



**Alliance Gertz-Ressler
Richard Merkin 6-12 Complex**



Los Angeles Unified School District

**Charter Renewal Petition
Submitted July 12, 2018**

**Request for Five-Year Renewal Term
July 1, 2019 to June 30, 2024**

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Assurances, Affirmations, and Declarations

Alliance Gertz-Ressler Richard Merkin 6-12 Complex (also referred to herein as “Gertz-Merkin”, “Complex” and “Charter School”) shall:

- Be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code (hereinafter “Ed. Code”) § 47605(d)(1).)
- Not charge tuition. (Ed. Code § 47605(d)(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. (Ed. Code § 47605(d)(1); Ed. Code § 220.)
- Except as provided in Education Code section 47605(d)(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(d)(1).)
- Admit all pupils who wish to attend Charter School. (Ed. Code § 47605(d)(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”). (Ed. Code § 47605(d)(2)(B).)
- 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(d)(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(c)(1).)
- Consult, on a regular basis, with Charter School’s parents, legal guardians, and teachers regarding the school’s educational programs. (Ed. Code § 47605(c)(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 “District Required Language” (DRL), including the *Assurances, Affirmations, and Declarations* section above. The DRL should be highlighted in gray within each Charter element or section. The final section of the Charter provides a consolidated addendum of the DRL. This intentional redundancy facilitates efficient charter petition review while ensuring ready access to the DRL 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 DRL contained in the addendum, the provisions of the DRL 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(b)(5)(A)(i).)

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

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.

HIGH SCHOOL EXIT EXAMINATION

Charter School shall comply with all applicable requirements of Education Code sections 60850 – 60859, including but not limited to the requirements of sections 60851.6 and 60852.3.

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 English Learner Master Plan 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).

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.

Modified Consent Decree Requirements

All charter schools approved by the LAUSD Board of Education are bound by and must adhere to the terms, conditions and requirements of the *Chanda Smith* Modified Consent Decree (“MCD”) and other court orders imposed upon the District pertaining to special education. The MCD is a consent decree entered in a federal court class action lawsuit initially brought on behalf of students with disabilities in LAUSD. It is an agreement of the parties approved by the federal court and monitored by a court-appointed independent monitor. The MCD includes nineteen statistically measurable outcomes and facilities obligations that the District has to achieve to disengage from the MCD and federal court oversight. 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.

As part of fulfilling the District’s obligations under the MCD, student level data requests from District-operated and Charter-operated charter schools are made on a regular basis. The requested data must be submitted in the Office of the Independent Monitor’s (“OIM”) required format in accordance with the OIM’s required timelines and as follows:

- **End of Year Suspension**

District ID, SSIS ID, last name, first name, date of birth, gender, grade, date of suspension, number of days suspended, and reason for suspension.

- **Statewide Assessment Data**

The standard file including District ID.

- **Norm day**

District ID, SSIS ID, last name, first name, date of birth, gender, grade, location code, school name and local district for all students enrolled on norm day.

- **CBEDS**

- **All Students enrolled as of December 1 of each school year**

District ID, SSIS ID, last name, first name, date of birth, gender, grade, location code, school name and local district for all students enrolled on norm day.

- **Dropout**

District ID, SSIS ID, last name, first name, middle name, date of birth, grade, last location, school name and local district

- Monthly SESAC and Suspension data
- Graduation roster from all charter schools with 12th grade students with disabilities

The MCD requires charter schools to implement the District's integrated student information system, which is currently referred to as My Integrated Student Information System (MiSiS). MiSiS is a suite of applications which is designed to capture all District student data. All charter schools are required to utilize MiSiS directly or interface with MiSiS via a web based Application Programming Interface (API) in compliance with the requirements of the MCD and applicable timelines. Upon charter school full utilization of MiSiS either directly or via a web based API, the list of required data above will automatically be captured within MiSiS.

<u>GENERAL INFORMATION</u>	
The contact person for Charter School is:	Stephanie Tsai, Principal 9-12 Meghan Van Pelt, Principal 6-8
The contact address for Charter School is:	Alliance Gertz-Ressler Richard Merkin 6-12 Complex 2023 South Union Avenue Los Angeles, CA 90007
The contact phone number for Charter School is:	213-748-0141 (MS) 213-745-8141 (HS)
The proposed address or ZIP Code of the target community to be served by Charter School is:	90007
This location is in LAUSD Board District:	2
This location is in LAUSD Local District:	Central
The grade configuration of Charter School is:	6-12
The number of students in the first year will be:	1010
The grade level(s) of the students in the first year will be:	6-12
Charter School's scheduled first day of instruction in 2019-2020 is:	August 12, 2019
The enrollment capacity is: (Enrollment capacity is defined as the total number of students who may be enrolled in Charter School regardless of student residency.)	1010
The type of instructional calendar (e.g., traditional/year-round, single track/multi-track, extended day/year) will be:	Extended Day/Year
The bell schedule for Charter School will be:	7:45 am – 3:18 pm
The term of this Charter shall be from:	July 1, 2019 - June 30, 2024

Select a School: Alliance Gertz-Ressler Richard Merkin 6-12 Complex (Los Angeles) 0106884

School meets CCSA's Accountability Criteria and qualifies for renewal support based on academic.

Above

CCSA Academic Accountability Report 2016-2017

Alliance Gertz-Ressler Richard Merkin 6-12 Complex (Los Angeles Unified)

PERCENTILE:
Schools must be above the 5th percentile on the DF3 measure.

Above

Percentile

The selected school has a percentile above 5 in 3 of the last 3 years.

INITIAL FILTERS:

To meet CCSA's initial filters of accountability, a school must be above the bottom 5 percentile in two out of three years and above on at least one of the three filters below. See the School Info Overview tab above for more details.

Above

State Rank



Target: 4 out of 10

This school was at/above the target

3 out of 3 year(s),

meeting the standard for this metric for 2017.

Above

Similar Students Rank



Target: 4 out of 10

This school was at/above the target

3 out of 3 year(s),

meeting the standard for this metric for 2017.

Above

% A-G Completion



Target: 75%

This school was at/above the target

3 out of 3 year(s),

meeting the standard for this metric for 2017.

MULTIPLE MEASURE REVIEW:

Charter schools with a DF3 percentile of 5 or less in two of three years and charter schools who do not meet at least one of the other initial filters are invited to present additional measures for review.

Not Required

The selected school is not in the bottom 5th percentile of performance and is above on at least one of the initial filters.

State rank and similar students rank calculated using the September 27, 2017 release of the CAASPP file, a-g rate calculated from the UC/CSU entrance requirements file released April 11, 2017, and DF3 growth calculated using the state dashboard academic indicator file released December 7, 2017. Click metric names to view information on each metric.

CCSA's Minimum Academic Accountability Criteria would not apply if a school participates in the DASS program or has fewer than 30 valid test takers. No report is generated for schools fitting these criteria.



Alliance Gertz-Ressler Richard Merkin 6-12 Complex (Los Angeles Unified)

Test-Taker Demographics

Socioeconomically disadvantaged	96%
Students with disabilities	9%
English learners	12%
Reclassified as English-proficient	60%
African-American	0%
Asian-American	0%
Latino	99%
White	0%
Other Race/Ethnicity	1%
Average parental education	1.8
Percent of parents responding	97%

CCSA's Minimum Academic Accountability Criteria:

State rank: On a scale of 1 to 10, state rank measures a school's average status on DF3 (Distance from Level Three) performance (for grades 3-8 and 11 and Math and ELA tests) compared to other schools across the state.

DF3 Percentile: On a scale of 1 to 100, this measure is an average of a school's DF3 Status performance as compared to other schools across the state.

Growth: A school's average change in CAASPP scale score points of DF3 between 2014-15 and 2016-17.

Postsecondary readiness: Percent of high school graduates completing a-g requirements for University of California or California State University admission.

Similar Students Rank (SSR): On a scale of 1 to 10, SSR measures how well a school performs on the CAASPP compared to a demographically controlled prediction for that school.

Multiple Measure Review (MMR): Charter schools below ALL the Initial filters or in the bottom 5% statewide on SBAC in two of three years are invited to share outcomes aligned to California's 8 state priorities as described in the school's Local Control Accountability Plan (LCAP). Schools are able to demonstrate their own story of success by choosing student academic outcome measures most closely aligned to their mission. Charter schools are only eligible for the Multiple Measure Review process in their year of charter renewal. For schools requiring a MMR, CCSA charter renewal support depends on the MMR outcome.

Public Call for Non-Renewal: Some charter schools are not able to demonstrate academic growth and positive student outcomes during the MMR process or opt not to participate in MMR, while falling below all Initial filters. If a charter school chooses to self-close, CCSA takes no further action. If a charter school is below all minimum criteria and continues to move forward with their charter renewal, CCSA will publicly advocate for the non-renewal of the school with the school's authorizer and local media.

Parental Education Levels: 1: No High School Diploma, 2: High School Diploma, 3: Some College, 4: Bachelor's Degree, 5: Graduate Degree

CCSA's Minimum Academic Accountability Criteria would not apply if a school participates in the DASS program, is less than four years old, or has fewer than 20 valid test takers.



Community Need for Charter School

Alliance Gertz-Ressler Richard Merkin 6-12 Complex is nestled in the Pico-Union district of Los Angeles, which lies just south of Downtown Los Angeles. The Pico-Union district is a haven for Mexican and Central American immigrant families seeking better opportunities for their children. Amidst the hard-working families in the Pico-Union district, there is an undercurrent of gang activity that undermines the values that many of the families in the community work to instill in their children. The Pico-Union district is the birthplace of two of the most notorious street gangs in Los Angeles, 18th Street and Mara Salvatrucha, or MS-13 as they are commonly referred. Additionally, the Pico-Union community is experiencing gentrification as the University of Southern California (USC) and Downtown Los Angeles slowly expand their influence in the community. Despite this, Gertz-Merkin has been a cornerstone of the Pico-Union community for our families for over a decade, providing a safe school environment with a thriving academic and extracurricular environment.

Currently the Pico-Union of Los Angeles has a population of just over 43,000. The average age for the area ranges from 21-27 due to the large number of university students from USC. The neighborhoods surrounding the Complex are predominantly Latino, with a large number of residents from Mexico and Central American countries such as El Salvador. The Complex's demographics mirror those of the neighborhood with 96% Hispanic/Latino, 3% African American/Black, and 1% other (Asian and White). The average household income within the community is roughly \$27,000. According to the 2010 census, this figure is below the median household income in California (\$61,400) and the United States (\$53,046). Due to the low median income in the community, approximately 97% of students Complex-wide benefit from free and reduced lunch. Therefore, students at the Complex mostly do not have access to supplemental educational resources and opportunities, and, as such, Local Control Accountability Plan (LCAP) funds are distributed for instructional, supplemental, and operational needs. The Complex allocated a portion of their funds on math and literacy curricula as well as intervention, additional staff to assist our subgroup populations, additional staff in the counseling departments, and ensuring high quality educators and administrators.

Members of the faculty are each invited to tell the story of their "Journey to Gertz-Merkin", highlighting pivotal moments that led them to a career in education in the Pico-Union neighborhood and reflecting on the "Why" that drives their work in our college-ready learning environment. We embrace growth mindset and life-long learning by investing in adult professional development, modeling for our scholars, and constantly pushing and supporting them to meet their goals. With a sense of urgency, our scholars move from classroom to classroom where they are greeted at the doors by adults who serve as their advocates on their journey to college. When student passions emerge, adults on campus enthusiastically host clubs, field trips, and create specialized Advisories that allow scholars to connect their learning to the real world and engage in mentorship and learning opportunities that inform their future college and career choices.

Since the introduction of Common Core standards and a revised teacher coaching and feedback system, an increased emphasis has been placed on standards-objective-task alignment to ensure that all scholars are exposed to appropriately rigorous, grade-level work that prepares them for college and beyond. Each day, in our student-centered classrooms, students break down complex texts and tasks, have the opportunity to meaningfully interact with their peers through classroom discussion and group activities, and apply their learning to real-world contexts, alongside teachers who serve as facilitators of learning. Individualized student learning needs are supported through our Special Education program, ELD

(English Language Development) classes, honors program for grades 7-8, the addition of pre-AP courses for grade 9, and a robust Advanced Placement program for grades 10-12. Administrators and instructional leaders support teachers in differentiating for subgroups and individuals through observation and feedback cycles, weekly Professional Development, providing opportunities to attend conferences, participating in the Student Study Team (SST) process, providing access to a variety of student data to inform instruction, and engaging in student work analysis protocols. At the time of submission of this renewal petition, the SST has been in place. The team will be renamed for the start of the renewal term. After school tutoring is offered for subjects across grades 6-12 in order to remediate skills gaps, promote growth in literacy, and help students get ahead in Advanced Placement courses.

A key feature of our Complex is our parent engagement program with monthly Coffee with the Principal meetings, monthly Town Halls, academic parent conferences every 5 weeks, and our most heavily attended event, Eat Lunch with your Student, which draws hundreds of parents each month to spend quality time with their teenagers on our campus. Therefore, both academies utilize a Parent Center with two full-time Parent Engagement Specialists to aid in the participation of parents in the school community. Parents can get involved regularly on campus by attending meetings, workshops, parent academies, visiting classrooms, campus and community beautification events, or chaperoning activities. The Complex utilizes the School Coordinating Council as an advisory council for the school administration where parents can participate openly in data-informed school decision-making alongside teachers, counselors, and staff representatives.

School Performance Over the Charter Term

CAASPP English/Language Arts – Meeting/Exceeding Standards (% Students “Met/Exceeded Standard”)

ENGLISH/LANGUAGE ARTS SBAC	2014-15		2015-16		2016-17	
	Gertz - Merkin	Resident	Gertz - Merkin	Resident	Gertz - Merkin	Resident
All	53	23	55	28	52.6	27.0
6th Grade	52	15	49	21	43.1	18.1
7th Grade	48	15	40	20	52.4	19.5
8th Grade	42	20	49	21	41.8	19.2
11th Grade	75	34	90	34	77.5	33.0
English Learner	6	1	4	2	9.1	
Students with Disabilities	16	2	14	3	16.7	
Hispanic or Latino	53	24.5	55	28.5	53.0	29.0
Black/African American	36	18		19.5		
Economically Disadvantaged	53	24	55	28.5	52.0	28.0

Source: California Department of Education DataQuest

The resident schools included in this petition include Abraham Lincoln Senior High, Environmental and Social Policy Magnet, Alliance Dr. Olga Mohan High, Alliance Ouchi-O'Donovan 6-12 Complex, Ambassador-Global Leadership, Animo Jackie Robinson High, Oscar De La Hoya Animo Charter High, Animo Pat Brown, Animo Ralph Bunche

Charter High, Arleta High, Cesar E. Chavez Learning Academy - Arts/Theatre/Entertain Mag, Aspire Pacific Academy, Bell Senior High, Benjamin Franklin Senior High, Discovery Charter Preparatory School #2, PUC Early College Academy for Leaders and Scholars (ECALS), Esteban Torres East LA Performing Arts Magnet, Elizabeth Learning Center, Los Angeles High School of the Arts.

Gertz-Merkin students have performed above resident schools over the past three years on CAASPP English Language Arts end-of-year assessments. This is largely due to a Complex-wide and content-wide literacy focus supported by but not limited to: professional development for our staff, Complex-wide reading initiatives, exposure to grade-level text both fictional and informational across content areas, Complex-wide annotation strategies, and the implementation of scaffolds that allow students to access' complex text. Additionally, the Complex has continued to increase the level at which we implement the Common Core State Standards. This involves consistent alignment between standards, lesson objectives, and student-faced tasks.

At the end of the 16-17 school year, the Complex saw a decline in English proficiency levels for our current ninth grade cohort. The Complex has also identified a gap in student performance between grades seven and eight. As a response the Complex has the following in place to continue to foster growth: specific resource labs for students with disabilities, ELD courses and curricula, intervention designed and based on students' Lexile levels, a standards-based ELA curriculum, and student work analysis progress monitoring.

With respect to our subgroups, the Complex English Language Learners showed growth while students with disabilities and Hispanics maintained performance. Moving forward to address this, Gertz-Merkin will continue to provide specific interventions for our subgroup populations both within and outside of the instructional block and professional development for staff to ensure equity.

CAASPP Mathematics – Meeting/Exceeding Standards
(% Students “Met/Exceeded Standard”)

MATHEMATICS SBAC	2014-15		2015-16		2016-17	
	Gertz - Merkin	Resident	Gertz - Merkin	Resident	Gertz - Merkin	Resident
All	29	13	32	12	29.6	11.2
6th Grade	33	10.5	32	13.5	26.6	8.4
7th Grade	28	14	30	10	32.9	12.0
8th Grade	20	15	28	11	25.7	11.0
11th Grade	35	9	40	12	33.9	9.1
English Learner	0	1	0	0	3.1	
Students with Disabilities	4	0.5	4	0	4.2	
Hispanic or Latino	29	14	32	13	29.7	11.2
Black/African American	9	5		4.5		
Economically Disadvantaged	28	13	32	12	29.6	11.1

Source: California Department of Education DataQuest

Gertz-Merkin attributes performance levels to the overall focus on numeracy and a shift in teaching practice from procedural application to conceptual understanding. This has been supported through professional development for our staff, data analysis protocols, a shift in core curricula to College Preparatory Mathematics (CPM) 6-12, and targeted basic skills remediation for students. Additionally, the Complex has continued to increase the level at which we implement the Common Core State Standards. This involves consistent alignment between standards, lesson objectives, and student-faced tasks.

Moving forward Gertz-Merkin will continue to work with teachers to ensure that assessments in class are consistent in complexity and that instructional pacing is aligned to the full scope of grade level content. Furthermore, the Complex will continue to conduct observation and feedback sessions with teachers focusing on the rigor of conceptual understanding. The Complex team will continue to hold data analysis meetings following interim assessments and expand this practice to weekly data meetings with all math teachers. These weekly math data meetings will prioritize weekly formative assessments and allow teachers to be immediately responsive to learning strengths and gaps revealed in the data.

Students with disabilities at the Complex showed growth in CAASPP Math performance specifically within the middle school which had an overall weighted growth of 4% over time. Additionally, our other subgroups (English Learners, Hispanics, and Economically Disadvantaged) performed above resident schools. This can be attributed to the same supports that were provided in English Language Arts as well. We will continue to monitor progress of all subgroups and continue to provide direct standards or numeracy-based interventions per scholar.

Internal Assessment: English/Language Arts and Mathematics

2017-18 ELA Interim Data (Gertz/Merkin Complex)									
	All Students			English Learners			Students with Disabilities		
Grade	Interim 1	Interim 2	Interim 3	Interim 1	Interim 2	Interim 3	Interim 1	Interim 2	Interim 3
6	39%	42%	48%	23%	30%	34%	23%	33%	37%
7	27%	38%	49%	14%	25%	29%	19%	24%	33%
8	38%	42%	45%	28%	26%	26%	21%	20%	22%
9	34%	37%	48%	15%	18%	24%	28%	21%	31%
10	41%	41%	51%	27%	23%	29%	25%	24%	31%
11	43%		54%	26%		26%	35%		34%

2017-18 Math Interim Data (Gertz/Merkin Complex)									
	All Students			English Learners			Students with Disabilities		
Grade	Interim 1	Interim 2	Interim 3	Interim 1	Interim 2	Interim 3	Interim 1	Interim 2	Interim 3
6	52%	57%	59%	32%	36%	42%	24%	36%	46%
7	42%	43%	28%	23%	31%	24%	28%	32%	21%
8	46%	35%	37%	24%	20%	19%	26%	15%	21%
9	35%	40%	36%	21%	30%	25%	22%	31%	25%
10	28%	36%	35%	12%	25%	18%	15%	24%	23%
11	36%		41%	14%		23%	21%		26%

In Fall 2017, the Complex implemented new interim assessments, built by the Alliance Home Office Academic Team, in ELA and Math in grades 6, 7, 8, 9, 10, and 11 three times a year. The interims are strongly aligned to Common Core Standards in ELA and Math and built off of the assessment blueprints and item specifications for Smarter Balanced Assessment Consortium (SBAC). Data from each interim is immediately available to staff and broken down at the student, item and standard level. School-wide Data Days are held immediately following each interim assessment to provide time for teachers and leaders to deeply analyze interim data and plan for future instruction.

Internal Assessment: *Lexile*

	All Students		EL		Special Ed	
Grade Level	PreTest	PostTest	PreTest	PostTest	PreTest	PostTest
6	609	719	368	493	399	508
7	749	812	412	513	431	545
8	812	858	537	587	560	642
9	920	995	576	730	622	753
10	923	978	613	664	733	808
11	996	1075	594	669	744	857
12	1082	1121	695	695	843	882

Source: Achieve3000 Reporting Portal

In addition to analyzing CAASPP data, Gertz-Merkin uses Lexile reading level as a data point to assess our effectiveness. Students take a Lexile reading level assessment three times a year in August, January and May. Our data reveals that Gertz-Merkin students grew on average more than 1 year. While our data does show overall growth for our EL and SWD subgroups, Gertz-Merkin will continue to foster literacy development for all scholars. This support will be provided through targeted fluency practice as well as a reading intervention program with supported curricula. Furthermore, English Learners will continue to be provided reading-specific interventions within their ELD course.

English Learner & Reclassification

Reclassification Rates

As a school, we continue to support our scholars and their acquisition of English. Our annual CELDT / ELPAC growth encourages us that our program is positively impacting our students increasing proficiency in English.

RECLASSIFICATION RATE	2014-15	2015-16	2016-17
Gertz-Merkin Complex	12.4%	23.7%	17.2%
LAUSD	16.6%	12.1%	16.8%
California	11.0%	11.2%	13.3%
Resident School Median	16.4%	12.4%	12.3%

Source: California Department of Education

The reclassification rate of EL students at Gertz-Merkin continues to grow as students and teachers become more familiar with the new California ELD standards. Over the last two years, our reclassification rate has outperformed LAUSD, California, and resident school rates. The rate exceeds the state average of 13.3% and the resident school median of 12.2% and is also slightly higher than the overall district average of 16.8%.

Gertz-Merkin field-tested the new English Language Proficiency Assessments for California (ELPAC) exam in the Spring 2017, which is replacing the California English Language Development Test (CELDT). As the first ELPAC exams have just been administered in Spring 2018, the effect on school, district, and state reclassification rates will remain to be seen.

The new California School Dashboard shows that our English Learner students have “increased significantly” with an “English Learner Progress” status of 96.5% and a change of 12%. The Complex attributes this growth to continuing to have dedicated ELD classes at each language level, ongoing use of the English 3D curriculum, supports for newcomers such as Achieve 3000 articles in Spanish, and professional development for the teachers in ELD standards. In addition, Gertz-Merkin has an EL Coordinator and two administrators who are assigned to work with teachers, parents and students to monitor the progress. This EL Coordinator is also a member of the Alliance EL Task Force, which meets regularly to discuss the EL Master Plan and other pertinent issues, and the school liaison to our school’s English Learner Advisory Committee (ELAC). Additionally, the EL Coordinator meets regularly 1-1 with parents and in whole group settings to provide updates/ progress monitoring and to seek ongoing stakeholder feedback.

In addition to having professional development, all teachers have an EL Matrix for their classes that lists all EL students and their current language development level. This has proven to be an invaluable tool for teachers to use for grouping and differentiation. In addition, each grade level meets regularly to discuss the progress of all students, including EL students. In these meetings, they make plans to check in with specific students, monitor grades, and provide ongoing support.

Cohort Graduation Rate

Cohort Graduation Rate	2014-15	2015-16
All Students		
Alliance Gertz-Ressler Richard Merkin 6-12 Complex	91%	92%
West Adams Preparatory High	74%	78%
Santee Education Complex	72%	81%
English Learners		
Alliance Gertz-Ressler Richard Merkin 6-12 Complex	89%	78%
West Adams Preparatory High	61%	61%
Santee Education Complex	59%	65%
SWD		
Alliance Gertz-Ressler Richard Merkin 6-12 Complex	92%	69%
West Adams Preparatory High	69%	75%
Santee Education Complex	49%	55%

Dropout Rate	2014-15	2015-16
Alliance Gertz-Ressler Richard Merkin 6-12 Complex	6%	4%
West Adams Preparatory High	18%	14%
Santee Education Complex	21%	11%

Source: California Department of Education

From the class of 2015 to the class of 2016, the cohort graduation rate increased by 1% from 91% to 92%. During both years, the graduation rate for All Students far exceeded the median graduation rate of resident schools, 72.8% and 78.1% respectively. Additionally, the Dropout rate was reduced from 6% to 4% from 2015 to 2016. Students have access to their grades electronically and also receive regular printed reports so that they can engage in reflection and goal-setting activities through their Advisory course each week. The College Center creates Advisory lessons for students on the importance of course credits and UC A-G requirements, hosts workshops and academies for parents, and sends home mailings so that all are aware of their students' progress towards graduation. Students who are credit-deficient have opportunities to recover credits through an online program as well as through Summer School, which is offered each year. Teachers regularly review gradebook data and use it to assign students to after school tutoring, provide retake opportunities, and contact parents to inform them of concerns or praise.

We have continued to devise ways to improve this data for our general population but especially for our subgroups. We have built in strands of PD to support our instructional staff in providing the appropriate accommodations for our scholars to ensure their access to and success in completing coursework. In the 2017-2018 school year, we added additional positions, such as Special Education Coordinator and ELD Specialist, in order to help track, share, and coordinate stakeholder groups to improve this data. At IEP meetings, as well as informal check-ins with students, grades and progress towards graduation are reviewed. For the 2018-2019 school year, we are adding an additional Academic Counselor in order to increase the frequency of 1:1 meetings and personalized support for our scholars and their families as our scholars' progress towards graduation and college acceptance.

Graduates Meeting UC/CSU Course Requirements

Graduates Meeting UC/CSU Course Requirements	2014-15	2015-16	2016-17
Alliance Gertz-Ressler Richard Merkin 6-12 Complex	98.1%	94.6%	100.0%
West Adams Preparatory High	42.5%	47.9%	55.6%
Santee Education Complex	40.9%	49.4%	52.6%

Source: California Department of Education

Historically, the rate of graduates meeting UC/CSU Course Requirements has been high. In the 2015 school year, 98.1% of graduates met the UC/CSU Course Requirements and that increased by the class of 2017 to 100%. This is roughly double the achievement of students in the resident schools mentioned above. We attribute this success to a full College Center team that starts working with students in grade 6 to promote college, inform them of the UC A-G requirements, and ensure that almost all of our course offerings for students at the high school academy are UC approved. Summer Bridge, Back to School Orientations, Advisory activities,

college workshops, college campus visits, and parent academies occur at regular intervals to support students and families in building their awareness of UC/CSU expectations and track progress towards meeting the expectations. Throughout the Complex, there is a college-going culture evident on bulletin boards, classrooms decors, shirts, and in the communication between staff and students that reminds them constantly of the mission to send our students to college.

SAT

SAT Scores	2014-15		2015-16	
	% Scores ≥1500	% tested	% Scores ≥1500	% tested
Alliance Gertz-Ressler Richard Merkin 6-12 Complex	15.3%	100.0%	11.2%	73.0%
West Adams Preparatory High	6.3%	58.4%	5.9%	60.3%
Santee Education Complex	6.4%	62.8%	6.6%	71.1%

Source: California Department of Education

In both years above, student performance in the ≥1500 range exceeded the above-mentioned resident schools. The percentage of students tested also exceeded the two resident schools above.

On the SAT, 100% of students in the high school academy were tested in the 2014-2015 school year. The reason for the decline in percentage tested and the drop in scores exceeding 1500 was due to a school-wide shift to focus more on the ACT during the 2015-2016 school year in line with the addition of a 10th grade class offered to 10th graders which included specific preparation for the ACT, as well as additional preparation tutoring offered after school.

As a school, we have continued to offer opportunities for SAT preparation through after school and outside partnerships with Fulfillment Fund, College Math, and Study Smart Tutors. In order to improve performance, we are working to build in more connections to the SAT and SAT-aligned tasks during academic classes and Advisory. During the 2017-2018 school year, we started offering in-house PSAT testing for grades 8-10, and in-house SAT testing for 11th grade.

ACT

ACT Scores	2014-15		2015-16	
	% Scores ≥21	% tested	% Scores ≥21	% tested
Alliance Gertz-Ressler Richard Merkin 6-12 Complex	19.6%	48.6%	29.8%	99.2%
West Adams Preparatory High	0.0%	9.0%	14.0%	13.7%
Santee Education Complex	8.9%	16.4%	21.1%	11.9%

Source: California Department of Education

As mentioned above, the high increase in test participation and scores from 2014-2015 to 2015-2016 can be attributed to a school-wide shift to focus on ACT and the offering of ACT-focused preparation course. The percentage of students achieving ≥21 as well as the percentage of students tested far exceeded that of the above resident schools.

Advanced Placement

AP Scores	2014-15		2015-16	
	% 3 or Above	% tested	% 3 or Above	% tested
Alliance Gertz-Ressler Richard Merkin 6-12 Complex	39.5%	53.9%	45.4%	48.6%
West Adams Preparatory High	35.2%	14.7%	32.0%	18.1%
Santee Education Complex	16.0%	33.2%	18.9%	42.8%

Source: California Department of Education

We are proud of the growing pass rates for Advanced Placement as well as the overall percentage of students tested, both of which are higher than that of the resident school listed above. The AP program is a component of our instructional program that we have actively worked to expand and improve in recent years.

We pride ourselves in a robust Advanced Placement program, currently 12 courses and still growing. Students learn about the importance of taking AP courses and are encouraged to take advantage of available AP course options through our annual AP Expo held in the Spring. In the 2017-2018 school year, we added a parent component. Parents received AP course information during a Town Hall breakout session which featured booths for each course, hosted by the teacher and students who took the course, as well as the College Counselors. Teachers of AP courses attend the appropriate training for their course during a summer institute and ensure their instruction is aligned to the College Board course description. Students have open-access to AP courses in line with College-Board's Equity and Access Policy and are provided with textbooks, study books, and online resources. Tutoring for AP courses is offered throughout the year and after-school and Saturday mock exams and review sessions are provided in the Spring semester in the months leading up to May testing. AP scholars wear AP t-shirts and sweatshirts with pride, as part of their school uniform. Pass rate data is reported out to our school community and we celebrate the success of those who pass their AP exams.

Attendance

Average Daily Attendance	2014-15	2015-16	2016-17
Alliance Gertz-Ressler Richard Merkin 6-12 Complex	97%	97%	97%

Our school-wide attendance rate has remained high and we continue to find solutions to maintain and increase this rating. At Gertz-Merkin, classified and certificated staff members work hand in hand to promote high attendance rates that lead to an engaged learning environment. We recognize that our 2016-17 data revealed a chronic absenteeism rate of 5% and we are continuing to build and revise sustainable systems and structures to address chronic absenteeism. Gertz-Merkin tracks chronic-absenteeism as a way to ensure we are proactive in supporting our students who are at-risk of low attendance. When tracking student attendance, if a student is at risk of chronic absenteeism, it triggers a flow of support including parent conferences, counselor mediation, home visits, and the development of a support team for the student's success.

