, and investigate and resolve stale checks.
- Prepare month-end documentation for EdTec.
- Interface with existing vendors and research and setup accounts with new vendors for invoicing.
- Lead the bi-monthly payroll submission with assistance from HQ Operations Coordinator and school office staff.
- Lead the preparation and circulation of PARs payroll documents for signature and filing.
- Coordinate annual work with document destruction and document retention vendors with Data and Records Assistant and school sites.

#### *Compliance*

- Gather information and prepare the HR, vendor and volunteer compliance grid documents for LAUSD oversight.
- Communicate with vendors, gather and organize compliance documentation.
- Manage the annual alternative income form collection with school sites and ensure compliance with dates and data.
- Coordinate collection and organization of documents for audits, fiscal oversight visits and other financial reviews of the organization.
- Organize grant documentation and work with school sites on management of budget and records.

#### *Other*

- Assist Senior Manager, HR and Operations with recruitment, onboarding and employee relations when needed.
- Translate when needed at board meetings, school site meetings and events.
- Perform other related duties as assigned or requested.

### Qualifications and Desired Characteristics

- Bachelor's Degree.
- At least 2 years of related experience with charter school operations.
- Strong interpersonal, oral and writing skills to be able to communicate effectively with a variety of stakeholders.
- At least 1 year of experience with payroll processing.
- Proficient in the use of computers, Microsoft Word and Excel, multimedia presentations, e-mail, the Internet, and digital media.
- Detail-oriented and able to multi-task effectively.
- In-depth understanding of and commitment to the school's mission and vision.

- Able to lift heavy objects up to 30 lbs.

**Position Title: HQ Operations Coordinator**

Classification: Full Time, Exempt

Reports to: Operations and Compliance Manager

Job Overview

Provides administrative support to Synergy headquarters by coordinating the HQ office and assisting with operations tasks in Synergy's Headquarters.

Essential Functions

*Human Resources*

- Assist with employee onboarding functions including disseminating training plans, helping to coordinate new hire orientations and other employee events, gathering documents for teacher certification process.
- Serve as the HQ contact for processing and managing volunteers.
- Organize and file confidential personnel records including pay records, performance evaluations and certifications.
- Assist the Operations team with the preparation and dissemination of offers, agreements and other communication with employees.
- Gather ideas, generate content and publish the quarterly employee newsletter.

*Payroll and Benefits*

- Assist the Operations and Compliance Manager with the auditing of bi-monthly payroll compliance items such as hourly employee lunch compliance and supplemental hour entries.
- Track employee benefit costs by resource on an annual basis.

*Accounts Payable*

- Sort all incoming mail and identify invoices.
- Code all invoices with appropriate accounting codes.
- Contact vendors when necessary to follow up on invoices, account balances, stale checks, and update account information with Edtec.
- File paid invoices and other financial records.
- Assist with the credit card reconciliation process with school leaders and the collection of documentation.
- Help gather and organize documents for audits, fiscal oversight visits and other financial reviews of the organization.

*Deposits*

- Help to collect cash deposits from all school sites and deliver to SCA.
- Serve as second counter as needed to count deposits.

*Office*

- Maintain an inventory of custodial and office supplies for HQ.
- Purchase items and Synergy uniforms when necessary for HQ trainings and events.

- Serve as point person for custodian, other visitors to the HQ office.
- Retrieve mail from Synergy post office boxes when necessary.
- Retrieve headquarters mail from Synergy Charter Academy, Synergy Kinetic Academy and Synergy Quantum Academy when present on school campuses.
- Assist staff with the translation of documents and mass mailings.
- Manage the filing of records in the HQ office.
- Purchase and manage all organizational “swag”, staff uniforms, student recruitment and other items for outreach purposes.

#### *Development*

- Assist with the preparation of external communications and mailings, including annual fund drive.
- Assist with the planning and logistics for staff trainings and special events including school tours.
- Document and process all incoming check donations and record correct donation code.
- Assist with the ordering of Synergy supplies and materials.

#### *Student Transportation*

- Coordinate the LA Metro Student Tap Card Program for the schools.
- Coordinate student transportation for special ongoing needs such as student sports.

#### *Other Responsibilities*

- Provide Spanish translation at board meetings and during parent conferences when needed.
- Help to maintain a positive, nurturing, and achievement-oriented school culture that includes college preparation for all students.
- Assist with and attend meetings on evenings and weekends when necessary.
- Assist leadership team with various tasks as needed.

#### Qualifications and Desired Characteristics

- Oral and written proficiency in English and Spanish.
- Strong working knowledge of Microsoft Word and Excel.
- Ability to type 35+ words per minute.
- Knowledge of student information systems a plus.
- Experience with managing and entering data.
- Detail-oriented individual who is willing to do what it takes to get the job done.
- Ability to multi-task in a fast-paced environment.
- Ability to take direction as well as take initiative.
- Positive, professional demeanor.
- Must have a valid California driver’s license and provide proof of insurance.
- Must have reliable transportation.

#### Education

- High school diploma or equivalent required. Some college preferred.
- Prior experience with charter school operations a plus.
- Coursework in computers, word processing, data management, file-keeping, etc., a plus.

**Position Title: Data & Communications Manager**

Classification: Full Time, Exempt

Reports to: Chief Operating Officer

*Job Overview*

Manage, produce and disseminate data and information for the schools and its stakeholders.

Essential Functions*Testing*

- Manage testing calendar for school sites ensuring proper administration in accordance with deadlines.
- Serve as main resource for school site test administrators for accessing reports and other data sets.

*Data Management*

- Supervise and provide support to the Data and Records Assistant.
- Facilitate the implementation of Synergy's student information system, Infinite Campus, including maintaining system administration and providing user training.
- Ensure student data accuracy by developing and implementing standardized process around data entry and reporting of student information.
- Develop timelines and a standardized process for collecting information required for various reports and tracking key data such as student achievement data, student attendance and enrollment data, and other data as needed on a monthly basis.
- Serve as point person with LAUSD on attendance, prepare and submit attendance reports (ie: LAUSD Classification, LAUSD Statistical and P attendance reports, etc.).
- Assist and coordinate in distribution of requested data to schools and leadership team.
- Prepare and submit quarterly/yearly district and state reports for all school sites (CALPADS, SARC, CBEDS, CRDC, etc.).
- Complete quarterly Direct Certification imports to update student meal eligibilities.
- Support the schools and leadership team with coordinating data for annual district oversight visits.
- Compile and submit information for government and foundation grants, including the after-school grant program, ASES.
- Prepare and distribute bimonthly dashboard report for leadership team and Board of Directors.
- Train and coach school site personnel involved in data management.
- Compile information and upload for annual audit.
- Serve as organizational contact with LAUSD on MISIS Charter Project (Federal Modified Consent Decree).
- Manage roster import/sharing between Clever and learning applications such as iReady, Amplify, Naviance, etc.
- Manage open enrollment and lottery on Schoolmint.
- Prepare Infinite Campus for online registration.
- Complete routine data imports in Ellevation.

### *Communications*

- Update the organization's website with current information.
- Maintain the organization's social media and employment recruitment pages through the ongoing collection of content from the school sites.
- Represent the organization at external events in the evenings and weekends as needed.

### *Records Management*

- Communicate with the school offices annually regarding the timeline and procedures for prepping student files for transfer to storage.

### *Testing*

- Ensure that all student data is up to date in CALPADS prior to State testing (CAASPP and ELPAC).

### *Other Responsibilities*

- Demonstrate knowledge and support of Synergy's mission, vision, values, policies, procedures, and charter petitions.
- Assist in translating projects.
- Perform other duties as assigned.

### Desired Characteristics

- Positive attitude and friendly demeanor.
- Excellent phone, oral and written communication, organizational, and problem solving skills.
- Strong computer skills, including experience with typing, word processing, spreadsheets, and multimedia presentations (PowerPoint, Keynote, etc.).
- Comfortable with creating and delivering presentations to both small and large audiences.
- Must be able to move/lift up to 30 lbs.
- Fluent in Spanish preferred.
- Willing to take initiative and be a team player.

### Education and Experience

- Bachelor's degree
- 3+ years experience in data management and student information systems
- Charter school experience, preferred.

### **Position Title: Family and Community Schools Coordinator**

Classification: Full Time, Exempt

Reports to: CEO/Superintendent

### Job Overview

Coordinate all family and community outreach, resources and events to support Synergy's mission and vision.

