



**LAUSD BOARD
APPROVED**



**11/24/20
(BR 113-20/21)
TERM: 2021-2026**

Alliance Jack H. Skirball Middle



***Gompers Area of
South Los Angeles Community
Los Angeles Unified School District***

**Charter Renewal Petition
Submitted September 1, 2020**

**Request for Five-Year Renewal Term
July 1, 2021 to June 30, 2026**

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Assurances, Affirmations, and Declarations

Alliance Jack H. Skirball Middle (also referred to herein as “Skirball” and “Charter School”) shall:

- Be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code (hereinafter “Ed. Code”) § 47605(e)(1).)
- Not charge tuition. (Ed. Code § 47605(e)(1).)
- Not discriminate against any pupil on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, including immigration status. (Ed. Code § 47605(e)(1); Ed. Code § 220.)
- Except as provided in Education Code section 47605(e)(2), admission to a charter school shall not be determined according to the place of residence of the pupil, or of his or her parent or legal guardian, within this state, except that an existing public school converting partially or entirely to a charter school under this part shall adopt and maintain a policy giving admission preference to pupils who reside within the former attendance area of that school. (Ed. Code § 47605(e)(1).)
- Admit all pupils who wish to attend Charter School. (Ed. Code § 47605(e)(2)(A).)
- Except for existing pupils of Charter School, determine attendance by a public random drawing if the number of pupils who wish to attend Charter School exceeds Charter School’s capacity. Preference shall be extended to pupils currently attending Charter School and pupils who reside in the Los Angeles Unified School District (also referred to herein as “LAUSD” and “District”). Preferences shall not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation, and shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment. (Ed. Code § 47605(e)(2)(B).)
- Charter school shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code section 47605(e)(2)(B)(iii). (Ed. Code § 47605(e)(4).)
- If a pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, Charter School shall notify the superintendent of the school district of the pupil’s last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card, and health information. (Ed. Code § 47605(e)(3).)
- Meet all statewide standards and conduct the pupil assessments required pursuant to Education Code sections 60605 and 60851 and any other statewide standards

authorized in statute or pupil assessments applicable to pupils in non-charter public schools. (Ed. Code § 47605(d)(1).)

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

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

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

ELEMENT 1: The Educational Program

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

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

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

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

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

ACADEMIC CALENDAR AND SCHEDULES

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

MATHEMATICS PLACEMENT

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

TRANSITIONAL KINDERGARTEN

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

WASC ACCREDITATION

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

ENGLISH LEARNERS

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

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

- How Charter School's EL Master Plan provides all of its English Learners, including but not limited to Long Term English Learners (LTELs) with an effective English language acquisition program as well as meaningful and equitable access to Charter School's core academic curriculum
- How English Learners' specific needs will be identified
- What services will be offered
- How, where, and by whom the services will be provided
- How Charter School will evaluate its EL program each year, and how the results of this evaluation will be used to improve the program, including the provision of EL services

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

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

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

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

STUDENTS WITH DISABILITIES

Federal Law Compliance

Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and the Individuals with Disabilities Education Improvement Act of 2004.

Special Education Program

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

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

SELPA Reorganization

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

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

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

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

<u>GENERAL INFORMATION</u>	
<ul style="list-style-type: none"> The contact person for the Charter School is: 	Marco Ibarra, Principal
<ul style="list-style-type: none"> The contact address for the Charter School is: 	Alliance Jack H. Skirball Middle 603 East 115th St. Los Angeles, CA 90059
<ul style="list-style-type: none"> The contact phone number for the Charter School is: 	(323) 905-1377
<ul style="list-style-type: none"> The current address of the Charter School is: <ul style="list-style-type: none"> (Please note: As charter schools' eligibility for and allocation of Proposition 39 facilities are determined on an annual basis, a charter school's current occupancy of Proposition 39 facilities is subject to change in subsequent school years.) 	Alliance Jack H. Skirball Middle 603 East 115th St. Los Angeles, CA 90059
<ul style="list-style-type: none"> This location is in the LAUSD Board District: 	7
<ul style="list-style-type: none"> This location is in the LAUSD Local District: 	South
<ul style="list-style-type: none"> The grade configuration of the Charter School is: 	6-8
<ul style="list-style-type: none"> The number of students in the first year will be: 	430
<ul style="list-style-type: none"> The grade level(s) of the students in the first year will be: 	6-8
<ul style="list-style-type: none"> The Charter school's scheduled first day of instruction in 2021-2022: 	August 12, 2021
<ul style="list-style-type: none"> The enrollment capacity:⁴ 	450
<ul style="list-style-type: none"> The type of instructional calendar (e.g., traditional/year-round, single track/multi-track, extended day/year) will be: 	Extended Day/Year
<ul style="list-style-type: none"> The bell schedule for the Charter School will be: 	8:30 am to 2:45 pm
<ul style="list-style-type: none"> The term of this Charter for Middle and High performing schools:⁵ 	July 1, 2021-June 30, 2026
<ul style="list-style-type: none"> If approved, the term of this Charter for low performing schools: 	July 1, 2021-June 30, 2023