Parent Engagement

Parents are invaluable partners in attaining the goals we seek to achieve in our charter petition and our Local Control Accountability Plan (LCAP). The Annual Parent Satisfaction Survey data demonstrates the families are satisfied with our school with the rate of 60.5% of 4s reported. We know that this data is indicative of the incredible support we have received from our families.

In order to create a space for involvement of all stakeholder groups and keep the community engaged in the fulfillment of the mission/vision, the school has a School Coordinating Council (SCC) which meets a minimum of four times per year. The SCC consists of members from various stakeholder groups, including parents, teachers, classified staff, community members, student government and the site leadership. The SCC is an effective forum to provide suggestions and recommendations to the leadership on day-to-day operations and issues including but not limited to, budgeting, the instructional program, school policies, and the general direction of the school.

The Complex hosts community Town Hall meetings as an opportunity for the wider group of stakeholders to participate in monitoring the school's progress. During these meetings, we discuss a wide range of topics to promote engagement and commitment to our mission. These meetings are open to the community members, but also provide an opportunity for parents who are unable to attend the SCC meetings to learn about what is going on at the academies, receive Complex-wide data updates, discuss proposed upcoming changes, see displays of academic work from classes, hear about upcoming activities. The Complex leadership team attends the Town Hall meetings, which are held on campus.

Since parent involvement and education are essential components in the success of our students, the school holds workshops to increase parent capacity to support their children at home and assist the school in closing the achievement gap. The goal of the parent workshops is to create and maintain a climate conducive to sustained parent engagement and partnerships to support student learning and success. The Parent Engagement Specialist, with support from the administrative team, conducts the workshops on a variety of topics, and serves as a vehicle for parent education regarding the educational program of their student. Topics range from high school preparedness, college-readiness, and parenting skills.

Who Gertz-Merkin is Attempting to Educate: Student Population to be Served

Alliance Gertz-Ressler/ Richard Merkin 6-12 Complex is an independent charter high school that serves students in grades 6-12, providing an alternative choice of quality education in the West Adams and Pico-Union communities.

Alliance Gertz-Ressler/Richard Merkin 6-12 Complex provides a sound educational program to all students in attendance through its rigorous college-preparatory curriculum, culture of high expectations for all students, effective teachers and leadership in small and personalized learning environment where students know their teachers well, and are known by school staff.

The publicly available SBAC data and the California Accountability Dashboard for schools in the community to be served reflects a large, urban student population and provides an objective rationale for the need of the proposed instructional program. The 6-12 Complex seeks to recruit elementary, middle and high school students in the following school communities to improve academic performance as a priority:

West Adams Preparatory High School
Santee Education Complex

Berendo Middle School
 Adams Middle School
 Clinton Middle School
 Liechty Middle School
 Norwood Elementary School
 Magnolia Avenue Elementary School
 Vermont Avenue Elementary School

Enrollment by Grade-Level

5 Year Enrollment Roll-Out Plan					
Grade	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
6	150	150	150	150	150
7	150	150	150	150	150
8	150	150	150	150	150
9	140	140	140	140	140
10	140	140	140	140	140
11	140	140	140	140	140
12	140	140	140	140	140
Total	1010	1010	1010	1010	1010

Goals and Philosophy

Mission

The mission of Gertz-Merkin is to operate a small high performing school that prepares all students to graduate and to enter and succeed in college. Moreover, we strive to ensure that each Gertz-Merkin student will develop resilient character and strong critical thinking and collaborative skills necessary to become socially responsible, globally minded citizens who are an integral part of their local, national and international communities.

Vision

The vision of Gertz-Merkin is to provide a highly accountable model of innovation with highly effective teachers guided by core principles that are based on what research has shown to be best educational practices, and to serve as a model for the District and other public schools.

Gertz-Merkin will consistently demonstrate student readiness for success in college by growing the number of students who, based on state content/common core standards assessments, place at the “meeting” or “exceeding” levels.

Key Program Elements

Gertz-Merkin students, staff and community embrace the following five Alliance program elements to establish and maintain the culture of the school:

1. **High Expectations for All Students** - All students, including students in historically underachieving communities, can successfully learn at high levels and have a fundamental right to high expectations and quality instruction that prepare them to enter

and succeed in college¹. All students must pass the A-G college entrance course requirements with a grade of C or better to graduate and be at least proficient in core academic standards (reading, writing, math, science, history/social science) to be ready for success in college.

2. **Small Personalized Schools and Classrooms** - Students learn best in small learning communities where their education is personalized so that students know their teachers and are well known as individuals by all adults in the school. Blended-learning classrooms, like those at Gertz-Merkin, offer even more personalized and individualized instruction that targets individual student learning needs, takes them from where they are and accelerates their learning to where they need to be in order to graduate ready for success in college.
3. **Increased Instructional Time** - All students must have sufficient time in school to learn successfully. The school offers a longer school year and ongoing opportunities for extended learning time through intervention or enrichment to meet individual student needs. Daily learning time is structured in longer instructional blocks of time to allow for focused in-depth learning. Students will also have access to online resources, be able to replay online content, and access other features allowed by using technology, creating many out-of-classroom learning opportunities. Research demonstrates how increased learning time can lead to higher achievement²
4. **Highly Qualified Principals and Teachers** – All Alliance schools must have exemplary principals who are capable instructional leaders and entrepreneurs in managing resources, and who are given opportunities for ongoing leadership training. Knowing that students learn best with teachers who know their subject field, are well trained to deliver rigorous instruction, and can attend to the diverse needs of individual students, these skills are at the forefront when selecting and developing teachers. Our teachers work in collaborative teams with common planning time where lessons are studied as a learning community and where accountability for student success is a shared responsibility.
5. **Working with Parents as Partners** - Parents at all Alliance schools are meaningfully and actively engaged in their children's education. They have a right to choose to send their children to excellent high performing schools. Parents must be responsible and accountable for supporting their children's learning at school and at home. They must understand what it will take to prepare their children for college, and they are encouraged to support the goals of the school through their voice and through volunteering.

What it Means to Be an Educated Person in the 21st Century

A well-educated person in the 21st Century must be highly proficient in a rigorous set of competencies in language, reasoning/problem solving, reading, writing, computation, interpersonal relationships, social/ economic studies, the use of technology, and personal work habits in order to succeed in a global economy.

¹ Doug Lemov, Teach Like a Champion, March 2010

² Massachusetts 2020, More Time for Learning: Promising Practices and Lessons Learned, 2010.

A well-educated person recognizes that the world is constantly changing, and is a self-directed lifelong learner prepared to continually adapt to changes that require new skills and competencies to be successful in their lifetime. An educated person understands that creative thinking leads to opportunity, that talent can be turned into true skill, and that all human beings are equal and important.³

The Gertz-Merkin curriculum, instructional methodology, and environment are designed to instill and develop these skills in our students so that they can success in college and in their chosen careers, and can continue to be self-directed learners, highly skilled critical thinkers and effective communicators throughout their lives.

How Learning Best Occurs

At Gertz-Merkin, we believe that exceptional teaching is at the heart of student success in middle school, high school, college, and beyond. Every day, with every student, we exemplify this belief through the academic commitments below. We believe learning occurs best when classrooms are characterized by the attributes below:

SPARK *Our students are enthusiastic learners who work hard every day to master challenging content.*

- Teachers celebrate students' effort and foster students' curiosity by cultivating a passion for learning and reinforcing the conviction that with hard work, every student can succeed.
- Students enthusiastically read, write, analyze, discuss, research, experiment, and solve challenging problems and self-advocate for what they need to succeed.

CHALLENGE *Our students learn best when we provide challenging content that builds strong learning habits and life skills.*

- Teachers support students to lead the cognitive thinking in a lesson by providing challenging academic content, skills, and experiences that prepare them for success in high school, college, and beyond. Challenging content pushes every student to exceed their own expectations, achieving exceptional results through struggle and hard work.
- Students wrestle with complex ideas and persevere in their work even when they are not sure of the answer.

SCHOLAR TO SCHOLAR *Our students deepen their understanding of content and build skills through lively discussions and meaningful collaboration with their peers.*

- Teachers provide students with a variety of opportunities to engage in robust academic discussions and to collaborate to solve real-world problems.
- Students use evidence to support their thinking, respectfully disagree with differing perspectives, and revise their own thinking in light of other students' ideas.

³ Douglas Kellner, *New Media and New Literacies: Reconstructing Education for the New Millennium*, UCLA, 2000

PERSONALIZED *Our students thrive with thoughtful scaffolding and individualized supports to meet our high bar for academic rigor.*

- Teachers use data to strategically tailor instruction based what their students' need, keeping the bar for academic rigor high.
- Students employ a variety of tools and strategies, including technology, to accelerate their learning, build knowledge and skills, and obtain feedback on their performance.

Annual Goals for Local Control Funding Formula (LCFF)

NOTE: The data targets approved by the School Board of Directors for the Year 2 LCAP are reflected in the tables below. The LCAP was developed by various stakeholder groups as required, approved by the School Board in June 2018, and submitted to LACOE per statutory requirements. The Board will consider revisions to the LCAP based on available data for the 2019-20 year as part of the Spring 2019 development of the Year 3 LCAP. As such, the LCFF table below reflects the targets available through Year 3 (2019-20).

NOTE: Subgroups which are not statistically significant as of the current data reporting year are denoted with an “*” in the table below.

LCFF STATE PRIORITIES

GOAL #1

Ensure all students are provided a learning environment supported by highly effective and fully credentialed teachers, and have full access to standards-aligned instructional materials in a well-maintained facility.

Related State Priorities:

- ☒ 1 ☐ 4 ☐ 7
☐ 2 ☐ 5 ☐ 8
☐ 3 ☐ 6

Local Priorities:

- ☐ :
☐ :

Specific Annual Actions to Achieve Goal

Action 1. 100% Credentialed Teachers

Action 2. 100% Credentialed Teachers (S&C)

Action 3. Retain effective teachers: It is often difficult to retain teachers in low income neighborhoods. The difficulty of teaching low income learners can lead to high teacher turnover. Work with Alliance for College Ready public schools to use a teacher evaluation system to gauge teacher performance and better coach new or struggling teachers.

Continue to compensate teachers based on effectiveness to reward those that work at improving their practice. Pay effective teachers a base salary an amount above \$52,470 based on their experience and evaluation scores

Action 4. Provide administrative coaching to support teachers in improving instructional practice.

Action 5. Maintain core instructional materials - ELA & Math & replace consumable materials

Action 6. Maintain the 1-1 student technology device ratio and maintain technology on campus.

Action 7. Gertz-Merkin will provide adequate resources to maintain and operate the complex.

Action 8. Gertz-Merkin will receive services from the Alliance Home Office (human resources support, IT, Fiscal and Accounting, Instructional Support, Facilities).

Expected Annual Measurable Outcomes

Outcome #1: 100% of ELA and Math core classes with standards-aligned curriculum.

Metric/Method for Measuring: Standards-Aligned Curriculum

APPLICABLE STUDENT GROUPS	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
All Students (Schoolwide)	100%	100%	100%	100%	100%	100%
English Learners	100%	100%	100%	100%	100%	100%
Socioecon. Disadv./Low Income Students	100%	100%	100%	100%	100%	100%
Foster Youth	*	*	*	*	*	*
Students with Disabilities	100%	100%	100%	100%	100%	100%
African American Students	100%	100%	100%	100%	100%	100%
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*

Latino Students	100%	100%	100%	100%	100%	100%
White Students	*	*	*	*	*	*
Outcome #2: 100% of students have a technology device. Metric/Method for Measuring: Technology						
APPLICABLE STUDENT GROUPS	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
All Students (Schoolwide)	100%	100%	100%	100%	100%	100%
English Learners	100%	100%	100%	100%	100%	100%
Socioecon. Disadv./Low Income Students	100%	100%	100%	100%	100%	100%
Foster Youth	*	*	*	*	*	*
Students with Disabilities	100%	100%	100%	100%	100%	100%
African American Students	100%	100%	100%	100%	100%	100%
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Latino Students	100%	100%	100%	100%	100%	100%
White Students	*	*	*	*	*	*
Outcome #3: Maintain facility in good condition and have zero findings upon annual inspections Metric/Method for Measuring: Facilities Inspection Reports (Federal/state)						
APPLICABLE STUDENT GROUPS	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
All Students (Schoolwide)	0 findings	0 findings	0 findings	0 findings	0 findings	0 findings
English Learners	0 findings	0 findings	0 findings	0 findings	0 findings	0 findings
Socioecon. Disadv./Low Income Students	0 findings	0 findings	0 findings	0 findings	0 findings	0 findings
Foster Youth	*	*	*	*	*	*
Students with Disabilities	0 findings	0 findings	0 findings	0 findings	0 findings	0 findings
African American Students	0 findings	0 findings	0 findings	0 findings	0 findings	0 findings
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Latino Students	0 findings	0 findings	0 findings	0 findings	0 findings	0 findings
White Students	*	*	*	*	*	*
Outcome #4: Fully ESSA-compliant teachers Metric/Method for Measuring: ESAA-compliant Teaching Staff						
APPLICABLE STUDENT GROUPS	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
All Students (Schoolwide)	100%	100%	100%	100%	100%	100%
English Learners	100%	100%	100%	100%	100%	100%

Socioecon. Disadv./Low Income Students	100%	100%	100%	100%	100%	100%
Foster Youth	*	*	*	*	*	*
Students with Disabilities	100%	100%	100%	100%	100%	100%
African American Students	100%	100%	100%	100%	100%	100%
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*			
Latino Students	100%	100%	100%	100%	100%	100%
White Students	*	*	*	*	*	*

Outcome #5: All teachers appropriately assigned
Metric/Method for Measuring: Teacher Assignments

APPLICABLE STUDENT GROUPS	Baseline	2019- 2020	2020- 2021	2021- 2022	2022- 2023	2023- 2024
All Students (Schoolwide)	100%	100%	100%	100%	100%	100%
English Learners	100%	100%	100%	100%	100%	100%
Socioecon. Disadv./Low Income Students	100%	100%	100%	100%	100%	100%
Foster Youth	*	*	*	*	*	*
Students with Disabilities	100%	100%	100%	100%	100%	100%
African American Students	100%	100%	100%	100%	100%	100%
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Latino Students	100%	100%	100%	100%	100%	100%
White Students	*	*	*	*	*	*

GOAL #2						
Implementation of State Standards] All students will have equitable access to rigorous, standards-aligned curricula and technology, assuring readiness for a full range of college and career options.	<div>Related State Priorities:</div> <div style="display: flex; flex-wrap: wrap;"> <div style="margin-right: 10px;"><input type="checkbox"/> 1</div> <div style="margin-right: 10px;"><input type="checkbox"/> 4</div> <div style="margin-right: 10px;"><input type="checkbox"/> 7</div> <div style="margin-right: 10px;"><input checked="" type="checkbox"/> 2</div> <div style="margin-right: 10px;"><input type="checkbox"/> 5</div> <div style="margin-right: 10px;"><input type="checkbox"/> 8</div> <div style="margin-right: 10px;"><input type="checkbox"/> 3</div> <div style="margin-right: 10px;"><input type="checkbox"/> 6</div> </div> <div>Local Priorities:</div> <div style="margin-top: 5px;"><input type="checkbox"/> :</div> <div style="margin-top: 5px;"><input type="checkbox"/> :</div>					
Specific Annual Actions to Achieve Goal						
<i>Action 1.</i> Renew software programs to support subgroups of students with identified needs <i>Action 2.</i> Maintain two full-time IT personnel to service/update technology <i>Action 3.</i> Maintain/renew online programs and site licenses for instructional programs to support student learning. <i>Action 4.</i> Staffing and release time for teacher coaching, planning, and professional development. <i>Action 5.</i> Maintain a Special Education Coordinator to track and monitor IEP progress and to ensure compliance						
Expected Annual Measurable Outcomes						
Outcome #1: Increasing the percentage annually for students who reclassify as RFEP (Reclassified Fluent English Proficient) Metric/Method for Measuring: Redesignation of English Language Learners						
APPLICABLE STUDENT GROUPS	Baseline	2019- 2020	2020- 2021	2021- 2022	2022- 2023	2023- 2024
All Students (Schoolwide)	N/A	N/A	N/A	N/A	N/A	N/A
English Learners	30.4%	20%	20.5%	21%	21.5%	22%
Socioecon. Disadv./Low Income Students	N/A	N/A	N/A	N/A	N/A	N/A
Foster Youth	*	*	*	*	*	*
Students with Disabilities	N/A	N/A	N/A	N/A	N/A	N/A
African American Students	N/A	N/A	N/A	N/A	N/A	N/A
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Latino Students	N/A	N/A	N/A	N/A	N/A	N/A
White Students	*	*	*	*	*	*
Outcome #2: Students with Disabilities to be fully include in the educational program with appropriate supports according to each student's IEP goals. Metric/Method for Measuring: Students' with Disabilities Course Schedules and Welligent Tracking						
APPLICABLE STUDENT GROUPS	Baseline	2019- 2020	2020- 2021	2021- 2022	2022- 2023	2023- 2024

All Students (Schoolwide)	N/A	N/A	N/A	N/A	N/A	N/A
English Learners	N/A	N/A	N/A	N/A	N/A	N/A
Socioecon. Disadv./Low Income Students	N/A	N/A	N/A	N/A	N/A	N/A
Foster Youth	*	*	*	*	*	*
Students with Disabilities	100%	100%	100%	100%	100%	100%
African American Students	N/A	N/A	N/A	N/A	N/A	N/A
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Latino Students	N/A	N/A	N/A	N/A	N/A	N/A
White Students	*	*	*	*	*	*

GOAL #3	
The Gertz-Merkin Complex will provide meaningful involvement opportunities for all parents that support student success in becoming college and career ready.	Related State Priorities: <input type="checkbox"/> 1 <input type="checkbox"/> 4 <input type="checkbox"/> 7 <input type="checkbox"/> 2 <input type="checkbox"/> 5 <input type="checkbox"/> 8 <input checked="" type="checkbox"/> 3 <input type="checkbox"/> 6
	Local Priorities: <input type="checkbox"/> : <input type="checkbox"/> :

Specific Annual Actions to Achieve Goal
<i>Action 1.</i> Maintain two full-time parent engagement specialists to plan and advertise parent involvement and volunteer opportunities and track participation. <i>Action 2.</i> Offer coherent program of parent education (i.e. ESL, technology classes for parents, high school graduation and college admission information, financial aid, support for students with disabilities to graduate and become college and career ready, etc.)

Expected Annual Measurable Outcomes						
Outcome #1: Increase parents attending community townhall meetings and workshops.						
Metric/Method for Measuring: Parents attending Town Halls						
APPLICABLE STUDENT GROUPS	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
All Students (Schoolwide)	TBD	25%	25%	25%	25%	25%
English Learners	TBD	25%	25%	25%	25%	25%
Socioecon. Disadv./Low Income Students	N/A	N/A	N/A	N/A	N/A	N/A
Foster Youth	*	*	*	*	*	*
Students with Disabilities	TBD	25%	25%	25%	25%	25%
African American Students	N/A	N/A	N/A	N/A	N/A	N/A

American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Latino Students	N/A	N/A	N/A	N/A	N/A	N/A
White Students	*	*	*	*	*	*
Outcome #2: Parent satisfaction (rating of 4 out of 4) with the school and instructional program Metric/Method for Measuring: Parent Satisfaction Survey						
APPLICABLE STUDENT GROUPS	Baseline	2019- 2020	2020- 2021	2021- 2022	2022- 2023	2023- 2024
All Students (Schoolwide)	TBD	65%	65%	65%	65%	65%
English Learners	N/A	N/A	N/A	N/A	N/A	N/A
Socioecon. Disadv./Low Income Students	N/A	N/A	N/A	N/A	N/A	N/A
Foster Youth	*	*	*	*	*	*
Students with Disabilities	N/A	N/A	N/A	N/A	N/A	N/A
African American Students	N/A	N/A	N/A	N/A	N/A	N/A
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Latino Students	N/A	N/A	N/A	N/A	N/A	N/A
White Students	*	*	*	*	*	*
Outcome #3: Parent engagement through attendance at scheduled schoolwide academic conferences Metric/Method for Measuring: Parents attending parent conferences						
APPLICABLE STUDENT GROUPS	Baseline	2019- 2020	2020- 2021	2021- 2022	2022- 2023	2023- 2024
All Students (Schoolwide)	TBD	90%	90%	90%	90%	90%
English Learners	N/A	N/A	N/A	N/A	N/A	N/A
Socioecon. Disadv./Low Income Students	N/A	N/A	N/A	N/A	N/A	N/A
Foster Youth	*	*	*	*	*	*
Students with Disabilities	N/A	N/A	N/A	N/A	N/A	N/A
African American Students	N/A	N/A	N/A	N/A	N/A	N/A
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Latino Students	N/A	N/A	N/A	N/A	N/A	N/A
White Students	*	*	*	*	*	*

GOAL #4						
All Gertz-Merkin Complex students will gain the knowledge and skills to be college and career ready through a variety of academic opportunities and programs to support their learning.	<div style="border-bottom: 1px solid black; padding-bottom: 5px;"> Related State Priorities: <input type="checkbox"/> 1 <input checked="" type="checkbox"/> 4 <input type="checkbox"/> 7 <input type="checkbox"/> 2 <input type="checkbox"/> 5 <input type="checkbox"/> 8 <input type="checkbox"/> 3 <input type="checkbox"/> 6 </div> <div style="padding-top: 5px;"> Local Priorities: <input type="checkbox"/> : <input type="checkbox"/> : </div>					
Specific Annual Actions to Achieve Goal						
<p><i>Action 1.</i> Continue ELA support classes, ELA after-school tutoring, CELDT Bootcamp to support English Learners.</p> <p><i>Action 2.</i> Task force and staff for grades 6-12 to ensure English Learners are receiving access to all educational programs.</p> <p><i>Action 3.</i> acquiring English and supporting their achievement in the core courses & provide professional development to all staff regarding the English language development standards, integrated, and designated ELD, SDAIE strategies, and differentiated instruction.</p> <p><i>Action 4.</i> Continue incentive-based program to encourage students to improve Lexile scores.</p> <p><i>Action 5.</i> Maintain qualified after-school tutors and core-content credentialed teachers for intervention program targeted for students at risk of receiving an NP in ELA.</p>						
Expected Annual Measurable Outcomes						
Outcome #1: Increase EL redesignation Metric/Method for Measuring: Percentage of English Learners who re-designate as Fluent English Proficient						
APPLICABLE STUDENT GROUPS	Baseline	2019- 2020	2020- 2021	2021- 2022	2022- 2023	2023- 2024
All Students (Schoolwide)	N/A	N/A	N/A	N/A	N/A	N/A
English Learners	TBD	20%	TBD	TBD	TBD	TBD
Socioecon. Disadv./Low Income Students	N/A	N/A	N/A	N/A	N/A	N/A
Foster Youth	*	*	*	*	*	*
Students with Disabilities	N/A	N/A	N/A	N/A	N/A	N/A
African American Students	N/A	N/A	N/A	N/A	N/A	N/A
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Latino Students	N/A	N/A	N/A	N/A	N/A	N/A
White Students	*	*	*	*	*	*
Outcome #2: Improve CAASPP performance meeting/exceeds for middle school (MS) and high school (HS)						

Metric/Method for Measuring: CAASPP - ELA (LCFF Evaluation Rubric)						
APPLICABLE STUDENT GROUPS	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
All Students (Schoolwide)	TBD	MS 2.3 Distance from 3 (DF3) HS 85%	MS 2.3 DF3 HS 85%	MS 2.3 DF3 HS 85%	MS 2.3 DF3 HS 85%	MS 2.3 DF3 HS 85%
English Learners	TBD	MS 36.4 DF3 HS 15%	MS 36.4 DF3 HS 15%	MS 36.4 DF3 HS 15%	MS 36.4 DF3 HS 15%	MS 36.4 DF3 HS 15%
Socioecon. Disadv./Low Income Students	TBD	MS 2.3 DF3 HS 85%	MS 2.3 DF3 HS 85%	MS 2.3 DF3 HS 85%	MS 2.3 DF3 HS 85%	MS 2.3 DF3 HS 85%
Foster Youth	*	*	*	*	*	*
Students with Disabilities	TBD	MS 98 DF3 HS 25%	MS 98 DF3 HS 25%	MS 98 DF3 HS 25%	MS 98 DF3 HS 25%	MS 98 DF3 HS 25%
African American Students	TBD	TBD	TBD	TBD	TBD	TBD
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Latino Students	TBD	TBD	TBD	TBD	TBD	TBD
White Students	*	*	*	*	*	*

GOAL #5						
All students will be provided an engaging learning environment that will support learning opportunities.	<div>Related State Priorities:</div> <div style="display: flex; flex-wrap: wrap;"> <div style="margin-right: 10px;"><input type="checkbox"/> 1</div> <div style="margin-right: 10px;"><input type="checkbox"/> 4</div> <div style="margin-right: 10px;"><input type="checkbox"/> 7</div> <div style="margin-right: 10px;"><input type="checkbox"/> 2</div> <div style="margin-right: 10px;"><input checked="" type="checkbox"/> 5</div> <div style="margin-right: 10px;"><input type="checkbox"/> 8</div> <div style="margin-right: 10px;"><input type="checkbox"/> 3</div> <div style="margin-right: 10px;"><input type="checkbox"/> 6</div> </div> <div>Local Priorities:</div> <div style="margin-top: 5px;"><input type="checkbox"/> :</div> <div style="margin-top: 5px;"><input type="checkbox"/> :</div>					
Specific Annual Actions to Achieve Goal						
<p><i>Action 1.</i> Maintain two-full time attendance clerks to focus on regular school attendance and continue to support families with chronic tardies and absent students.</p> <p><i>Action 2.</i> The Complex will maintain four academic counselors to provide counseling support for students in order to increase graduation rates.</p>						
Expected Annual Measurable Outcomes						
Outcome #1: Increase/maintain matriculation and graduation rates above 95% Metric/Method for Measuring: Matriculation and Graduation Rates						
APPLICABLE STUDENT GROUPS	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024

All Students (Schoolwide)	<i>TBD</i>	<i>MS 100% HS 95%</i>	<i>MS 100% HS 95%</i>	<i>MS 100% HS 95%</i>	<i>MS 100% HS 95%</i>	<i>MS 100% HS 95%</i>
English Learners						
Socioecon. Disadv./Low Income Students						
Foster Youth	*	*	*	*	*	*
Students with Disabilities						
African American Students						
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Latino Students						
White Students	*	*	*	*	*	*

Outcome #2: Maintain drop out rate of 2% or less

Metric/Method for Measuring: Dropout Rate

APPLICABLE STUDENT GROUPS	Baseline	2019- 2020	2020- 2021	2021- 2022	2022- 2023	2023- 2024
All Students (Schoolwide)		2%	2%	2%	2%	2%
English Learners		2%	2%	2%	2%	2%
Socioecon. Disadv./Low Income Students		2%	2%	2%	2%	2%
Foster Youth	*	*	*	*	*	*
Students with Disabilities		2%	2%	2%	2%	2%
African American Students		2%	2%	2%	2%	2%
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Latino Students	2%	2%	2%	2%	2%	2%
White Students	*	*	*	*	*	*

Outcome #3: Students maintain regular attendance and decrease chronic absenteeism rate

Metric/Method for Measuring: Chronic Absenteeism

APPLICABLE STUDENT GROUPS	Baseline	2019- 2020	2020- 2021	2021- 2022	2022- 2023	2023- 2024
All Students (Schoolwide)		5%	5%	5%	5%	5%
English Learners		5%	5%	5%	5%	5%
Socioecon. Disadv./Low Income Students		5%	5%	5%	5%	5%
Foster Youth	*	*	*	*	*	*
Students with Disabilities		5%	5%	5%	5%	5%
African American Students		5%	5%	5%	5%	5%
American Indian/Alaska Native Students	*	*	*	*	*	*

Asian Students	*	*	*	*	*	*
Latino Students		5%	5%	5%	5%	5%
White Students	*	*	*	*	*	*
Outcome #4: Students maintain regular attendance						
Metric/Method for Measuring: Average Attendance						
APPLICABLE STUDENT GROUPS	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
All Students (Schoolwide)		97%	97%	97%	97%	97%
English Learners						
Socioecon. Disadv./Low Income Students						
Foster Youth	*	*	*	*	*	*
Students with Disabilities						
African American Students						
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Latino Students						
White Students	*	*	*	*	*	*

GOAL #6	
All Gertz-Merkin Complex students will be provided a safe and healthy learning environment to achieve social, emotional, and academic success.	Related State Priorities: <input type="checkbox"/> 1 <input type="checkbox"/> 4 <input type="checkbox"/> 7 <input 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"/> : <input type="checkbox"/> :
Specific Annual Actions to Achieve Goal	
<p><i>Action 1.</i> Hire and maintain school leadership positions to implement alternatives to suspensions, to create, and train staff on positive behavior support system and maintain a positive school culture and environment</p> <p><i>Action 2.</i> Continue to employ security and campus aides to patrol school grounds before, during, and after school.</p> <p><i>Action 3.</i> Provide professional development to staff regarding bullying and strategies for teaching anti-bullying strategies and provide opportunities for students to engage in a variety of activities focusing on bullying; provide counseling presentations; mediation and conflict resolution; assemblies; outside resources/speakers; etc.</p> <p><i>Action 4.</i> Continue use of counseling interns</p> <p><i>Action 5.</i> Continue to use feedback from survey data to improve in areas identified by stakeholders</p>	

Action 6. Employ two full-time counselors to address the social-emotional needs of students.