### Essential Functions

#### *Family and Community Outreach*

- Work with the school leadership team, counselors and parents to identify student and family needs.
- Establish strong partnerships with community organizations and service providers in order to connect our families with resources they may need beyond what is provided by the school.
- Facilitate family involvement in a student's education by organizing workshops, meetings and events in conjunction with organization and school leadership.
- Attend all family and parent-oriented events at school sites such as Coffees with the Principal, Back to School Night and Parents Conferences.
- Utilize data gathered through needs assessments and surveys to guide planning and to evaluate impact of programming.
- Plan and lead family events for the organization including two Family University trips, Science Night, Art Night and Family Field Day.
- Consider ways to foster social interaction and activities for parents as they develop new friendships through their interactions with each other at Synergy events.
- Coordinate programs to support parent advocacy efforts on behalf of Synergy's schools and their children's education.
- Represent Synergy at community meetings and events, such as National Night Out, the Community Police Advisory Board and Neighborhood Council meetings.
- Coordinate publishing a monthly Synergy Family Newsletter and communicate Synergy-wide with parents and families to provide information regarding Synergy news and events, as well as community resources.
- Assist the organization with student recruitment and enrollment efforts by building strategic partnerships and attending community events that can increase awareness of our schools

*Day to Day Operations/Communications:*

- Willing to learn, willing to work hard, is a team player, has a "whatever it takes" attitude, and is willing to help out in any way needed.
- Maintain a professional manner when working with students, staff, parents/family members, and community members via both written and oral communication.
- Represent the organization in a positive light and work to maintain a strong positive school culture among students, staff, and families.
- Demonstrate knowledge and support of Synergy's mission, vision, values, policies, procedures, and charter petitions.
- Must be available to attend meetings in the evenings and on the weekends.  
Perform other related duties as required and assigned.

Job Location and Physical Requirements

The work location is shared work space in the HQ Office, in the field and at the school sites when necessary. The job is often at outdoor events and may require lifting materials, setting up basic furniture (pop-up tent and table), standing for periods of time, and walking. The person holding this position must be able to perform these physical tasks. Must have reliable transportation and required automobile insurance coverage and valid Class C California driver's license.

Qualifications



- Outstanding skills in relationship-building, oral and written communication, interpersonal relations, and problem-solving.
- A proactive self-starter with the ability to multitask, establish and rearrange priorities, and maintain focus in a fast-paced environment.
- 3+ years experience working on a school campus.
- Proficient in the use of computers, including but not limited to word processing, spreadsheets, multimedia presentations, e-mail, the Internet, and digital media.
- Fluent in English and Spanish, written and oral.
- Work with attention to detail and able to meet deadlines.
- Able to lift heavy objects up to 30 lbs.
- College Degree preferred, but not required.

**Position Title: Student Recruitment and Enrollment Coordinator**

Classification: Full Time, Exempt

Reports to: CEO/Superintendent

Job Overview

Support the organization's effort to recruit future students and assist families through the enrollment process.

Essential Functions

*Outreach and Recruitment*

- Work to implement a recruitment plan that aligns with Synergy's enrollment goals.
- Research and identify new community organizations, events and schools where Synergy can visit to recruit future students.
- Represent Synergy at key community events, fairs, festivals, outreach or media events that will help to promote the schools.
- Assist with planning school-site promotion events such as open houses or other recruitment activities like canvassing that will promote the school sites.
- Schedule and lead school site tours for prospective students and their families throughout the year in coordination with school leaders.
- Train and lead parent volunteers to assist with recruitment at community events.
- Maintain a calendar of recruitment events and circulate updates to leadership about progress.
- Help to implement an incentive plan for current families to participate in recruitment efforts by promoting enrollment with their extended families and networks.
- Create and share content and photos via website and social media pages to promote student recruitment.
- Support the Family and Community Schools Coordinator with other family engagement initiatives.

*Enrollment*

- Assist with the school site lotteries.
- Communicate with families of a student accepted into Synergy via phone, text, email, mail and social media about the enrollment process and offer assistance with enrollment.
- Participate in school site enrollment and other parent meetings.

- Set up office hours at school sites to assist parents and offices with enrollment.
- Coordinate other meetings and events for enrolling families as needed.

### Job Location and Physical Requirements

This job is primarily in the field and at the school sites when necessary. The job is often at events outdoors and may require lifting materials, setting up basic furniture (pop-up tent and table), standing for periods of time, and walking. The person holding this position must be able to perform these physical tasks. Must have reliable transportation and required automobile insurance coverage and valid Class C California driver's license.

### Qualifications

- Outstanding skills in: relationship-building, oral and written communication, interpersonal relations, and problem-solving.
- Spanish/English bilingual fluency required.
- A proactive self-starter with the ability to multitask, establish and rearrange priorities, and maintain focus in a fast-paced environment
- Recruitment and/or community building experience.
- Canvassing and phone-banking experience a plus.
- A working knowledge of word processing, database and/or spreadsheet application is required
- Ability to interact with students, staff and the public in a pleasant, tactful and courteous manner.
- Ability to research records and determine source of error.
- Ability to communicate effectively orally and in writing.
- Ability to work under pressure and meet deadlines.
- Ability to keep accurate records and maintain confidentiality.
- Knowledge and cultural competence of the local student and parent community.
- Knowledge of public education and charter schools preferred.
- Able to lift heavy objects up to 30 lbs.
- College Degree preferred, but not required

### **Position Title: IT Manager**

Classification: Full Time, Exempt

Reports to: Chief Operating Officer

### *Job Overview*

Manage all aspects of IT for the organization including network, procurement, asset management, end-user support, data and project management as well as technical support.

### Essential Functions

#### *Administration*

- Hire, train and supervise IT staff assigned to sites.
- Coordinate the technology budgets for each site and at the organizational level as part of the annual budget process.
- Support the E-rate funding process for the organization through the management of proposal and award process and final management of vendors selected.

- Communicate and help make IT decisions with school leaders.

#### *Network*

- Ensure networks are operational by monitoring their performance. Work with service providers to maintain service levels.
- Monitor internet access to ensure that it is operational and work with service providers to maintain service levels. Monitor bandwidth utilization.

#### *Technical Support*

- Evaluate the need for technical support at various sites and manage tech staff and vendors providing service;
- Provide secondary support in this area as needed.

#### *Hardware and Software Acquisition and Management*

- Systemize procurement procedures to ensure standardization of software and equipment, cost efficiencies, security and effective implementation of the technology.
- Identify best practices and systems for tracking assets and maintaining and verifying records.
- Establish configuration and software standards to efficiently update client computing devices.
- Develop a calendar for management activities for beginning and end of year to coordinate acquisitions, tracking, book value and configuration in advance of need.

#### *Security*

- Ensure organization's data is backed-up and that backups are routinely examined and tested for integrity.
- Implement procedures and systems for securing the organization's network and equipment.
- Overseeing the organization's firewall and web-content filtering services to ensure filtering of inappropriate content and compliance with the Children's Internet Protection Act (CIPA).

#### *Other Responsibilities*

- Coordinate with the Chief Academic Officer and School Principals on the technical requirements for standardized testing and instructional programs.
- Disseminate technology-related information to all sites via news bulletins and presentations at staff meetings.
- Conduct professional development for staff on the use of technology and software both in the classroom as well as for office use and administrative duties.
- Share personal knowledge and expertise in technology to inform instruction and student use of technology when appropriate.
- Remain technically competent. Continue to grow as an IT professional working in a school community through networking with other IT leaders in the K-12 education network. Stay apprised of changes in technology and share with organization's leadership.

#### Qualifications and Desired Characteristics

- Proficient knowledge in the following areas: computer hardware and software systems, network administration, helpdesk, security, email and internet programs.
- Ability to communicate technical concepts to technical and non-technical audiences;
- Outstanding organizational skills and high attention to detail.
- High level of flexibility, with a strong work ethic and an entrepreneurial spirit to accommodate a high level of responsibility and multiple priorities.
- Ability to solve problems and communicate effectively with staff, teachers, students, parents, community, and vendors.
- Must stay current on the latest technology trends and emerging informational, educational, media technologies and innovation.
- Experience with project management and supervising staff and/or consultants.
- Knowledge and experience using technology in the classroom is a plus.
- Willingness to travel between sites within same zip code.
- Technical certifications for software and systems such as Apple Certification or Microsoft Certification are strongly desired.

#### Education and Experience

- Minimum of 3-6 years in the IT industry– preferably with experience in an educational institution.

#### **Position Title: Data and Records Assistant**

Classification: Full-Time, Temporary – Non-Exempt

Reports to: Data and Communications Manager

#### *Job Overview*

Maintain student information system records and other data systems for the organization.