Community Need for Charter School

Alliance Jack Skirball Middle School is located in the Harbor Gateway North neighborhood of Los Angeles near Watts. Census and survey data of this region clearly illustrates that this population has a set of pressing needs, which must be met. According to the current US Census 85% of residents in the area are LatinX (roughly 40% immigrant) while 15% are Black or African American, only 3.9% of the adult (25+) population have attained a Bachelor's degree or higher and only 50% are high school graduates. The county averages 30% of the adult (25+) population with a Bachelor's degree or higher and 77% high school graduates. Moreover, 36% of individuals live below the poverty line. This is double the county average. The survey points out that over 61% of households dedicate over 35% of their income just to pay the rent. This is a population that is in dire need of schools that promote a college-ready culture as early as possible to ensure that students have substantive avenues to success.

As the state continues to tackle with addressing the COVID19 pandemic, addresses issues of institutionalized racism, while at the same time working towards increasing access to college and career to students of color in low poverty areas, the residential data demonstrates a great need for a school that can push for high expectations while respecting the cultural identity and development of our scholars.

It is important that all scholars have access to college and career in order to address the racial achievement gap that has direct historical connections with the community we serve.

School Performance Over the Charter Term

California School Dashboard English Language Arts Indicator

California School Dashboard 5x5 Placement Report - English Language Arts Indicator				
School	Status		Distance from Standard	
	2018	2019	2018	2019
All Students				
Skirball	Low	Low	-15.9	-11.7
LAUSD	Low	Low	-29.2	-23.7
State	Low	Medium	-6.0	-2.5
Hispanic				
Skirball	Low	Low	-14.3	-9.5
LAUSD	Low	Low	-38.5	-32.5
State	Low	Low	-31.3	-26.6
Black/African American				
Skirball	Low	Low	-41.4	-38.3
LAUSD	Low	Low	-57.0	-51.7
State	Low	Low	-51.8	-47.6
Socioeconomically Disadvantaged				
Skirball	Low	Low	-16.1	-12

LAUSD	Low	Low	-39.2	-33.5
State	Low	Low	-34.7	-30.1
English Learner				
Skirball	Low	Low	-43.1	-47.6
LAUSD	Low	Low	-65.9	-62.4
State	Low	Low	-47.1	-45.1
Students with Disabilities				
Skirball	Very Low	Very Low	-155.2	-115.9
LAUSD	Very Low	Very Low	-122.5	-106.4
State	Very Low	Very Low	-95.5	-88.1

In 2019, our school wide population outperformed the district by 12 points Distance from Standard while our English Learners exceeded the district by 14 points Distance from Standard.

We strive to raise student performance both school-wide and for our subgroups through the following strategies:

- We have restructured our Special Education department and added specific special education support professional development opportunities onto the calendar. The restructuring of the department, came with a drop in the number of students per caseload for the Resource Teachers in order to provide more targeted supports in push-in minutes
- We have added a full time psychologist to support the social emotional well-being of students and ensure they have the tools and are resilient despite any negative things that may be occurring. We also have invested heavily in providing trauma informed practices and PBIS training to staff to ensure they are cognizant of building relationships with students.
- We have started an equity community to examine inequities in our data and provide brainstorming sessions and action steps to support equity. An example of the work we have done together as a result of our book club is to start affinity groups for staff in order to further analyze data by subgroup performance. The goal of this committee is to raise the collective racial consciousness of our staff in order to support students equitably.
- We provide reading intervention and phonics supports to address learning gaps among our students. Students engage in interactive lessons in order to support foundational reading skills.
- We maintain a complex-wide focus on literacy that includes literacy-focused professional development, school-wide strategies (i.e. annotation strategies, essay writing strategies, criteria for success, justification, etc.), and universal access to complex texts. A complex-wide focus on literacy is imperative in order to provide differentiated instruction to our learners in order to meet them where they are at, all the while allowing them to practice grade level standards. We have committed additional resources and supports in the areas of literacy as we believe that the key to both high school and college success is through a strong literacy program. In addition to ELA courses, students take Literacy Support or Middle School Success. Each of these course allows students to have extra practice wit ELA common core standards.

California School Dashboard Mathematics Indicator

California School Dashboard 5x5 Placement Report - Mathematics Indicator				
School	Status		Distance from Standard	
	2018	2019	2018	2019
All Students				
Skirball	Low	Low	-56.4	-55.3
LAUSD	Low	Low	-59.4	-54.1
State	Low	Low	-36.4	-33.5
Hispanic				
Skirball	Low	Low	-52.3	-52.5
LAUSD	Low	Low	-69.6	-64.3
State	Low	Low	-65.8	-62.2
Black/African American				
Skirball	Very Low	Low	-102.7	-86.9
LAUSD	Low	Low	-92.5	-87.5
State	Low	Low	-91.5	-87.9
Socioeconomically Disadvantaged				
Skirball	Low	Low	-56.6	-55.4
LAUSD	Low	Low	-69.6	-64.2
State	Low	Low	-67.4	-63.7
English Learner				
Skirball	Low	Low	-74.6	-88.5
LAUSD	Low	Low	-86.2	-83.2
State	Low	Low	-69.9	-68.6
Students with Disabilities				
Skirball	Very Low	Very Low	-186.8	-128.9
LAUSD	Very Low	Very Low	-150.0	-133.7
State	Very Low	Very Low	-125.3	-119.4

In 2019, our Hispanic and Students with Disabilities populations outperformed the district score by 11 and 4 points Distance from Standard respectively. In this same time period, our Black population subgroup score has also grown impressively to slightly outperform the district.