Expected Annual Measurable Outcomes

Outcome #1: Maintain positive school culture

Metric/Method for Measuring: Suspension Rate

APPLICABLE STUDENT GROUPS	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
All Students (Schoolwide)		≤ 1%	≤ 1%	≤ 1%	≤ 1%	≤ 1%
English Learners						
Socioecon. Disadv./Low Income Students						
Foster Youth	*	*	*	*	*	*
Students with Disabilities						
African American Students						
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Latino Students						
White Students	*	*	*	*	*	*

Outcome #2: Maintain positive school culture

Metric/Method for Measuring: Expulsion Rate

APPLICABLE STUDENT GROUPS	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
All Students (Schoolwide)		<0.5%	<0.5%	<0.5%	<0.5%	<0.5%
English Learners						
Socioecon. Disadv./Low Income Students						
Foster Youth	*	*	*	*	*	*
Students with Disabilities						
African American Students						
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Latino Students						
White Students	*	*	*	*	*	*

Outcome #3: Maintain positive school culture and student satisfaction with the school (students will have an overall score of 3 or 4)

Metric/Method for Measuring: Student Survey

APPLICABLE STUDENT GROUPS	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
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All Students (Schoolwide)		80%	80%	80%	80%	80%
English Learners						
Socioecon. Disadv./Low Income Students						
Foster Youth	*	*	*	*	*	*
Students with Disabilities						
African American Students						
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Latino Students						
White Students	*	*	*	*	*	*

GOAL #7						
The Gertz-Merkin Complex will provide all students with the opportunity to experience a range of courses that support career- and college-readiness.	<div style="border-bottom: 1px solid black; padding-bottom: 5px;"> Related State Priorities: <input type="checkbox"/> 1 <input type="checkbox"/> 4 <input checked="" type="checkbox"/> 7 <input type="checkbox"/> 2 <input type="checkbox"/> 5 <input type="checkbox"/> 8 <input type="checkbox"/> 3 <input type="checkbox"/> 6 </div> <div style="padding-top: 5px;"> Local Priorities: <input type="checkbox"/> : <input type="checkbox"/> : </div>					
Specific Annual Actions to Achieve Goal						
<i>Action 1.</i> Continue to provide AP and honors courses <i>Action 2.</i> Continue to provide access to A-G classes for all students <i>Action 3.</i> Continue to develop and provide additional elective options into the learning community.						
Expected Annual Measurable Outcomes						
Outcome #1: Maintain student enrollment/interest in Advanced Placement coursework for grades 10-12 Metric/Method for Measuring: Enrollment in AP courses						
APPLICABLE STUDENT GROUPS	Baseline	2019- 2020	2020- 2021	2021- 2022	2022- 2023	2023- 2024
All Students (Schoolwide)		57%	57%	57%	57%	57%
English Learners						
Socioecon. Disadv./Low Income Students						
Foster Youth	*	*	*	*	*	*
Students with Disabilities						
African American Students						
American Indian/Alaska Native Students	*	*	*	*	*	*

Asian Students	*	*	*	*	*	*
Latino Students						
White Students	*	*	*	*	*	*

Outcome #2: Maintain range of Advanced Placement coursework for grades 10-12

Metric/Method for Measuring: AP and Honors Courses Offered

APPLICABLE STUDENT GROUPS	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
All Students (Schoolwide)		12 courses	13 courses	13 courses	13 courses	13 courses
English Learners						
Socioecon. Disadv./Low Income Students						
Foster Youth	*	*	*	*	*	*
Students with Disabilities						
African American Students						
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Latino Students						
White Students	*	*	*	*	*	*

Outcome #3: Graduates meeting the CSU/UC requirements for admission

Metric/Method for Measuring: A-G Requirements

APPLICABLE STUDENT GROUPS	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
All Students (Schoolwide)		95%	95%	95%	95%	95%
English Learners		95%	95%	95%	95%	95%
Socioecon. Disadv./Low Income Students		95%	95%	95%	95%	95%
Foster Youth	*	*	*	*	*	*
Students with Disabilities		95%	95%	95%	95%	95%
African American Students		95%	95%	95%	95%	95%
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Latino Students		95%	95%	95%	95%	95%
White Students	*	*	*	*	*	*

Outcome #4: Students enrolled in AP classes will pass at least one AP exam with a 3 or higher before graduation.

Metric/Method for Measuring: AP Pass Rate

APPLICABLE STUDENT GROUPS	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
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All Students (Schoolwide)		60%	60%	60%	60%	60%
English Learners						
Socioecon. Disadv./Low Income Students		60%	60%	60%	60%	60%
Foster Youth	*	*	*	*	*	*
Students with Disabilities						
African American Students						
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Latino Students		60%	60%	60%	60%	60%
White Students	*	*	*	*	*	*

GOAL #8						
All Gertz-Merkin Complex students will gain the knowledge and skills to be college and career ready through a variety of academic opportunities and programs to support their learning in Mathematics.	<div style="text-align: right; font-weight: bold;">Related State Priorities:</div> <div style="display: flex; flex-wrap: wrap;"> <div style="margin-right: 10px;"><input type="checkbox"/> 1</div> <div style="margin-right: 10px;"><input type="checkbox"/> 4</div> <div style="margin-right: 10px;"><input type="checkbox"/> 7</div> <div style="margin-right: 10px;"><input type="checkbox"/> 2</div> <div style="margin-right: 10px;"><input type="checkbox"/> 5</div> <div style="margin-right: 10px;"><input checked="" type="checkbox"/> 8</div> <div style="margin-right: 10px;"><input type="checkbox"/> 3</div> <div style="margin-right: 10px;"><input type="checkbox"/> 6</div> </div> <div style="text-align: right; font-weight: bold;">Local Priorities:</div> <div style="margin-top: 5px;"> <input type="checkbox"/> : <input type="checkbox"/> : </div>					
Specific Annual Actions to Achieve Goal						
<p><i>Action 1.</i> Maintain qualified after-school tutors for intervention program targeted for students at risk of receiving an NP in Math.</p> <p><i>Action 2.</i> Purchase online programs and site licenses for instructional programs to support student learning.</p>						
Expected Annual Measurable Outcomes						
Outcome #1: Increase percentage of students meeting/exceeding standards Metric/Method for Measuring: CAASPP						
APPLICABLE STUDENT GROUPS	Baseline	2019- 2020	2020- 2021	2021- 2022	2022- 2023	2023- 2024
All Students (Schoolwide)		<i>MS -22.5 DF3 HS 49%</i>	<i>TBD</i>	<i>TBD</i>	<i>TBD</i>	<i>TBD</i>
English Learners		<i>MS -73.9 DF3 HS 25%</i>	<i>TBD</i>	<i>TBD</i>	<i>TBD</i>	<i>TBD</i>
Socioecon. Disadv./Low Income Students		<i>MS -22.5 DF3 HS 49%</i>	<i>TBD</i>	<i>TBD</i>	<i>TBD</i>	<i>TBD</i>

Foster Youth	*	*	*	*	*	*
Students with Disabilities		MS -128 DF3 HS 10%	TBD	TBD	TBD	TBD
African American Students		TBD	TBD	TBD	TBD	TBD
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Latino Students		MS -22.5 DF3 HS 49%	TBD	TBD	TBD	TBD
White Students	*	*	*	*	*	*

LCFF Narrative

The overarching goal for LCFF is improved educational outcomes for students – especially those with the greatest needs – based on the engagement and input of the entire school community. By investing in academic, social-emotional, and operational supports for students and parents, we better meet the needs of the whole child. This multi-pronged approach helps build students' self-esteem and confidence in their academic performance, which motivates students to stay on track for high school and post-secondary options.

Additional findings on how the goals of the LCAP will enable students to become and remain self-motivated, competent, and life-long learners are listed below:

Goal	Supporting self-motivated, competent, and life-long learners
Goal 1: Ensure all students are provided a learning environment supported by highly effective and fully credentialed teachers, and have full access to standards-aligned instructional materials in a well-maintained facility.	Students will have access to a school environment and resources as well as highly effective and fully credentialed teachers which all contribute to our scholars becoming self-motivated, competent, life-long learners.
Goal 2: All students will have equitable access to rigorous, standards aligned curricula and technology, ensuring readiness for a full range of college and career options.	All school materials, curricula and technology allow for equitable access and support our rigorous instructional model that supports the development of college-ready, life-long learners.
Goal 3: The Gertz-Merkin Complex will provide meaningful involvement opportunities for all parents that support student success in becoming college and career ready.	By supporting our parents, they in turn can support their students in all aspects of the middle and high school experience.
Goal 4: All Gertz-Merkin Complex students will gain the knowledge and skills to be college and career ready through a variety of academic opportunities and programs to support their learning.	Scholars at the Complex will have access to various language supports and a rich ELA curriculum so that they can gain the knowledge and skills to be college and career-ready life-long learners.
Goal 5: All students will be provided an engaging learning environment that will support learning opportunities.	The Complex will support students with attendance success and steps toward graduation in order to develop self-motivated and competent life-long learners.

Goal	Supporting self-motivated, competent, and life-long learners
Goal 6: All Gertz-Merkin Complex students will be provided a safe and healthy learning environment to achieve social, emotional, and academic success.	The Complex believes in the development and support of the whole child in order for them to become life-long, self-motivated learners. As such, the Complex utilizes a restorative justice approach with positive behavior interventions and maintains multiple social-emotional counselors on-site.
Goal 7: The Gertz-Merkin Complex will provide all students with the opportunity to experience a range of courses that support career- and college-readiness.	Through the experience of a variety of courses (electives and advanced placement), scholars at the Complex will be supported in becoming well-rounded, life-long learners.
Goal 8: All Gertz-Merkin Complex students will gain the knowledge and skills to be college and career ready through a variety of academic opportunities and programs to support their learning in Mathematics.	Scholars at the Complex will have access to various numeracy supports and a rich mathematics curriculum so that they can gain the knowledge and skills to be college and career-ready life-long learners.

Instructional Design

Curriculum and Instruction

The educational model for curriculum and instruction at the Gertz-Merkin Complex is guided by our key program elements, our beliefs about how learning best occurs and by⁴best practices researched in high performing high schools that consistently produce well-educated students prepared to successfully enter and succeed in college. The philosophical base and the organizational structure for our curriculum are student-centered and are in accordance with accountability for meeting or exceeding grade level Common Core, Next Generation Science Standards, ELD, and other state college readiness standards.

Specifically, Gertz-Merkin employs a standards-aligned curriculum that prepares students to excel academically, with increased focus on Math and English performance. Research from ACT's seminal study⁵ on college readiness found that students' ability to comprehend complex text is the factor that differentiates college-ready readers from their non-ready peers. The study also highlighted the importance of reading across the curriculum, given that of the students not meeting the ACT Reading Benchmark, only 5% met the ACT Science benchmark. In addition, research consistently shows that building student knowledge via informational text is crucial to developing students' literacy ability. Finally, in order to access grade-level, complex texts,

⁴G. Sue Shannon, *Nine Characteristics of High Performing High Schools*, 2001

⁵ ACT (2006). *Reading between the lines: What the ACT reveals about college readiness in reading*. Iowa City, IA

students must have repeated exposure and practice with complex text through close reading across content areas that requires reading, speaking, and writing grounded in evidence^{6,7,8}.

Given this strong body of research, the Complex's educational program positions literacy skills as the gateway skills that position students for success across all content areas. In every course, students are required to analyze complex text, cite textual evidence through discussion and writing and justify their thinking. In Science and Social Studies, students engage in informational texts, such as primary source documents (e.g. US Constitution) or domain-specific texts (e.g. scientific journal article), that demand careful reading and analysis to make meaning. In mathematics, students engage in daily tasks that require solving real-world problems and justifying (orally and through writing) their mathematical thinking. Finally, across all subjects, all students are pushed to carry the cognitive and intellectual thinking required by the Common Core and NGSS standards, as well as the ELD Standards/Framework⁹.

The Complex attests that each pupil in the school will have sufficient instructional materials in each subject area consistent with the content and cycles of the curriculum frameworks adopted by the California Department of Education.

Each spring, the principal, in consultation with staff, identifies areas of need and orders materials for the following year. Recent studies published by the Center for American Progress, Brown Center on Educational Policy at Brookings Institute, and RAND Corporation^{10,11} consistently find that the quality of instructional materials teachers use in the classroom has a measurable impact on student performance. Curriculum materials are selected based on their alignment to the CCSS/NGSS/ELD standards and instructional shifts and materials must prepare students to graduate ready for college.

In alignment to the Gertz-Merkin's educational program, curriculum materials across content areas provide students with daily assignments that require careful reading of complex text as well as writing and discussion grounded in evidence. In accordance to the CCSS instructional shifts in English Language Arts, a variety of genres and text types are used, with the majority of texts being informational texts. Additionally, across content areas teachers use a number of instructional strategies like multiple reads, text-dependent questions and annotation to ensure all students have access to the material. In mathematics, curriculum materials deeply focus on student mastery of Claim 1 Smarter Balanced standards and engage students in problem-solving through the Mathematical Practices. Finally, in every course, teachers carefully align daily objectives, activities and formative assessments to the standards and monitor progress against the standards through our standards-based grading system. While a full list of curriculum materials is found on the next page, the key features and components of our English Language Arts and Mathematics curriculum is summarized below:

⁶ Ericsson, K. A., Krampe, R. T., & Tesch-Römer, C. (1993). The role of deliberate practice in the acquisition of expert performance. *Psychological Review*, 100(3), 363

⁷ Intersegmental Committee of the Academic Senates of the California Community Colleges, the California State University, and the University of California, (2002) Academic literacy: A statement of competencies expected of students entering California's public colleges and universities. Sacramento, CA

⁸ Cervetti, G., Jaynes, C., & Hiebert, E. (2009). Increasing opportunities to acquire knowledge through reading. In *Reading more, reading better* (pp. 79-100). The Guilford Press.

⁹ California ELD Framework <https://www.cde.ca.gov/ci/rl/cf/documents/elaeldfwchapter2.pdf>

¹⁰ <https://cdn.americanprogress.org/wp-content/uploads/2015/10/06111518/CurriculumMatters-report.pdf>

¹¹ https://www.brookings.edu/wp-content/uploads/2016/06/0410_curriculum_chingos_whitehurst.pdf

Gertz-Merkin relies on both core instructional materials (digital or hard copy) and supplemental instructional materials (digital or hard copy). Below are lists of all current curriculum materials and resources utilized by the school for each grade level and subject. Programs that have specific tools to support English Learners are also indicated.

Middle School

Digital Content/Resources	Subject(s)					Grade Level		
	Math	English	Science	Social Studies	English Language Development	6	7	8
Achieve 3000		X	X	X	X	X	X	X
Spell City		X			X	X		
Xtra math	X					X	X	X
Brain Pop	X	X	X	X		X	X	X
Studies Weekly				X		X	X	X
Actively Learn		X	X	X	X	X	X	X
Illuminate	X	X	X		X	X	X	X
Wilson		X			X	X	X	X
CPM	X						X	X
Expeditionary Learning		X			X	X	X	X

High School

Digital Content/Resources	Subject(s)					Grade Level			
	Math	English	Science	Social Studies	English Language Development	9	10	11	12
Illuminate	X	X	X		X	X	X	X	X
Achieve 3000		X			X	X	X	X	X
Actively Learn		X							
Think Through Math	X					X	X	X	X
CPM	X					X	X	X	X
Duolingo					X	X	X	X	
HMH Collections Digital Platform		X				X	X	X	X
Shmoop		X	X	X			X	X	X
Quia			X	X				X	X

A target ratio of one laptop computer and/or iPad for every student ensures students adequate access to technology for effective use in student learning, common core and digital classroom instruction, data management, SBAC online state assessments and communication. Classroom teachers are also provided iPads or laptops and use consistent data systems for monitoring student performance, managing grades, and internal school and network communication with other schools.

Textbooks			
Subject	Grade(s)	Title	Publisher
History	6-8	History Alive	Teachers' Curriculum Institute (TCI)
History	6-8	DBQ project	DBQ project
World History	10	Patterns of Interaction	McDougal Littell
AP European History	10	Western Civilization since 1300	Cengage Learning
US History	11	American Pathways to the Present	Pearson
AP US History	11	America's History: For the AP Course	Bedford/St. Martin's
US Government	12	Government in America	Pearson
AP US Government	12	Government in America (AP Edition)	Pearson
AP Comparative Government	12	Essentials of Comparative Government with Cases	W.W. Norton and Company
AP Comparative Government	12	AP Comparative Government and Politics: An Essential Coursebook	Woodyard Publications
Economics	12	Principles of Economics	Southwestern College
Resource/SPED	6	Seeing Stars	LindaMood Bell
ELA	6-8	Expeditionary Learning	EL Education
ELA	9-12	HMH Collections	Houghton Mifflin
Elective	8	Exploring Theater	Glencoe
Math	7-11	Core Connections	CPM Educational Program
Physics	11	Active Physics	Activate Learning

As noted previously, the needs of the school are evaluated each year and core and supplemental curriculum materials and digital resources are adjusted accordingly.

Current Comprehensive Course List

The table below shows all current course offerings for all grades served by Gertz-Merkin Complex. Those with an asterisk indicate courses which meet A-G and graduation requirements.

Middle School

Subject Area	6 th Grade		7 th Grade		8 th Grade	
	1 st Semester	2 nd Semester	1 st Semester	2 nd Semester	1 st Semester	2 nd Semester
English/ Language Arts	Common Core English 6 A	Common Core English 6 B	Common Core English 7 A Common Core English Honors 7 A	Common Core English 7 B Common Core English Honors 7 B	Common Core English 8A Common Core English Honors 8A	Common Core English 8B Common Core English Honors 8B
English Language Development	ELD II A	ELD II B	ELD III A	ELD III B	ELD III A	ELD III B
Special Education Resource Lab	Resource Lab 6 A	Resource Lab 6B	Resource Lab 7 A	Resource Lab 7 B	Resource Lab 8 A	Resource Lab 8 B
Mathematics	Common Core Math 6 A	Common Core Math 6 B	Common Core Math 7 A	Common Core Math 7 B	Common Core Math 8 A	Common Core Math 8B

Subject Area	6 th Grade		7 th Grade		8 th Grade	
	1 st Semester	2 nd Semester	1 st Semester	2 nd Semester	1 st Semester	2 nd Semester
			Common Core Math Honors 7 A	Common Core Math Honors 7 B	Common Core Integrated Math 1 A	Common Core Integrated Math 1 B
Science	Integrated Science 6 A	Integrated Science 6 B	Integrated Science 7 A	Integrated Science 7 B	Integrated Science 8 A	Integrated Science 8 B
History/Social Science	World History: Ancient Civilizations 6 A	World History: Ancient Civilizations 6 B	World History: Medieval Times A	World History: Medieval Times B	United States History 8 A	United States History 8 B
Health/Physical Education	Physical Education 6 A	Physical Education 6 B	Physical Education 7 A	Physical Education 7 B	Physical Education 8 A	Physical Education 8 B
Electives & Other Courses	Common Core Middle School Success A Advisory 6 A	Common Core Middle School Success B Advisory 6 B	Art A Advisory 7 A	Art B Advisory 7 B	Film Studies Advisory 8 A	Drama Advisory 8 B

High School

Subject Area	9 th Grade		10 th Grade		11 th Grade		12 th Grade	
	1 st Semester	2 nd Semester	1 st Semester	2 nd Semester	1 st Semester	2 nd Semester	1 st Semester	2 nd Semester
English/ Language Arts (4 years required – 40 credits)	English 9/Pre-AP English A*	English 9/Pre-AP English B*	Common Core English 10 A*	Common Core English 10 B*	Common Core English 11 A* AP English Language and Composition A*	Common Core English 11 B* AP English Language and Composition B*	Common Core English 11 A* AP English Literature and Composition A*	Common Core English 11 B* AP English Literature and Composition B*
English Language Development	English Language Development t 1, 2, 3*, or 4 A*	English Language Development t 1, 2, 3*, or 4 B*	English Language Development t 1, 2, 3*, or 4 A*	English Language Development t 1, 2, 3*, or 4 B*	English Language Development t 1, 2, 3*, or 4 A*	English Language Development t 1, 2, 3*, or 4 B*	English Language Development t 1, 2, 3*, or 4 A*	English Language Development t 1, 2, 3*, or 4 B*
Special Education Resource Lab	Resource Lab A	Resource Lab B	Resource Lab 2 A	Resource Lab 2 B	Resource Lab 3 A	Resource Lab 3 B	Resource Lab 4 A	Resource Lab 4 B
Mathematics (3 years required – 30 credits)	CC Integrated Math 1 A*	CC Integrated Math 1 B*	CC Integrated Math 2 A*	CC Integrated Math 2 B*	CC Integrated Math 3 A*	CC Integrated Math 3 B*	Pre-Calculus A* AP Calculus AB A* AP Calculus BC *A Statistics A*	Pre-Calculus *B AP Calculus AB B* AP Calculus BC B* Statistics B*
History/Social Science (2 years required – 20 credits)	N/A	N/A	World History A* AP European History A*	World History B* AP European History B*	United States History A* AP United States History A*	United States History B* AP United States History B*	US Government * AP US Government *	Economics*

Subject Area	9 th Grade		10 th Grade		11 th Grade		12 th Grade	
	1 st Semester	2 nd Semester	1 st Semester	2 nd Semester	1 st Semester	2 nd Semester	1 st Semester	2 nd Semester
Laboratory Science (2 years required - 20 credits; 3 years recommended) <i>May not be offered online unless "wet lab" is offered</i>	Living Earth/Pre-AP Biology A*	Living Earth/Pre-AP Biology B*	Chemistry in the Earth Systems A*	Chemistry in the Earth Systems B*	Physics of the Universe A*	Physics of the Universe B*	STEM: Applied Science and Engineering A* AP Biology A* AP Physics A*	STEM: Applied Science and Engineering B* AP Biology B* AP Physics A*
Visual & Performing Arts (1 year required – 10 credits) <i>May not be offered online</i>	N/A	N/A	Art 1 A* or Drama 1 A*	Art 1 B* or Drama 1 A*	Art 1 A* or Drama 1 A*	Art 1 B* or Drama 1 A*	AP Studio Art A* Play Production A*	AP Studio Art B* Play Production B*
Health/Physical Education <i>PE offered/not required</i>	Advanced Physical Education 1 A	Advanced Physical Education 1 B	N/A	N/A	N/A	N/A	Advanced Physical Education 2 A	Advanced Physical Education 2 B
Language Other Than English (2 years required – 20 credits)	Spanish 1 Native A* Spanish 1 Non-Native A*	Spanish 1 Native B* Spanish 1 Non-Native B*	Spanish 2 Native A* Spanish 2 Non-Native A*	Spanish 2 Native B* Spanish 2 Non-Native B*	Spanish 3 Native A* Spanish 3 Non-Native A*	Spanish 3 Native B* Spanish 3 Non-Native B*	Spanish Literature Honors A* AP Spanish Language A* AP Spanish Literature A*	Spanish Literature Honors B* AP Spanish Language B* AP Spanish Literature B*
Electives & Other Courses/ Areas of Study Required for Graduation/A-G Requirements (1 year Academic Electives required – 10 credits; two semesters @ 5 credits each) <i>Can include an extra year of science, foreign language, mathematics, social science, visual/performing arts</i>	Advisory 9A CC Reading A* CC Integrated Math Support 1 A	Advisory 9B CC Reading B* CC Integrated Math Support 1 B	Advisory 10A AP Seminar A* CC Integrated Math Support 2 A	Advisory 10B AP Seminar B* CC Integrated Math Support 2 B	Advisory 11A AP Research A* AP Computer Science Principles A*	Advisory 11B AP Research B* AP Computer Science Principles B*	Advisory 12A CC Intro to Journalism A* Leadership A* Peer Mediation A AP Comparative Government A*	Advisory 12B CC Intro to Journalism B* Leadership B* Peer Mediation B AP Comparative Government B*

*Denotes courses that meet A-G and graduation requirements

Upon enrollment, all students are given a series of diagnostic survey assessments. These indicate student needs in mathematics, language arts, and the student's English Language status. Results of initial diagnostic testing for entering students determine student placement in math and determine students' need for intervention supports. All students have access to the grade level core curriculum, and alternative curriculum when designated in a student's Individualized Education Plan (IEP). Students at risk participate in an extended learning program (i.e. Saturday school or afterschool intervention) to provide more time for learning and to accelerate their progress. All students are eligible to take all classes, including Advanced Placement (in grades 9-12). Students who show a continued lack of progress are served as

detailed under *Elementary and Secondary Schools Act (ESSA)* and/or the *Meeting the Needs of All Students* section below, depending on individual student needs.

Innovative Curricular Components of the Educational Program

In addition to the description provided in the section “Integrated and Instructional Technology”, we provide the following innovative components:

Personalized Learning Environment

Students learn best in small learning communities where their education is personalized. Through our small school environment, relationships between school adults and students are sustained over time and student learning is personalized so that each student’s individual needs are recognized and met. Teachers work in grade level teams and share data and responsibility for the grade level group of students. Longer instructional blocks of time allow teachers time to focus on students as individual learners.

Increased Time for Learning

All students have sufficient time in school to learn successfully. Instructional time surpasses the current minimum requirement for instructional minutes as set forth in the California Education Code 46201(a) (4) (instructional minutes are included in the “Instructional Days and Minutes Calendar” later in this section). As part of the core program, increased instructional time for all students also includes time for intervention and/or enrichment to meet individual student learning needs. In addition, students have access to technology that will allow teachers to extend learning opportunities and maximize in-class learning opportunities. Research demonstrates how increased learning time can lead to higher achievement.

College Readiness for All

The question at Gertz-Merkin is not “are you going to college?” but rather “which college are you going to attend?”. While a few students may have plans to pursue other post-secondary options such as vocational school or military service, the Complex maintains a strong college-going culture, which is implemented through advisory groups, a College Center, hallway and classroom information and decor, a parent engagement program, and school-wide activities which include:

- Providing college information materials and a college-going culture by naming each Advisory class after the teacher of record’s university or a selected university of the Advisory’s choice, providing field trips to colleges and universities in the area. Pennants from local and national colleges and universities are displayed throughout the campus as well as classroom welcome signs that state where the teacher went to college and their degrees earned. In each classroom, posters of universities and information about college coursework and entrance requirements can be found.
- Programs regarding career and college information presented to students, parents, and community members in workshops and through academic counselors and/or parent engagement specialists in individual and group student settings. Alliance parent and student workshop topics include: college and university options, required college-entrance courses, financial aid opportunities, college majors linked to careers, visits from college representatives and student field trips to colleges, college entrance tests and ongoing access to information regarding college outreach programs. Translation is available for parents with limited English.
- The college resources section of the school’s website is updated regularly and college, financial aid, and scholarship information is shared frequently via email and our Naviance communication system.

- College-readiness and awareness as a priority focus in teacher-led advisory groups for all students with the support of counselors serving as a resource to classroom teachers and principals.
- Advisory curriculum with direct development of study skills to prepare our students to be independent learners through the use of study skills materials and through a visiting college student program and alumni panels that provide an opportunity for students to learn from students in the community who have successfully entered and graduated from college programs.
- Trips to local universities and college fairs are coordinated to provide students and their parents an opportunity to become familiar with college campuses and their programs.
- Annual on-campus college fairs that ask students from advisory cohorts to research and present on different components of a college or university and provides an opportunity for student to college outreach.

Instructional Methods and Strategies

Students learn best when there are rigorous standards based curriculum where students lead the cognitive thinking of challenging content that builds strong learning habits and life skills; when students enthusiastically read, write, analyze, discuss, research, experiment and solve challenging problems; when students participate in robust scholar to scholar academic discussions that deepen their understanding of challenging content; when students employ a variety of tools and strategies, including technology, to accelerate their learning, build skills and obtain feedback on their performance.

Instructional methods and strategies include, but are not limited to, students engage in close reading of complex texts across a variety of genres, apply mathematical concepts to real world problems, and conduct laboratory experiments that deepen their understanding of a scientific phenomenon. All academic experiences build the skills and knowledge students need to be successful in college and beyond.

Implementation of Common Core

Gertz-Merkin has fully implemented Common Core State Standards, using CCSS-aligned curriculum. Next Generation Science Standards are being implemented in science and the Social Studies/History, Science & Technical Studies Common Core literacy standards are integrated into science and history/social science courses. In addition, the ELD standards are integrated throughout all content area instruction. The instructional methodologies, curriculum, and instructional materials have been chosen as they align with the CCSS and are designed to ensure student mastery of the standards.

Gertz-Merkin is focused on deepening teachers' understanding of the expectations of CCSS and NGSS through ongoing professional support in instructional planning, interim data analysis and feedback on instructional practice. New teachers to Gertz-Merkin also receive professional development on the CCSS and NGSS standards and instructional shifts as part of their onboarding.

Integrated and Instructional Technology

To be successful, productive citizens in a 21st century economy, students must attain technology literacy and fluency.

We define technology literacy as the ability to responsibly, creatively and effectively use appropriate technology to: communicate; access, collect, manage, integrate and evaluate information; solve problems and create solutions; build and share knowledge; and improve and enhance learning in all subject areas and experiences. Technology Fluency is demonstrated when students: apply technology to real-world experiences; adapt to changing technologies; modify current and create new technologies; and personalize technology to meet personal needs, interests and learning style.

To reach these goals, students have access to one tablet and/or laptop (all SBAC-ready) to ensure adequate access to technology for effective use in student learning. Students use technology regularly to access research online, develop standards-based multimedia projects and presentations, and access instructional materials and assignments. Students also access instructional technology to receive personalized support that best meets their individual learning needs.¹² Alliance interim assessments are also designed to help prepare students to take SBAC online assessments.

All classroom teachers are provided a computing device and use Alliance-wide data systems for managing grades, student performance data, and internal school and network communication with other schools

Alliance Gertz-Merkin Complex - High School Graduation Requirements

Alliance high school graduation requirements are in alignment with the University of California (UC) and California State University (CSU) “A-G” minimum undergraduate admission requirements (see table below). Our high school program and course schedule is designed to enable all students to meet graduation requirements, “A-G” minimum undergraduate admission requirements, and the CDE’s College/Career Indicator within four years.

UC and CSU A-G Requirements	
Subject	Requirements
(a) History-Social Science	1 year of U.S. History 1 year of World History
(b) English Language Arts	4 years of college preparatory English
(c) Mathematics	3 years of college preparatory Mathematics (Integrated Math 1, Integrated Math 2, Integrated Math 3, Pre-Calculus, Calculus or Statistics).
(d) Laboratory Science	2 years of Laboratory Science in two of the three of the following: biology, physics or chemistry

¹² US Department of Education, Evaluation of Evidence-Based Practices in Online Learning, 2010

UC and CSU A-G Requirements	
Subject	Requirements
(e) Language other than English	2 years of the same language other than English
(f) Visual and Performing Arts	1 year chosen from dance, music, theater or the visual arts
(g) College Preparatory Elective	1 year of additional academic electives (e.g., third year of science or foreign language, fourth year of math, social science, advanced visual or performing arts)

Alliance Graduation Requirements:

- Total Unit/Credit requirements for graduation: 230.
 - In total, a student will take at least 160 A-G approved credits.
 - Course requirements for graduation: Pass ALL required courses with a grade of C or higher (basic proficiency).
- Passage of the UC and CSU A-G requirements as noted above.
- In addition to the required A-G history/social science course sequence, all students must complete 1 semester course in American Government & Civics, and 1 semester course in Economics. Alliance high schools have determined that these courses must also be A-G approved.
- Starting with the class of 2012, UC's undergraduate admissions requirements mandate students complete 11 out of 15 A-G courses by the end of the 11th grade.

Our mission is that all high school students will pass all A-G and elective courses with a grade of C or better to graduate in 4 years with a minimum of 230 credits. To best serve students who are not on track to meet these goals, the following supports are provided:

- Online Credit Recovery which is offered after school and in summer session.
- Tutoring After School or Saturdays

These supports are provided for all students in need including all subgroups and students transferring in to the school. Students that transfer into the school after the start of freshman year work closely with their counselor to ensure that any needed classes are made up either in their regular schedule, after school, or in summer session. Individual graduation checks are done with each student at least once a semester.