#### Essential Functions

##### *Data Management*

- Participate in the new student enrollment process and create new student records in Synergy's student information system, Infinite Campus.
- Update SIS with student re-enrollment information following school site intake process.
- Assist with updating student lunch eligibility into Infinite Campus as needed.
- Prepare data reports for school leaders as needed.
- Upload student data such as picture identification and test scores from ELPAC, Smarter Balanced, etc.
- Complete data entry for district and government reports.
- Ensure student data accuracy by following standardized process around data entry and reporting of student information.
- Research student information in CALPADS when needed.
- Create user accounts for new employees in Infinite Campus.

##### *Records Management*

- Manage the records office by receiving, organizing, and storing records as well as preparing documents for scanning or shredding in accordance with the organization's record retention policy.

- Instruct school sites on the process for properly preparing records for storage.
- Coordinate office access for delivery of records by staff, collection of records from vendors and cleaning of office by custodian.

#### *Communications*

- Assist with posting updates to the organization's website and social media pages as needed.

#### *Office Duties*

- Pick up, sort and distribute mail for sites.
- Assist with filing and shredding.
- Assist with updating payroll records.
- Serve as on-site office contact when needed.

#### *Other Responsibilities*

- Demonstrate knowledge and support of Synergy's mission, vision, values, policies, procedures, and charter petitions.
- Assist in translating projects.
- Perform other duties as assigned.

#### Desired Qualifications

- Positive attitude and friendly demeanor.
- Excellent phone, oral and written communication, organizational, and problem solving skills.
- Strong computer skills, including experience with typing, word processing, spreadsheets, and multimedia presentations (PowerPoint, Keynote, etc.).
- Must be able to move/lift up to 30 lbs.
- Bilingual Spanish preferred.
- Willing to take initiative and be a team player.

#### Education and Experience

- 3+ years experience in data management and student information systems.
- Charter school experience, preferred.

## **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).)

The Charter School shall comply with all applicable current law, including Education Code Section 47605(c)(5)(F), which is not reflected in the District’s FSDRL.

### **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.

As stated in its mission, Synergy Academies’ schools seek to disrupt educational inequity through high quality instruction, supports, and access for all students to excel. This will be done regardless of students’ racial and ethnic backgrounds, special education status, or designation as an English Learner or Redesignated Fluent English Proficient. As such, Synergy Charter Academy strives to maintain a racial and ethnic balance among its students that is reflective of the general population residing within the Los Angeles Unified School District’s territorial jurisdiction, as well as a balance of students who qualify for special education services and are designated as English Learners, including students redesignated as Fluent English Proficient, that is reflective of LAUSD elementary school population percentages.

Synergy Charter Academy’s plan to achieve and maintain the LAUSD Racial and Ethnic Balance goal of a 70:30 or 60:40 ratio includes the following recruitment efforts, outreach, and activities:

- Synergy will maintain student demographic data to ensure accurate accounting of racial and ethnic balance of students enrolled in the Charter School.
- At least annually, Synergy's school and executive leadership will review student demographic data for race and ethnicity and determine if there are discrepancies between Synergy Charter Academy's enrollment and both the general population residing within the boundaries of LAUSD and within local resident schools.
- Synergy will conduct outreach efforts targeted toward student populations that may be underrepresented.
  - Outreach efforts (i.e., distribution of flyers, brochures, and recruitment materials) will be targeted at a diverse set of students in the South Los Angeles geographical area where Synergy Charter Academy is located, with the goal that Synergy's enrollment will be reflective of the surrounding community and District schools nearby.
  - Synergy will post banners and distribute flyers or brochures, applications, and other recruitment materials that reflect the diversity of the community and that are in the languages spoken by most families in the surrounding neighborhood.
  - Outreach and recruitment activities, which may include open houses and school fairs, generally take place between September and December each year. Locations of outreach activities may include the Charter School campus and other schools in the surrounding communities hosting school fairs, as well as at other community events.
- Synergy will use various distribution channels to enable public relations efforts to reach a wide audience, including community presentations, flyers, the Charter School website, social media, and sending out press releases to the local media.
- Following the open enrollment period and random public drawing, the Charter School will review enrollment data to determine the efficacy of outreach efforts and make appropriate modifications to outreach plans.

Synergy Charter Academy's plan for achieving and maintaining Special Education enrollment consistent with the LAUSD's Special Education population percentages includes the following recruitment efforts, outreach, and activities:

- Synergy will maintain student program and enrollment information to ensure accurate accounting of students with disabilities.
- At least annually, Synergy's school and executive leadership will review student enrollment percentages for Special Education and determine if there are discrepancies between Synergy Charter Academy and LAUSD's percentage of Special Education.
- Synergy will conduct outreach efforts targeted toward student populations that may be underrepresented. Outreach efforts will include information regarding special education services.
- Following the open enrollment period and random public drawing, the Charter School will review enrollment data to determine the efficacy of outreach efforts and make appropriate modifications to outreach plans.

Synergy Charter Academy's plan for achieving and maintaining English Learner enrollment consistent with the LAUSD English Learner population percentages, including redesignated fluent English proficient pupils.

- Synergy will maintain student program and enrollment information to ensure accurate accounting of English Learners, including Redesignated Fluent English Proficient students.
- At least annually, Synergy's school and executive leadership will review student enrollment percentages for English Learners, including Redesignated Fluent English Proficient students, and determine if there are discrepancies between Synergy Charter Academy's enrollment and LAUSD's percentage of ELs.
- Synergy will conduct outreach efforts targeted toward student populations that may be underrepresented. Outreach efforts will include information regarding supports for English Learners. Outreach materials (i.e., flyers, brochures, and other recruitment materials, including pre-lottery applications) will be provided in both English and Spanish, the languages spoken by families in the community.
- Following the open enrollment period and random public drawing, the Charter School will review enrollment data to determine the efficacy of outreach efforts and make appropriate modifications to outreach plans.

Synergy Charter Academy conducts outreach in its surrounding South Los Angeles neighborhoods. This outreach familiarizes local organizations and leaders with Synergy Charter Academy and notifies families of how they can enroll their students in the Charter School. Informational presentations may be offered about Synergy Charter Academy for parents and interested community members. Additional communication channels may also be used, such as updates via the Charter School website and social media platforms.

## **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 schoosite.

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.)

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

The Charter School shall admit all pupils who wish to attend the Charter School. No test or assessment shall be administered to students prior to acceptance and enrollment into the Charter School. The Charter School will comply with all laws establishing minimum and maximum age for public school attendance in charter schools. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of the pupil or their parent or legal guardian within the state. In accordance with Education Code Sections 49011 and 47605(e)(2)(B)(iv), admission preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

In accordance with Education Code Section 47605(e)(4)(A), the Charter School shall not discourage a pupil from enrolling or seeking to enroll in the charter 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), including 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. Similarly, in accordance with Section 47605(e)(4)(C), the 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 the academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), as listed above.

Pursuant to Education Code Section 47605(e)(4)(D), the Charter School shall post a notice developed by the CDE on the Charter School website, outlining the requirements of Section 47605(e)(4), and make this notice available to parents.



## **Admission Requirements**

The Charter School shall require students who wish to attend the Charter School to complete an application form. After admission, students will be required to submit an enrollment packet, which shall include the following:

1. Student enrollment form
2. Proof of Immunization
3. Home Language Survey
4. Completion of Emergency Medical Information Form
5. Proof of minimum age requirements
6. Release of records<sup>1</sup>

## **Student Recruitment**

Synergy Charter Academy aims to serve students within and around the 90011 zip-code. Outreach efforts will begin around September of each year and may include informational mailings to households within the neighborhood, flyers distributed throughout the community, open houses and information sessions, and attending community events and elementary school recruitment events at local pre-schools. Materials are provided in both English and Spanish and distributed widely within the community. The Charter School's outreach efforts will target students with a history of low academic performance, socioeconomically disadvantaged students, and students with disabilities, as described in Element 7.

## **Admission Preferences and Public Random Drawing Procedures**

Applications will be accepted during a publicly advertised open application period each year for enrollment in the following school year. Following the open enrollment/application period, applications shall be counted to determine whether any grade level has received more applications than availability. In the event that this happens, the Charter School will hold a public random drawing (or "lottery") to determine admission for the impacted grade level, with the exception of existing students, who are guaranteed admission in the following school year. The rules of the public random drawing will be available when families obtain an application from the Charter School and/or will be posted on the Charter School's website. Admission preferences in the case of a public random drawing shall be given to the following students in the following order:

1. Siblings of attending or admitted students
2. Employees' children who live within LAUSD boundaries (total # of employees' children not to exceed 10% of total enrollment of Charter School)
3. Employees' children who live outside the LAUSD boundaries (total # of employees' children not to exceed 10% of total enrollment of Charter School)
4. Other students who reside within LAUSD boundaries

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<sup>1</sup> In accordance with Education Code Section 47605(e)(4)(B), the Charter School shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the Charter School before enrollment.