We plan to raise student performance both school-wide and for our subgroups through the following strategies:

- We have adopted common math strategies for unpacking rigorous tasks, annotating world problems, and identifying criteria for success. We have also implemented weekly observation and feedback coaching and weekly data meetings utilizing the RELAY Graduate School of Education model
- We have increased the amount of Professional Development for the Mathematics department to include more collaborative problem solving methods and a focus on students explaining the process of the math rather than just the solution.

- We have restructured our Special Education team to provide additional push-in support and a resource lab to assist students with disabilities. The restructuring of the department allows teachers to support students with strategies to solve math problem through word decoding. Students also have the opportunity to receive additional reading and ELA support.

California School Dashboard Suspension Indicator

California School Dashboard 5x5 Placement Report - Suspension Indicator				
School	Status		Suspension Rate	
	2018	2019	2018	2019
All Students				
Skirball	Low	Medium	0.6%	2.2%
LAUSD	Very Low	Very Low	0.5%	0.4%
State	Medium	Medium	3.5%	3.4%
Hispanic				
Skirball	Very Low	Low	0.2%	1.5%
LAUSD	Very Low	Very Low	0.3%	0.3%
State	Medium	Medium	3.6%	3.5%
Black/African American				
Skirball	Medium	High	3.9%	9.1%
LAUSD	Low	Low	1.9%	1.4%
State	Very High	Very High	9.4%	8.8%
Socioeconomically Disadvantaged				
Skirball	Low	Low	0.7%	1.8%
LAUSD	Very Low	Very Low	0.5%	0.4%
State	Medium	Medium	4.4%	4.3%
English Learner				
Skirball	Very Low	Medium	0.0%	4.4%
LAUSD	Very Low	Very Low	0.3%	0.3%
State	Medium	Medium	3.0%	3.1%
Students with Disabilities				
Skirball	Medium	High	5.3%	9.8%
LAUSD	Very Low	Very Low	1.0%	0.8%
State	High	High	6.8%	6.2%

In order to prevent the excessive use of suspensions as a means to address behavior, suspensions are only used when absolutely necessary. Instead of referring to suspensions, Skirball allows students to reflect on their behavior by engaging in written and oral discussions. Students are encouraged to reflect on the school values of Future Leaders, Owners of Learning, Resilience, College Going, and Engaged. Students think about which value would allow them to

make better decisions about their behavior.

California School Dashboard *Absenteeism Indicator*

California School Dashboard 5x5 Placement Report - Chronic Absenteeism Indicator				
School	Status		Chronic Absenteeism Rate	
	2018	2019	2018	2019
All Students				
Skirball	Medium	High	9.3%	12.6%
LAUSD	High	High	10.3%	18.2%
State	Medium	High	9.0%	10.1%
Hispanic				
Skirball	Medium	High	8.0%	11.4%
LAUSD	Medium	High	9.7%	17.8%
State	Medium	High	9.7%	11.0%
Black/African American				
Skirball	Very High	Very High	21.7%	22.7%
LAUSD	Very High	Very High	20.7%	31.0%
State	High	Very High	17.9%	20.6%
Socioeconomically Disadvantaged				
Skirball	Medium	High	9.4%	12.1%
LAUSD	High	High	10.9%	19.3%
State	High	High	11.4%	12.9%
English Learner				
Skirball	Medium	High	7.9%	13.5%
LAUSD	Medium	High	9.4%	17.4%
State	Medium	Medium	8.6%	9.9%
Students with Disabilities				
Skirball	High	High	20.0%	18.0%
LAUSD	High	Very High	16.5%	25.3%
State	High	High	15.1%	16.3%

Skirball continues to have students that demonstrate high rates of absenteeism. In order to address concerns about student attendance, various staff members work together to communicate with families in order to better understand what circumstances are leading to the student's absenteeism, data is collected from parent responses, and the attendance team meets to discuss the findings. The attendance team is composed of the school counselor, school psych, grade level administrators, attendance clerk, and parent engagement specialist. Reasons for chronic absenteeism are analyzed and actions based on tiered interventions are conducted to address the cause.

In order to provide a community of support, each grade level has an administrator that helps

delegate check ins with students and families. There are two assistant principals, one supports sixth grade and the other supports seventh grade. The principal supports eighth grade students, and develops the skills of the assistant principals needed to effectively manage attendance check ins. Students are then referred to either the counselor, school psychologist, or external services provider depending on identified issues based on the check in's. The Parent engagement specialist engages parents with workshops as an intervention to improve routines at home and sleep patterns.