Students who are still unsuccessful in meeting the Alliance 230 credit "A-G" high school graduation requirement by the end of the summer following their 4th year, are welcomed to attend a 5th year to complete their requirements for graduation.

In addition to our instructional program fully meeting the A-G high school graduation requirements, the program provides students with the instructional opportunities necessary to meet the California Department of Education's College and Career indicator at the prepared level. English and Mathematics courses in 9th, 10th and 11th grades are tightly aligned to the Common Core Standards and our interim assessment system is built in alignment to the Smarter Balanced assessment blueprint and item specifications. Our interims provide data throughout the year on students' mastery of the Common Core Standards so we can carefully monitor and adjust instruction to ensure students meet the expectations of Smarter Balanced in 11th grade.

Finally, Gertz-Merkin strives to prepare students to take and pass Advanced Placement courses during their high school careers in preparation for college. These courses are available to any students interested in taking a course, regardless of prior enrollment in honors or other AP courses. All AP teachers have been certified to teach the course and develop the curricula that meets the needs of their students. In addition, during spring semester, AP teachers organize AP boot camps for students outside of regular school hours. The boot camps allow for longer periods of time for students to take full practice exams as well as focus in on their specific areas of need in preparation for the tests. Advanced Placement courses and exams are available for students in Spanish Language, English Language and Literature, Calculus and Statistics, Physics and Environmental Science, US History, World History, US Government, Psychology and soon Human Geography beginning in 9th grade. Students have access to AP courses as early as 10th grade.

Western Association of Schools and Colleges (WASC) Accreditation

Gertz-Merkin received a six-year accreditation through June 2020 from the Western Association of Schools and Colleges in 2014. The school will complete a new self-study cycle during the 2019-20 academic year.

Gertz-Merkin oversees the WASC process and UC course approval process, with support from the Alliance Home Office.

Transferability of Courses

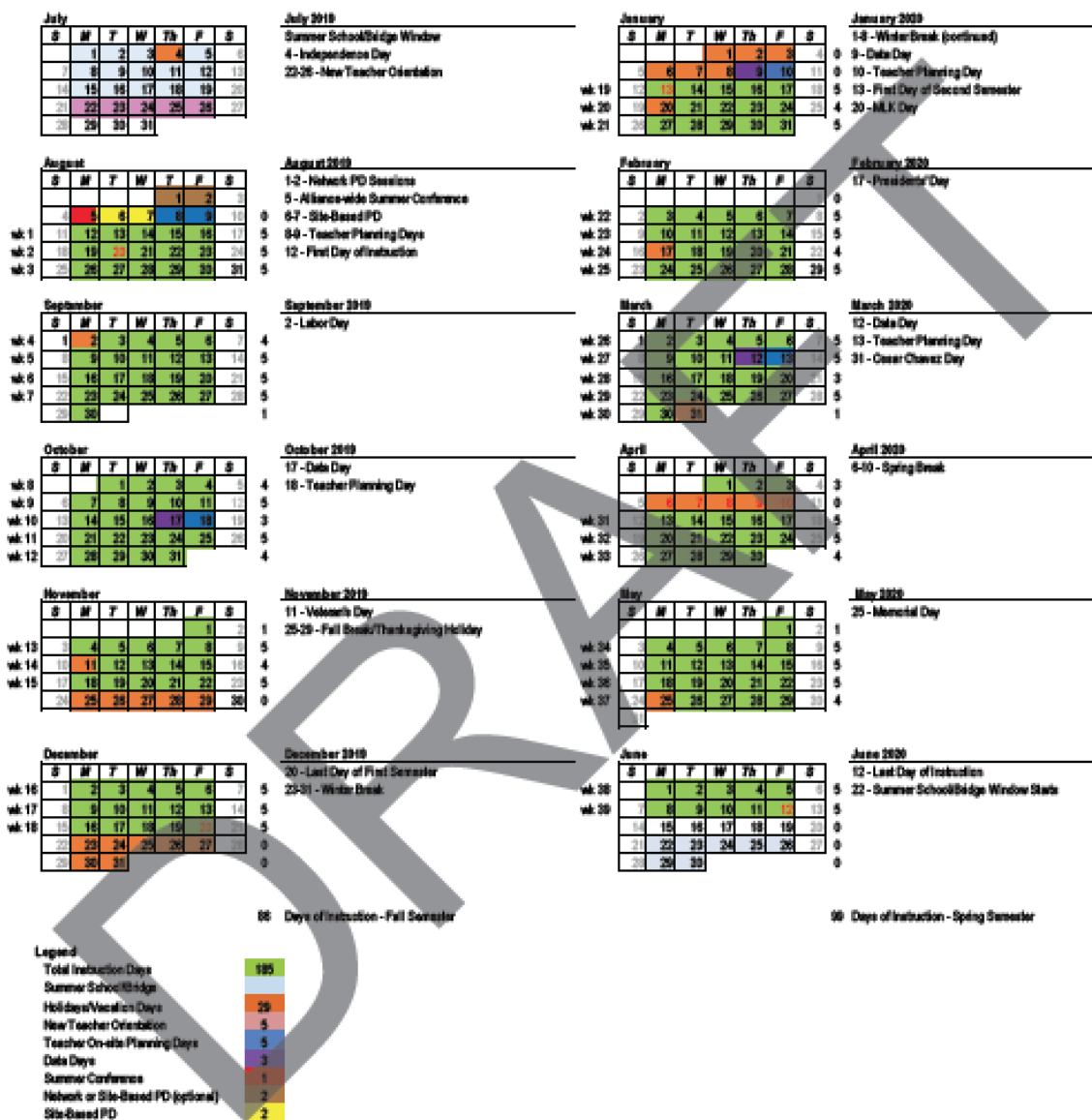
All A-G courses are transferable to other public schools, and meet the rigorous requirements for admission to both the UC and state university systems. Parents receive notification of course transferability in student recruitment and student enrollment materials, which are available in both English and Spanish. Gertz-Merkin college counselors also work closely with students and families to ensure that they are well aware of requirements and where each child stands in relation to those requirements. This is done at least once a semester with students and at least once a semester with students and parents combined if a student is not currently on track to graduate.

Academic Calendar

The calendar below is a draft of the 2019-20 academic calendar. The calendar provided here will be revised based on input from various stakeholder groups and subject to Board approval.



School Calendar 2019-20



Bell Schedules

The following bell schedules will be in place for the 2019-20 school year.

2019-20 Regular Day (Grades 6-8)

Mondays/Thursdays (Odd Periods) Tuesdays/Fridays (Even Periods)	Start and End Times	Instructional Minutes
Period 1 or 2	7:45-9:42	117
Nutrition	9:42-10:02	
Period 3 or 4	10:07-12:04	117
Lunch	12:04-12:34	
Advisory	12:39-1:13	34
Period 5 or 6	1:18-3:18	120

2019-20 Early Dismissal Day (Grades 6-8)

Wednesdays	Start and End Times	Instructional Minutes
Period 1	7:45-8:35	50
Period 2	8:38-9:28	50
Nutrition	9:28-9:35	
Period 3	9:38-10:28	50
Period 4	10:31-11:20	49
Lunch	11:20-11:50	
Period 5	11:53-12:43	50
Period 6	12:46-1:36	50

2019-20 Regular Day (Grades 9-12)

Mondays/Thursdays (Odd Periods) Tuesdays/Fridays (Even Periods)	Start and End Times	Instructional Minutes
Monday/Thursday (Odd Periods)		
Advisory	7:45-8:25	40
Period 5/1	8:30-10:30	120
Nutrition	10:30-10:50	
Period 3	10:55-12:55	120
Lunch	12:55-1:25	
Period 1/5	1:30-3:30	120
Tuesday/Thursday (Even Periods)		
Advisory	7:45-8:25	40
Period 6/2	8:30-10:30	120
Nutrition	10:30-10:50	
Period 4	10:55-12:55	120
Lunch	12:55-1:25	
Period 2/6	1:30-3:30	120

2019-20 Early Dismissal Day (Grades 9-12)

Wednesdays	Start and End Times	Instructional Minutes
Period 1	7:45-8:35	50
Period 2	8:38-9:28	50
Period 3	9:31-10:21	50
Brunch	10:21-10:51	
Period 4	10:54-11:44	50
Period 5	11:47-12:37	50
Period 6	12:40-1:30	50

Sample Daily Student Course Schedules

6 periods per week: Monday/Thursday (odd periods); Tuesday/Friday (even periods);
Wednesday/early dismissal/minimum day (all periods)

Middle School
6th Grade

Advisory	Advisory
Period 1 / 2	Common Core (CC) ELA 6 / CC Math 6 / Integrated Science 6 / World History: Ancient Civilizations / Middle School Success / Resource Lab 6 / ELD II
Period 3 / 4	P.E. / CC ELA 6 / CC Math 6 / Integrated Science 6 / World History: Ancient Civilizations / Middle School Success / ELD II
Period 5 / 6	CC ELA 6 / CC Math 6 / Integrated Science 6 / World History: Ancient Civilizations / Middle School Success / ELD II

7th Grade

Advisory	Advisory
Period 1 / 2	Art / P.E. / World History: Medieval Times / Integrated Science 7 / CC ELA 7 / CC Math 7 / Resource Lab 7
Period 3 / 4	Art / World History: Medieval Times / Integrated Science 7 / CC ELA 7 / CC Math 7
Period 5 / 6	Art / P.E. / World History: Medieval Times / Integrated Science 7 / CC ELA 7 / CC Math 7 / Resource Lab 7 / ELD III

8th Grade

Advisory	Advisory
Period 1 / 2	Integrated Science 8 / Film Studies and Drama / CC ELA 8 / P.E. / U.S. History / CC Math 8 / Resource Lab 8 / PE
Period 3 / 4	Integrated Science 8 / Film Studies and Drama / CC ELA 8 / P.E. / U.S. History / CC Math 8 / Resource Lab 8
Period 5 / 6	Integrated Science 8 / Film Studies and Drama / CC ELA 8 / P.E. / U.S. History / CC Math 8 / PE / ELD III

High School
9th Grade

Advisory	Advisory 9
Period 1 / 2	Spanish Native Speakers 1/ Spanish Non-Native Speakers 1/ College Ready Seminar/ Pre-AP Biology/ Common Core (CC) Integrated Math 1/ Integrated Math 1 Support/ Pre-AP English/ CC Reading Support/ Advanced PE 1 / ELD
Period 3 / 4	Resource Lab/ English Language Development/ Spanish Native Speakers 1/ Spanish Native Speakers 1/ College Ready Seminar/ Pre-AP Biology/ CC Integrated Math 1/ Integrated Math 1 Support/ Pre-AP English/ CC Reading Support/ Advanced PE 1
Period 5 / 6	Spanish Native Speakers 1/ Spanish Native Speakers 1/ College Ready Seminar/ Pre-AP Biology/ CC Integrated Math 1/ Integrated Math 1 Support/ Pre-AP English/ CC Reading Support/ Advanced PE 1

10th Grade

Advisory	Advisory 10
Period 1 / 2	AP Seminar/ Chemistry in the Earth Systems/ Spanish Native Speakers 2/ Spanish Non-Native Speakers 2/ CC Integrated Math 2/ Art 1/ Drama/ World History/ AP European History/ Common Core English 10 / ELD
Period 3 / 4	English Language Development/ Chemistry in the Earth Systems/ Spanish Native Speakers 2/ Spanish Non-Native Speakers 2/ CC Integrated Math 2/ Art 1/ Drama/ World History/ AP European History/ Common Core English 10
Period 5 / 6	AP Seminar/ Resource Lab/ Chemistry in the Earth Systems/ Spanish Native Speakers 2/ Spanish Non-Native Speakers 2/ CC Integrated Math 2/ Integrated Math 2 Support/ Art 1/ Drama/ World History/ AP European History/ Common Core English 10

11th Grade

Advisory	Advisory 11
Period 1 / 2	Physics of the Universe/ AP United States History/ US History/ Spanish Native Speakers 3/ Spanish Non-Native Speakers 3/ AP Spanish Language/ Art 1/ Drama/ CC Integrated Math 3/ Pre-Calculus/ CC English 11/ AP English Language and Composition / ELD
Period 3 / 4	English Language Development/ AP Research/ Physics of the Universe/ AP United States History/ US History/ Spanish Native Speakers 3/ Spanish Non-Native Speakers 3/ AP Spanish Language/ Art 1/ Drama/ CC Integrated Math 3/ Pre-Calculus/ CC English 11/ AP English Language and Composition
Period 5 / 6	AP Biology/ AP Studio Art/ AP Computer Science Principles/ Resource Lab/ Physics of the Universe/ AP United States History/ US History/ Spanish Native Speakers 3/ Spanish Non-Native Speakers 3/ AP Spanish Language/ Art 1/ Drama/ CC Integrated Math 3/ Pre-Calculus/ CC English 11/ AP English Language and Composition

12th Grade

Advisory	Advisory 12
Period 1 / 2	AP Computer Science Principles/ AP Physics/ STEM/ AP Calculus AB/ AP Calculus BC/ Statistics/ AP Spanish Language/ AP Spanish Literature/ Spanish Literature Honors/ AP English Lit. and Composition/ CC English 12/ Journalism/ Art / Leadership/ US Government/ Economics/ AP Comparative Government / ELD
Period 3 / 4	English Language Development/ AP US Government/ Economics/ AP Computer Science Principles/ AP Physics/ STEM/ Statistics/ AP Spanish Language/ Spanish Literature Honors/ AP English Lit. and Composition/ CC English 12/ Art / Play Production
Period 5 / 6	AP Studio Art/ Resource Lab/ AP Biology/ STEM/ Statistics/ AP Spanish Language/ AP English Lit. and Composition/ CC English 12/ Journalism/ Art / Leadership/ US Government/ Economics

Instructional Days and Minutes Calculator

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	No									0	36000	0	-36000
1	No									0	50400	0	-50400
2	No									0	50400	0	-50400
3	No									0	50400	0	-50400
4	No									0	54000	0	-54000
5	No									0	54000	0	-54000
6	Yes	146	388	39	299					185	54000	68309	14309
7	Yes	146	388	39	299					185	54000	68309	14309
8	Yes	146	388	39	299					185	54000	68309	14309
9	Yes	146	400	39	300					185	64800	70100	5300
10	Yes	146	400	39	300					185	64800	70100	5300
11	Yes	146	400	39	300					185	64800	70100	5300
12	Yes	146	400	39	300					185	64800	70100	5300

Professional Development

Teacher Recruitment

Students learn best with teachers who are knowledgeable of their subject field and are well trained to deliver rigorous instruction and attend to the diverse needs of each student as an individual. Gertz-Merkin, led by the principals, recruits highly qualified new and experienced credentialed teachers who demonstrate satisfactory progress toward full certification, fully meet the ESSA criteria as highly qualified teachers, and are committed to the school's key program elements and beliefs. Recruitment of qualified candidates begins in December and is conducted via exposure at recruitment events at targeted colleges and universities with strong programs in the areas of focus; partnerships with university and non-university teacher pipeline programs; use of relevant online tools such as EdJoin and social media; and referrals from current staff within the school/Alliance. Applicants are carefully assessed through a rigorous selection process conducted by both the Alliance Recruitment, Selection, and Pipelines Team and school administrators. Once selected, teachers participate in professional development before the opening of school and throughout the school year.

Ongoing Professional Development

During school level professional development, teachers are supported by their principal and the school's instructional leadership team to develop their practice. Professional development agendas include content-based sessions, site-based sessions, and a variety of instructional workshops designed to address needs evidenced by data.

In addition, Alliance-wide PD events and supplementary trainings provide targeted supports in a variety of ways. Below is a sample of current professional development opportunities available to teachers. These opportunities are subject to change as, in order to be most effective, professional development must be adaptable to address the needs of teachers and students.

Alliance-wide Summer Conference – Held prior to the start of the school year, this annual conference is made up of general, site based and content-alike sessions that are organized by Alliance and school instructional leaders and include all teachers. Teachers select sessions that best align to their content area and professional interests. Topics may include:

- Data-driven instruction
- Workshops focused on the Alliance Commitments for Exceptional Teaching (Spark, Challenge, Scholar to Scholar, Personalize)
- Sharing research, resources and best practices
- Effective strategies to meet individual student needs

Alliance-wide Data & Planning Days – Held immediately following each interim assessment, these days offer an opportunity teachers and leaders to deeply analyze interim data and plan for future instruction. . Data days are held network-wide and/or at school-sites with network support. During Data Days, teachers and leaders:

- Understand the expectations of the interim assessment (e.g. standards, texts, problems)
- Analyze student performance and student work
- Create an action plan to address student performance data
- Adjust future unit and lesson plans to better meet the needs of students

Ongoing School Site PD Sessions – – Regular, targeted and relevant professional development is led by the school principal and site-based instructional leadership team on the designated Professional Development Early Dismissal Day. The draft professional development calendar for the 2019-20 school year follows and serves as a sample of topics to be covered:

Professional Development Calendar 2019-20

FALL SEMESTER	
Month	Topics
August	<ul style="list-style-type: none"> • Grade Level Time • Analyzing student data (CAASPP, EL, SWD) • Instructional Foci strategies
September	<ul style="list-style-type: none"> • Grade Level Time • GROW best practices • 5-week Conference preparation • Supporting SWDs and ELs
October	<ul style="list-style-type: none"> • Interim 1 Scoring and Analysis • GROW best practices • Grade Level Time • 10-week Conference preparation
November	<ul style="list-style-type: none"> • Grade Level Time • 15-week Conference preparation
December	<ul style="list-style-type: none"> • Reflection on Semester 1
SPRING SEMESTER	
Month	Topics
January	<ul style="list-style-type: none"> • Interim 2 Scoring and Analysis • Grade Level Time • Instructional Foci strategies
February	<ul style="list-style-type: none"> • Grade Level Time • GROW best practices • 5-week Conference preparation • Supporting SWDs and ELs
March	<ul style="list-style-type: none"> • Interim 3 Scoring and Analysis • GROW best practices • Grade Level Time • 10-week Conference preparation
April	<ul style="list-style-type: none"> • Department Data Meetings • Planning for Upcoming School Year
May	<ul style="list-style-type: none"> • Grade Level Time • 15-week Conference preparation
June	<ul style="list-style-type: none"> • Reflection on Semester 2

Supplementary Alliance-wide PD – Held throughout the year, the Alliance Academic Team provides targeted professional development to teachers that support their ongoing development. PD sessions target specific content-areas or subset of teachers such as:

- Special Education Coordinators and teachers
- ELD teachers
- New teachers
- Teacher leaders

Meeting the Needs of All Students

English Learners

State and federal regulations require that if the student's Home Language Survey indicates a language other than English is used at home, the student's English language proficiency level must be assessed. Students will be assessed within 30 calendar days of the beginning of the school year, or within 30 days of enrollment if the student enrolls later in the school year. State and federal guidelines require each English learner to be assessed annually to determine their progress in acquiring English language proficiency. This assessment is given within a test window prescribed by California Education Code. Alliance Gertz-Ressler / Richard Merkin ensures that each English Learner is assessed annually within the prescribed timeline. The Complex meets all requirements of federal and state law relative to equal access to the curriculum for those who are English learners. The Complex has adopted and implemented the Alliance College-Ready Public Schools English Learner Master Plan. The goal is to provide high quality instructional programs and services for English learners that allow them to achieve the same challenging grade level and graduation standards, in the same proportions, as native-English speaking students and to gain proficiency in the English Language.

The English Language Development (ELD) component of the program supports ELs through:

- A teaching staff qualified in second language pedagogy
- Implementation of Integrated and Designated ELD
- Use of Integrated ELD strategies, including, but not limited to frontloading vocabulary, customizing graphic organizers for various writing tasks, modeling, chunked reading, visual aids, collaborative learning experiences mini-lessons (10-15 min), guided and independent practice which is product-driven (i.e. Exit and Do Nows, etc.), pre-reading and pre-writing strategies, text annotation, use of text-based evidence questions, options for assessments, and multiple methods to check for understanding.
- An optional after-school and summer school program with a strong language literacy focus determined by the individual assessed needs of each student.
- When possible, additional bilingual teacher's aides in the classroom to assist ELs at ELD levels 1 and 2 in core area content classes.

English Language Development

English Language Development addresses all four domains of language: speaking, listening, reading and writing – but the emphasis is on speaking and listening. The intent of ELD is to accelerate English language learning in strategic ways by developing skills in these four domains with robust and contextualized instruction. This includes many opportunities for students to engage in meaningful language practices at an appropriate level of challenge and complexity based on their CELDT/ELPAC skills and overall level. Effective ELD improves access to reading/language arts and all core subjects by explicitly focusing on the language demands of the core.

Designated ELD

Designated ELD is core instruction for ELs. The intent of ELD is for teachers to explicitly and intentionally teach English in order to develop a strong English language foundation in both social and academic settings aligned to the ELD levels of students.

ELD instruction includes interactive activities that are carefully planned and implemented. ELD instruction focuses on all components of the English language not likely to be acquired adequately or efficiently in other instructional or social settings and in daily school, family and community interactions.

ELD instruction is research- and standards-based, aligned to the CA ELD standards. It is systematically planned and structured via a scope and sequence of language progressions and is planned and delivered targeting specific language objectives.

ELD instruction at the school explicitly teaches elements and features of the English language such as vocabulary, syntax, grammar, discourse, functions, and conventions, as well as the comprehension and production of discipline-specific academic language (e.g. math, science, social studies) based on student ELD skills and needs. We endorse the following guidelines for effective ELD instruction provided by Saunders and Goldenberg (in CDE, 2010, pp.27-28):

- A separate block of time is devoted to daily ELD instruction.
- ELD instruction emphasizes listening and speaking although it can incorporate reading and writing.
- ELD instruction explicitly teaches elements of English (e.g., vocabulary, syntax, grammar, function and conventions).
- ELD instruction is planned and delivered with specific language objectives for each lesson.
- ELD instruction integrates meaning and communication to support explicit teaching of language.
- ELD instruction includes carefully planned interactive activities among students.
- ELD instruction provides students with corrective feedback on form.
- ELD teachers attend to communication and language-learning strategies during instruction.
- ELD instruction emphasizes academic language as well as conversational language.
- ELD instruction continues until students meet reclassification criteria.
- ELs are carefully grouped by language proficiency for ELD instruction; they are mixed classrooms, not segregated by language proficiency at other times of the school day.

English Language Development Courses & Materials

The following curriculum and materials are used for the current ELD course offerings.

ELD Level(s)	ELD Curriculum/Materials
1-2	English 3D / Wilson Reading Curricula
3-4	English 3D

Integrated ELD

All teachers who provide content instruction in English at any grade level use integrated ELD methodology to provide access to core content areas for English learners, taking into account their level of language proficiency and the language demands of the lessons. In addition, teachers consider the language needed to construct meaning and demonstrate acquisition of a concept/skill. For students who are at ELD levels 1-3, the teacher must incorporate the use of additional research-based strategies, techniques and material that ensure comprehensibility, including primary language support as appropriate.

The primary purpose of integrated ELD is teaching skills and knowledge in the content areas, more specifically content identified in standards for English/Language Arts, math, science, social studies, physical education, and the arts.

Integrated ELD promotes language development, particularly what is called “academic language”, or the language of the discipline. ELs are provided with access to well-articulated, standards-based core curriculum via many different scaffolding techniques and strategies.

The key features of the school’s integrated ELD includes:

- Grade-level appropriate content standards in each content area
- Emphasis on the key or essential standards
- Alternate assessments that allow students to demonstrate content mastery with minimal construct-irrelevant language interference (i.e. the language of the assessment minimizes interference with student’s ability to demonstrate knowledge of the subject)
- Significant scaffolding of content
- Emphasis on language objectives in addition to content objectives
- Alternative materials that may present the content with a more accessible reading level and/or more visual supports
- Extensive student engagement strategies that allow students to practice using the language of the discipline in meaningful ways

Interventions

All ELs are monitored regularly to ensure adequate progress toward acquiring English proficiency and mastery of grade level academic content. It is important to examine the achievement of the student’s “true peers” (similar language proficiencies, culture and experiential background) to determine if they are progressing or not. If several “true peers” are struggling, this is an indication that the core instruction is less than optimal for that entire group of students. When the progress of a particular student is substantially slower than the students “true peers”, the student requires intervention to accelerate learning. This intervention is in addition to the time allowed for core instruction.

In all interventions, the curriculum addresses the student’s specific learning needs and progress is carefully monitored and reported. All interventions have the following in common:

- Initial meeting with LAT to discuss teacher concerns about the student’s progress.
- In depth assessment to determine specific area(s) of need and instruction that targets those needs.
- Entry and exit criteria for participation in the intervention.
- Frequent (weekly) progress monitoring to ensure the effectiveness of the intervention.
- Systematic and explicit instruction with modeling, multiple examples and feedback.
- Option of receiving different curriculum from the core program with increased time and intensity of instruction.

Gertz-Merkin works to recruit teachers who have a credential as well as state authorization to teach EL’s such as BCLAD, CLAD, SB1969, and who not only have training in second language pedagogy but also have experience teaching English Learners and designated and integrated ELD. All teachers are trained in appropriate methods for teaching ELs at various levels of proficiency. These methods include using bilingual teacher aides, preview and review strategies, and after school tutoring programs that are coordinated with the regular curriculum and designed for ELs.

- Integrated ELD – Integrated ELD provides meaningful instruction in content areas (social studies, math, science) for transitioning English Learners towards higher

academic achievement while they are working towards English fluency. The teacher provides varied methods of instruction that allow students to create meaning of multifaceted content in classroom discussion, activities, reading and writing, causing teachers to build upon their abilities to take on the linguistically diverse classroom.

- Preview/Review – A preview of a lesson (including key vocabulary) is given in a student's L1.
- Teachers present vocabulary prior to presenting core content
- Digital Content – Allows individual students to develop auditory and verbal skills at their own pace using headphones and computing devices.

Gertz-Merkin administers the California English Language Development Test (CELDT)/English Language Proficiency Assessment for California (ELPAC) to all new students whose home language is other than English on their Home Language Survey and to all English Learners annually to determine each student's individual proficiency level and to assess student progress in acquiring English Proficiency according to the CA ELD standards. The CELDT/ELPAC results are used to properly place English learners in an appropriate English Language Development course. The overall score and domain specific scores are analyzed to determine instructional needs to support and accelerate progress toward learning English.

The 2017-18 reclassification was based on the final administration of the CELDT as the State of California phased out the assessment and transitioned to the ELPAC. Per the California Department of Education 2017-18 Reclassification Guidance, students who scored level 4 or higher overall on the CELDT and scored at least a 3 in each of the four skill areas of the CELDT were reviewed for reclassification. In addition to the CELDT criterion, students must have scored Basic or above on the Lexile level assessment or nearly met, met or exceeded grade level standards on CAASPP ELA or close to (as defined by specific cut points in the Gertz-Merkin EL Master Plan). The Teacher Evaluation measure includes, but is not limited to student performance on: standards-based ELA assessments or standards-based ELA interim assessments report card grades (C or better)/progress report marks in equivalent ELA courses, and authentic student work samples, especially writing samples. The final criterion for reclassification is parent consultation.

The reclassification criteria below will be updated to reflect ELPAC as the new California English Language Proficiency Assessment for California. Alliance's EL Master Plan will be updated to reflect updated criteria once the state reclassification criteria for ELPAC is released.

1. Student performance level(s) on the California English Language Proficiency Assessment for California (ELPAC) meet state criteria for reclassification
2. Student scores at Basic or Above on the Lexile level assessment or nearly met, met or exceeded grade level standards on CAASPP ELA
3. Teacher Evaluation
4. Parent consultation

As the state provides additional guidance on the ELPAC data and how it will impact English Learner progress monitoring, the English Learner Master Plan will be updated to reflect student progress and performance on the ELPAC.

The Alliance Data team provides each school with a list of students eligible for reclassification when new data points are available.

Non-standard English Speakers - Recognizing that many students at Gertz-Merkin may not be Standard English speakers, many of the same guidelines and programs listed above are followed for them so as to ease their transition into Standard English. The school's objectives are to have all students achieve proficient/advance performance in oral and written English Language Arts. Gertz-Merkin school leaders, the EL Coordinator, and teachers monitor each student's performance. Specific strategies include modeling standard English; building student communication skills through structured classroom participation in oral language presentations for project-based learning culminations; training teachers in recognizing non-standard English language interference with learning; establishing a culture of appreciation for home language usage and culture; and recognition of the importance of standard English usage in the world of work and education.

Annually the Alliance Data team provides data reports and analysis of the Complex's EL progress including improvement in English proficiency level, progress in English language arts and Alliance assessment data disaggregated by subgroups. Progress of Long-term English Learners is also monitored and support begins with identifying and tracking them as a subgroup. The progress of LTELs and for students At-Risk of becoming LTEL is monitored through the Language Appraisal Team. At least once per semester, the school's Language Appraisal Team (LAT) meets to review the performance and progress, program placement, test results and goals for meeting the reclassification criteria of LTELs and for students At-Risk of becoming LTEL to determine the effectiveness of the supports for the students.

School and classroom-level identification and analysis of current levels of performance, strengths, and needs in addition to the specific obstacles for each individual student to meet reclassification is also evaluated. Assigning all ELs, including LTELs, to a team (counselor, Assistant Principal, and/or EL Coordinator) who tracks their progress and monitors obstacles to reclassification. This team member then works with administration, teachers, and coaches to communicate needs. The administration provides targeted and ongoing professional development based on research-based practices for supporting LTELs.

The progress of reclassified fluent English proficient students is monitored through the Language Appraisal Team. At least once per semester, the school's Language Appraisal Team (LAT) meets to review the performance and progress of RFEP students using the RFEP Follow-Up Form. The Alliance Data Team creates an RFEP Follow-Up Form annually for each student and disseminates to principals. The school LAT includes the principal or designee, the student's classroom teacher(s), and other personnel such as counselors, specialist teachers, intervention teachers, EL experts, as appropriate, and/or parents of the student being reviewed. The LAT will discuss the students' progress, including but not limited to, ELA grade, GPA, Lexile score and discuss specific language and academic supports, if needed. The LAT completes and maintains the RFEP Follow-Up Form to keep a record of RFEP student progress.

Gertz-Merkin has implemented a school-wide effort toward literacy intervention to align student academic achievement to Lexile level growth. This master strategy is especially important for ELs. Also, Gertz-Merkin offers after-school tutoring. Our teachers are trained in strategically analyzing CELDT/ELPAC data to ensure that they can use the data to better group students, differentiate instruction, and implement EL strategies.