#### 5. Other students who reside outside the LAUSD boundaries

The Charter School and the District agree to adhere to the requirements related to admission preferences as set forth in Education Code Section 47605(e)(2)(B)(i)-(iv). Preferences for siblings and employees' children are designed to support family continuity.

Synergy will inform the public annually in advance of its open enrollment/application period, which generally takes place during the fall, indicating when it will begin accepting applications for admission for the following school year, and of the deadline for submission of applications. The public will be notified about this via the Charter School's website, distribution of flyers, postcards, and/or distribution of application information to individual households and/or local community locations. Applications will be available both in paper form and online. Applications will be collected and recorded in the Charter School's enrollment system.

The date and time of the public random drawing will be scheduled each year once it is determined that a public random drawing is required. Generally, the public random drawing is scheduled at least three weeks following the close of the open enrollment/application period to allow enough time to inform families about the public random drawing's date, time, and location. The School Principal is responsible for overseeing the public random drawing process.

If a public random drawing is necessary, families will be informed of the date, time, and place of the drawing via mail, text, and/or e-mail. In order to ensure that the greatest number of interested parties will be able to attend, the public random drawing will be held either on a Saturday or on a weekday in the evening. Synergy will hold the public random drawing in a public location to ensure that the lottery is open to any interested parties to observe. For example, the public random drawing may be held in the Charter School's multi-purpose room or via a publicly-accessible virtual meeting link. Applicants and their families do not need to be present, either in person or remotely, to be eligible for the lottery. Synergy will document the fair execution of lottery and waitlist procedures contemporaneously, and maintain such records for at least the fiscal year for which the lottery was conducted.

To verify that the public random drawing procedures are fairly executed, an automated lottery system will be used. The public random drawing will include all applications received prior to the open enrollment/application period deadline. The drawing will be randomized, accounting for the lottery preferences in sequential order as listed above.

During the public random drawing, once all available spaces are filled, a waitlist will be created for each grade level by drawing all remaining applicants' names, applying the admission preferences as listed. No other priorities are applied to the waitlist. Students will be placed on the waitlist in the order that their names were drawn during this part of the public random drawing. Any applications received after the close of the open enrollment period will be added to the waitlist in the order received. In no circumstance will a waitlist carry over to the following school year.

Notification of admission status will be sent to all applicants via email, text, and/or mail. Enrollment packets will be shared with the parents/guardians of admitted students, including information about scheduling an appointment to submit enrollment forms during the Spring.

Families may submit enrollment documents in paper form or online through the Charter School's online registration system. Students not admitted will be informed that they are on the waiting list. If the enrollment forms are not returned by admitted students within the specified timeframe, the Charter School will contact parents to verify their intent to enroll their child. Enrollment for that student may be forfeited if the school receives no response from parents within the specified timeline, typically within five (5) days, and an admission notice will be communicated to the next student on the waiting list.

If vacancies occur during the school year, the vacancies will be filled according to the waiting list. When a space becomes available and a child is to be promoted off the waiting list, families will be notified via the contact information provided on the application. Families must respond to the admission offer within the specified timeline, typically within 48 hours, or admission for that student is forfeited and the next student on the waiting list will be contacted. Once students are admitted to the Charter School, their parents/guardians will be required to complete enrollment documents on or before a child's first day at the Charter School. The CEO/Superintendent has the authority to interpret this policy in the event of unforeseen circumstances.

## 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:

- a. Provisional Budget – Spring prior to operating fiscal year
- b. Final Budget – July of the budget fiscal year
- c. First Interim Projections – November of operating fiscal year
- d. Second Interim Projections – February of operating fiscal year
- e. Unaudited Actuals – July following the end of the fiscal year
- f. Audited Actuals – December 15 following the end of the fiscal year
- g. Classification Report – monthly according to Charter School’s Calendar
- h. Statistical Report – monthly according to Charter School’s Calendar of Reports

In addition:

- P1, first week of January
  - P2, first week of April
- i. Instructional Calendar – annually five weeks prior to first day of instruction
  - j. Other reports as requested by the District

An annual independent financial audit of the books and records of the Charter School will be conducted as required by Education Code Sections 47605(c)(5)(I) and 47605(m). The books and records of the Charter School will be kept in accordance with generally accepted accounting principles, and as required by applicable law, the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller’s K-12 Audit Guide.

The Board will select an independent auditor through a request for proposal format. The auditor will have, at a minimum, a CPA and educational institution audit experience and will be approved by the State Controller on its published list as an educational audit provider. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

The annual audit will be completed and forwarded to the District, the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year. The Audit

Committee of Synergy Academies' Board of Directors reviews the annual audit in draft form as presented by the auditor, including a review of the Letter to the Board of Directors, a review of the financial statements for the year ended, accompanying notes to the financial statements, the Report on Financial Controls Over Financial Reporting and Compliance, and a Schedule of Any Findings. The Audit Committee discusses the full presentation and makes a recommendation to the Board of Directors to approve the audit. At a regular board meeting, the Audit Committee Chair discusses the draft audit and highlights, which would include a discussion of any audit exceptions or deficiencies and recommendations on how to resolve them. The board members would have an opportunity to discuss the audit, including any findings and actions to address or resolve any deficiencies, material weaknesses, or audit exceptions, and provide direction to staff, commensurate with the circumstances to each finding. The Board will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law.

The independent financial audit of the Charter School is a public record to be provided 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.

The Charter School shall comply with all applicable current law, including Education Code Section 47605(c)(5)(J), which is not reflected in the District's FSDRL.

## **School Climate and Student Discipline System**

Synergy Academies recognizes that appropriate school behavior is critical to the academic success and creating an effective learning community. A strong discipline foundation policy should minimize the loss of student instruction time due to removal from classes caused by misbehavior.

Effective teaching and modeling of school appropriate behavior is the responsibility of every adult at Synergy. Effective school discipline includes the establishment of high standards of behavior, time for students to learn appropriate behavior, and fair and appropriate consequences for failure to meet behavior standards. Students share in the responsibility to uphold and respect the high standards of Charter School behavior that contribute to the ability of all to learn.

Effective discipline maximizes the amount of student and staff time spent on effective teaching and learning and minimizes the amount of student and staff attention directed toward behavior that disrupts the learning process.

Effective discipline also considers the age and development of the student in framing instruction of appropriate behavior and consequences for misbehavior. It is educational, not punitive, and includes building relationships and using restorative practices to reengage students in their learning community.

Synergy Academies implements restorative justice practices in conjunction with school-wide Positive Behavior Intervention and Support (“PBIS”) which both promote trust and respect in relationships, setting the foundation for teaching and learning. PBIS is a nationally recognized, evidence-based framework that provides an integrated continuum of practices to enhance positive school culture and climate, and academic and social outcomes for all students. The practices provide meaningful opportunities for students to develop self-discipline and positive behavior in a caring and supportive environment. The restorative justice/practice model is a three-tiered model of prevention, intervention, and reentry in response to conflict and/or harm. Restorative Practices (“RP”) are processes that proactively build healthy relationships and a sense of community and belonging in order to prevent and effectively address conflict and wrongdoing when it occurs.

## **MULTI-TIERED SYSTEMS OF SUPPORT (MTSS)**

### ***Implemented through the use of Positive Behavior Interventions and Supports/Restorative Practices (“PBIS/RP”)***

Implementation of the MTSS framework through the use of PBIS/RP ensures equitable access and opportunity for all students through a proactive, evidence-based three-tiered approach to address student behavior and misconduct, which fosters resilience through authentic positive relationships. With an emphasis on prevention, PBIS/RP strategies promote reflective thinking and collaborative problem-solving to build community and repair harm when needed

### **Tier 1 - Universal Prevention Supports and Strategies**

Tier 1 systems and practices impact everyone across all settings. Tier 1 focuses on protective and resilience factors by developing and implementing an integrated system of supports to build community, and promote positive academic, behavioral, and social-emotional outcomes.

Effective first instruction provides ongoing differentiated support that intentionally integrate academic, behavioral, social-emotional, and culturally responsive practices. Common values and group norms are co-created and established to promote a sense of community, stability, mutual trust, and resilience.