California School Dashboard *English Learner Progress Indicator*

California School Dashboard 5x5 Placement Report - English Learner Progress Indicator		
School	2019	
	Status	% making progress towards English language proficiency
English Learners		
Skirball	Low	43.0%
LAUSD	Medium	45.0%
State	Medium	48.3%

Alliance Skirball Middle School had 43% of students making progress towards English proficiency in 2019. This indicator scored two percentage points lower than the LAUSD 45%. The school is currently in the low status on this indicator and has outlined three steps to in order to foster additional growth in our English Learner Progress over our petition term.

- We have purchased new curriculum, Newsela, to align with students' core curriculum, and provide more investment in the curriculum. Newsela allows students to access articles at their Lexile level as well as in English and Spanish. This will allow teachers the opportunity to differentiate along the spectrum of English proficiency to ensure each student is met at their level.
- We have included additional Professional Development support for teachers to implement English Learner strategies more fluidly across campus. These strategies include translating texts, intentional pairing, deconstructing questions, annotating and note taking strategies, and building on background knowledge. We are also utilizing the ELPAC data to create supports that will best support all students
- Teachers are continuing to use a variety of online resources to support standards mastery, including Achieve 3000, to support our students with their reading comprehension

Smarter Balanced Assessment Consortium (SBAC) Analysis

Mathematics SBAC - Students Meeting/Exceeding Standards						
	2016-17		2017-18		2018-19	
	Skirball	Resident Schools Median	Skirball	Resident Schools Median	Skirball	Resident Schools Median
All Students	20.8%	4.5%	30.7%	7.1%	30.9%	6.7%
English Learner	4.1%	0.8%	5.9%	0.0%	1.3%	2.1%
Students with Disabilities	2.8%	1.0%	0.0%	1.7%	4.6%	1.4%

Hispanic or Latino	22.3%	6.1%	31.2%	8.3%	32.1%	7.9%
Black or African American	8.7%	2.4%	22.7%	4.1%	16.2%	4.5%
Socioeconomically Disadvantaged	21.2%	4.8%	30.6%	7.3%	30.9%	6.2%

Source: California Department of Education, *DataQuest*

2018-19 Resident School List: *Animo Phillis Wheatley Charter Middle, Animo Western Charter Middle, Bret Harte Preparatory Middle, Edwin Markham Middle, Samuel Gompers Middle*

From 2016-17 through 2018-19 we have consistently scored higher than the resident school median school-wide. In 2019 we outperformed the resident schools by 24 percentage points.

We have made continued growth from 2016-2017 to 2018-2019 school with our Socioeconomically Disadvantaged students. They have grown 9.7 percentage points in that time period. In 2019 both our Hispanic and Black students outperformed the Resident schools by 24 and 11 percentage points respectively. 2018-2019 was our highest year with our students with disabilities with 4.6% students meeting or exceeding standards. Disappointingly, our English Learners mastery fell to 1.3% in 2018-2019. We have several bright spots in our mathematics scores but we are continuing to adapt our program to raise the mastery rates for our students with disabilities and our students learning English.

To continue to grow in the mathematics department we have developed a three year long term plan that includes the following steps:

The math department is adapting the use of a department-wide annotation strategy to give students the tools to break down complex word problems. This should increase the accessibility of problems for both our students with disabilities and our English Learners.

The math department is moving to a collaborative problem solving format. This will allow students time to speak and defend their mathematics with their peers deepening not only their mastery but also their English proficiency.

Lastly, the department is planning on pre-planning multiple representations to solve that students might use in their mathematical thinking. By planning out pictorial and conceptual representations teachers will be able to scaffold the lessons to move all students' proficiency up. This will also increase the proficiency rates of English learners and students with disabilities as they learn to represent math through different forms.

English Language Arts SBAC - Students Meeting/Exceeding Standards						
	2016-17		2017-18		2018-19	
	Skirball	Resident Schools Median	Skirball	Resident Schools Median	Skirball	Resident Schools Median
All Students	34.4%	17.2%	47.5%	19.4%	48.1%	24.1%
English Learner	1.4%	0.8%	11.8%	1.4%	4.0%	1.2%
Students with Disabilities	5.6%	0.7%	3.2%	3.3%	6.8%	4.2%
Hispanic or Latino	35.5%	20.3%	48.0%	22.3%	48.7%	28.4%
Black or African American	23.9%	9.4%	38.6%	12.1%	37.8%	13.1%
Socioeconomically	34.8%	17.6%	46.8%	19.0%	47.8%	23.9%

Disadvantaged						
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Source: California Department of Education, *DataQuest*

2018-19 Resident School List: *Animo Phillis Wheatley Charter Middle, Animo Western Charter Middle, Bret Harte Preparatory Middle, Edwin Markham Middle, Samuel Gompers Middle*