Gertz-Merkin is committed to monitoring the progress of ELs' academic achievement, implementation of its EL policies, programs and services, as well as their effectiveness in order to continuously improve them and to be accountable. English Learner program monitoring,

evaluation, and accountability practices will address the following purposes:

- a) Monitor progress of ELs towards reclassification;
- b) Monitor implementation of instructional program services, educator/stakeholder roles and duties, and administrative processes as defined in the Alliance English Learner Master Plan;
- c) Determine effectiveness of programs, services and processes in promoting EL linguistic and academic success, and college- and career-readiness;
- d) Provide useful, timely feedback and identify needed modifications and actionable information to all educators and stakeholders in the system;
- e) Support continuous improvement of EL achievement and the implementation of instructional and support services, and identify needed modifications; and
- f) Foster internal accountability of all educators and stakeholders for implementation, outcomes and continuous improvement.

The following chart outlines the EL program goals, evaluation questions and measures used to assess overall effectiveness of the EL program:

English Language Development Program Goals, Evaluation Questions & Measures (by Goal)		
EL Program Goal	Evaluation Questions	Measures/Scores
1. Consistently Implement Alliance English Learner Master Plan	1. Are Master Plan Instructional Programs fully and consistently implemented to meet the needs of ELs? a. To what extent do teachers of ELs have the qualifications and capabilities to address their ELs' linguistic and academic needs? b. Are all ELs provided instruction in ELD? c. Is ELD instruction that is provided to ELs of high quality? d. Are all ELs provided appropriately differentiated instruction (Integrated ELD) in all academic content areas? e. Are differentiated instructional practices that are provided to ELs effective?	<ul style="list-style-type: none"> • Alliance GROW Teaching Framework • CLAD/BCLAD credential roster & Teacher • Assignment data base • Subject matter credential roster • Progress in meeting minimum benchmarks by instructional program
2. Ensure steady progress toward & attainment of academic ELD per expected timeframes.	1. Are increasing percentages of ELs progressing in ELD a minimum of one level per year per state and federal expectation? 2. Are increasing percentages of ELs attaining English language proficiency per state and federal expectations? 3. Are ELs progressing on curriculum embedded assessments of ELD?	<ul style="list-style-type: none"> • ELD levels • Progress in meeting minimum benchmarks by instructional program • Rate at which ELs meet criteria for reclassification
3. Ensure steady progress toward & attainment of grade-level academic proficiency per expected timeframes.	1. Are ELs progressing academically per expectations? 2. Are ELs attaining academic proficiency per expectations?	<ul style="list-style-type: none"> • CAASPP • Math and ELA interim assessments • Course Grades • Progress in meeting minimum benchmarks by instructional program

English Language Development Program Goals, Evaluation Questions & Measures (by Goal)		
EL Program Goal	Evaluation Questions	Measures/Scores
4. Decrease risks of linguistic and academic failure, grade retention, and dropping out.	<ol style="list-style-type: none"> 1. Are the key risk indicators for ELs decreasing annually in schools? 2. Are appropriate interventions being offered to students who fail to meet expected benchmarks of achievement? 3. Are ELs being referred to and placed in special education services appropriately? 	<ul style="list-style-type: none"> • Chronic Absenteeism • Suspensions • Failing grades especially in core academic courses
5. Increase access to and participation in advanced academic program opportunities.	<ol style="list-style-type: none"> 1. Is there an increase in ELs taking part in advanced academic program opportunities? 2. Is there an increase in students applying, attending and completing college? <p>Is there an increase in the number of ELs participating in and passing AP examinations?</p>	<ul style="list-style-type: none"> • Enrollment and pass rates in AP and early college courses • California EAP participation • College information/data: applications, enrollment without remediation, and completion data
6. Strengthen parent/guardian participation and engagement in students' academic development.	<ol style="list-style-type: none"> 1. What types of orientation and training opportunities are parents offered? 2. What measures are used to ensure that parents of ELs are knowledgeable about EL program placement and their academic progress? 3. To what extent are parents participating in and consistently supporting students' academic development? 	<ul style="list-style-type: none"> • Parent orientations/trainings offered and attended regarding <i>English Learner Master Plan</i>, EL instructional program options, advanced academic opportunities, • Parent response rates, and positive ratings of trainings • Evidence of consistent support for home/school partnership efforts, advanced academic opportunities
7. Reduce disproportional referral to and identification of ELs for special education services.	<ol style="list-style-type: none"> 1. What is the percent of students, disaggregated by language status (EO, IFEP, EL, RFEP), and how is it relative to their proportion of total population by: <ol style="list-style-type: none"> a. Special education status? b. Specific special education program service? c. Qualifying condition? 2. In what grades are ELs being identified and placed in special education services? 3. Are ELs being referred to and placed in special education services appropriately? 4. What CELDT/ELPAC levels are ELs in at the time of their identification for special education services? 5. How long have students been at the ELD proficiency level during the time of referral? 	<p>Alliance special education statistics, by characteristics</p> <ul style="list-style-type: none"> • Special education status, service, qualifying condition, EL status, grade • CELDT/ELPAC scores • Special Education services and participation rates • Random audit of IEPs of ELs to ensure access to all appropriate linguistic and academic services

Gifted and Talented Students and Students Achieving Above Grade-Level

As all students are challenged to reach their intellectual potential within the instructional program, Gertz-Merkin will not offer a formal, separate gifted and talented program. Throughout the day, the staff may differentiate instruction based upon the individual needs of the students and will provide an opportunity to excel for those students who are achieving at high levels or demonstrate a specific ability or talent, as identified through student data or evidence of a pupil's capacity. Teachers will differentiate in the forms of acceleration, depth, complexity, and

novelty and will differentiate the process, content, or product to meet the needs of gifted and talented students.

Examples of instructional models which may be employed with gifted and talented students at Gertz-Merkin are:

- Project-based learning
- Discovery or inquiry-based learning
- Computer activities, including online games, research, and targeted instruction through online content
- Utilizing higher levels of questioning and thinking skills
- Ensuring there is a wide variety of materials at different skill levels that engage a wide variety of interests
- Field trips to broaden experience base
- Ensuring that the curriculum is sufficiently challenging

By using assessment information to monitor students' progress, teachers will be able to make the necessary modifications and adjustments to best support students. Teachers will use lesson plans that contain differentiated choices for gifted and talented students throughout the day to support them in continual growth. All students at Gertz-Merkin will be valued for their individualism and their interests and passions will be cultivated. Further, the teachers will work together to develop plans to best support students in driving forward their academic achievement and pursuits in relation to the students' learning profiles and specific talents. In order to ensure that the needs of all students are being met, the staff has utilized the Student Success Team (SST) process for students who have been identified as consistently achieving well above the norms (as measured by formative, summative, and standardized testing) just as they would use the process for identifying students who struggle. In future years, the Complex will update from the DVR-SST to Student Support and Progress Team.

Students Achieving Below Grade Level

In an effort to improve the performance for all students including low achieving or at risk of retention, Gertz-Merkin monitors student performance and progress of these students throughout the year. Data is accessible at the student- and subgroup-levels; through school leaders, school leadership teams, which consist of department and grade level chairs, and classroom teachers monitor standards and student achievement in order to identify all students earning below a grade of C, flagging students at risk based on interim assessments, grades, and/or credit deficiencies. Advisory teachers review student data/progress reports of each of their advisory students. Parents review and sign 5-week progress and 10 week-report cards. The following takes place for those specifically identified as low achieving:

1. To identify low-achieving students, all incoming students are given diagnostic tests upon entry to the school, in addition to establishing baseline Lexile score. State assessment results and grades showing students who are not meeting or nearly meeting standards are also used to assess student achievement levels.
2. Where additional supports and/or interventions are required, the school's academic team, comprised of teacher and administrators, will consult with the parent/guardian to share results and develop a plan to support and ensure growth, as well as continued monitoring.
3. Within three weeks of identification, a conference is scheduled between the student, parent, teachers, and a member of the administrative leadership team to develop an action plan. The action plan has specific responsibilities for the student, parent, and teachers.

4. The student receives supplemental support through remediation support in tutoring in addition to regular courses. In the areas where the student is struggling most, the classroom teacher may employ the use of online digital content providers to support one-on-one instruction targeted to specific individual needs. The academic progress of all students is monitored by the college counselor. In addition, the grade level administrator works with individual students identified by a member of the grade level team, to determine additional academic interventions or supports.

Socioeconomically Disadvantaged / Low-Income

Low-income students will be identified by eligibility for the federal lunch program. Approximately 95% of students at Gertz-Merkin have qualified for this program in the past few years. As such, the overwhelming majority of all students enrolled at Gertz-Merkin meet this subgroup identification. Our school program is designed to meet their needs. We believe all students can learn at high levels regardless of economic status.

Gertz-Merkin has structured advisory groups for students. Through the building of relationships, advisors are able to request more personalized services to support the individual's student's success academically, socially, and personally. Student support services vary based on student need. Needs are identified and progress is monitored through the SST model and based on disaggregated performance data. In future years, Gertz-Merkin will update from the DVR-SST to Student Support and Progress Team. When we track performance data we disaggregate data by subgroup to ensure that all subgroups are making progress and that appropriate interventions are provided. We do not believe that a student's socioeconomic status should limit their capacity to learn at high levels. Specific interventions to support the needs of these students may include:

- After school support they do not have access to at home (i.e. subject-area intervention, reading support, fitness, clubs, mentoring programs, etc.)
- Role models from industry partners and volunteers who are represent careers and college backgrounds they would not otherwise see or hear about at home
- Support for the parents through parenting classes where poverty impacts home support
- Provide tours to college/university campuses

Attention is also given to ensure that each student receives nutritious meals and is assisted with accessing health care and other resources if needed. A uniform is provided at no cost for students (and assistance will be provided for subsequent uniforms if necessary. Parents and guardians are also supported through parent workshops held throughout the year.

Students with Disabilities

Please refer to the District Required Language included at the beginning of Element 1.

Students in Other Subgroups

Foster youth, and related subgroups such as homeless students, are identified by school personnel through the registration and enrollment process, and supported through coordinated activities with other entities/agencies. Once students have been identified, students will be indicated in PowerSchool, and the Alliance Home Office will work with the school staff (usually the School Operations Manager and/or the school's Homeless/Foster Youth Liaison) to locate additional support services on a case by case basis. The students will be provided with tutoring, counseling, transportation and coordination of services as needed to best meet their individual needs using the COST Process (Coordination of Services Team) made up of an administrator,

counselors, school psychologist, and other certificated personnel as relevant. A quarterly evaluation of academic performance for all students in this subgroup will be implemented by the administration and counselor to assess the level of response to services, and adjustments to curriculum will be made as necessary to nurture a positive environment.

“A Typical Day at Alliance Gertz-Ressler / Richard Merkin 6-12 Complex”

A visitor to our school will observe our core beliefs and values in practice on a typical day by “shadowing” any randomly selected student. Students arrive by 7:30 a.m., all wearing the Alliance College-Ready Public Schools logo uniform. Most students walk to school from close by neighborhoods and some are dropped off by parents. Parent volunteers, vigilant principals, staff members, and teachers greet students as they arrive. Students gather on campus in a safe, calm, welcoming atmosphere that reflects the diversity of the community and the school’s focus on getting ready for college with college pennants displayed throughout the school and in classrooms.

On regular schedule days, students are seated in their classrooms ready to begin class by 7:45 a.m. Teachers begin each period by recording attendance on their laptop computer using Pinnacle, the school’s data management system. Daily attendance information is sent to the office and parents of students who are absent or tardy are called. The high school academy begins the day with advisory. Their advisory teacher, and the same small group of 15 to 25 students, greet them with a smile and handshake. In the advisory period, no student is allowed to “fall through the cracks” of anonymity. The advisory focuses on personal, academic, school and family connections. The advisory teacher serves as the students’ counselor so that students are connected to a consistent adult for guidance with studies, student relationships, and planning for college and career. These students begin the first of three two-hour periods per day following the advisory period. The middle school academy students begin their day with the first of three block periods and have their advisory period after lunch, prior to their final class of the day. All students learn in groups small enough to ensure that each student receives individual attention.

The emphasis in core classes is on rigorous grade appropriate standards-based instruction with high expectations for all students. Content standards are clearly evident as the focus of instruction in the agenda for the day, which is displayed in each classroom on a whiteboard, chart, Google classroom page, or within a digital agenda. Teachers engage students in understanding clear expectations for what students must know and be able to do to achieve proficient work on grade level standards. Students are actively engaged in their learning through “accountable talk” about what they are learning in pairs, small group, or whole class interaction. Teachers involve students in defining and understanding criteria for proficient work so that students are able to judge their own work. Teachers define clear expectations so that students know how good is “good enough” and so that students know what it takes to improve their performance. Teachers provide direct instruction and facilitate student learning using a variety of instructional materials and resources including digital content and traditional textbooks. Integrated technology is used in all courses using iPads in classes 6-12, and by connecting learning to real life applications. Teachers will use components of the blended learning model in their classes in order to support personalized instruction and to close skill gaps.

Courses offered include Advanced Placement, honors classes and A-G requirements for high school students and rigorous middle school courses including Pre-AP or honors classes for 7th and 8th graders. Academic electives provide intervention to accelerate learning for students performing below proficient levels and enrichment for students performing at proficient and

advanced levels for every grade. Students also have access to a variety of electives including but not limited to: Foreign Language, Visual and Performing Arts, and STEM.

All students have the opportunity to participate in the nutrition meal program. Nutrition is part of the federal meal program and service is provided by the school's selected vendor for students eligible for full, reduced or free meals. Student eligibility is kept confidential and all students are encouraged to eat healthy meals as part of the school's health program. Middle school academy students have nutrition after their first full class and a 30-minute lunch period after their second full class, which is followed by advisory and the final class of the day. High school academy students have nutrition after advisory and their first full class and a 30-minute lunch period after their second full class. This staggers the times middle and high school academy students are at nutrition and lunch.

Because of the layout and small size of the campus, passing from period to period throughout the campus and hallways takes place within 3-5 minutes. Students are self-directed and show respect for each other and their school. Students see examples of quality student work aligned with California content standards displayed inside and outside their classrooms. They will also see positive messaging regarding college and career-readiness, character building, peer-to-peer relationships, and citizenship. Student designed and created artwork and murals are very much a part of the Complex.

Student groupings vary and English learners are supported in developing English proficiency through English as a Second Language and in content classes through English immersion with "sheltered English" instructional strategies based on individual needs. Students with disabilities are supported in the general education setting through the use of a resource specialist, an instructional aide, and various accommodations. Students with disabilities are also provided a lab block to support basic skills gaps, life skills and work habits, and ensure standards mastery.

After school tutoring/intervention and Saturday classes are available for students performing below or far below basic levels based on quarterly interim assessments, teacher assessments, and/or students' current Lexile levels. Students receive tutoring based on the following but not limited to: their individual learning plan, their current lexile level, current interim assessment scores. Digital content programs like Accelerate, Compass Learning, Odyssey K12, Revolution Prep, and Achieve 3000 are also available for students 24/7.

The campus is buzzing with extracurricular activities after school and on Saturdays that include student interest clubs, cheerleading, and competitive sports as well as with parent and community members to whom the campus is open.

Any student interviewed will proudly tell visitors, "I'm getting ready for college." They are likely to be the first in their family to have the expectation and the opportunity to go to college.

**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 groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school.” (Ed. Code § 47605(b)(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(b)(5)(C).)

MEASURABLE GOALS OF THE EDUCATIONAL PROGRAM

Charter School shall meet all statewide content and performance standards and targets. (Ed. Code §§ 47605(c)(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

Gertz-Merkin is committed to providing a consistent educational environment and experience for students that prepares them with the skills, experience, and knowledge to enter and succeed in college.

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

Measurable Pupil Outcomes: Summative Assessment Performance Targets

Performance Targets Aligned to State Priorities

Specific Performance Targets for all pupils and for each subgroup - please see the LCFF State Priorities table provided in Element 1.

Other Performance Targets

For all other measurable goals, please see the LCFF State Priorities table provided in Element 1.

Method for Measuring Pupil Progress Toward Outcomes: Formative Assessment

Assessments are a foundational component of the teaching and learning process. To ensure that all students have access to the learning experiences necessary for college persistence and career success, Gertz-Merkin will employ high-quality, purposeful, actionable and strategically-sequenced assessments for learning and of learning.

Using the Common Core and CA Standards where applicable, Gertz-Merkin has clearly defined what students should know in each core subject at each grade/course level. We will monitor the progress of all subgroups against target goals by disaggregating data for all assessments and grades through Illuminate, Schoolzilla and PowerSchool, our student information systems.

Up to three times a year in English, Mathematics and Science, Gertz-Merkin implements standards aligned interim assessments. These assessments are built by the Alliance Home Office Academic Team in partnership with outside assessment vendors, and are aligned to the Common Core and NGSS standards. The interims are built off of the assessment blueprints and item specifications for Smarter Balanced and the released items from the yet-to-be operational new California Science Assessment (CAST). Data from each interim is immediately available to Gertz-Merkin staff and broken down at the student, item and standard level. Data is then used to identify common misconceptions and student supports. After each interim, teachers use the data to re-teach standards through daily instruction. The expectation is that students will improve in their mastery of standards over the course of the year to best position them to fully meet the performance expectations of Smarter Balance.

Below is the current list of assessments used to monitor student progress towards college and career readiness standards. These assessments are subject to pending any changes in state-mandated assessments.

Assessment Type	Frequency	Grades/Content	Description
Interim Assessments	3x per year	Grade 6, 7, 8, 9, 10, 11, ELA, math, science	Interim Assessments at Alliance align to the standards covered and suggested pacing in each grade/content. These assessments are aligned with the CCSS and SBAC and provide important information to teachers for planning, instruction and supports for students.

Assessment Type	Frequency	Grades/Content	Description
Lexile Level-Set Assessment	3x per year	All grades	Achieve 3000 Level-Set assessments measures students' progress and performance on reading comprehension skills.
Smarter Balanced Summative Assessments	1x per year	Grade 11, ELA and Math	The Smarter Balanced Summative Assessments are comprehensive end of year assessments in English language arts/literacy (ELA) and Math that are aligned with the Common Core State Standards (CCSS) for English language arts/literacy (ELA) Mathematics.
California Adaptive Assessment (CAA)	1x per year	Grades 10/11, identified students only	Students with cognitive disabilities take the CAA Instead of the Smarter Balanced Summative Assessment. This test is modified to appropriately assess the ELA/Literacy and mathematics progress and performance of specific students designated to engage in a modified curriculum as specified in their IEP.
California Science Assessment Test (CAST)	1x per year	Grades 10/11	CA NGSS Summative assessment. Administered in the spring for grades 8
English Language Proficiency Assessments for California (ELPAC)	Initial and Annual; varies by student	All grades, English learners	The ELPAC measures provides both initial and annual assessment of an English Learner's proficiency in Reading, Writing, Listening and Speaking. This test will replace the CELDT after the fall of 2017 and will be the main assessment tool used to measure growth and progress for reclassification.
Physical Education Test	1x per year	Grade 10	Students in grade 10 participate in this State required assessment on basic components of CA Physical Education Standards.

* All grade levels unless otherwise denoted

Gertz-Merkin tests independently of LAUSD. Assessments and standardized testing of students with disabilities is conducted using state and District guidelines for modifications and adaptations.

The assessment structure includes, in addition to other standards-based and performance-based assessment tools, comprehensive final exams in each of the core academic subjects, quizzes and tests, homework assignments, essays and research reports, and teacher evaluation of in class performance. These measurements are weighted and combined into a comprehensive educational program assessment to determine student achievement and promotion to the next grade level. The aggregate results are issued as a report card to the community evaluating the measurable goals and terms outlined in the charter.

Alliance interim benchmark assessments are administered online in order to prepare students for SBAC online assessments and represent the level of rigor required for students to meet the

proficiency level (3 or 4) as measured on Smarter Balanced assessments. Every student has an SBAC ready computing device.

Data Analysis and Reporting

Ongoing data gathering and analysis guides and informs decisions for determining successful progress or the need for program adjustments. School staff and the school's governing board work collaboratively to analyze data and discuss ways to improve student performance throughout the year. Below is a sample of data gathered and its use.

Type of Data Gathered	Role & Use of Data	Frequency
Formal and informal classroom observations	To measure effectiveness of instruction. Data is used to inform professional development needs and provide teachers with actionable feedback. Data from observations is individually shared with teachers.	Every other week
Classroom curriculum and instruction walk-throughs	To measure the degree of and consistency with which grade appropriate standards-based instruction is taking place. Data is used to identify trends to inform professional development and share best practices.	Multiple times a month
Student data and work analysis	To identify student misunderstandings and misconceptions. Data is used to adjust unit and lesson plans and regularly discussed at staff meetings, department meetings and/or individual meetings with teachers.	Ongoing as part of professional development; following each interim assessment cycle
Analyzing the results of network and/or state assessments	To measure the degree to which students meet state and/or network expectations for proficiency. Data is used by staff to adjust instruction, intervention and the overall instructional program. Data is shared with the school's governing board.	Varies depending on assessment
Analyzing the results of parent and student surveys	To measure the degree to which parents and students are satisfied that our school is meeting their needs and addressing the goals of our charter.	Annual

Data gathered is used to measure progress towards stated goals and to determine the effectiveness of our instructional program. Multiple opportunities for data analysis are available at Gertz-Merkin including the following:

- Regular assessments and common planning time provides consistent opportunities for teachers to work together to analyze student work and share classroom practices as they relate to student achievement.
- Programs used to support blended learning provide regular real-time performance data that teachers can use to structure classroom rotations, differentiate individual and group tasks, and provide more adapted options for students to demonstrate their learning.

Professional development provides opportunities for teachers and school leaders – both within their school and across the Alliance Network of schools - to work with each other and with the Alliance Academic Team to analyze data on a school, classroom and individual student basis. At each level, data informs our decisions regarding the need to continue, modify, improve, add to or discontinue instructional strategies to best meet the needs of our students and provide the necessary supports to help accelerate their progress. Furthermore, data is regularly shared with stakeholders throughout the year to inform them of school performance.

Grading, Progress Reporting, and Promotion/Retention

Gertz-Merkin issues student progress reports every ten weeks based on student proficiency on grade level/subject standards and expectations designated for the quarter. The student progress report is based on multiple measures including teacher assessments, portfolio/exhibits, and specific assessments to quantify student performance. Student progress reports reflect their progress towards advanced, proficient, basic or below proficient performance. Formative and summative assignments and assessments are used to determine student performance.

Student course grades to meet graduation requirements including A-G are A, B, C or NP (Not Proficient) grades. Student reports are issued and recorded through our data system. Parents of students performing below/far below proficient performance participate in a scheduled parent conference to discuss the parents' and the teachers' plan to improve their child's performance. Teachers and advisors meet together to analyze these reports and to make necessary adjustments in the program being offered to students who are showing a lack of progress.

Promotion and Retention of Students

Gertz-Merkin is committed to helping students achieve the necessary skills to progress from grade to grade yearly and does not endorse social promotion. Because of the linguistic and socioeconomic barriers this student population may have faced, readiness to move to the next grade level is examined on an individual basis. Each student is assessed individually according to his/her total needs.

Gertz-Merkin has clearly defined expectations for what students should know and be able to do at each grade level in each subject in an effort to equip all students with the academic skills that enable them to be ready for entrance to and success in college. Promotion and retention of students is based on multiple indicators of academic achievement including:

- Assessment measures to determine if the student is advanced, proficient, partially proficient, or not proficient - assessment measures include the student progress report, degree of proficiency and teacher recommendations. Students whose average rubric score classification is "not proficient" on the final student progress report for the academic year are eligible for retention.
- Attendance – students with excessive absences (15 or more) may be eligible for retention.

The principal or administrative designee, in conjunction with school teaching and counseling staff, prepares a written determination to specify the reasons for retention. The written determination includes recommendations for interventions that are necessary to assist the student to attain acceptable levels of academic achievement. The written determination is provided to and discussed in a meeting with the student's parents/guardians, teachers, and principal.

Students identified for retention will work closely with the counselor and are encouraged to participate in a remediation program that includes after-school activities, tutoring, and summer school. All students, are also provided additional in-class support, which ensures that students who cannot participate outside of school hours are also supported. The student's academic performance is reassessed at the end of the remediation program, and the decision to retain or promote the student is reevaluated at that time.

Appeals Process for Retention

The retention of a student is at the discretion of the principal or administrative designee. Parent/guardians shall be notified in advance of the enactment of the retention and can appeal a student's retention. A retention appeal shall be submitted in writing to the school's designated support team, and shall be heard if requested within five (5) school days of the notification of retention by the school. Upon consideration, the designated support team's decision shall be final. The decision regarding the appeal will be made within five (5) school days of the appeal submission to the school's designated support team. Parents/guardians will be notified of the decision in writing within three (3) school days following the decision.

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(b)(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 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 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(b).

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.¹³

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 Public Records Act.

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.

¹³The District is in the process of compiling a list of LAUSD policies that apply to its authorized charter schools. The list will be finalized by April 1, 2018. Charter Schools Division staff will annually review District policies and make recommendations to the LAUSD Board of Education on continued application to charter schools.

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. 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.

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.

Governance Structure

Alliance Gertz-Ressler Richard Merkin 6-12 Complex incorporated as a nonprofit corporation and such corporation is the corporate entity operating the Charter School. Gertz-Ressler Richard Merkin 6-12 Complex constitutes one of several nonprofit corporations associated with Alliance College-Ready Public Schools ("Alliance"), a charter management organization. Alliance provides fundraising and other support of the charter schools associated with it, which includes but is not limited to Charter School. Alliance, to achieve economies of scale, also provides back-office support to Charter School through an administrative services agreement and associated transactions between the Charter School and Alliance are deemed to be permissible related party transactions, made in a manner equivalent to arm's length.

Alliance

Alliance, itself a nonprofit corporation, is submitting this renewal petition on behalf of Charter School. Alliance has assembled an impressive leadership team that has a clear vision and experience in launching and managing new schools, as well as critical operational and financial expertise.

Charter School

Alliance Gertz-Ressler Richard Merkin 6-12 Complex is an independent nonprofit public benefit corporation. Alliance is the statutory member of the corporation. Its role as statutory member in the organization is limited to the authority of a member under the California Corporations Code. In that regard, the Alliance Board appoints five of the members of the Charter School Board of Directors. The affairs of Charter School, however, are managed and its powers are exercised solely under the authority of the Charter School Board of Directors, whose ultimate responsibility for key operational matters include but are not limited to: (1) the selection, hiring, compensation, supervision and evaluation of the Charter School's principal; (2) the governance and operation of Charter School in compliance with applicable law and the Charter; and (3) Charter School's financial management, viability, and accountability, including but not limited to expenditures and accounting of all public funds received by the Charter School.

Charter School operates under the charter authorization of Los Angeles Unified School District. Charter School abides by the current published, communicated and defined LAUSD policy for charter schools. Charter School is and will be solely responsible for the debts and obligations of Charter School.

School Board of Directors

The nine directors of the Charter School Board of Directors include five members selected by Alliance College-Ready Public Schools, two teachers and two parents of Charter School students. The school principal recommends teacher and parent nominees, and membership is subject to confirmation by the members of the School Board of Directors. LAUSD reserves the right to appoint a single representative to serve on the Board. The Board meets quarterly, operating in accordance with the Brown Act, its Articles of Incorporation and its Bylaws.

Each director selected and confirmed shall serve a two-year term. A director designated by The District shall serve for such term of office as is specified by the District. The Alliance Board considerations and qualifications for appointing 5 members includes: candidate commitment to participate in no fewer than 75% of school board meetings; candidate knowledge of effective organizations and fiscal systems; candidate commitment to visit and be knowledgeable of

Alliance schools; candidate background and experience as a successful leader of a school, company or other organization.

The School Board of Directors, the Charter School administrative staff, and their respective representatives are responsible for all aspects of the day-to-day operations of Charter School, including, but not limited to, making necessary provisions for accounting, budgeting, payroll, purchasing, liability, insurance, and the like. In accordance with California law applicable to nonprofit public benefit corporations, some of the responsibilities of the School Board of Directors may be delegated to committees of the Board or officers of the corporation.

A quorum of the School Board of Directors for the transaction of business is the presence of a majority of current board members present in accordance with the Brown Act. All board voting action is taken by roll call vote. An act or decision made by majority vote of the directors then in office at a meeting duly held at which a quorum is present is the act of the Board, unless a different number, or the same number after disqualifying one or more directors from voting, is required by law, by the Articles of Incorporation, or by the Bylaws, including but not limited to those provisions relating to (i) approval of contracts or transactions in which a director has a direct or indirect material financial interest¹⁴, (ii) appointment of committees, and (iii) indemnification of directors.

The School Board of Directors may elect to use teleconferencing in connection with any meeting of the Board. If the Board elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner compliant with the Brown Act. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. The agenda shall provide an opportunity for members of the public to address the Board directly at each teleconference location. During the teleconference, at least a quorum of the members of the Board shall participate from locations within the boundaries of the Los Angeles Unified School District. Participation in a meeting through use of teleconferencing pursuant to this subsection constitutes presence in person at that meeting as long as all members participating in the meeting are able to hear one another. All votes taken during a teleconferenced meeting shall be by roll call. Any abstention from a board vote will be noted in the board minutes. For the purposes of this subsection (i), "teleconference" means a meeting of the Board, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this subsection shall prohibit the corporation from providing the public with additional teleconference locations.

The School Board of Directors is responsible for providing fiscal accountability by approving and monitoring the budget, which is initially reviewed and provided to the charter school board by the Charter School staff and Alliance as the back-office provider. The School Board of Directors helps ensure effective organizational planning by approving long-range goals and annual objectives, monitoring the general policies including but not limited to: compliance mandates, health and safety, use and maintenance of facilities, and overseeing that Charter School resources are managed effectively. The day-to-day operations and management of Charter School are provided by the officers of the corporation, management staff responsible for school services and supervision and the administrative staff of Charter School.

¹⁴ To clarify, any such approval must otherwise be consistent with all applicable conflict of interest and ethics requirements.

The teachers who serve on the School Board of Directors are required to annually sign a statement acknowledging any conflicts of interest. They are required to recuse themselves from any discussion or voting that has any impact on their compensation or benefits.

The LAUSD representative, if LAUSD opts to exercise its statutory right to have a representative on the board, has the opportunity to facilitate communications and mutual understanding between Charter School and LAUSD. As the entity with ultimate oversight responsibility, LAUSD is provided with an annual programmatic and fiscal audit. The programmatic audit includes a summary of major decisions and policies established by the School Board of Directors during the year. The annual audit abides by current audit guidelines established by the State of California for K-12 public schools.

Charter School has provided the LAUSD Charter Office with a copy of the articles of incorporation, bylaws and names of board members of Charter School. Any changes made to these documents that materially alter the charter must first be approved through the District's charter amendment process in order to be effective.