Tier 1 - Universal Prevention Supports and Strategies include but are not limited to:

- Positive behavioral expectations explicitly defined, taught, reinforced, monitored, and corrected
- Community building circles
- Restorative language (i.e., affective statements and restorative questions)
- Check-ins
- 4:1 (4 positive interactions to 1 corrective interaction)
- Social-emotional learning incorporated into lessons
- Fostering and promoting healthy affirming relationships

Students must be supported in learning the skills necessary to create a positive school climate and engage in positive behavior. In the event of misconduct, consequences must be culturally responsive and equitable with an emphasis on teaching pro-social behaviors.

### **Tier 2 - Selected Supports and Strategies**

With Tier 1 supports implemented with fidelity across all settings with all students, typically 10 – 15% of students will also need Tier 2 supports. Analysis of multiple sources of qualitative and quantitative data (e.g., academic progress, attendance, office discipline referrals) is used to support decision making and help identify which students may need additional support. Tier 2 instruction and interventions should be matched to student needs (e.g., cultural, developmental level).

Tier 2 - Selected Supports and Strategies include but are not limited to:

- Restorative conferences
- Repairing the harm circles
- Targeted small group or individual interventions and supports
- Targeted social-emotional learning
- Self-monitoring daily progress report

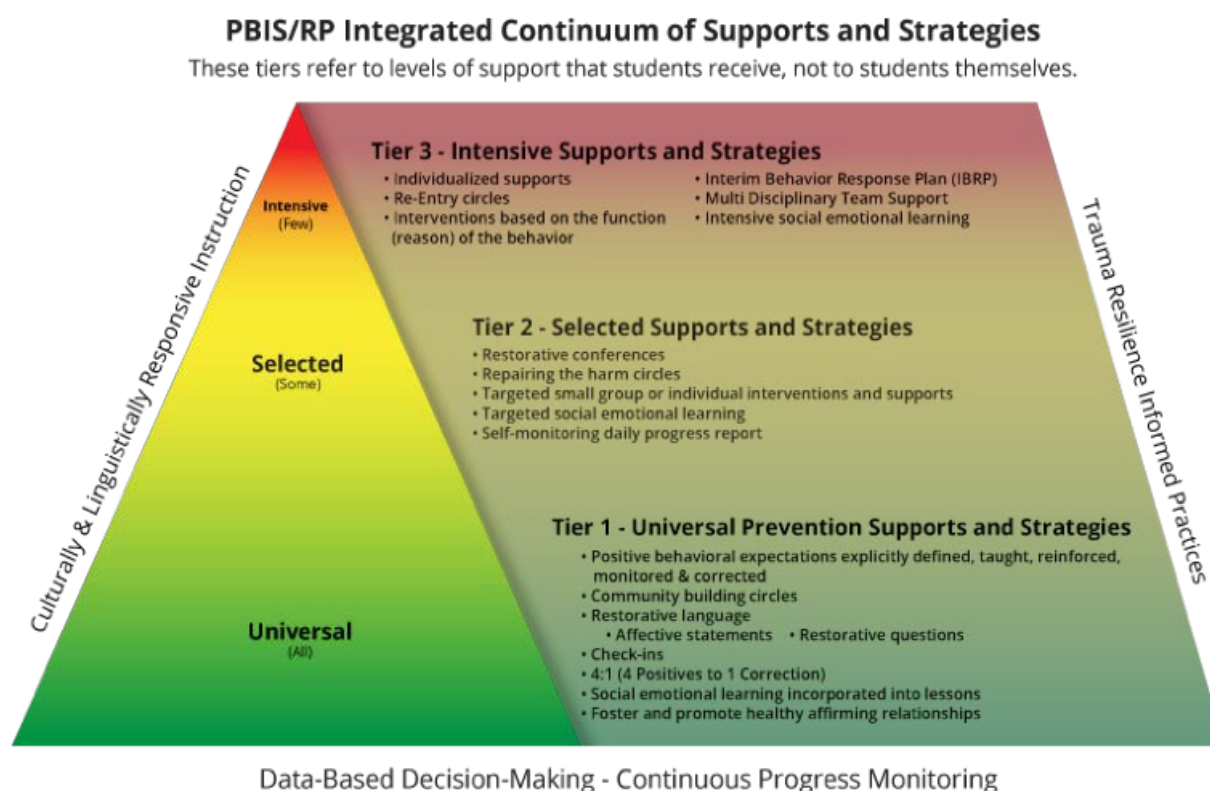
### **Tier 3 - Intensive Supports and Strategies**

With Tier 1 and 2 supports implemented with fidelity across all settings, typically 1 – 5% of students will also need Tier 3 supports. Tier 3 interventions are highly individualized, selected, and implemented based on data and students' needs in improving behavioral and academic outcomes. At Tier 3, students continue to receive Tier 1 and Tier 2 interventions and supports. Tier 3 is the most intensive level of instruction and individualized intervention.

Tier 3 Intensive Supports and Strategies include but are not limited to:

- Individual supports
- Re-entry circles
- Interventions based on the function(s) (reason) of the behavior
- Interim Behavior Response Plan (“IBRP”)
- Multi-disciplinary team support
- Intensive social-emotional learning

When a student specific Tier 3 plan is developed, a team (e.g., PBIS/RP team, SST) will meet at least monthly to review implementation, monitor and review data, and adapt the plan. This plan shall detail the interventions and data collection strategies to be implemented. Monitoring should occur based on individual student needs. Ongoing progress monitoring must be done to assess student response and progress in meeting benchmark expectations. If formal disciplinary action has been taken (e.g., suspension, expulsion), a restorative re-entry process may be used to welcome the students back in a way that provides unique and intensive support.



All Synergy school staff, students, and parents/guardians/pupil's educational rights holders should model and support the implementation of PBIS/RP to maintain safe, engaging, and affirming learning environments.

### School-Site Responsibilities

The school-site administrator will actively support the development and implementation of a school discipline plan in alignment with this policy. All school staff (e.g., teachers, administrators, support staff, classified staff) will utilize evidence-based behavior support strategies and restorative practices to actively promote and maintain a school-wide/classroom culture in alignment with the school's discipline plan. Each school has a PBIS/RP team that meets regularly to:

- Review school site data (e.g., monthly suspensions, office discipline referrals, SST data) to determine interventions and supports aligned with students' needs as well as to address equity and disproportionality
- Plan for stakeholder engagement and professional development aligned with this policy

- Identify, revise, and implement school-wide procedures that address equity and disproportionality

### **Parent/Guardian/Caregiver Responsibilities**

Parents/guardians/caregivers will be invited to be active and collaborative partners in supporting the school's discipline plan. When schools and parents/guardians/caregivers form strong partnerships, students' potential for academic success and social-emotional well-being improves significantly.

### **Student Responsibilities**

Students will have opportunities to be active partners in supporting the Charter School's discipline plan. This includes demonstrating and modeling expected behaviors that maintain a positive learning environment. When expectations are not met, students will have opportunities to participate in restorative practices to help them take ownership of their behavior and resolve disagreements with empathy and forgiveness.

## **GUIDELINES TO SUPPORT STUDENTS WITH DISABILITIES**

Students with disabilities who exhibit behavioral challenges in the school environment will be afforded the opportunity to be supported using the evidence-based practices found in a Multi-Tiered System of Supports. They will receive timely positive supports and interventions and appropriate assessments in accordance with Section 504 and the IDEA. If it is suspected that a student with a disability may require additional special education and/or related supports and services, other than those previously identified in their Section 504 Plan and/or IEP, a special education assessment, including a Functional Behavior Assessment ("FBA"), will be considered.

When behavioral interventions, supports, and other strategies are used, they will be used in consideration of the student's physical freedom, social interaction and be administered in a manner that respects human dignity and personal privacy, while ensuring a student's right to placement in the least restrictive environment. It is everyone's responsibility to implement MTSS strategies for all students in addition to the interventions, goals, accommodations, modifications, placement, or services agreed to in a student's plan. It is the responsibility of the team to determine student needs, through assessment and data analysis, and to generate meaningful behavioral prevention and intervention strategies including, as applicable, goals and appropriate academic and behavioral supports and services.

### **Behavior Intervention Plan ("BIP")**

When students with disabilities exhibit behavior(s) that impedes learning, individualized behavior supports or services must be developed, including, as necessary, the development of a Behavior Intervention Plan. Based on sources of behavioral data (e.g., observation, data collection, Functional Behavior Assessment), the BIP outlines a description of the challenging behavior(s), antecedents and consequences, a hypothesized function of the challenging behavior(s), prevention, and interventions to be implemented that support the development of social positive behavior(s), replacement behavior(s), and/or reduction of the challenging behavior(s).