Alliance Jack H. Skirball has produced higher scores than resident schools over the last three year. In 2018-19, Skirball scored the highest proficiency levels in the CAASPP ELA section at 48.1 which was an improvement from 34.4% from 2016-17. CAASPP data has varied for EL students, however, each year, that number varies. 2017-18 saw the largest ELA CAASPP score for ELA students at 11.8% which, coincidentally, also saw the largest reclassification rates. The 4% EL CAASPP score is reflective of students in the LTEL category. Students with disabilities saw the largest proficiency rates in the 2018-19 school year at 6.8%, much due to our intervention programs and focuses on phonemic awareness through the Wilson program, particularly Just Words. The Hispanic population accounts for the majority of the population which is why it resembles the school wide average. Our Black and African American scholars score between 37% and 39% between the 2017-18 and 2018-19 school year, which can be attributed to disengagement in curriculum, difficulties in building relationships. Skirball has since developed culturally relevant content, engage in Diversity, Equity, and Inclusion (DEI) work, and continues to push forward trauma informed practices, PBIS, and restorative justice approach to target the lower scores for Black or African American students.

Reclassification

<i>California Department of Education DataQuest Reclassification Rate</i>				
	2016-17	2017-18	2018-19	2019-20
Skirball	11%	22%	27%	17%
Resident School Median	11%	18%	18%	n/a
California	13%	15%	14%	14%

From 2016-17 through 2018-19, we've grown our reclassification rate 16 percentage points, exceeding the Resident School Median by 9 percentage points in 2018-2019. We have continued to outperform the resident school median while also increasing our own reclassification rate year over year.

In order to foster additional growth over the next 5 years of our petition term, we are implementing the following strategies:

- We have purchased new curriculum including, Wilson Reading, Newsela, and Achieve3000 etc. to improve intellectual preparation for lessons and strong instructional delivery, particularly for English Learners
- We have added professional development focused specifically on English Learners to provide additional in-class support strategies for students.
- We are pushing to utilize data to find gaps in our instructional strategies and spend additional time in our ELD courses teaching strategies for students to be more successful in those areas.

Student Population to be served

Alliance Jack H. Skirball Middle is an independent charter middle school that serves students in grades 6-8, providing an alternative choice of quality education in the community of South Los Angeles.

Alliance Jack H. Skirball Middle provides a sound educational program for all students in attendance through its rigorous standards-based curriculum, culture of high expectations, highly effective and qualified teachers, and principal leadership in a small personalized learning environment where students know their teachers well and are known by adults.

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. Skirball seeks to recruit middle school students in the South Los Angeles community to improve academic performance as a priority.

Enrollment by Grade-Level

5 Year Enrollment Roll-Out Plan					
Grade	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
6	151	151	151	150	150
7	140	151	151	150	150
8	139	140	151	150	150
Total	430	442	453	450	450

Goals and Philosophy

Mission

Skirball fosters love and joy in learning, family, and community. The historical, current, and future significance of Watts is at the forefront of our daily actions. We are genuine, ethical, and fair in how we build relationships with all stakeholders. We identify oppressive systems using statistical data and we work to dismantle those systems through voice and leadership. We embrace and uplift restorative practices and self-care. We honor the whole child by using anti-racist, trauma-informed and social-emotional practices. We continue to challenge our forward-thinking leaders through culturally-relevant lessons that are accessible to all scholars, as well as greater technological and financial literacy. Through collaborative learning experiences, scholars progress towards heightened levels of success by sourcing factual information, engaging in critical thinking, problem solving, and independent learning.

Vision

Skirball will **foster growth and empowerment** for all scholars through rigor and high expectations, **embed love, Justice, and equity in our community** and prepare all scholars for high school and college in order to become **future leaders of social change**.

Key Program Elements

Skirball 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 Skirball, 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,

¹ Doug Lemov, *Teach Like a Champion*, March 2010

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

interpersonal relationships, social/ economic studies, the use of technology, and personal work habits in order to succeed in a global economy.

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 Skirball curriculum, instructional methodology, and environment are designed to instill and develop these skills in our students so that they can achieve 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 Skirball, we believe that we believe exceptional teaching is at the heart of student success in middle 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 on 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 goals, action/services, metrics, and targets below have not been approved by the Alliance Governing Board or School Site Advisory Council, but are based on stakeholder engagement conducted during the 2019-20 school year. As a result of the Covid-19 pandemic, the State of California delayed the 2020-23 Local Control and Accountability Plan for a year, resulting in a July 1, 2020 development and approval deadline for the new 2021-24 LCAP. Therefore, the table provided below and the targets therein are subject to change.