Charter School complies with the Brown Act. Prior to the start of each school year, or as soon thereafter as is practicable, the board will adopt an annual calendar of governing board and committee meetings. The Charter school posts its Charter School Board of Directors schedule of quarterly meetings at the school site; it posts notices and agendas of regular meetings at least 72 hours in advance; and it records and posts actions of the Board. Postings occur by email and in a visible location in the Charter School office as well as on the Charter School's website in English and Spanish or other dominant language as needed by the community served. Charter School maintains for its Board a record book of meeting agendas and minutes. Agendas and minutes are provided in English and Spanish. For easier access, Charter School posts the agendas and minutes on its website. The law requires no less than one meeting annually; however, the School Board of Directors meets at least quarterly to conduct business plus special meetings, see pages 3-4 of Bylaws. All meetings of the Charter School Board are open to the public, excluding closed sessions as permitted by the Brown Act.

School Coordinating Council

The School Coordinating Council (SCC) with a membership of 10 to 20 stakeholders representing various stakeholder groups, will be an advisory body to the Principal on the management of the school, including, but not limited to, school policies, the academic performance, and annual development of the LCAP and the budget. This council shall be composed of a majority of teacher and parent members, and include a classified employee and certificated administrator. Members of the SCC are representatives from various stakeholder groups, with the majority being made up of teachers and parents who self-nominate to serve on the council. The SCC will help guide the decisions that best serve the families. Based on suggestions and recommendations from the SCC, the Principal will reflect this feedback in their decisions and operations. The SCC will meet at the Charter school site a minimum of four times per year. Should topics or recommendations warrant a discussion with the Charter School Board of Directors, directors will attend SCC meetings. The SCC will strive to create a collaborative and transparent decision-making process that includes the input all stakeholder groups. The School Board of Directors shall have final authority on all school related matters.

Parent/Community Town Hall Meetings

Approximately once a month, Charter School holds meetings in a Town Hall Meeting format that all parents, community and staff members are welcome to attend. Topics for discussion or presentation include school-wide topics of interest related to achieving the goals of Charter School and its students. Meetings are generally attended by the principal and administrative staff of Charter School and, if the subjects to be discussed warrant it, members of the Charter School Board.

The school also maintains a website to keep parents and members of the community abreast of its events. All meetings are calendared in advance, with the goal of engaging all parents.

Business and Operations Assistance

Alliance provides for Charter School certain back-office services, including budgeting/forecasting, accounts set up (insurance, benefits, attendance tracking), payroll, compliance, required reporting, vendor management and select service vendor contract negotiations, and purchasing. Alliance also supports the Charter School's board in its role of providing oversight and monitoring adherence to the Charter School's fiscal policies and any applicable law. The Los Angeles County Office of Education (LACOE) receives and forwards public funds for Charter School directly to the Charter school's operating account. Alliance maintains separate financial records for Charter School and assures that all accounting complies with generally accepted accounting principles.

Parent Engagement

Parents have a right to choose to send their children to excellent high-performing schools and have a right and the responsibility to participate actively in insuring the success of their child and the school. Charter School understands the importance of active parent involvement in the education of their children.

Parents of Charter School students are meaningfully and actively engaged in their children's education. Parents are responsible and accountable for supporting their children's learning at school and at home through their participation in understanding what it takes for children to achieve college-readiness, and by their active voice in achieving the goals of the school through volunteering. At Charter School, it is anticipated that:

- Parents are actively engaged as members of the ongoing School Coordinating Council.
- Parents of participating Title 1 students participate in an Annual Charter School Title 1 meeting. Charter School applied for and obtained the status Schoolwide Program.
- Parents are guaranteed access to the school, school leaders and classroom teachers to support their children's education.
- After the enrollment of a student, each parent and each student meet with the principal.
- Parents are provided multiple opportunities to develop awareness of college readiness benchmarks and what their children must achieve to be successful. Parents are supported in their participation in monitoring their child's individual learning plan towards college readiness.
- Parents are encouraged to participate in a minimum of four Parent Education Academies each year.
- Each parent, their child and school leadership participate in annually developing and signing a Parent/Student/School Compact acknowledging their understanding,

responsibility and commitment to support student learning and the academic goals of Charter School.

- Parents are encouraged to accept responsibility and accountability for committing to support the school and to participate as parent mentors.
- Charter School seeks to establish partnerships with effective parent engagement leaders such as *Families in Schools* which has a proven track record of meaningfully engaging the voice of parents and the community as partners in schools.
- Meetings are arranged with individual classroom teachers, with the student's instructional team and with the student's advisor.
- Parent-teacher conferences are held quarterly to share and discuss the progress and needs of each individual student.
- Parents are encouraged to participate in town hall meetings, training opportunities, coordinating council, so that each parent feels part of the school and understands their responsibility to the school.

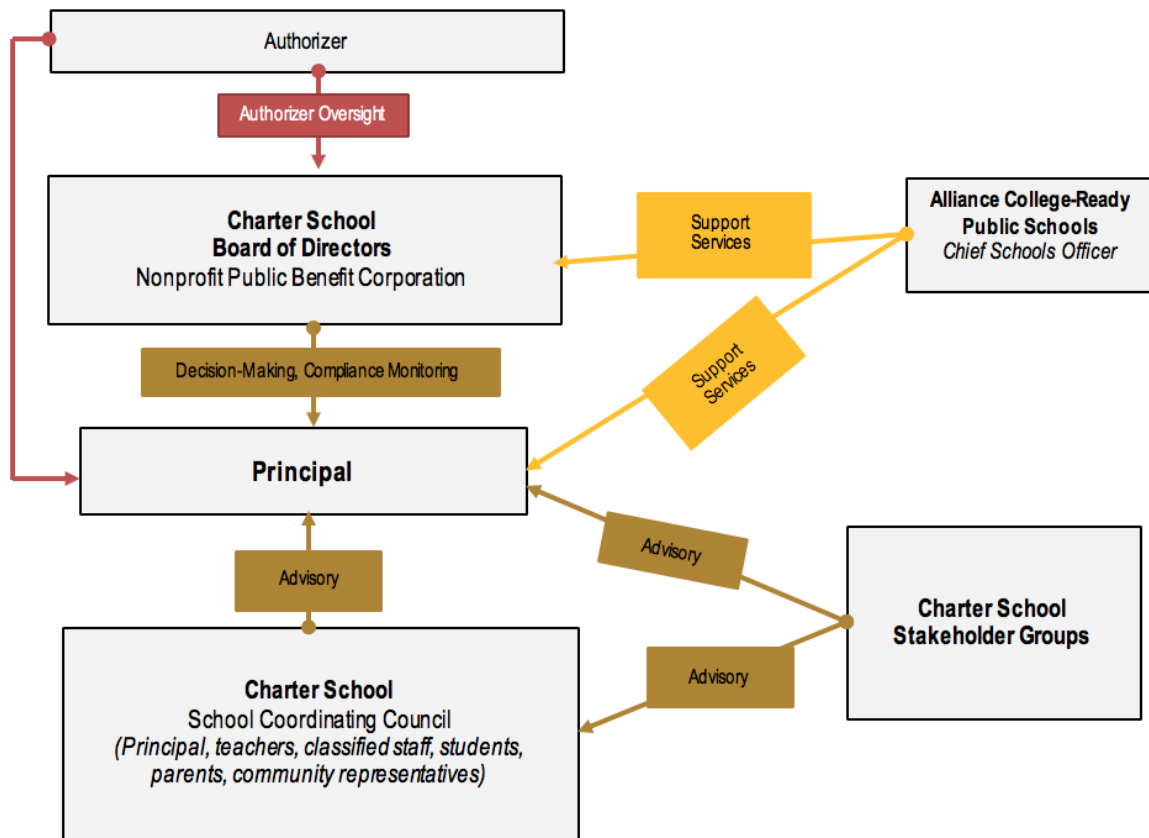
Charter School makes every effort to fully inform parents as to the curriculum offered and their child's progress. In addition to representation on the School Coordinating Council, Parent/Community Town Hall Meetings are held to address school related issues, including, but not limited to, parent/teacher/student relations. While we strongly encourage parents and guardians to engage in supporting the school, parent/guardian participation is not required and has no effect on a student's enrollment, grades, credits or ability to graduate.

Community Engagement

Charter School also understands that if Charter School is to be effective, it must be part of the community. To that end, the school employs a Parent Engagement Specialist who supports the leadership in representing the interests of the community.

- Members of the community at large are solicited to support the school in various functions
- Community resources, such as parks, libraries, athletic and classroom facilities are part of the Charter School. Charter School believes that by using community facilities, it becomes an integral member of the community in which it is located.

Organizational Chart



ELEMENT 5: Employee Qualifications

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

Gertz-Merkin adheres to California laws, including fingerprinting and prohibitions regarding the employment of any person who has been convicted of a crime that disqualified them from employment.

All employees must furnish or be able to provide:

- Verification of tuberculosis (TB) clearance
- Complete a live scan for purposes of verifying criminal background history
- Legal documents establishing identity and employment authorization

Employee Recruitment

Various resources are used to recruit and hire the most qualified candidates to fill both classified and certificated positions, including utilizing various online job search tools, partnering with teacher recruitment organizations, and participating in local university job fairs. All candidates are screened, formally interviewed and expected to complete a background check, as described in this element.

Code of Conduct

Employees are expected to engage in professional behavior with fellow employees, students, parents, and others with whom interaction is made on behalf of or while representing Gertz-Merkin. Unprofessional behavior includes unlawful harassment including, but not limited to jokes, threats, put-downs, decorations, and innuendoes related to gender, sex, race, ethnicity, religion, age, disability, and/or sexual orientation. Employees are expected to refrain from such activity and to report alleged improprieties in accordance with state and federal laws.

Employment Eligibility Requirements

Background Check – As previously stated in the District Required Language, any candidate selected to fill a position at the school is required to complete a background investigation by using the *Live Scan Service Request* form. Since the Alliance has been authorized by the Department of Justice to receive criminal background history information, the Department of Justice (DOJ) sends the applicant's criminal history results directly to Alliance's Secure Mail Server System. Designated members of the Alliance Human Resources Department are the only confidential employees of Alliance College-Ready Public Schools with access to this information. After reviewing the investigation results, if the results indicate that no criminal history exists for the applicant, then he/she is considered eligible to continue the hiring process. If the results indicate that a criminal history does exist for the applicant then the results are thoroughly reviewed by the Alliance Vice President of Human Resources, who determines if there are any convictions that would disqualify the applicant from employment.

Teaching Credential Verification - All teacher candidates are required to possess a valid teaching credential with an appropriate authorization for their assignment, including possessing an English Learner Authorization. All credential documents are verified with the California Commission on Teacher Credentialing (CCTC) by a Human Resources representative. The applicant's credential subject authorization must meet state and federal (ESSA) requirements to teach the subject that he/she is being hired to teach.

TB Clearance - All new employees of Alliance must submit written proof from a physician of a risk assessment examination for tuberculosis (TB) taken within the last sixty (60) days prior to their start date. All employees will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years.

Employment Agreements - Certificated employees are employed on fixed-term employment agreements that are renewable annually. The employment agreement outlines the employee's terms of employment, including job duties, salary and work basis.

Nepotism Policy – Gertz-Merkin complies with conflict of interest laws that apply to all public entities per Government Code section #1090.

Administrative Structure

The principal and assistant principal are the primary school site administrators. The chairman of the Charter School Board of Directors and the principal confer regularly to address planning and management issues, student progress, and progress with the implementation of the educational program.

Administrative Structure

The principal and assistant principal are the primary school site administrators. The chairman of the School Board of Directors and the principal confer regularly to address planning and management issues, student progress, and progress with the implementation of the educational program.

Principal (certificated staff): Provides instructional, administrative, and technological leadership to the professional staff and students. Demonstrates hands-on use of technology competencies in all aspects of leadership and management of the educational program. Understands that leadership has a responsibility to ensure digital equity. Acknowledges the need for alignment as technology is integrated across the curriculum and shares the Alliance's vision for technology consistent to the overall educational vision for academic student success.

Essential functions include, but are not limited to:

- Facilitates the development of a shared vision involving all stakeholders for the use of instructional technology and widely communicates that vision.
- Maintains an inclusive and cohesive process to develop, implement, and monitor dynamic, long-range, and systemic educational programs that are infused with 21st century instructional technology standards.
- Uses data in making leadership decisions and advocates evidence-based effective practices to ensure instructional programs and courses are implemented consistent with CCSS.
- Identifies uses, evaluates and promotes appropriate technologies to enhance and support instruction and standards-based curriculum leading to high levels of student achievement.
- Facilitates and supports a collaborative, technology-rich learning environment conducive to innovation for improved learning.
- Provides for learner-centered environments that include the purposeful use of technology to meet the needs of individual and diverse learners.
- Facilitates the use of technologies to support and enhance instructional methods that develop higher-level thinking, decision-making, and problem-solving skills.
- Provides for and ensures that faculty and staff take advantage of quality professional learning opportunities for improved learning and teaching with technology.

Requirements:

Education and Experience:

- A graduate degree in education, educational leadership, public administration or a related field from an accredited college or university.
- Two or more years of extensive, directly related and progressive experience.

Skills, Beliefs, and Mindset:

- Articulates a vision, strategy and a set of goals that align with the mission of Alliance College-Public Schools.
- Leads a culture of high expectations for ALL and a relentless focus on college-readiness.
- Uses meaningful data and statistics to make informed decisions on school improvement.
- Has expertise in and values instructional technology as an educational tool.
- Possesses a working knowledge of small school reform, elements of 21st Century learning environments, and distributive leadership models.
- Ensures there is effective instruction occurring every minute, every period, every day.
- Has a commitment to knowledge of and competences in inclusion of all students.
- Attracts hires, supervises, and develops all school staff members to create a high-functioning team focused on student success.
- Builds and maintains a positive and supportive staff culture based on trust, risk-taking, respect, reflective learning and collaboration.

- Builds strong relationships with parents.
- Embraces and fosters a culture of innovation and creativity.
- Collaborates actively with other colleagues.

The principal hires an assistant principal, dean of students, and/or director of instruction depending on their desired program structure.

Assistant Principal (certificated staff): In supervising and providing education and administrative leadership to the professional staff and students; plans, directs, assists and supervises the work performed by teachers, clerical, and facilities staff; provides responsible and professional staff assistance in the supervision of the assigned educational program.

Essential functions include, but are not limited to:

- Projects and encourages a positive, cooperative atmosphere within the school and seeks to motivate all staff toward the fulfillment of the school's mission statement.
- Promotes curriculum improvement and ensures that instructional programs and courses are implemented within California Standards.
- Works constructively in securing staff involvement and support for the development and implementation of instructional changes.
- Prepares all students to attend college
- Maintains a positive school climate in which students can mature and develop a sense of responsibility, self-worth, and good citizenship.
- Enforces rules consistent with the approved Charter petition, the school's philosophy and current law.
- Maintains communication with the student body in regular meetings and interactions.
- Develops a program of orientation and acclimation for all new students.
- Promotes the general health, safety and welfare of the student body, guiding, supervising and/or coordinating all student activities to include school related activities outside of regular school hours, e.g. career exploration, field trips, service learning, etc.
- Coordinates student enrollment, programming, and maintenance of cumulative records.
- Maintains effective relations with parents and parent groups; interprets the goals, objectives and programs of the school to parents.
- Submits all reports required by state, authorizer or other regulatory agency.
- Maintains communications with Alliance College-Ready Public Schools.
- Evaluates the general condition and needs of the school facilities.
- Supervises and evaluates assigned teachers, counselors, and staff.
- Other duties as assigned.

Requirements:

Education and Experience:

- A graduate degree in education, educational leadership, public administration or a related field from an accredited college or university.
- Two or more years of extensive, directly related and progressive experience.

Skills, Beliefs, and Mindset:

- Experience with differentiated instruction and alternative assessments.
- A track record as a successful and progressive educator.
- Entrepreneurial spirit.

- Experience with diverse student populations in urban settings.
- Strong computer skills; e.g. Microsoft Office Suite, school information systems.
- Spanish speaker (preferred).
- Ability to be flexible and be a team player.
- Belief in and alignment with Alliance's core beliefs and educational philosophy.
- Excellent communication skills, both verbal and written.
- Entrepreneurial spirit to thrive in a fast-paced and achievement-oriented environment.
- Strong interpersonal skills and ability to build and cultivate relationships with teachers, coaches, school leaders and other Alliance home office departments.
- Willingness to go above and beyond to contribute to the success of a dynamic team committed to a new future for urban education.
- Understanding of the nuances of urban school environments and school culture.

Director of Instruction (certificated staff): Assists the principal in leading the implementation of the Alliance educational model and its key program elements; ensures that the school's academic achievement goals are met; ensures classrooms consistently reflect rigorous standards-based instruction.

Essential functions include, but are not limited to:

- Projects and encourages a positive, cooperative atmosphere within the school and seeks to motivate all staff toward the fulfillment of the school's mission statement.
- Shares responsibility for the improvement of instruction within the school.
- Promotes curriculum improvement and insures that instructional programs and courses are implemented consistent with the State standards.
- Assists principal with organizing and coordinating in-service activities for the staff.
- Works constructively in securing staff involvement and support for the development and implementation of instructional changes.
- Keeps informed and up to date regarding new developments in curriculum, instruction and administration, i.e. workshops, meetings, credit classes, etc.
- Assists the principal in the planning for all aspects of instruction, including all types of scheduling, registration of students, and the development of a master schedule.
- Helps coordinate and conduct faculty meetings/professional development on a weekly basis.
- Participates in the review and selection of new equipment and instructional supplies.
- Manages an adequate system of teacher and pupil records.
- Maintains effective relations with parents and parent groups; interprets the goals, objectives and programs of the school to parents.
- Maintains communications with all appropriate Alliance College-Ready Public Schools.

Requirements:

Education and Experience:

- A degree in teaching, curriculum and instruction or a related field from an accredited college or university is required.
- Three or more years of successful secondary teaching experience.

Skills, Beliefs, and Mindset:

- Principles, theories, practices, methods, and techniques used in classroom instruction.

- Methods and approaches to planning specialized instructional programs.
- Evaluation and assessment techniques used in determining proper teaching and instructional methods.
- Federal, state, and local laws, codes, ordinances and regulations as they pertain to charter schools.
- Personnel management principles and practices, including selection, training, supervision, and performance evaluation.
- Assume responsibility for the administration of a school.
- Provide effective education leadership to assigned teachers and instruction support staff.
- Identify, plan, and articulate future educational programs, approaches, and methods to meet student needs.
- Participate in the process of staff development and teacher training.
- Communicate, effectively, orally and in writing.

Dean of Students (certificated staff): Is responsible for facilitating the development and support of a school community that encourages a culture of high student achievement, individual accountability and collective responsibility.

Essential functions included, but not limited to:

- Strive to attain a positive school climate in which students can mature and develop a sense of responsibility, self-worth, and good citizenship.
- Coordinate and supervise student activities to include school related activities outside of regular school hours, i.e. career exploration, field trips, service learning, etc.
- Assume responsibility for the overall safety and well-being of all students.
- Follow procedures designed to protect and enhance the safety of students and staff and to promote the security of property and equipment.
- Monitors attendance, develops and/or updates administrative procedures to comply with legal mandates and helps update and distribute student/parent handbooks.
- Develop and implement appropriate student programs that promote positive behavior.
- Assist staff and parents in developing student behavioral expectations.
- Assist in the planning, developing and implementing of individual student behavior plans.
- Serve as a resource to teachers and staff in dealing with classroom management issues.
- Counsel students and their families about the school's policies.
- Confer appropriate consequences for behavior including detention, in school suspension and out of school suspension.
- Conduct parent conferences for behavior/attendance related issues as needed.
- Monitor student academic and behavioral progress.
- Uphold and follow school policies and procedures.
- Other duties as assigned by the Principal.

Requirements:

Education and Experience:

- An undergraduate degree from an accredited college or university is required.
- A valid California teaching, pupil services, or administrative services credential or a graduate degree in teaching, curriculum and instruction, or administration or a related field from an accredited college or university is required.
- Three or more years of successful secondary teaching experience.

Skills, Beliefs, and Mindset:

- Effective approaches to addressing student attendance and/or behavioral issues.
- Appropriate discipline techniques for secondary school level students.
- Federal, state, and local laws, codes, ordinances and regulations as they pertain to charter schools.
- Demonstrate commitment to accomplishing the school's mission and academic goals.
- Keep and maintain accurate records.
- Communicate, effectively, orally and in writing

Counselor (certificated staff): Development and support students to be prepared for, admitted to, and successful through college. The counselor develops strategies and implements activities to address the needs of the students to meet this goal; consults and collaborates with school staff; and works with parents/guardians to support students' success.

Essential functions included, but not limited to:

- Provide orientation activities for incoming students
- Participate in orientation programs for parent/guardians and students.
- Inform students and their parents/guardians of test results and their implication for educational planning.
- Provide resources and information to assist students to develop a rigorous academic course schedule, aligned with students' skills and interests.
- Evaluate students' graduation status and inform students of their status for graduation
- Assist in registration and schedule changes/conflicts for all students.
- As necessary, develop or support development of 504 plans, participate in Individual Education Plan meetings, and contribute in the development of the Student's Individual Transition Plan (ITP).
- Facilitate and/or participate in Student Success Team (SST) meetings
- Counsel, motivate and work with students who are underachieving or performing poorly academically.
- Coordinate at-risk programs.

Requirements:

Education and Experience

- A Master's Degree in School Counseling, Education, Psychology, Social Work, or another related field.
- Possess a valid California Pupil Personnel Services Credential (PPS) with an authorization in School Counseling.
- Two years of high school counseling experience.

Skills, Beliefs, and Mindset

- Ability to learn quickly and effectively function in a fast-paced and dynamic environment.
- Willingness to go above and beyond to contribute to the success of a dynamic team.
- Flexible, optimistic approach, and comfort with change and ambiguity.
- Commitment to the success of all Alliance students and specifically to raising the academic achievement of children in high-poverty communities.

Teaching Staff (certificated staff): Essential functions include, but are not limited to:

- Drives outstanding student achievement for all students in the classroom and supports colleagues in driving student achievement school-wide.
- Creates a culture of high expectations and continuous improvement with a relentless focus on student achievement and college and career readiness.
- Creates a positive, achievement-oriented, and supportive learning environment that excites and invests students in learning.
- Leverages Alliance resources and supports to develop and implement powerfully engaging curriculum and lessons designed to prepare all students to succeed in college and beyond.
- Utilizes a wide variety of teaching methods to create differentiated opportunities for deep understanding for all learners, including students with special needs.
- Utilizes a variety of data to drive instruction and intervention.
- Utilizes technology to support student learning.
- Works collaboratively with families and Alliance colleagues to support the achievement of all students and the mission and vision of the school.

Requirements:

Education and Experience

- Bachelor's degree from an accredited college or university.
- Valid California Teaching Credential in the assigned subject area(s) and a valid English Learner authorization (e.g. CLAD, BCLAD).

Skills, Beliefs, and Mindset:

- Strong instructional and classroom management skills, as well as content expertise.
- Deep knowledge of effective evaluation and assessment techniques to drive student learning.
- Strong interpersonal, communication, and relationship-building skills with both children and adults.
- Passion for and commitment to the success of all Alliance students, and specifically to raising the academic achievement of children from high-poverty communities.
- Willingness to go above and beyond to contribute to the success of a dynamic team
- Flexible, optimistic, and comfortable with change and ambiguity.
- Ability to learn quickly, open to feedback and eager to develop professionally as a master educator.
- Entrepreneurial spirit to thrive in a fast-paced and achievement-oriented environment.
- Understanding of the nuances of urban school environments and school culture.

School Operations Manager (classified staff): Essential functions include, but are not limited to:

- Hires, manages, coaches, and develops school operations team members (including front office staff and vendors) to meet established goals and objectives
- Ensures all district, state and federal compliance requirements are completed on time
- Supports school audits and inspections from regulatory agencies and/or charter authorizers
- Collaborates with Alliance Home Office Operations Department to manage the implementation of and training on the school's operational procedures with all stakeholders to ensure efficient, effective, and compliant execution
- On-boards and manages payroll and time reporting for all school employees
- Oversees procurement and purchasing for the school including placing orders, inventorying items received, and handling returns/exchanges
- Manages cash receipts, deposits, and staff reimbursement forms. Ensures effective implementation of Alliance's financial policies and procedures
- Manages student recruitment strategy (i.e. lottery, waitlist management, and enrollment)
- Manages student information system and attendance reporting process; ensures accuracy and security of files and all information pertaining to students, parents, staff, and community
- Oversees the school nutrition program, including managing servers, coordinating with vendor, placing orders, ensuring compliance, conducting food safety audits, and ensuring the program's financial health
- Coordinates supervision of students during arrival, breakfast, nutrition, lunch and after school
- Manages school health, safety and compliance processes, including: administering trainings, coordinating drills and safety audits, assisting in emergency responses, and preparing/ submitting incident reports
- Acts as School Testing Coordinator for state testing assessments (as needed) and supports set-up and accounts maintenance for school
- Manages routine maintenance requests for school, ensuring maintenance, janitorial and pest control services are properly carried out; oversees the upkeep of the school's facilities and coordinates with Alliance Home Office team to implement school facility projects
- Manages school calendar and plans/coordinates logistics (including transportation) for school field trips, events, and activities such as: Back-to-School Night, Open House, parent conferences, recruitment/enrollment fairs, student orientations, graduation, staff celebrations
- Prepares correspondence, reports, bulletins, and memorandums in relation to assigned projects and may review and edit material prepared by others
- Maintains and distributes up-to-date parent/student and staff handbook
- Serves as the school's point person for special services including foster and homeless youth
- Participates in/leads cross-network school operations initiatives, pilots, and projects; promotes best practice sharing within and across schools
- Oversees other tasks or special projects as needed.

Requirements:

Education and Experience:

- Bachelor's degree from an accredited college/university or equivalent, relevant experience required. MBA or Masters in a related field preferred.

- Minimum two years of professional experience; four preferred with at least one year experience managing others and leading multiple large-scale projects.

Skills, Beliefs, and Mindset:

- Demonstrated management and leadership skills; ability to lead, influence, and hold others accountable to upholding high standards of operational excellence.
- Strong project and time management skills; ability to set priorities and manage multiple projects while meeting customer expectations.
- Strong analytical, critical thinking, and problem-solving skills; aptitude for proactively building systems.
- Strong customer service mindset with sense of humility; demonstrated sense of urgency and ability to make timely decisions.
- Acute attention to detail.
- Highly proficient in Microsoft Word, PowerPoint, Excel and Outlook and Google Apps.
- Ability to remain calm under pressure, especially in difficult conversations with parents/staff.
- Ability to treat sensitive issues with respect and empathy, and maintain confidentiality where required.
- Team player with demonstrated ability to successfully build trusting relationships with staff and stakeholders.
- Commitment to Alliance's mission and a passion for improving urban public education.
- Strong sense of integrity, ethics, and drive to achieve and grow.
- Spanish language fluency is a plus.

Office Manager (classified staff): Essential functions include, but are not limited to:

- Maintains a welcoming atmosphere in the school office for parents, students, staff, and visitors.
- Maintains employee time reporting and student attendance records.
- Responsible for school bookkeeping, equipment and textbook inventory systems.
- Develops and recommends procedures for the compilation, maintenance, and presentation of data and maintains data used to assist in the determination of school policies, procedures, and programs.
- Supervises the installation and maintenance of complex clerical procedures, including the preparation of instructions, dissemination of information, and functional supervision of the implementation of the procedures.
- Maintains clerical procedures, performance standards, office records, and related matters in order to advise the principal.
- Explains school policies and procedures and speaks for an administrator in personal and telephone contacts and meetings.
- Prepares correspondence, reports, bulletins, and memorandums in relation to assigned projects and may review and edit material prepared by others.
- Searches records and obtains information from other schools, offices and agencies.
- Acts as the office resource in technology-related matters.
- Performs related duties as assigned.

Requirements:

Education and Experience:

- BA or AA and/or 4-5 years applicable work experience is preferred.

Skills, Beliefs, and Mindset:

- Experience with Microsoft Office (ex. Word, Excel, PowerPoint) – advanced experience with Excel.
- Excellent interpersonal skills and demonstrated success building trusting relationships with teachers and school site administrators.
- Ability to set priorities and manage multiple projects simultaneously while meeting customer expectations.
- Strong customer service orientation, responding to customer needs in a timely manner
- Analytical and problem-solving skills.
- Strong oral and writing skills.
- Ability to learn quickly.
- Flexibility to adapt to constantly changing environments.
- Passion for improving urban public education and a willingness to make a long-term commitment to K-12 education.

Office Clerk (classified staff): Essential functions of office personnel include, but are not limited to:

- Receives calls and inquires, provides information, and makes proper referrals.
- Greets the public, guests and directs them to proper destinations.
- Processes incoming and outgoing mail.
- Prepares and maintains files.
- Photocopies correspondence, memos, reports, etc.
- Maintains adequate office supplies.
- Performs related duties as assigned.

Requirements:

Education and Experience:

- Completion of high school or the equivalent.
- 6-12 months of relevant experience.

Skills, Beliefs, and Mindset:

- Operate telephone equipment.
- Maintain accurate and orderly records.
- Develop and maintain effective working relationships.
- Friendly outgoing personality.
- Ability to multi-task and collaborate in a fast-paced environment.
- Proficient in Microsoft Suite, including Word, Excel, Outlook.
- Prior school office experience desired.
- Knowledge and familiarity of PowerSchool, Global Scholar Pinnacle, and TeleParent desired.
- Typing of 45+ words per minute.
- Bilingual, fluent English-Spanish speaker preferred.
- Belief in and alignment with Alliance's core beliefs and educational philosophy.
- Excellent communication skills, both verbal and written.

- Willingness to go above and beyond to contribute to the success of a dynamic team committed to a new future for urban education.

Alliance Chief Schools Officer: Employed by the Alliance, the CSO supervises and supports school leadership in implementing measurable and achievable goals focused on student academic growth.

Requirements

Education and Experience:

- Master's degree or higher from an accredited college or university is preferred.
- Minimum of 10 combined years of school administrative experience and leadership experience in a large educational organization or urban school system.
- Proven record of increasing student achievement and improving educator effectiveness.
- Expertise in leadership development, building effective teams, executive-level coaching, and ensuring professional growth for team members.
- Proven strategic planning and project management skills with the ability to translate strategies to action.

Skills, Beliefs, and Mindset:

- Comfort in and enthusiasm for using large amounts of data to drive decisions at multiple levels.
- Possess strong interpersonal skills, with the ability to develop strong relationships with a variety of stakeholders and constituent groups, including external partners.
- Superior communication skills with an ability to articulate a clear and compelling vision and lead others to implement it.
- Unyielding belief that all students can achieve at high levels.
- Belief in and alignment with Alliance's core beliefs and educational philosophy
- Entrepreneurial spirit to thrive in a fast-paced and achievement-oriented environment
- Willingness to go above and beyond to contribute to the success of a dynamic team committed to a new future for urban education
- Understanding of the nuances of urban school environments and school culture

Alliance Chief Financial Officer and Controller: Employed by the Alliance, the CFO and Controller set up the school financial system, school accounts for receipt of funds and work directly with the principal on managing and providing data for input into the system.