The BIP must align with the needs identified through assessment and/or in the Behavior Support Present Level of Performance (“PLP”). When a Functional Behavior Assessment is conducted, the BIP must also align with the needs identified in the FBA summary.

### **Assessments**

In the case of a student with a disability whose behavior impedes their own learning or that of others, the team shall consider and select from many types of assessments/evaluations as applicable to the individual needs of the student, in areas such as social-emotional status, language function, adapted behavior, occupational therapy, or health and development. The team must also consider the use of Positive Behavior Interventions and Supports, and/or other evidence-based strategies.

One type of assessment that can be used to identify the function of behavior and identify positive behavior interventions, supports, or strategies specific to a student with a disability’s needs is a Functional Behavior Assessment. It is an evidence-based practice and shall be considered under one or more of the following circumstances:

- Formal disciplinary action (i.e., suspension or expulsion) has been initiated and the team has determined the behavior is a manifestation of the student’s disability.
- The student exhibits behavior(s) that is a danger to self or others.
- The student is not responding to interventions implemented for at least 6-8 weeks, as documented by ongoing progress monitoring.
- Following the use of an emergency intervention involving a student with a disability.

FBA uses a systematic process for identifying and understanding behaviors that impede learning. Information is gathered through interviews, observations, and data collection to identify the environmental variables that influence the challenging behavior. The team utilizes findings from the assessment to recommend function-based interventions.

### **Behavior Related Services**

Behavior Related Services are the most intensive and restrictive collaborative supports as defined by federal law and are required “...to assist a child with a disability to benefit from special education” (Section 300.34 Related Services of the Individuals with Disabilities Act). It is the team’s responsibility to determine Behavior Related Services based on data. The goal of Behavior Related Services is to facilitate the student’s acquisition of socially appropriate behavior(s), while reducing the challenging behavior(s).

### **Behavior Related Services Models**

Synergy provides Behavior Related Services in accordance with students’ identified needs. There are three models: Behavior Intervention Consultation (“BIC”), Behavior Intervention Development (“BID”), and Behavior Intervention Implementation (“BII”).

<b>Behavior Intervention Consultation</b>
Behavior Intervention Consultation services can be considered when the behavior(s) of concern (based on data) can be addressed through a finite number of service hours.

BIC service providers recommend strategies to a school team to support with addressing individual student behavior that impedes learning. The service can include observations, guidance with data collection, modeling of implementation of strategies and the development of visuals and tools to support the student.

#### **Behavior Intervention Development**

Behavior Intervention Development service providers develop a Behavior Treatment Plan, data collection tools, as well as visuals and tools to support the student. The Behavior Treatment Plan is implemented by school staff and/or BII service provider(s) under the supervision of the BID service provider. Data are collected by the school team and analyzed by the BID service provider to determine the effectiveness of the intervention(s).

#### **Behavior Intervention Implementation**

Behavior Intervention Implementation can be considered when the behavior(s) of concern is significant enough in intensity and/or frequency (based on data) to require additional behavior support. BII services can be considered during periods of the school day in which the student requires additional behavior support (e.g., lunch period, specific instructional time periods from assessment finding[s]) or throughout the student's school day, as needed, and keeping in mind that the need for BII services should be balanced with the goal of fostering student independence. BII service providers implement the Behavior Treatment Plan, collect data, and support the use of visuals and tools developed for the student.

### **ALTERNATIVES TO SUSPENSION**

The best alternative to suspension is prevention. Positive Behavior Interventions and Supports and Restorative Practices promote prevention by building community, developing healthy relationships, and establishing structures and systems in which teaching, modeling and acknowledgement of expected behaviors support the development of social-emotional and academic success for all students. Alternatives to suspension, as outlined in the suggested strategies below, provide a means of correction where students remain engaged in their school community while reflecting and learning from mistakes. The matrix below is intended to provide guidance and is not inclusive of all possible alternatives.

<b>Alternative to Suspension</b>	<b>Description</b>	<b>Suggested Strategies/Considerations</b>
<b>Behavior Contracts</b>	An agreement between the student, caregivers, and teacher. The contract outlines expectations for the student's behavior. It also outlines the reinforcer(s) for meeting the expectations.	<ul style="list-style-type: none"> <li>• Involve the student</li> <li>• Define the expected behavior(s) or goal(s)</li> <li>• Decide upon reinforcer(s). What will the student earn for performing the expected behavior?</li> <li>• Plan for corrective responses</li> <li>• Reteach, model and/or roleplay the expected behavior with the student</li> </ul>

		<ul style="list-style-type: none"> <li>• Monitor and revise the contract, if necessary</li> <li>• Be fair, be positive, be consistent, and be honest</li> </ul>
<b>Behavior Monitoring</b>	Focus on increasing desirable behavior and replacing challenging behavior.	<ul style="list-style-type: none"> <li>• Check-in/out system (beginning of the day, hour by hour, end of the day)</li> <li>• Use 4:1 connection over correction strategy</li> <li>• Adult mentor/monitor</li> <li>• School-to-home communication log</li> <li>• Create a structured coordinated behavior contract</li> <li>• Feedback sessions on progress</li> <li>• Reinforcement of targeted behavior</li> <li>• Tailor language and format to the skill level of the student (pictures vs words)</li> <li>• Implement a positive reward system</li> </ul>
<b>Cool Down/Calm Spaces/ Reflection Area</b>	<p>Cool down/calm spaces/reflection areas can be located inside the classroom and need to be trauma sensitive environments where students can reflect and recover.</p> <p>Students can use the area to de-escalate when they are having a difficult time regulating their emotions or processing an experience they have had.</p>	<ul style="list-style-type: none"> <li>• Sensory items (e.g., fidget spinners, stress balls)</li> <li>• Art supplies and sketch pads available</li> <li>• Culturally linguistic and responsive reading materials and activities made available</li> <li>• Establish and agree on a supervised area in the classroom/school where students can reflect and recover.</li> </ul> <p>Note: Students may choose to remain at their desk to cool down. Duration must be clearly defined for the student.</p>
<b>Restorative Questions/ Think Slip</b>	A Restorative Questions Think Slip allows for self-reflection and promotes continued trust and connections. Students can acknowledge how their behavior affects themselves and others.	<ul style="list-style-type: none"> <li>• Promotes the exploration of motivation, perspectives, and solutions</li> <li>• Build on promoting and restoring relationships</li> <li>• Check-in with student/s</li> <li>• Adult self-awareness</li> </ul>



		<ul style="list-style-type: none"> <li>• Meet the students where they are mentally, physically, and emotionally</li> </ul>
<b>Counseling</b>	<p>Consult with the school counselor when a student is exhibiting a pattern of challenging behavior. Collaborate with the counselor to teach student replacement skills, ability to recognize assets and strategies to decrease the unexpected behavior.</p>	<ul style="list-style-type: none"> <li>• Informal treatment plan</li> <li>• Individual/small group counseling sessions</li> </ul>
<b>Educational Projects</b>	<p>The focus of educational projects is to bring self-awareness and self-management skills by integrating learning objectives to address challenging behaviors.</p>	<ul style="list-style-type: none"> <li>• Project on a specific topic related to the incident (e.g., research the laws/rules associated with the incident)</li> <li>• Poster boards or PowerPoint presentations</li> <li>• Community organizations for information</li> <li>• Video or public service announcement</li> </ul>
<b>Mini-Courses</b>	<p>Teacher led units of self-study related to the student's challenging behavior. These mini- courses should be designed to teach students about growth mindset, self-efficacy, self-management and self-awareness about the specific behavior exhibited and should be taught during the academic day.</p>	<ul style="list-style-type: none"> <li>• Mindfulness activities</li> <li>• Self-management strategies</li> <li>• Coping skills</li> <li>• Social-emotional lessons</li> <li>• Communication strategies</li> <li>• Conflict Resolution strategies and techniques</li> </ul>
<b>Peer Mediations</b>	<p>Peer mediators are trained to assist their classmates in developing communication and interpersonal skills.</p>	<ul style="list-style-type: none"> <li>• Involve older peers to help model and mentor</li> <li>• Establish a peer mediator or peer leadership program</li> <li>• Create a peer committee and/or a student restorative practices team to address incidents</li> </ul>