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	
Basic Service - All scholars have access to the personnel and resources that they need to support learning, including quality teachers and administrators, in-classroom assistance, well-maintained facilities, and a well-operated school environment.	Related State Priorities: <input checked="" 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 type="checkbox"/> 6
	Local Priorities: <input type="checkbox"/> : <input type="checkbox"/> :
Specific Annual Actions to Achieve Goal	
<ul style="list-style-type: none"> • <i>Ensure that all scholars have access to rigorous, standards-aligned instructional materials and technology to support academic achievement</i> • <i>Ensure that scholars have access to teachers that are appropriately assigned in all classrooms as well as in-classroom assistance</i> • <i>Provide adequate administrative support to ensure a safe and orderly environment that supports the instruction of rigorous academic standards.</i> • <i>Maintain adequate support, resources, and supplies to ensure a safe, clean, and orderly campus and to operate the site effectively</i> 	

- *Provide teachers, staff, and administration access to high-quality professional development, including regular observations, feedback, and coaching*

Expected Annual Measurable Outcomes

Outcome #1: Access to Standards-Aligned Instructional Materials

Metric/Method for Measuring: Percentage of Students with Access to Standards-Aligned Instructional Materials

APPLICABLE STUDENT GROUPS	Baseline	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
All Students (Schoolwide)	100%	100%	100%	100%	100%	100%
English Learners	*	*	*	*	*	*
Socioecon. Disadv./Low Income Students	100%	100%	100%	100%	100%	100%
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	100%	100%	100%	100%	100%	100%
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*
White Students	*	*	*	*	*	*

Outcome #2: Facilities Maintenance

Metric/Method for Measuring: Number of Instances in which Facilities Do Not Meet the "Good Repair" Standard as measured by the School Accountability Report Card facilities rubric

APPLICABLE STUDENT GROUPS	Baseline	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
All Students (Schoolwide)	0	0	0	0	0	0
English Learners	*	*	*	*	*	*
Socioecon. Disadv./Low Income Students	0	0	0	0	0	0
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	0	0	0	0	0	0

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

Outcome #3: Access to Full-Credentialed Teachers **Metric/Method for Measuring:**
Percentage of Fully-Credentialed Teachers as measured on the School Accountability Report Card

APPLICABLE STUDENT GROUPS	Baseline	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
All Students (Schoolwide)	100%	100%	100%	100%	100%	100%
English Learners	*	*	*	*	*	*
Socioecon. Disadv./Low Income Students	100%	100%	100%	100%	100%	100%
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	100%	100%	100%	100%	100%	100%
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*
White Students	*	*	*	*	*	*

Outcome #4: Appropriately Assigned Teachers

Metric/Method for Measuring: Percentage of Appropriately Assigned Teachers as measured on the School Accountability Report Card

APPLICABLE STUDENT GROUPS	Baseline	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
All Students (Schoolwide)	100%	100%	100%	100%	100%	100%
English Learners	*	*	*	*	*	*
Socioecon. Disadv./Low Income Students	100%	100%	100%	100%	100%	100%
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	100%	100%	100%	100%	100%	100%
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*

White Students	*	*	*	*	*	*
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LCFF STATE PRIORITIES						
GOAL #2						
Instructional Program - All scholars have access to a robust instructional program that supports scholar achievement.	<div style="display: flex; justify-content: space-between;"> <div> <p>Related State Priorities:</p> <div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> 1 <input checked="" type="checkbox"/> 4 <input checked="" type="checkbox"/> 7 </div> <div style="display: flex; justify-content: space-around;"> <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 5 <input type="checkbox"/> 8 </div> <div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> 3 <input type="checkbox"/> 6 </div> </div> <div> <p>Local Priorities:</p> <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/>: <input type="checkbox"/>: </div> </div> </div>					
Specific Annual Actions to Achieve Goal						
<ul style="list-style-type: none"> <i>Ensure that, each day, scholars are working toward a clearly identified mathematical concept through 1-2 core tasks for each lesson, all of which are identified in intellectual preparation, and are actively discussing the math with their peers. Moreover, Math teachers will structure and guide the discussion of core tasks so that scholars demonstrate mastery of the mathematical concept by the end of the lesson as well as provide scaffolds and supports that allow English Learners, scholars with Disabilities, and struggling scholars to access the core tasks and participate in academic discussions in a meaningful way. (No expenditures)</i> <i>Ensure that, each day, scholars read and analyze grade-level complex texts and engage, through discussion and/or writing, with strategically sequenced text-dependent questions ("TDQ") that lead them to the big ideas and key understandings of the text, topic, and/or author's craft. Moreover, ELA teachers will provide scaffolds and supports that allow English Learners, scholars with Disabilities, and struggling scholars to access the text and participate in academic discussions in a meaningful way. (No expenditures)</i> <i>Ensure that all scholars have access to rigorous, standards-aligned instructional materials and technology to support academic achievement 4. Ensure that all scholars have access through A-G courses and are on track to meet A-G requirements by their senior year of high school</i> 						
Expected Annual Measurable Outcomes						
Outcome #1: Implementation of State Standards Metric/Method for Measuring: Percentage of Implemented or Fully Implemented Standards						
APPLICABLE STUDENT GROUPS	Baseline	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
All Students (Schoolwide)	100%	100%	100%	100%	100%	100%

English Learners	*	*	*	*	*	*
Socioecon. Disadv./Low Income Students	100%	100%	100%	100%	100%	100%
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	100%	100%	100%	100%	100%	100%
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*
White Students	*	*	*	*	*	*

Outcome #2: English Language Arts

Metric/Method for Measuring: California School Dashboard English Language Arts (ELA) Indicator Status