Requirements:

Education and Experience:

- Bachelor's degree in finance, accounting or a related field from an accredited college or university. A master's degree in business administration or a Certified Public Accountant desired.
- Five to seven years of financial experience and management experience with the day-to-day financial operations of an organization. Experience in a senior financial-management role, partnering with executive staff, resulting in the development and implementation of creative financial management strategies.

Skills, Beliefs, and Mindset:

- Generally accepted accounting practices, procedures and standards.
- Policy and procedure development techniques.
- Principles of cost/benefit analysis.
- Fiscal monitoring and control mechanisms.
- Functions of revenue, expenditures and collections.
- Not-for-profit accounting, including fund and grant accounting, compliance, and reporting.
- General office software, particularly the Microsoft Office Suite and MIP software (or other similar not-for-profit general ledger software) and use of databases.
- Federal, state, and local laws, codes, ordinances and regulations as they pertain to charter schools is a plus.
- Create and assess financial statements and budget documents.
- Demonstrate leadership ability, team management, and interpersonal skills.
- Demonstrate analytical and abstract reasoning skills, plus excellent organization skills
- Respond to all financial and accounting related inquiries, including requests from funding organizations, the School Board of Directors, local, state, and federal agencies.

Technology Assistant (classified staff): Essential functions include, but are not limited to:

- Work cooperatively with school staff and faculty in assisting and resolving user technical problems.
- Provide technical support to users regarding hardware, software, and network related problems.
- Provide hardware and software installation, configuration, maintenance, and upgrades to both computers (Windows & Mac) and networks (Windows).
- Document technical and network related problems.
- Prepare hardware, software, and procedural documentation.
- Maintain records and prepare reports related to equipment inventory, maintenance, installations, warranties and system defects.
- Assist administration in educating staff on usage of technology through regularly scheduled professional development.
- Participate in discussions involving vendors, suppliers and Alliance personnel regarding parts, equipment and program operations and new technology.
- Maintain current knowledge of technological advances in computers and peripheral equipment, software, operating systems, and networks.
- Collaborate with Director of Information Technology to ensure proper maintenance of hardware, software, and other technical equipment.
- Cross training with other technicians.
- Perform other related job duties as assigned.

Requirements:

Education and Experience

- A High School diploma is required. An Associate's Degree in computer science, information systems, or a related field from an accredited college or university is preferred.
- One to three years of experience in the maintenance, installation, configuration, upgrades of hardware, software, and operating systems of computers and local area networks.

Skills, Beliefs, and Mindset:

- Experience with Microsoft Office (ex. Word, Excel, PowerPoint), Mac OS, iOS, Windows OS, MacBooks, iPads and PC laptops.
- Excellent interpersonal skills and demonstrated success building trusting relationships with teachers and school site administrators.
- Ability to set priorities and manage multiple projects simultaneously while meeting customer expectations.
- Strong customer service orientation, responding to customer needs in a timely manner
- Analytical and problem-solving skills.
- Strong oral and writing skills.
- Ability to learn quickly.
- Experience with PowerSchool and *Illuminate* or equivalent assessment platform
- Flexibility to adapt to constantly changing environments.
- Passion for improving urban public education and a willingness to make a long-term commitment to K-12 education.

Parent Engagement Specialist (classified staff): Primary job duties include organizing the school's parent volunteer program to secure active and meaningful parent engagement at school and at home; educating parents to support learning and college-readiness; supporting recruitment and fundraising activities.

Essential functions include, but are not limited to:

- Plan, carryout, and evaluate parent engagement activities in partnership with school staff members and community partners
- Establish a regular workshop series and serve as the school's parent educator
- Identify and promote parent volunteer activities
- Create a welcoming school environment
- Establish and staff the school's parent center
- Refer families to school and/or community resources
- Train parent leaders to support charter advocacy activities
- Support school recruitment activities
- Support school fundraising activities
- Participate in professional development
- Satisfy reporting requirements
- Provide translation services when needed
- Perform related duties as assigned

Requirements:

Education and Experience:

- A Bachelor's Degree or currently enrolled as an undergraduate at an accredited college or university.
- 2 years of related experience.

Skills, Beliefs, and Mindset:

- Parent engagement strategies to support learning and college-readiness.
- K-12 instructional and assessment strategies.
- Competent oral and written English usage.
- Proficiency in Microsoft Office.
- Oral and written Spanish language usage preferred.

- Lead planning efforts and implement and evaluate parent engagement programming.
- Serve as the school's parent educator and facilitate educational workshops.
- Train parent leaders.
- Collaborate with school leaders, teachers, staff, parents and community members.
- Promote the school and recruit new students and families.
- Fundraise
- Speak in front of large groups of school and community stakeholders.
- Prepare annual reports.
- Record and maintain various written records.
- Follow verbal and written instructions

Instructional Assistants (classified staff): Essential functions include, but are not limited to:

- Works with individual students or small groups to reinforce learning material or skills introduced by the teacher.
- Operates and cares for equipment or instructional materials used in the classroom for instructional purposes.
- Helps student master equipment or instructional materials assigned by the teacher.
- Distributes and collects workbooks, papers, and/or instructional materials as directed by the teacher.
- Guides independent study, enrichment work, and remedial work as assigned by the teacher.
- Assists with the supervision of students during meals, emergency drills, assemblies, break periods, or field trips.
- Assists with the supervision of daily routines and schedules.
- Provides information and assistance to a substitute teacher should one be assigned.
- Participates in appropriate staff development as required to ensure professional growth.
- Participates in staff meetings as required by the job assignment.
- Performs other duties as assigned.

Requirements:

Education and Experience:

- Completion of at least 48 college semester units or 60 college quarter units. Associate's degree preferred
- 0-2 years of experience developing caring relationships with students in a school setting

Skills, Beliefs, and Mindset:

- Knowledge of appropriate and effective approaches to discipline.
- Knowledge of school objectives, policies and regulations.
- Ability to work with students and staff in maintaining a safe and welcoming school campus.
- Ability to establish and maintain cooperative relationships with all members of the school community.
- Follow verbal and written instructions.
- Ability to work cooperatively with others and maintain a positive attitude in the work environment.
- Ability to use good judgment in problem-solving and decision-making
- Use time productively.
- Ability to follow district policies and procedures.
- Ability to accept supervisory direction and desire to improve job skills.

- Ability to demonstrate tact, courtesy and helpfulness in dealing with staff, students, parents, and visitors to the school.
- Belief in and alignment with Alliance's core beliefs and educational philosophy.
- Excellent communication skills, both verbal and written.
- Willingness to go above and beyond to contribute to the success of a dynamic team committed to a new future for urban education.
- Belief in and alignment with Alliance's core beliefs and educational philosophy.
- Excellent communication skills, both verbal and written.
- Entrepreneurial spirit to thrive in a fast-paced and achievement-oriented environment.
- Strong interpersonal skills and ability to build and cultivate relationships with teachers, coaches, school leaders and other Alliance home office departments.
- Willingness to go above and beyond to contribute to the success of a dynamic team committed to a new future for urban education.
- Understanding of the nuances of urban school environments and school culture.

Campus Assistants (classified staff): Essential functions include, but are not limited to:

- Develops appropriate interpersonal relationships with students in order to earn their respect and cooperation in following directions and school rules.
- Assists in supervising student activity areas during the break and lunch periods.
- Assists in general supervision of the campus as directed by the principal.
- Communicates and enforces school policies and procedures regarding student behavior and discipline; reports incidents to administrators where appropriately.
- Intervenes to deter and modify inappropriate student behaviors of a relatively minor nature; reports serious infractions to administration for possible disciplinary action.
- Positively interacts with parents and other members of the school community.
- Performs related duties as assigned.

Requirements:

Education and Experience:

- High School Diploma or equivalent.
- 0-2 years of related experience.

Skills, Beliefs, and Mindset:

- Knowledge of appropriate and effective approaches to discipline.
- Knowledge of school objectives, policies and regulations.
- Work with students and staff in maintaining a safe and welcoming school campus.
- Establish and maintain cooperative relationships with all members of the school community.
- Follow verbal and written instructions.
- Belief in and alignment with Alliance's core beliefs and educational philosophy
- Excellent communication skills, both verbal and written.
- Willingness to go above and beyond to contribute to the success of a dynamic team committed to a new future for urban education.
- Belief in and alignment with Alliance's core beliefs and educational philosophy
- Excellent communication skills, both verbal and written.
- Entrepreneurial spirit to thrive in a fast-paced and achievement-oriented environment.
- Strong interpersonal skills and ability to build and cultivate relationships with teachers, coaches, school leaders and other Alliance home office departments.
- Willingness to go above and beyond to contribute to the success of a dynamic team committed to a new future for urban education.

- Understanding of the nuances of urban school environments and school culture.

Custodian (classified staff): Essential functions include, but are not limited to:

- Ensures classrooms, restrooms, and common areas are cleaned and maintained.
- Cleans, dusts, and wipes furniture; empties waste receptacles, replaces light bulbs.
- Sweeps, scrubs, mops, seals, waxes, and polishes floors and stairways.
- Cleans and sanitizes restrooms using established practices and procedures, and replenishes supplies.
- Vacuums and shampoos carpets, and strips, cleans, buffs and applies floor sealer and floor finish to hard surface floors.
- Washes windows.
- Secures the building in the evening.
- Performs small painting jobs and minor building, yard, and outdoor maintenance.
- Cleans lunch area daily.
- Arranges chairs and tables daily.
- Orders cleaning products and maintains stock.
- Cleans vents, light fixtures, walls, and ceilings.
- Assists with the setup of facilities for meetings, classrooms, conferences, events, etc.
- Uses and maintains assigned power equipment and hand tools; buffers, auto scrubbers, extractors, high pressure washers, high speed buffers and vacuums, brooms, mops, and squeegees for the cleaning and general maintenance of floors, walls, carpets, furniture, etc.
- Performs related duties as required.

Requirements:

Education and Experience:

- No requirement.

Skills, Beliefs, and Mindset:

- Ability to read, write and comprehend Basic English.
- Ability to operate floor polishers, buffers and shampooers.
- Belief in and alignment with Alliance's core beliefs and educational philosophy.
- Excellent communication skills, both verbal and written.
- Entrepreneurial spirit to thrive in a fast-paced and achievement-oriented environment.
- Strong interpersonal skills and ability to build and cultivate relationships with teachers, coaches, school leaders and other Alliance home office departments.
- Willingness to go above and beyond to contribute to the success of a dynamic team committed to a new future for urban education.
- Understanding of the nuances of urban school environments and school culture.

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 include the requirement that each employee of the charter school furnish it with a criminal record summary as described in Section 44237.” (Ed. Code § 47605(b)(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 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 AB 1432 (2014).

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.

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

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.

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 school site 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.

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, including but not limited to the requirements of SB 277 (2015), related to student immunization, health examination, and health screening, including but not limited to screening for vision, hearing, and scoliosis, to the same extent as would be required if the students were attending a non-charter public school. Charter School shall maintain student immunization, health examination, and health screening records on file.

SAFE PLACE TO LEARN ACT

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

SUICIDE PREVENTION POLICY

If Charter School serves students in grades 7-12, Charter School shall comply with the requirements of AB 2246 (2016), 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. Charter School shall provide the CSD with a copy of its pupil suicide prevention policy for review upon request.

Policies and Guidelines

Alliance school safety protocols and emergency plans are developed with the guidance of local law enforcement, school administration and Alliance in order to prepare for natural disasters and emergency situations (e.g., fire, earthquake, lockdown, terrorist threats, power outages). Each Alliance school has a comprehensive emergency preparedness plan that describes the safety procedures specific for the school. Training on the emergency plan is provided to all school staff members annually. All schools and classrooms are equipped with emergency supplies.

An evacuation map is posted in every classroom. Emergency drills (e.g., earthquake drills, fire drills, lockdown drills), are conducted throughout the school year so that all staff and students will be prepared should an emergency occur.

In addition, in order to provide for the safety of all students and staff, Gertz-Merkin has adopted and shall implement student health and safety guidelines and policies that are reviewed regularly with staff and that address the following:

- How the school will maintain campus safety;
- Emergency response (including natural disasters and emergencies, including fires and earthquakes;
- Child abuse identification and reporting as mandated by federal, state, and local agencies;
- CPR/first aid training in emergency response, including “first responder” training or its equivalent as appropriate;
- The administration of prescription drugs and other medicines;
- Blood borne pathogens;
- Immunization requirements that all enrolling students provide records documenting immunizations to the extent required for enrollment in non-charter public schools;
- Student health screenings for vision, hearing and scoliosis, as applicable under CA Ed Code section 49450 et seq.;
- The school is functioning as a drug, alcohol and tobacco-free workplace;
- Compliance with all health and safety laws and regulations that apply to non-charter public schools, including those regarding auxiliary services (e.g., food services, transportation) and those required by CAL/OSHA, the California Health and Safety Code, and EPA.

Facilities

Any facility utilized by Alliance will comply with state building codes, federal Americans with Disabilities Act (“ADA”) access requirements, and other applicable fire, health, and structural safety requirements. Alliance will maintain readily accessible records documenting compliance with the above referenced codes, acts, and requirements. Alliance will ensure that any facility utilized has an appropriate Certificate of Occupancy.

In addition, Charter School will adhere to the Establishment Clause of the First Amendment on separation of Church and State. Any lease arrangement with a church may not advance or inhibit religion, nor give rise to excessive government entanglement with religion.

Background/TB Clearances and Custodian of Records

Alliance's Vice President of Human Resources, Human Resources Director, and Human Resources Manager serve as the Custodian of Records per California Department of Justice requirements. The Alliance Human Resources department maintains all School employee records.

Health and Wellness

Gertz-Merkin is committed to establishing a positive school environment that promotes students' health, well-being, and ability to learn by supporting healthy eating and physical activity. The school participates in the National School Lunch Program (NSLP), a federally-assisted meal program operating in public and nonprofit private schools and residential child care institutions. The NSLP provides nutritionally balanced, low-cost or free lunches to children each school day. Gertz-Merkin and its food vendor comply with the federal and state regulations/requirements of the program.

ELEMENT 7: Means to Achieve Racial and Ethnic Balance

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

COURT-ORDERED INTEGRATION

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

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

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

Written Plan to Achieve and Maintain LAUSD Ethnic Balance Goal

- Distribute notification about enrollment opportunities at Gertz-Merkin to communities in Los Angeles Unified School District, including those that serve diverse populations.
- Publicize Gertz-Merkin through flyers, the Alliance website, the school website and notices to neighborhood schools and families about available openings.
- Target a diverse set of students throughout the student recruitment process in order to achieve and maintain the LAUSD ethnic balance goal upon enrollment.

Gertz-Merkin will make every effort to recruit students of various racial and ethnic groups to achieve a balance that is reflective of the general population residing within the territorial jurisdiction of LAUSD.

Schedule of Events

- School tours: October, December, February, April
- School information sessions: October – July
- Student orientation session: July – first week of August

Information sessions and school tours will be advertised on the school’s website and through direct mail to the parents of students who attend elementary, middle and high schools in the target community of West Adams, and using postcards and flyers (printed in English and

Spanish) distributed at local businesses and community organizations, youth organizations, social service providers, faith-based organizations, grocery stores, public libraries and other local schools. Information sessions will be conducted in English and in Spanish and held at different venues throughout the community.

Gertz-Merkin will conduct annual student orientation sessions in English and in Spanish prior to the opening of school. The typical schedule for this orientation session is one weekday and/or one Saturday in July or August.

Outreach Materials

Annual outreach will include:

- Posting banners in front of the school announcing, “now enrolling”
- Distributing printed flyers announcing major activities such as: the enrollment period, deadline for applications, dates and times of information sessions.
- Information sessions and school tours will include information on the school’s performance track record, the Alliance school mission, Alliance and school goals, what it means to be an Alliance school, school policies and procedures, and school calendar.

Gertz-Merkin will make every effort to recruit and maintain students of various racial and ethnic groups to achieve a balance that is reflective of the general population residing within the territorial jurisdiction of LAUSD by targeting enrollment and marketing efforts to surrounding communities. Information with regard to race and ethnicity of students is not, however, gathered until students have been enrolled.

ELEMENT 8: Admission Requirements

“Admission requirements, if applicable.” (Ed. Code § 47605(b)(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 is open to 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, 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.

In accordance with AB 699 enacted on October 4, 2017, the school's non-discrimination provision shall include immigration status.

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,

immigration status, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, 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.

Admission Requirements

Each student interested in enrolling at Gertz-Merkin must be a resident of California and submit an application form to the school. If the number of interested students exceeds the number of seats available by the application deadline, admittance shall be determined by a public random drawing.

Student Recruitment

The intent of Gertz-Merkin is to serve students living in and attending schools within a 4-mile radius of the campus. As such, the school's marketing efforts will be targeted to students residing in the community or attending schools in the community served, which includes primarily students within LAUSD.

Neighboring schools and communities targeted include, but are not limited to the areas served by the following schools:

- West Adams Preparatory High School
- Santee Education Complex
- Berendo Middle School
- Adams Middle School
- Clinton Middle School
- Liechty Middle School
- Norwood Elementary School
- Magnolia Avenue Elementary School
- Vermont Avenue Elementary School

Gertz-Merkin is committed to serving all students. As detailed in Element 7, the Outreach Plan includes targeted efforts to recruit all students, including students who are at risk of low achievement, economically disadvantaged students, and students with disabilities

Methods of recruiting students may include:

- Announcements mailed to families attending neighboring elementary, middle and high schools
- Marketing brochures and flyers (in English and Spanish) distributed throughout the local community
- Local newspaper announcements
- Open houses and information sessions at the school site
- Open House at the school site prior to the opening of school
- The use of English and Spanish collateral and materials.

Lottery Preferences and Procedures

Existing students are guaranteed admission in the following school year and are exempt from the public random drawing (lottery).

During the lottery, the following preferences shall be extended:

- Siblings currently attending Gertz-Merkin. (Siblings must share at least one biological parent or legal guardian.)
- Children of current Complex staff members not to exceed 10% of total enrollment.
- Students living within the boundaries of the Los Angeles Unified School District.

In an effort to keep families together, in situations where siblings apply to the Complex together and they do not have any other siblings currently attending Gertz-Merkin, if one of the children gains admission, he/she will automatically be considered a currently enrolled student and lottery preferences would apply.

Application Form

Each student interested in enrolling at an Alliance school must submit an application form to the school before the application deadline. There must be one application for each child. Applications received after the deadline shall be placed on the waitlist in the order they are received.

Open Enrollment Period

The open enrollment period for the upcoming school year will start at the beginning of October of the current school year and last until the lottery takes place (as needed), and no later than May 30. Parents/guardians of students who submitted applications and interested parties will be provided information about the timeline and procedures to be followed during the open enrollment and lottery process upon request. This information will be made available verbally, online and in print form.

Lottery Procedures

The lottery will be held on Gertz-Merkin's campus unless a larger venue is required. If needed, the lottery will take place on a weekday afternoon or evening or during the weekend to help ensure all interested parties can attend. The specific date, time and location will be determined one week following the application due date, and will be communicated to families and interested parties verbally or through written communications (e.g., text messages, emails, postings in school main office) as needed. Lottery procedures will be followed and related materials will be made available upon request. Interested parties are welcome to observe the random public drawing should one be necessary.

If the number of applicants exceeds the number of available seats on the application due date, a lottery will be hosted and the applicants will be randomly drawn to fill the available seats. The lottery will follow the school's lottery preferences. Applicants that are not accepted during the lottery will be placed on the waitlist in the order their names are drawn. All applications and a record of the order in which they are drawn will be kept on file at the Charter school. The Charter School may choose to conduct the lottery using an online enrollment system. The online enrollment system allows families to apply online and allows the school to run the lottery using a secure computer algorithm so that rules and lottery preferences are followed every time and families can be assured of an equitable process.

After the acceptance list is set, a waitlist shall be created and maintained. Should vacancies occur, admission will be offered to applicants on the waitlist in the order their names appear. The school can utilize the online enrollment system to manage the waitlist to ensure seats are offered to students in the order they appear on the waitlist.

Communication

The acceptance and waitlists will be made available following the lottery (if needed) and upon request. Parents/guardians of applicants on the enrollment list and waitlist will be contacted by designated school office staff via phone and/or in writing. Multiple communications on different days will be attempted. Communication attempts will be logged by school staff.

Parents/guardians of applicants will have 10 school days from initial contact to respond to the designated contact person. The parents can respond via phone, in writing or by accepting the seat through the online enrollment system. If parents do not respond within the timeline, the applicant will be removed from the waitlist and the next applicant's parents/guardians on the waitlist will be contacted.

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(b)(5)(l).)

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)(5)(l) 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

As per the Administrative Services Agreement with the Alliance College-Ready Public Schools, the Chief Financial Officer, in coordination with the Alliance Audit Committee, is responsible for the selection of a qualified independent auditor to conduct the required annual financial audit. The auditor is retained by the Alliance accounting team, led by its Controller and Chief Financial Officer, to coordinate the completion of an annual audit of the school’s financial books and records.

The selection process will include confirmation that any recommended firm be on the State Controller’s list of approved auditors to conduct charter school audits. The Charter School Board of Directors considers a resolution annually providing the Alliance Audit Committee the authority to select the financial auditor. This audit will be conducted in accordance with the applicable Generally Accepted Accounting Principles. To the extent required by law, the scope of this audit will be expanded to include any relevant items or processes identified by the Office Management and Budget such as Circular A-133. All audit services are handled centrally by the Alliance Accounting Team, as per the school’s Administrative Services Agreement with the Alliance.

Any deficiencies, findings, material weaknesses, or audit exceptions are reported to Alliance Audit Committee. The Alliance Accounting Team, led by its Controller, will work with the school's leadership and the Charter School Board of Directors, to immediately develop and implement a corrective action plan. Any such exception, as well as the corrective action plan, will be reviewed at the December Charter School Board of Directors meeting.

The Controller ensures that the auditor sends the completed audit to the required agencies by the statutory deadline. As per relevant requirements, the school's audit is submitted to the State Controller, County Office of Education, California Department of Education and LAUSD.

As outlined in prior sections, the Alliance provides specific back-office services to the school, including budgeting/forecasting, accounts set up (insurance, benefits, attendance tracking), payroll, compliance, required reporting, service vendor contract negotiations and management, and purchasing. The Alliance also provides oversight and monitors adherence by the School Board of Directors to the charter process and any applicable law. The Alliance maintains separate financial records for Charter School and assures that all accounting complies with generally accepted accounting principles.

ELEMENT 10: Suspension and Expulsion Procedures

“The procedures by which pupils can be suspended or expelled.” (Ed. Code § 47605(b)(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, as required by the Modified Consent Decree. 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.

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 and the MCD, 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, 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.

Involuntary Removal – General Provisions

No student shall be involuntarily removed (i.e., disenrolled, dismissed, transferred, or terminated) 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 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. For all involuntary removals, including dismissals for non-disciplinary reasons, parents must be informed of their right to a hearing before the effective date of the removal. If the student's parent or guardian initiates the hearing procedures, the student must remain enrolled until the charter school issues a final decision.

As further described later in Element 10, for involuntary removals for disciplinary reasons, the Charter School shall follow the following procedures:

- For suspensions of fewer than 10 days, the Charter School will 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 his or her side of the story.
- For suspensions of 10 days or more, the Charter School will provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights. Additionally, the Charter School will provide a hearing adjudicated by a neutral panel. The pupil and pupil's parent/guardian shall be notified 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.

School Climate and Student Discipline System

Suspensions & Expulsion Data

13-14		14-15		15-16		16-17	
Suspension	Expulsion	Suspension	Expulsion	Suspension	Expulsion	Suspension	Expulsion
7.5%	0	1.8%	0	0.9%	0	0.2%	0

The Student Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well-being of all students at Gertz-Merkin. Although the Charter School is exempt from Education Code section 48900 et seq., the policy, procedures and grounds for suspension/expulsion are based on Education Code 48900 et seq. As required by the Modified Consent Decree (MCD), Alliance schools also follow the District's Discipline Foundation Policy, including the school-wide positive behavior supports, alternatives to suspension (e.g., behavioral contracts, student detention, parent conferences, counseling), and restorative justice. At the beginning of each school year, the principal or administrative designee (e.g., assistant principal, dean of students) will provide professional development to school staff in order to communicate and model the school's discipline policy to the school community. The focus of the training will be around ensuring school practices are consistently applied and may address topics such as: school-wide behavior expectations, the school's philosophy around positive behavioral intervention & supports and/or restorative justice, and procedures for addressing student behavior issues in classrooms. Throughout the school year, administrators and staff will regularly review school-wide and subgroup discipline data to identify areas to improve upon its practices and provide additional training and support as needed to prevent and mitigate the need for future disciplinary measures.

Gertz-Merkin develops, maintains, and implements a comprehensive student discipline policy. The discipline policy is not biased or discriminatory, and follows the principles of due process. In the case of a student who has an IEP, or a student who has a 504 Plan, the school will ensure that it follows the correct disciplinary procedures to comply with the mandates of applicable state and federal laws.

By signing the school's Parent-Student Handbook, students and parents acknowledge their understanding of and their responsibility to the standards set forth in the discipline policy. The discipline policy will define student responsibilities, unacceptable behavior, and the consequences for noncompliance.

Code of Conduct

Student responsibilities include, but are not limited to:

- Following all rules of behavior and conduct set by the classroom teacher and contained within this policy.
- Respecting fellow students and school personnel.
- Attending classes regularly and on time.
- Completing all assigned work (to the best of the student's ability).
- Being prepared for class (bringing materials such as books, homework, etc.).
- Participating in all assessment measures (e.g., tests).
- Respecting the property of the school and others.
- Keeping the campus clean.

- Wearing the school uniform. One school uniform shall be provided to each student per school year at no cost.

Gertz-Merkin believes in a student discipline philosophy that is progressive in nature, but also emphasizes positive behavior supports to provide students with opportunities to improve. These include, but are not limited to: positive recognition, restorative practices (e.g., restorative circles, mediation, regular conferencing), increased family and community collaboration, acknowledgement and reinforcement of appropriate behavior, clear definition of expectations, team-based implementation, and data-based decision making. The school will have access to a student discipline dashboard to track and monitor student suspensions and expulsions on a regular basis.

Students who violate the school rules are subject to, but not limited to the following progressive actions:

- Verbal warning
- Phone call to parent/guardian
- Loss of privileges (e.g. attending afterschool activities, interscholastic sports, special non-instructional activities held during the school day, one-to-one assigned technology)
- Detention
- Conference with student and parent/guardian
- Suspension
- Expulsion

Grounds for Suspension and Expulsion

Gertz-Merkin has adopted the *Los Angeles Unified School District Suspension and Expulsion Matrix* as identified below. As such, a student may be suspended or expelled for prohibited misconduct, as outlined in the matrix, if the act occurs:

- 1) While on school grounds,
- 2) While going to or coming from school,
- 3) During the lunch period whether on or off the school campus,
- 4) During, or while going to or coming from, a school-sponsored activity.

Suspended students and students in in-school suspension shall be excluded from participating in all school and school-related activities unless otherwise agreed upon by the principal or administrative designee (e.g., assistant principal, dean of students) and the parent/guardian during the period of suspension. The maximum number of days for out-of-school or in-school suspensions will not exceed five (5) school days per incident and ten (10) school days in one academic year for students with Individualized Education Programs (IEPs).

Expelled students shall be excluded from participating in all school and school-related activities.

LAUSD Suspension and Expulsion Matrix

Category I Student Offenses with No Principal Discretion (except as otherwise precluded by law)	Category II* Student Offenses with Limited Principal Discretion	Category III* Student Offenses with Broad Principal Discretion
Principal shall immediately suspend and recommend expulsion when the following occur <u>at school or at a school activity off campus</u> . [E.C. 48915(c)]	Principal must recommend expulsion when the following occur <u>at school or at a school activity off campus</u> unless the principal determines that the expulsion is inappropriate. [E.C. 48915(a)(1)]	Principal may recommend expulsion when the following occur at any time, including, but not limited to, <u>while on school grounds; while going to or coming from school; during the lunch period, whether on or off the campus; or during, or while going to or coming from, a school-sponsored activity</u> . [E.C. 48915(b) and (e)]
1. Possessing, selling, or furnishing a firearm. E.C. 48915(c)(1); 48900(b)	1. Causing serious physical injury to another person, except in self-defense. E.C. 48915(a)(1)(A); 48900(a)(1), maybe also 48900(a)(2)	1. Caused, attempted to cause, or threatened to cause physical injury to another person. (Unless, in the case of "caused," the injury is serious. [See II.1]) E.C. 48900(a)(1); 48915(b) 2. First offense of possession of marijuana of not more than one ounce, or alcohol. E.C. 48900(c); 48915(b) 3. Sold, furnished, or offered a substitute substance represented as a controlled substance. E.C. 48900(d); 48915(b)
2. Brandishing a knife at another person. E.C. 48915(c)(2); 48900(a)(1) and 48900(b)	2. Possession of any knife, explosive, or other dangerous object of no reasonable use to the pupil. E.C. 48915(a)(1)(B); 48900(b)	4. Caused or attempted to cause damage to school or private property. E.C. 48900(f); 48915(e) 5. Stole or attempted to steal school or private property. E.C. 48900(g); 48915(e) 6. Possessed or used tobacco. E.C. 48900(h); 48915(e) 7. Committed an obscene act or engaged in habitual profanity or vulgarity. E.C. 48900(i); 48915(e)
3. Unlawfully selling a controlled substance. E.C. 48915(c)(3); 48900(c)	3. Unlawful possession of any controlled substance (except for the first offense of no more than an ounce of marijuana, and over-the-counter and prescribed medication) E.C. 48915(a)(1)(C); 48900(c)	8. Possessed, offered, arranged, or negotiated to sell any drug paraphernalia. E.C. 48900(j); 48915(e) 9. Disrupted school activities (school-wide activities; issued only by an administrator) E.C. 48900(k); 48915(e) 10. Knowingly received stolen school or private property. E.C. 48900(l); 48915(e) 11. Possessed an imitation firearm. E.C. 48900(m); 48915(e) 12. Engaged in harassment, threats, or intimidation against a pupil or group of pupils or school district personnel. E.C. 48900.4**; 48915(e)
4. Committing or attempting to commit a sexual assault or committing a sexual battery (as defined in 48900(n)). E.C. 48915(c)(4); 48900(n)	4. Robbery or extortion. E.C. 48915(a)(1)(D); 48900(e)	13. Engaged in sexual harassment. E.C. 48900.2**; 48915(e) 14. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence. E.C. 48900.3**; 48915(e) 15. Made terrorist threats against school officials or school property, or both. E.C. 48900.7; 48915(e) 16. Willfully used force or violence upon the person of another, except in self-defense. E.C. 48900(a)(2); 48915(b)
5. Possession of an explosive E.C. 48915(c)(5); 48900 (b)	5. Assault or battery upon any school employee. E.C. 48915(a)(1)(E); 48900(a)(1) and 48900(a)(2)	17. Harassed, threatened, or intimidated a pupil who is a complaining witness or witness in a disciplinary action. E.C. 48900(o); 48915(e) 18. Any behavior listed in Category I or II that is related to school activity or school attendance but that did not occur on campus or at a school activity off campus. E.C. 48915(b) 19. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma. E.C. 48900(p); 48915(e) 20. Engaged in, or attempted to engage in, hazing. E.C. 48900(q); 48915(e) 21. Engaged in an act of bullying, including, but not limited to, bullying committed by means of electronic act directed specifically toward a pupil or school personnel. E.C. 48900(r); 48915(e) 22. Aided or abetted the infliction of physical injury to another person (suspension only). E.C. 48900(t); 48915(e)

* For Categories II and III, the school must provide evidence of one or both of the following **additional findings**: (1) Other means of correction are not feasible or have repeatedly failed to bring about proper conduct, (2) Due to the nature of the act, the student's presence causes a continuing danger to the physical safety of the pupil or others.