<b>Problem Solving Skills</b>	Skills to help students learn how to think through and resolve everyday conflicts.	<ul style="list-style-type: none"> <li>• Social games and activities</li> <li>• Alternatives to resolve challenging behavior</li> <li>• Interpersonal cognitive and problem-solving skills</li> <li>• Small group discussions</li> <li>• Role play activities</li> </ul>
<b>Reflective Tasks</b>	Reflective tasks provide students the time and opportunity to reflect on their challenging behavior and how it impacts their environment.	<ul style="list-style-type: none"> <li>• Create a story (e.g., written, visual, drawings, video) about their learning</li> <li>• Create a comic strip story</li> <li>• Write a letter to yourself/colleague</li> <li>• Journaling</li> </ul>
<b>Repairing the Harm Circle</b>	<p>Repairing the harm circles promote repairing relationships that have been hurt or harmed. The focus is on personal accountability and well-being for all affected.</p> <p>*All parties must agree to participate.</p>	<ul style="list-style-type: none"> <li>• Use restorative questions</li> <li>• Conduct restorative conferences</li> <li>• Is it safe to bring everyone together?</li> <li>• Have all parties taken accountability?</li> <li>• Follow-up support plan for all involved</li> <li>• Regular check-in/check-out</li> </ul>
<b>Scheduling Considerations</b>	Involves re-arranging the student's schedule to avoid challenging environments or situations. This would allow the student to continue to have access to the curriculum. The student's behavior is continuously being monitored in a safe, supported, enriching and positive environment.	<ul style="list-style-type: none"> <li>• Re-arrangement of schedule</li> </ul> <p>Note: Student's daily scheduled instructional hours are not to be changed.</p>
<b>School Community-Service/Restitution</b>	Students are assigned to school community service/restitution which can involve a variety of activities on the school campus to help build character, empathy, and altruism.	<ul style="list-style-type: none"> <li>• Organize books in the library</li> <li>• Plant flowers/assist with gardening</li> <li>• Assist in the cafeteria</li> <li>• Help repair the school property the student damaged</li> <li>• Creating a caring environment (e.g., sending a note, making a handmade gift, offering to help another student, tutoring younger students)</li> </ul>

Synergy Charter Academy abides by the Los Angeles Unified School District's *Discipline Foundation Policy: Multi-Tiered Systems of Support for Behavior and Social-Emotional Well-Being using Positive Behavior Interventions and Supports/Restorative Practices (PBIS/RP)*, consistent with the LAUSD School Climate Bill of Rights.

Synergy Charter Academy reviews student behavior data on a regular basis by reviewing the Charter School's annual Suspension Rate as reported on the California School Dashboard, as well as data related to behavior referrals and feedback from students, families, and staff.

### **In-School Suspension**

If deemed necessary, Synergy may assign in-school suspension, following the procedures for in-school and out-of-school suspensions outlined in the provisions here in Element 10, which constitute Synergy's Suspension and Expulsion policy. In-school suspension will be served in either the Charter School's main office or an open classroom and will be supervised by the Principal or designee. During in-school suspensions, teachers will assign work to be completed in the in-school suspension setting. Students will be provided necessary supplies and materials, and teachers will be available to meet with the student during breaks. The maximum number of days of in-school suspension will not exceed two (2) days per incident and five (5) days in one academic year. An administrator notifies the parent(s)/guardians or the foster child's educational rights holder, attorney, and county social worker via telephone of an in-school suspension, and a meeting is held when needed/requested.

In-school suspension will not be an option for the following offenses:

- Caused, attempted to cause, threatened to cause, or participated in an act of hate violence;
- Engaged in harassment, threats, or intimidation against a pupil or group of pupils or school district personnel;
- Made terrorist threats against school officials or school property, or both

### **Grounds for Out-of-School Suspension and Expulsion/Out-of-School Suspension Procedures/Expulsion Procedures and Policy**

The Suspension and Expulsion Policy and Procedures ("Policy") have been established in order to promote learning and protect the safety and well-being of all students at the Charter School. In creating this policy, the Charter School has reviewed Education Code Section 48900 *et seq.*, which describe 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.* 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, expulsion, or involuntary removal. All suspension procedures will comply with federal and state constitutional procedural and substantive due process requirements applicable to all students and inclusive of foster youth and their representatives. Additionally, the Charter School's process for investigating incidents and collecting evidence will be fair and thorough.

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 seek a material revision of the charter and in consultation with CSD/District, so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary policies and procedures fairly and consistently among all students. This Policy and its Procedures will be distributed annually as part of the Parent/Student Handbook which will clearly describe discipline expectations.

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 Charter School administration shall ensure that students and their parents/guardians<sup>2</sup> 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 on request at the Principal's 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 Synergy 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. Synergy 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 Synergy 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 Synergy 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, and 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

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<sup>2</sup> 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.

student's parent/guardian requests a hearing, Synergy 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 Synergy 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. Students may be involuntarily removed for reasons including, but not limited to, failure to comply with the terms of the student's independent study Master Agreement pursuant to Education Code Section 51747(c)(4).

## **Procedures**

### **A. Grounds for Suspension and Expulsion of Students**

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.

### **B. 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, betel, electronic cigarettes, vaping devices and related gels. 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.
- (1) "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:
- (i) 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.
  - (ii) Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
  - (iii) Causing a reasonable student to experience substantial interference with their academic performance.
  - (iv) 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.
- (2) "Electronic Act" means the creation or transmission originated on or off the school site, 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:

- (i) A message, text, sound, video or image.
  - (ii) 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.
  - (iii) 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 subparagraph (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.
  - (3) 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).
  - 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 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 student had obtained written permission to possess the item from a certificated school employee, with the 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 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, electronic cigarettes, vaping devices

and related gels. 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 subdivision (e) of Section 233 of the Education Code. 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 pupils 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:
    - (a) 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.
    - (b) Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
    - (c) Causing a reasonable student to experience substantial interference with their academic performance.
    - (d) 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 school site, 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:
    - (a) A message, text, sound, video, or image.
    - (b) A post on a social network Internet Web site including, but not limited to:

1. 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.
2. 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.
3. 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.

(c) An act of cyber sexual bullying.

1. 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 subparagraph (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.
2. 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 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 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 as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 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 or Board of Directors in an expulsion appeal 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.

### **C. Suspension Procedure (for in-school and out-of-school suspensions)**

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Principal or the Principal's designee with the student and student's parent/guardian and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Principal or designee.

The conference may be omitted if the 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 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 of when the student was suspended, unless the student or student's parent/guardian waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. The conference shall be held as soon as the student is physically able to return to school for the conference.

Penalties shall not be imposed on a student for failure of the student's parent or 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 or guardian at the conference.

## 2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone, email, or in person when the parent comes to the school. 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 Charter School officials wish 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. 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 w/in a reasonable number of days. At which the pupil has the right to bring legal counsel or an advocate.

Upon a recommendation of expulsion by the Principal or Principal's designee, the student and the student's parent/guardian shall be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the student and the student's parent/guardian, unless the student and the student's parent/guardian fail to attend the conference.

This determination will be made by the 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. The student will be provided the opportunity, in coordination with the Principal and/or the classroom teacher, to receive instructional support and complete instructional activities missed due to his or her suspension. Suspended students will be able to communicate with designated classroom teacher(s) or administrator(s) for any questions and for evaluation of work, and shall receive homework assignments during their suspension and be provided the opportunity to make up any missed exams. A parent/student may appeal a suspension decision by submitting an appeal in writing to Synergy's Chief Executive Officer/Superintendent.

#### 4. 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.

#### Appeal of a Suspension

An appeal from the decision to suspend shall be made in writing to the Chief Executive Officer/Superintendent, or designee, within five calendar days after the decision of the principal or designee. The written appeal must specify the grounds for the appeal; that is, what provision of law, SCA's charter or the Parent/Student Handbook is said to have been violated or misapplied in the suspension process.

Within five calendar days of receipt of the written appeal the Chief Executive Officer/Superintendent shall notify the parent of the following:

- When and where the informal hearing will be held; however the informal hearing shall be conducted no later than fourteen calendar days after the appeal has been received;
- Who will conduct the hearing – the hearing officer will be the Chief Executive Officer/Superintendent or, in the event of a conflict, an administrator from a Synergy Academies school other than SCA, who is not familiar with the events at issue;
- Who may attend the informal hearing, including at least the parent/guardian, counsel or non-attorney advisor, and student;
- Options for reasonable accommodations and language support if needed
- What types of evidence or testimony will be considered, e.g., documentary or testimonial evidence that proper procedures were not followed at the school level;
- What the possible outcomes of the hearing may be, i.e., upholding the decision, reversing the decision, or returning it to the principal for further action if it is determined that proper procedures were not followed at the school level;
- When a final decision will be made; however the decision shall not be made later than three (3) calendar days after the hearing.