APPLICABLE STUDENT GROUPS	Baseline	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
All Students (Schoolwide)	Low	Low	Medium	Medium	High	High
English Learners	Low	Low	Medium	Medium	High	High
Socioecon. Disadv./Low Income Students	Low	Low	Medium	Medium	High	High
Foster Youth	*	*	*	*	*	*
Students with Disabilities	Very Low	Very Low	Low	Low	Medium	Medium
African American Students	Low	Low	Medium	Medium	High	High
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	Low	Low	Medium	Medium	High	High
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*
White Students	*	*	*	*	*	*

Outcome #3: Mathematics

Metric/Method for Measuring: California School Dashboard Mathematics Indicator Status

APPLICABLE STUDENT GROUPS	Baseline	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
All Students (Schoolwide)	Low	Low	Medium	Medium	High	High
English Learners	Low	Low	Medium	Medium	High	High
Socioecon. Disadv./Low Income Students	Low	Low	Medium	Medium	High	High

Foster Youth	*	*	*	*	*	*
Students with Disabilities	Very Low	Very Low	Low	Low	Medium	Medium
African American Students	Low	Low	Medium	Medium	High	High
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	Low	Low	Medium	Medium	High	High
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*
White Students	*	*	*	*	*	*

Outcome #4: Science

Metric/Method for Measuring: Percentage of Students Meeting or Exceeding Standards on the California Science Test (CAST)

APPLICABLE STUDENT GROUPS	Baseline	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
All Students (Schoolwide)	32%	34%	36%	38%	40%	42%
English Learners	*	*	*	*	*	*
Socioecon. Disadv./Low Income Students	32%	34%	36%	38%	40%	42%
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	32%	34%	36%	38%	40%	42%
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*
White Students	*	*	*	*	*	*

Outcome #5: English Learner Progress

Metric/Method for Measuring: California School Dashboard English Learner Progress Indicator Status

APPLICABLE STUDENT GROUPS	Baseline	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
All Students (Schoolwide)	*	*	*	*	*	*
English Learners	Low	Low	Medium	Medium	High	High
Socioecon. Disadv./Low Income Students	*	*	*	*	*	*
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*

African American Students	*	*	*	*	*	*
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	*	*	*	*	*	*
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*
White Students	*	*	*	*	*	*

Outcome #6: Reclassification

Metric/Method for Measuring: Reclassification Rate

APPLICABLE STUDENT GROUPS	Baseline	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
All Students (Schoolwide)	*	*	*	*	*	*
English Learners	27%	29%	31%	33%	35%	37%
Socioecon. Disadv./Low Income Students	*	*	*	*	*	*
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	*	*	*	*	*	*
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*
White Students	*	*	*	*	*	*

Outcome #7: Course Access

Metric/Method for Measuring: Percentage of Students with Disabilities Who Are in the General Education for at Least 80% of the Day

APPLICABLE STUDENT GROUPS	Baseline	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
All Students (Schoolwide)	*	*	*	*	*	*
English Learners	*	*	*	*	*	*
Socioecon. Disadv./Low Income Students	*	*	*	*	*	*
Foster Youth	*	*	*	*	*	*
Students with Disabilities	100%	100%	100%	100%	100%	100%
African American Students	*	*	*	*	*	*
American Indian/Alaska Native Students	*	*	*	*	*	*

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

LCFF STATE PRIORITIES						
GOAL #3						
Families as Partners - All parents are provided meaningful involvement opportunities to support their child's education at home and at school.				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						
<ul style="list-style-type: none"> • <i>Provide support and resources for parent engagement events and parent communication</i> • <i>Parents are invited to attend and take part in decision-making and governance structures, including the parents of English Learners, scholars with Disabilities, and special subgroups (No expenditures)</i> 						
Expected Annual Measurable Outcomes						
Outcome #1: Parent Engagement Metric/Method for Measuring: Percentage of Parents Attending 2 or More Parent Engagement Events						
APPLICABLE STUDENT GROUPS	Baseline	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
All Students (Schoolwide)	TBD	Baseline + "1%"	Baseline + "2%"	Baseline + "3%"	Baseline + "4%"	Baseline + "5%"
English Learners	*	*	*	*	*	*
Socioecon. Disadv./Low Income Students	*	*	*	*	*	*
Foster Youth	*	*	*	*	*	*
Students with Disabilities	TBD	Baseline + "1%"	Baseline + "2%"	Baseline + "3%"	Baseline + "4%"	Baseline + "5%"
African American Students	*	*	*	*	*	*

American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	TBD	Baseline + "1%"	Baseline + "2%"	Baseline + "3%"	Baseline + "4%"	Baseline + "5%"
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*
White Students	*	*	*	*	*	*

Outcome #2: Parent Satisfaction

Metric/Method for Measuring: Percentage of Respondents who Indicated that They Agreed or Strongly Agreed Overall on the Parent Satisfaction Survey

APPLICABLE STUDENT GROUPS	Baseline	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
All Students (Schoolwide)	96%	95%	95%	95%	95%	95%
English Learners	*	*	*	*	*	*
Socioecon. Disadv./Low Income Students	*	*	*	*	*	*
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	*	*	*	*	*	*
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*
White Students	*	*	*	*	*	*

LCFF STATE PRIORITIES

GOAL #4

4. Scholar Culture, Staff Culture, and Engagement - All scholars and staff have a voice and feel supported within their school community through a shared decision-making process, clear expectations, and a discipline process grounded in positive behavior interventions.