** Grades 4 through 12 inclusive.

Source: Los Angeles Unified School District Student Discipline & Expulsion Support Unit (August 14, 2014)

As used in this section, "school property" includes, but is not limited to, electronic files and databases.

The offenses noted above are annotated excerpts from Education Code Section 48900. The school will use the above referenced grounds and procedures in determining suspension and expulsion.

Not Grounds for Suspension/Expulsion

Gertz-Merkin's policy prohibits suspension and expulsion from being used as corrective measures in response to student misconduct of willful defiance as described in Education Code section 48900(k).

Suspension Procedures

Rules and Procedures

The process for investigating incidents and collecting evidence for suspensions and expulsions will be fair and thorough. Suspension is preceded by a conference conducted by the principal or administrative designee (e.g., assistant principal, dean of students) with the student and the student's parent/guardian. The conference may be omitted if the administrative staff determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or school personnel. If the student is suspended without a conference, the parent/guardian is notified of the suspension, a request for a

conference is to be made as soon as possible, and the conference is to be held as soon as possible.

In-school suspensions will be served in either the school's main office or in an open classroom and will be supervised by a credentialed staff member. During in-school suspensions, the student's teachers will provide coursework to be completed in the in-school suspension setting.

Notice to Parents/Guardians

At the time of suspension (both out-of-school and in-school), the principal or administrative designee will contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense(s) committed by the student. In addition, the notice shall also state the date and time the student may return to school. The principal or administrative designee (e.g. assistant principal, dean of students) shall request to confer with the parent/guardian regarding matters pertinent to the suspension; parents/guardians are strongly encouraged to respond without delay as student violations of school rules may result in student expulsion from the school.

Length of Suspension

Suspensions (both out-of-school and in-school), when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Students with IEPs shall not be suspended for more than a total of ten (10) school days in a school year unless a suspension has been extended pending an expulsion hearing. During the term of the suspension, Gertz-Merkin shall provide the student with meaningful access to education. Missed assignments can be accessed virtually through class websites or arranged for pick-up or delivery with the parent/guardian. The student shall also be given the opportunity to take make-up tests if they were missed during the term of the suspension.

Upon a recommendation of expulsion by the principal or administrative designee, the pupil and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. This determination will be made by the principal or administrative designee upon either of the following: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing. Students who receive an extended suspension may be offered an interim placement at another LAUSD school, another Alliance school, or coursework from the attending school. Students shall not be suspended for more than a total of twenty (20) school days in a school year, unless a suspension has been extended pending an expulsion hearing.

Suspension Appeals

The suspension of a student is at the discretion of the principal or administrative designee. Parents/guardians shall be notified in advance of the enactment of the suspension and can appeal a student's suspension. A suspension appeal shall be submitted in writing to the Alliance Home Office Chief Schools Officer, and shall be heard if requested within five (5) school days of the notification of suspension by the principal or administrative designee. Upon consideration of the evidence presented in the appeal, the Chief Schools Officer's decision shall be final. The student shall be considered suspended until a meeting is convened to hear the appeal. The decision regarding the appeal will be made within one (1) school day of the appeal hearing. Parents/guardians will be notified of the decision in writing within three (3) school days. For

students who are recommended for expulsion, any appeal of the suspension will be considered concurrently with the expulsion process.

Expulsion Procedures

Rules and Procedures

The process for investigating incidents and collecting evidence for suspensions and expulsions will be fair and thorough. Upon a recommendation of expulsion by the principal or administrative designee, the pupil and the pupil's parent/guardian or representative will be invited, by letter or by phone, to a pre-expulsion conference within five (5) school days. During the conference, they will have the right to respond to the allegation. If necessary, they will be given three (3) additional school days after the conference to respond. This conference will also provide an opportunity to determine if the suspension for the pupil should be extended pending an expulsion hearing. This determination will be made by the principal or administrative designee.

Authority to Expel

A student may be expelled by a three (3) member panel, known as the Expulsion Panel that is designated by the Gertz-Merkin School Board of Directors ("School Board"). The Expulsion Panel shall be selected by the Board Chair and will consist of Alliance College-Ready Public Schools and Alliance's affiliated schools' staff. The members of the Expulsion Panel shall meet the following criteria:

- 1) The members shall have no knowledge or previous familiarity of the student or situation, and
- 2) The members are not school employees.

Expulsion Hearing

A hearing to determine whether the student should be expelled is required for recommendation for expulsion. The hearing shall be held within 30 school days after the principal makes his/her expulsion recommendation. The hearing shall be presided over by the Expulsion Panel described above.

The principal or administrative designee provides written notice of the hearing to the student and the student's parent/guardian within ten (10) calendar days before the date of the hearing. The notice will include information regarding reasonable accommodations and language support, presentation and cross-examination of witnesses and other evidence, representation by counsel or other advocates, and other due process protections and rights. As necessary, the notice will also provide special rules and procedures for incidents involving sexual assault and/or battery (e.g., provide complaining witness with a copy of applicable disciplinary rules and advisement of rights, postponement of expulsion hearing for one school day to accommodate the special physical, mental and emotional needs of complaining witness, provide a nonthreatening environment for complaining witness to speak freely and accurately of his/her experiences, breaks during testimony as needed, advisement of complaining witness and accused pupil to refrain from personal or telephonic contact). The documentary evidence packet shall be made available to the student and/or parents/guardians upon request.

An audio recording of the hearing and proceedings will be created and retained.

Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A determination by the 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 Expulsion Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. The decision of the panel to expel must be supported by substantial evidence presented at the hearing that the student committed an expellable offense. Also, in accordance to the LAUSD Suspension and Expulsion Matrix, for Category II and II offenses, the school must provide evidence of one or both of the following additional findings: (1) Other means of correction are not feasible or have repeatedly failed to bring about proper conduct, (2) Due to the nature of the act, the student's presence causes a continuing danger to the physical safety of the pupil or others.

The decision of the Expulsion Panel shall be in the form of written findings of fact. The final decision by the panel shall be made within three (3) school days following the conclusion of the hearing.

If the Expulsion Panel decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program or be given the opportunity to transfer to another Alliance school with mutual agreement of the parent and the other Alliance school.

Written Notice to Expel

Following a decision of the Expulsion Panel to expel, the principal or administrative designee shall send to the student and parent/guardian written notice of the decision to expel. This notice will include the findings of fact, recommendations, referral to alternative placement, recommended rehabilitation plan, recommended expulsion order and appeal procedures. This notice to expel a student will be sent by certified U.S. mail.

Appeal of Expulsion

An expulsion decision may be appealed within 30 calendar days of the date of the Expulsion Panel's written decision to expel. The parent/guardian must submit the appeal in writing to the principal who will inform the School Board Chair. An Expulsion Appeal Panel shall be convened within 30 school days of receipt of the written appeal, at which time the student's parent/guardian must attend to present his/her appeal either verbally or in writing. Language support shall be provided upon request. The Expulsion Appeal Panel shall have three (3) members. The panel shall be selected by the School Board Chair. Panel members shall not be school employees (they may be Alliance Home Office employees or staff members from other Alliance schools), shall have no familiarity of the incident or student, and shall not be the same individuals that served on the Expulsion Panel. The scope of review of the panel shall be limited to whether there is relevant and material evidence which, in the exercise of reasonable diligence, could not have been produced or which was improperly excluded at the expulsion hearing. The decision of the Expulsion Appeal Panel shall be final. Parents will be notified of the Expulsion Appeal Panel's decision, in writing, within two (2) school days of the hearing. In the event that Expulsion Appeal Panel reverses the expulsion, the student shall be immediately reinstated.

Alternative Placement

In the event of a decision to expel a student, the school will work cooperatively with student's home school district, the county and/or other schools to find alternative placement for the student.

Rehabilitation Plans

Pupils who are expelled from an Alliance school shall be given a rehabilitation plan upon expulsion as developed by the Expulsion 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. The rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the pupil may reapply to the Alliance school for readmission.

Readmission

The school shall receive the documentary evidence from parents/guardians or LAUSD as per the student's rehabilitation plan in the findings of fact. This evidence will be reviewed to determine if the plan's requirements have been met to allow for readmission. Upon completion of the readmission process and pending the availability of open seats, the school shall readmit the pupil, unless the school's principal 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 school, including any related findings, must be provided to the pupil and the pupil's parent/guardian within a reasonable time.

Reinstatement

Upon completion of the readmission process and a determination that the student has met the terms of the rehabilitation plan, the school shall reinstate the student upon the conclusion of the expulsion period in a timely manner pending the availability of open seats.

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(b)(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.

Retirement Benefits

CalSTRS and CalPERS contributions are reported through the Los Angeles County Office of Education (LACOE). The Charter School will continue its participation (under its existing County-District-School (CDS) code) in these programs for the duration of its existence and operation.

STRS - All certificated employees who are eligible participate in the State Teachers Retirement System (CalSTRS). Eligible certificated employees deposit a percentage of their pre-tax creditable earnings in CalSTRS and the School matches this contribution. As of 7/01/2017, certificated employees contribute 9.205% (if subject to PEPPRA) or 10.25% (if not subject to PEPPRA) and Gertz-Merkin contributes 14.43%. All withholdings from employees and the Charter School are forwarded to the STRS Fund as required. Employees accumulate service credit years in the same manner as all other members of STRS.

PERS - All classified employees who are eligible participate in the Public Employees Retirement System (CalPERS). Eligible classified employees deposit a percentage of their pre-tax creditable earnings in CalPERS and that the School matches this contribution. As of 7/01/2017, employees contribute 6% (if subject to PEPPRA) or 7% (if not subject to PEPPRA) and Gertz-Merkin contributes 16.60%. All withholdings from employees and the charter school are forwarded to the PERS Fund as required. Employees accumulate service credit years in the same manner as all other members of PERS. Social Security payments are contributed for all qualifying PERS members.

OASDI, PARS and Others - Gertz-Merkin participates in Old Age Survivor Disability Insurance (OASDI) for non-PERS/STRS eligible part-time employees. The Gertz-Merkin School Board of Directors retains the option to consider any other public or private retirement plans, such as the Public Agency Retirement System (PARS), and to coordinate such participation with existing programs as it deems appropriate.

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(b)(5)(L).)

Pupils of Charter School do not have or gain any right to admission in a particular school of any school district, or program of any school district, as a consequence of applying to or enrolling in Charter School, except to the extent that such a right is extended by the school district.

A pupil who chooses not to attend Charter School may attend a public school within the pupil's school district of residence in accordance with applicable law and that school district's policies and procedures. The pupil alternatively may seek to enroll in another charter school in accordance with applicable law and the terms of the school's charter. If LAUSD is the pupil's school district of residence, an eligible pupil may pursue an inter-district transfer, if available, in accordance with the admission, enrollment, and transfer policies and procedures of the District, as they may change from time to time.

As a public charter school authorized to operate within the boundaries of the Los Angeles Unified School District, Alliance Gertz-Ressler Richard Merkin 6-12 provides a quality alternative to attending District schools. Students may choose to attend other public schools in the district of residence or pursue an inter-district transfer in accordance with existing enrollment and transfer policies of LAUSD.

Alliance Gertz-Ressler Richard Merkin 6-12 Complex is a school of choice; no student is required to attend. This information is communicated to families through informational meetings.

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(b)(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(b)(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 §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
Alliance Gertz-Ressler Richard Merkin 6-12 Complex
2023 South Union Avenue
Los Angeles, CA 90007

- 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
Alliance Gertz-Ressler Richard Merkin 6-12 Complex
2023 South Union Avenue
Los Angeles, CA 90007

- 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(b)(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(d) 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 AB 97, charter schools may be identified for assistance based on state evaluation rubrics and be subject to revocation pursuant to Education Code section 47607.3.

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(i)) 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(j)(1) and 47607(f), 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 School Closure Requirements and Recommendations

(Revised 08/2009)” posted on the California Department of Education website. All references to “Charter School” apply to Charter School, including its nonprofit corporation and governing board.

Designation of Responsible Person(s) and Funding of Closure

Prior to or at the time of the taking of a Closure Action by either the governing board of Charter School or the LAUSD Board of Education, the governing board of Charter School shall designate a person or persons responsible for conducting and overseeing all closure-related procedures and activities, and allocate sufficient funding for, or otherwise determine how Charter School will fund, these activities.

Notification of Closure Action

Upon the taking of a Closure Action, Charter School shall send written notice of its closure to:

1. The LAUSD Charter Schools Division (CSD). Charter School shall provide the CSD with written notice of (1) the person(s) designated to be responsible for conducting and overseeing all closure activities, and (2) the source, location, and management of the funding for such activities. If the Closure Action is an act of Charter School, Charter School shall provide the CSD with a copy of the governing board resolution or minutes that documents its Closure Action.
2. Parents/guardians of all students, and all majority age and emancipated minor students, currently enrolled in Charter School within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written parent notification to the CSD.
3. Los Angeles County Office of Education (LACOE). Charter School shall send written notification of the Closure Action to LACOE by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to the CSD.
4. The Special Education Local Plan Area (SELPA) in which Charter School participates. Charter School shall send written notification of the Closure Action to the SELPA in which Charter School participates by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to the CSD.
5. The retirement systems in which Charter School’s employees participate. Within fourteen (14) calendar days of the Closure Action, Charter School shall notify, as applicable, the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), the Social Security Administration, and the Los Angeles County Office of Education of the Closure Action, and follow their respective procedures for dissolving contracts and reporting. Charter School shall provide a copy of these notifications and correspondence to the CSD.
6. The California Department of Education (CDE). Charter School shall send written notification of the Closure Action to the CDE by registered mail within 72 hours of the Closure Action. Charter School shall provide a copy of this notification to the CSD.
7. Any school district that may be responsible for providing education services to the former students of Charter School. Charter School shall send written notification of the Closure Action within 72 hours of the Closure Action. This notice must include a list of potentially returning students and their home schools based on student residence. Charter School shall provide a copy of these notifications, if any, to the CSD.

8. All Charter School employees and vendors within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written employee and vendor notification, with any attachments, to the CSD.

Notification of all the parties above, with the exception of employees and vendors, must include but is not limited to the following information:

1. The effective date of the closure of Charter School
2. The name(s) and contact information for the person(s) handling inquiries regarding the closure
3. The students' school districts of residence
4. How parents/guardians of all students, and all majority age and emancipated minor students, may obtain copies of student records and transcripts, including specific information on completed courses and credits that meet graduation requirements

In addition to the four required items above, notification of the CDE shall also include:

1. A description of the circumstances of the closure
2. The location of student and personnel records

In addition to the four required items above, notification of parents/guardians of all students, and all majority age and emancipated minor students, shall also include:

1. Information on how to enroll or transfer the student to an appropriate school
2. A certified packet of student information that includes closure notice, a copy of the student's cumulative record and other records, including but not limited to grade reports, discipline records, immunization records, completed coursework, credits that meet graduation requirements, a transcript, and state testing results
3. Information on student completion of college entrance requirements, for all high school students affected by the closure

Notification of employees and vendors shall include:

1. The effective date of the closure of Charter School
2. The name(s) and contact information for the person(s) handling inquiries regarding the closure
3. The date and manner, which shall be no later than 30 days from the effective date of the closure of Charter School, by which Charter School shall provide employees with written verification of employment

Within 30 calendar days of the effective date of closure, Charter School shall provide all employees with written verification of employment. Charter School shall send copies of all such employee verification letters to the CSD.

Records Retention and Transfer

Charter School shall comply with all applicable laws as well as District policies and procedures, as they may change from time to time, regarding the transfer and maintenance of Charter School records, including student records. These requirements include:

1. Charter School shall provide the District with all original student cumulative files and behavior records, pursuant to District policy and applicable District handbook(s) regarding cumulative records for secondary and elementary schools, for all students, both active and inactive, of Charter School. Transfer of the complete and organized original student records to the District, in accordance with District procedures applicable at the time of closure, shall occur within seven (7) calendar days of the effective date of closure.
2. Charter School's process for transferring copies of student records to receiving schools shall be in accordance with applicable law and LAUSD procedures for students moving from one school to another.
3. Charter School shall prepare and provide an electronic master list of all students to the Charter Schools Division in accordance with the District procedures applicable at the time of closure. This list shall include the student's identification number, Statewide Student Identifier (SSID), birthdate, grade, full name, address, home school/school district, enrollment date, exit code, exit date, parent/guardian name(s), and phone number(s). If the Charter School closure occurs before the end of the school year, the list also shall indicate the name of the school to which each student is transferring, if known. This electronic master list shall be delivered to the CSD in the form of a CD or otherwise in accordance with District procedures.
4. Charter School must organize the original cumulative files for delivery to the District in two categories: active students and inactive students. Charter School will coordinate with the CSD for the delivery and/or pickup of student records.
5. Charter School must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.
6. Charter School must provide to the CSD a copy of student attendance records, teacher gradebooks, and Title I records (if applicable).
7. Charter School must provide to the CSD the name, title, and contact information of the person designated to maintain all Charter School personnel records after the closure. Personnel records to be transferred to and maintained by the designee must include any and all employee records, including but not limited to, records related to performance and grievance. Charter School must provide to the CSD and the designee a list of all active and inactive employees and their periods of service. Both Charter School and the designee, individually and separately, shall inform the CSD immediately upon the transfer of Charter School's employee records to the designee.
8. Charter School shall ensure that all records are boxed and clearly labeled by classification of documents and the required duration of storage in accordance with District procedures.
9. Charter School shall provide to the responsible person(s) designated by the governing board of Charter School to conduct all closure-related activities a list of students in each

grade level and, for each student, a list of classes completed and the student's district of residence.

Financial Close-Out

After receiving notification of closure, the California Department of Education (CDE) will notify Charter School and the authorizing entity of any liabilities Charter School owes the state, which may include overpayment of apportionments, unpaid revolving fund loans or grants, and/or similar liabilities. The CDE may ask the county office of education to conduct an audit of the charter school if it has reason to believe that the school received state funding for which it was not eligible.

Charter School shall ensure completion of an independent final audit within six months after the closure of Charter School that includes:

1. An accounting of all financial assets. These may include cash and accounts receivable and an inventory of property, equipment, and other items of material value.
2. An accounting of all liabilities. These may include accounts payable or reduction in apportionments due to loans, unpaid staff compensation, audit findings, or other investigations.
3. An assessment of the disposition of any restricted funds received by or due to Charter School.

This audit may serve as Charter School's annual audit if it meets all of the requirements of the annual audit.

Charter School shall pay for the financial closeout audit of Charter School. This audit will be conducted by a neutral, independent licensed CPA who will employ generally accepted accounting principles. Any liability or debt incurred by Charter School will be the responsibility of Charter School and not LAUSD. Charter School understands and acknowledges that Charter School will cover the outstanding debts or liabilities of Charter School. Any unused monies at the time of the audit will be returned to the appropriate funding source. Charter School understands and acknowledges that only unrestricted funds will be used to pay creditors. Any unused AB 602 funds will be returned to the District SELPA or the SELPA in which Charter School participates, and other categorical funds will be returned to the source of funds.

Charter School shall ensure the completion and filing of any annual reports required. These reports include but are not necessarily limited to:

1. Preliminary budgets
2. Interim financial reports
3. Second interim financial reports
4. Final unaudited reports

These reports must be submitted to the CDE and the authorizing entity in the form required. These reports should be submitted as soon as possible after the Closure Action, but no later than the required deadline for reporting for the fiscal year.

For apportionment of categorical programs, the CDE will count the prior year average daily attendance (ADA) or enrollment data of the closed Charter School with the data of the authorizing entity. This practice will occur in the first year after the closure and will continue until CDE data collection processes reflect ADA or enrollment adjustments for all affected LEAs due to the charter closure.

Disposition of Liabilities and Assets

The closeout audit must identify the disposition of all liabilities of Charter School. Charter School closure procedures must also ensure appropriate disposal, in accordance with the District Required Language provisions in Element 11 of this Charter, Charter School's governing board bylaws, fiscal procedures, and any other applicable laws and regulations, of any net assets remaining after all liabilities of Charter School have been paid or otherwise addressed. Such disposal includes, but is not limited to:

1. Charter School, at its cost and expense, shall return to the District any and all property, furniture, equipment, supplies, and other assets provided to Charter School by or on behalf of the District. The District discloses that the California Education Code sets forth the requirements for the disposition of the District's personal property and Charter School shall bear responsibility and liability for any disposition in violation of statutory requirements.
2. The return of any donated materials and property in accordance with any terms and conditions set when the donations were accepted.
3. The return of any grant and restricted categorical funds to their sources according to the terms of the grant or state and federal law.
4. The submission of final expenditure reports for any entitlement grants and the filing of Final Expenditure Reports and Final Performance Reports, as appropriate.

If Charter School is operated as or by a nonprofit corporation, and if the corporation does not have any functions other than operation of Charter School, the corporation shall be dissolved according to its bylaws.

Charter School shall retain sufficient staff, as deemed appropriate by the Charter School governing board to complete all necessary tasks and procedures required to close the school and transfer records in accordance with these closure procedures.

Charter School's governing board shall adopt a plan for wind-up of Charter School and, if necessary, the corporation, in accordance with the requirements of the Corporations Code.

Charter School shall provide LAUSD within fourteen (14) calendar days of the Closure Action with written notice of any outstanding payments due to staff and the time frame and method by which Charter School will make the payments.

Prior to final close-out, Charter School shall complete all actions required by applicable law, including but not limited to the following:

- a. File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines.
- b. Make final federal tax payments (employee taxes, etc.)

- c. Complete and submit all required federal and state filings and notices to the State of California, the Internal Revenue Service, and the Department of the Treasury, including but not limited to final tax returns and forms (e.g., Form 990 and related Schedules).

This Element 15 shall survive the revocation, expiration, termination, cancellation of this Charter, or any other act or event that would end Charter School's authorization to operate as a charter school or cause Charter School to cease operation, Charter School agrees that, due to the nature of the property and activities that are the subject of this Charter, the District and public shall suffer irreparable harm should Charter School breach any obligation under this Element 15. The District therefore reserves the right to seek equitable relief to enforce any right arising under this Element 15 or any provision of this Element 15 or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District. Such legal relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

In the event that the Charter School closes, the Chief Financial Officer, supported by the CMO's Controller, will serve as the Charter School's closure agent.

Additional Provisions

FACILITIES

Charter School shall comply with all geographic and site limitations and related requirements set forth in Education Code sections 47605.1, 47602(a), and 47605(a).

District-Owned Facilities

If Charter School is using District facilities as of the date of the submission of this charter petition or takes occupancy of District facilities prior to the approval of this charter petition, Charter School shall execute an agreement provided by the District for the use of the District facilities as a condition of the approval of the charter petition. If at any time after the approval of this charter petition Charter School will occupy and use any District facilities, Charter School shall execute an agreement provided by the District for the use of the District facilities prior to occupancy and commencing use. Charter School shall implement and otherwise comply with the terms of any and all applicable facilities use agreements between Charter School and the District.

The circumstances of Charter School's occupancy of District facilities may change over time such as, but not limited to, enrollment, programs, and the conditions of facilities, and the District has a vested interest in having an agreement that is appropriate for the situation.

For a Sole Occupant Agreement or any other use agreement that is not a Proposition 39 Single Year Co-location Use Agreement or a lease issued through the Notice of Intent and bid process, the term may be co-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 the Board of Education of the City of Los Angeles 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.
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. *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.*

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 within 30 calendar days of all new policies, inceptions, renewals or changes, certificates, or such insurance 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."

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). These expenditures shall be “classified using the California School Accounting Manual pursuant to Section 41010.” (Ed. Code § 47606.5(b).)

ADDENDUM

Assurances, Affirmations, and Declarations

Alliance Gertz-Ressler Richard Merkin 6-12 Complex (also referred to herein as “Gertz-Merkin” and “Charter School”) shall:

- Be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code (hereinafter “Ed. Code”) § 47605(d)(1).)
- Not charge tuition. (Ed. Code § 47605(d)(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. (Ed. Code § 47605(d)(1); Ed. Code § 220.)
- Except as provided in Education Code section 47605(d)(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(d)(1).)
- Admit all pupils who wish to attend Charter School. (Ed. Code § 47605(d)(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”). (Ed. Code § 47605(d)(2)(B).)
- 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(d)(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(c)(1).)
- Consult, on a regular basis, with Charter School’s parents, legal guardians, and teachers regarding the school’s educational programs. (Ed. Code § 47605(c)(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 "District Required Language" (DRL), including the *Assurances, Affirmations, and Declarations* section above. The DRL should be highlighted in gray within each Charter element or section. The final section of the Charter provides a consolidated addendum of the DRL. This intentional redundancy facilitates efficient charter petition review while ensuring ready access to the DRL 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 DRL contained in the addendum, the provisions of the DRL 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(b)(5)(A)(i).)

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

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.

HIGH SCHOOL EXIT EXAMINATION

Charter School shall comply with all applicable requirements of Education Code sections 60850 – 60859, including but not limited to the requirements of sections 60851.6 and 60852.3.

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 English Learner Master Plan 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).

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.

Modified Consent Decree Requirements

All charter schools approved by the LAUSD Board of Education are bound by and must adhere to the terms, conditions and requirements of the *Chanda Smith* Modified Consent Decree (“MCD”) and other court orders imposed upon the District pertaining to special education. The MCD is a consent decree entered in a federal court class action lawsuit initially brought on behalf of students with disabilities in LAUSD. It is an agreement of the parties approved by the federal court and monitored by a court-appointed independent monitor. The MCD includes nineteen statistically measureable outcomes and facilities obligations that the District has to achieve to disengage from the MCD and federal court oversight. 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.

As part of fulfilling the District’s obligations under the MCD, student level data requests from District-operated and Charter-operated charter schools are made on a regular basis. The requested data must be submitted in the Office of the Independent Monitor’s (“OIM”) required format in accordance with the OIM’s required timelines and as follows:

- End of Year Suspension

District ID, SSIS ID, last name, first name, date of birth, gender, grade, date of suspension, number of days suspended, and reason for suspension.

- Statewide Assessment Data

The standard file including District ID.

- Norm day

District ID, SSIS ID, last name, first name, date of birth, gender, grade, location code, school name and local district for all students enrolled on norm day.

- CBEDS

- All Students enrolled as of December 1 of each school year

District ID, SSIS ID, last name, first name, date of birth, gender, grade, location code, school name and local district for all students enrolled on norm day.

- Dropout
District ID, SSIS ID, last name, first name, middle name, date of birth, grade, last location, school name and local district
- Monthly SESAC and Suspension data
- Graduation roster from all charter schools with 12th grade students with disabilities

The MCD requires charter schools to implement the District's integrated student information system, which is currently referred to as My Integrated Student Information System (MiSiS). MiSiS is a suite of applications which is designed to capture all District student data. All charter schools are required to utilize MiSiS directly or interface with MiSiS via a web based Application Programming Interface (API) in compliance with the requirements of the MCD and applicable timelines. Upon charter school full utilization of MiSiS either directly or via a web based API, the list of required data above will automatically be captured within MiSiS.

Element 2 – Measurable Pupil Outcomes and

Method by which Pupil Progress Toward Outcomes will be Measured

Element 3 –

“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 groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school.” (Ed. Code § 47605(b)(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(b)(5)(C).)

MEASURABLE GOALS OF THE EDUCATIONAL PROGRAM

Charter School shall meet all statewide content and performance standards and targets. (Ed. Code §§ 47605(c)(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(b)(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 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 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(b).

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.¹⁵

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 Public Records Act.

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

¹⁵The District is in the process of compiling a list of LAUSD policies that apply to its authorized charter schools. The list will be finalized by April 1, 2018. Charter Schools Division staff will annually review District policies and make recommendations to the LAUSD Board of Education on continued application to charter schools.

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. 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.

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(b)(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 include the requirement that each employee of the charter school furnish it with a criminal record summary as described in Section 44237.” (Ed. Code § 47605(b)(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 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 AB 1432 (2014).

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.

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

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.

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 school site 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.

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, including but not limited to the requirements of SB 277 (2015), related to student immunization, health examination, and health screening, including but not limited to screening for vision, hearing, and scoliosis, to the same extent as would be required if the students were attending a non-charter public school. Charter School shall maintain student immunization, health examination, and health screening records on file.

SAFE PLACE TO LEARN ACT

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

SUICIDE PREVENTION POLICY

If Charter School serves students in grades 7-12, Charter School shall comply with the requirements of AB 2246 (2016), 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. Charter School shall provide the CSD with a copy of its pupil suicide prevention policy for review upon request.

Element 7 – Means to Achieve Racial and Ethnic Balance

“The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.” (Ed. Code § 47605(b)(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 Requirements

“Admission requirements, if applicable.” (Ed. Code § 47605(b)(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 is open to 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, 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.

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(b)(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)(5)(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

Element 10 – Suspension and Expulsion Procedures

“The procedures by which pupils can be suspended or expelled.” (Ed. Code § 47605(b)(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, as required by the Modified Consent Decree. 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.

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 and the MCD, 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, 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(b)(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(b)(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(b)(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(b)(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 §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
Alliance Gertz-Ressler Richard Merkin 6-12 Complex
2023 S. Union Avenue L.A., CA 90007

- 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
Alliance Gertz-Ressler Richard Merkin 6-12 Complex
2023 S. Union Avenue L.A., CA 90007

- 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(b)(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(d) 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 AB 97, charter schools may be identified for assistance based on state evaluation rubrics and be subject to revocation pursuant to Education Code section 47607.3.

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(i)) 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(j)(1) and 47607(f), 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 School Closure Requirements and Recommendations (Revised 08/2009)” 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.

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 the Board of Education of the City of Los Angeles 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.
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. *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.*

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 within 30 calendar days of all new policies, inception, renewals or changes, certificates, or such insurance 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."

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). These expenditures shall be “classified using the California School Accounting Manual pursuant to Section 41010.” (Ed. Code § 47606.5(b).)