All timelines may be extended by mutual agreement. The decision is given in writing. The decision of the principal shall not be reversed arbitrarily or capriciously. The decision of the hearing officer (typically the Chief Executive Officer/Superintendent or designee) is final. If the decision to suspend is reversed, records of the initial decision are removed from the student's file.

#### **D. 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 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 a neutral and impartial Administrative Panel to be assigned by the Board of Directors, as needed (the "entity conducting the hearing"). The Administrative Panel shall consist of at least three (3) members who are certificated and neither a teacher of the student nor a member of the Charter School's governing board. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may expel any student found to have committed an expellable offense. The recommendation for expulsion shall be based on one or both of the following:

- a. Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.
- b. Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others [see Section 48915(b)].

A student and their parents may appeal an expulsion decision by the Administrative Panel to the Charter School's Board, which will make the final determination. Following the appeal



hearing, the Board will make a final decision based on the information presented at the appeal hearing by the parent(s)/guardian(s) and information from the original expulsion hearing.

#### **E. Expulsion Procedures**

All expulsion procedures will comply with federal and state constitutional procedural and substantive due process requirements applicable to all students and inclusive of foster youth and their representatives. 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 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 confidential session (complying with all student confidentiality rules under FERPA) unless the student makes a written request for a public hearing in open session no later than three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded by the Principal or designee 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, time, and place of the expulsion hearing;
2. A statement of the specific fact(s), charge(s) and offense(s) upon which the proposed expulsion is based;
3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;
4. Notification of the student's 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;
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.
9. A statement that the pupil's parent/guardian may request a postponement of the hearing for good cause;
10. A statement that the parent/guardian can request reasonable accommodations or language support if needed during the hearing.

#### **F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses**

The Charter School 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 the Charter School 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 Administrative Panel 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, 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 Administrative Panel may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The Administrative Panel 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 Administrative Panel may permit any one of the support persons for the complaining witness to accompany the complaining witness to the witness stand/area where the witness will be seated during the hearing.
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 Administrative Panel member 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.

#### **G. 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. A copy of the recording is available to the student and/or parent/guardian within five (5) business days of a written request.

#### **H. 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, such as but not limited to testimony or documentary evidence of a similar nature as that used in other types of hearings or official proceedings. 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 expelled student, 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.

#### **I. Expulsion Decision**

The determination of the Administrative Panel shall be in the form of written findings of fact.

If the Administrative Panel decides not to expel, the student shall immediately be returned to their previous educational program.

The Administrative Panel 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 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.

#### **J. Written Notice to Expel**

The Principal or designee, following a decision of the Administrative Panel to expel, shall, within seven (7) calendar days of the decision, send written notice of the decision to expel, including the Administrative Panel's adopted findings of fact, to the student or the student's parent/guardian. This notice shall also include the following: (a) Notice of the specific offense(s) committed by the student; and (b) Notice of appeal rights/procedures; and (c) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The Principal or designee shall send a copy of the written notice of the decision to expel to the chartering authority and the student's district of residence if different than the chartering authority. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

#### **K. Disciplinary Records**

The Charter School 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.

#### **L. Right to Appeal**

Parents/Guardians (or students age 18 and over) may appeal the expulsion decision of the Administrative Panel by making a written request and submitting it to the Board within fifteen (15) school days of the expulsion decision. The student will be considered suspended until a

board meeting is convened [within thirty (30) days] at which time the parent(s)/guardian(s) (or student aged 18 or over) must attend to present their appeal. Reasonable accommodations will be made, and language support offered, for students and parents/guardians who wish to appeal. Following the appeal hearing, the Board will make a final decision based on the information presented at the appeal hearing by the parent(s)/guardian(s) (or student aged 18 or over) and information from the original expulsion hearing. The Principal or designee will send written notice to the student or parent/guardian of the Board's decision within seven (7) calendar days of the appeal hearing. The Charter School Board's decision to uphold the Administrative Panel's decision to expel shall be final.

#### **M. 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, including but not limited to assisting parents/guardians with referrals to the school district of residence or County Office of Education.

#### **N. Rehabilitation Plans**

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Charter School's governing board or Administrative Panel 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 student 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.

#### **O. Readmission or Admission of Previously Expelled Student**

The decision to readmit a student after the end of the student's expulsion term or to admit a previously expelled student from another school district or charter school who has not been readmitted/admitted to another school or school district after the end of the student's expulsion term, shall be in the sole discretion of the Board of Directors following a meeting with the CEO or designee and the student and student's parent/guardian or representative to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The CEO or designee shall make a recommendation to the Board of Directors following the meeting regarding the CEO's or designee's determination. The Board shall then make a final decision regarding readmission or admission of the student during the closed session of a public meeting, reporting out any action taken during closed session consistent with the

requirements of the Brown Act. The student's readmission is also contingent upon Synergy's capacity at the time the student seeks readmission or admission to Synergy.

**P. 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.

## **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.

Synergy Academies’ Board of Directors will determine salaries and benefits, working conditions, calendars, holidays, vacations, work days, and the work year, or may delegate these responsibilities to the CEO/Superintendent with the exception that the CEO/Superintendent’s salary and benefits will be determined by the Board of Directors. When appropriate, the Board may obtain feedback from the school community (i.e., administrators, teachers, parents) on these items.

Synergy Academies’ Chief Operating Officer will be responsible for working with any applicable vendors (e.g., payroll companies, etc.), to ensure that the following retirement program data, paperwork, and payments are completed and submitted accordingly and that contributions are made on behalf of all eligible staff members.

### **Certificated Employees: STATE TEACHERS’ RETIREMENT SYSTEM (STRS)**

All certificated employees who are eligible may elect to participate in the State Teachers’ Retirement System. Participating employees will contribute the required percentage, and Synergy Academies will contribute the employer’s portion required by STRS. Synergy Academies’ Chief Operating Officer will oversee that retirement data will be reported and payments will be made via the Los Angeles County Office of Education (“LACOE”) in accordance with procedures established by STRS. Synergy Charter Academy will continue STRS participation for the duration of the Charter School’s existence under the current County-District-School (“CDS”) code.

### **Classified and Other Employees: PUBLIC EMPLOYEES’ RETIREMENT SYSTEM (PERS) OR FEDERAL SOCIAL SECURITY**

All non-certificated employees are eligible to contribute to the Public Employees' Retirement System. All non-STRS participants will participate in the federal Social Security system. Synergy Charter Academy will continue PERS participation for the duration of the Charter School's existence under the current CDS code.



## **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.

Synergy Charter Academy is a school of choice. No student is required to attend the Charter School. Parents and guardians of each student enrolled in the Charter School will be informed on admission forms that students have no right to admission in a particular school of a local education agency as a consequence of enrollment in the Charter School, except to the extent that such a right is extended by the local education agency. The Charter School informs parents and students of their public school attendance alternatives on the enrollment page of the Charter School’s website.

### **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.

Synergy Academies does not require any employee to work for Synergy Charter Academy.

## **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

Director/Principal  
Synergy Charter Academy  
PO Box 78999  
Los Angeles, CA 90016

- 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

Director/Principal  
Synergy Charter Academy  
PO Box 78999  
Los Angeles, CA 90016

- 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.

Synergy Academies' CEO/Superintendent, CAO and/or COO will serve as the school's closure agent(s) in the event that Charter School closes.

## **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:
  - (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

Synergy Charter Academy (also referred to herein as “Synergy,” “SCA,” and the “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(l). 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:

- k. Provisional Budget – Spring prior to operating fiscal year
- l. Final Budget – July of the budget fiscal year
- m. First Interim Projections – November of operating fiscal year
- n. Second Interim Projections – February of operating fiscal year
- o. Unaudited Actuals – July following the end of the fiscal year
- p. Audited Actuals – December 15 following the end of the fiscal year
- q. Classification Report – monthly according to Charter School’s Calendar
- r. Statistical Report – monthly according to Charter School’s Calendar of Reports

In addition:

- P1, first week of January
- P2, first week of April
- s. Instructional Calendar – annually five weeks prior to first day of instruction
- t. 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  
Synergy Charter Academy  
PO Box 78999  
Los Angeles, CA 90016

- 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

Synergy Charter Academy  
PO Box 78999  
Los Angeles, CA 90016

- 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)