Related State Priorities:

- ☐ 1 ☐ 4 ☐ 7
☐ 2 ☒ 5 ☒ 8
☐ 3 ☐ 6

Local Priorities:

- ☐
☐

Specific Annual Actions to Achieve Goal						
<ul style="list-style-type: none"> <i>Provide scholars and staff with opportunities to participate in community and culture building activities as well as positive incentives and rewards to promote a healthy school culture and attendance</i> 						
Expected Annual Measurable Outcomes						
Outcome #1: Attendance						
Metric/Method for Measuring: Average Daily Attendance Rate						
APPLICABLE STUDENT GROUPS	Baseline	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
All Students (Schoolwide)	95%	96%	97%	98%	99%	100%
English Learners	*	*	*	*	*	*
Socioecon. Disadv./Low Income Students	95%	96%	97%	98%	99%	100%
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	95%	96%	97%	98%	99%	100%
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*
White Students	*	*	*	*	*	*
Outcome #2: Chronic Absenteeism						
Metric/Method for Measuring: Chronic Absenteeism Rate						
APPLICABLE STUDENT GROUPS	Baseline	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
All Students (Schoolwide)	High	High	Medium	Medium	Low	Low
English Learners	High	High	Medium	Medium	Low	Low
Socioecon. Disadv./Low Income Students	High	High	Medium	Medium	Low	Low
Foster Youth	*	*	*	*	*	*
Students with Disabilities	High	High	Medium	Medium	Low	Low
African American Students	Very High	Very High	High	High	Medium	Medium
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*

Filipino Students	*	*	*	*	*	*
Latino Students	High	High	Medium	Medium	Low	Low
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*
White Students	*	*	*	*	*	*

Outcome #4: Suspension

Metric/Method for Measuring: California School Dashboard Suspension Indicator Status

APPLICABLE STUDENT GROUPS	Baseline	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
All Students (Schoolwide)	Medium	Medium	Low	Low	Very Low	Very Low
English Learners	Medium	Medium	Low	Low	Very Low	Very Low
Socioecon. Disadv./Low Income Students	Low	Low	Very Low	Very Low	Very Low	Very Low
Foster Youth	*	*	*	*	*	*
Students with Disabilities	High	High	Medium	Medium	Low	Low
African American Students	High	High	Medium	Medium	Low	Low
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	Low	Low	Very Low	Very Low	Very Low	Very Low
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*
White Students	*	*	*	*	*	*

Outcome #5: Expulsion

Metric/Method for Measuring: Expulsion Rate

APPLICABLE STUDENT GROUPS	Baseline	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
All Students (Schoolwide)	0%	<1%	<1%	<1%	<1%	<1%
English Learners	*	*	*	*	*	*
Socioecon. Disadv./Low Income Students	0%	<1%	<1%	<1%	<1%	<1%
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	0%	<1%	<1%	<1%	<1%	<1%
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*

Students of Two or More Races	*	*	*	*	*	*
White Students	*	*	*	*	*	*

LCFF STATE PRIORITIES						
GOAL #5						
5. College Success - Promote a college-going culture with a focus on supporting each scholar's journey to and through college.				Related State Priorities: <input type="checkbox"/> 1 <input type="checkbox"/> 4 <input type="checkbox"/> 7 <input type="checkbox"/> 2 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 8 <input type="checkbox"/> 3 <input type="checkbox"/> 6 Local Priorities: <input type="checkbox"/> : <input type="checkbox"/> :		
Specific Annual Actions to Achieve Goal						
<ul style="list-style-type: none"> <i>Provide scholars with access to resources and enrichment activities to support college awareness and their process toward college admissions</i> 						
Expected Annual Measurable Outcomes						
Outcome #1: Satisfaction Metric/Method for Measuring: Percentage of Respondents who Indicated that They Agreed or Strongly Agreed on the Parent Satisfaction Survey that the School Prepares their Child for Success in College						
APPLICABLE STUDENT GROUPS	Baseline	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
All Students (Schoolwide)	96%	95%	95%	95%	95%	95%
English Learners	*	*	*	*	*	*
Socioecon. Disadv./Low Income Students	*	*	*	*	*	*
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	*	*	*	*	*	*
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*

White Students	*	*	*	*	*	*
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LCFF Narrative on supporting self-motivated, competent, and life-long learners

LCAP Goal	Supporting self-motivated, competent, and life-long learners
Goal 1: All scholars have access to the personnel and resources that they need to support learning, including quality teachers and administrators, in-classroom assistance, well-maintained facilities, and a well-operated school environment.	In order to support students' academic growth and socioemotional wellbeing, they must have access to the necessary learning environment and resources.
Goal 2: All scholars have access to a robust instructional program that supports scholar achievement.	In order to allow our students to meet their potential, they must have access to a strong instructional program.
Goal 3: All parents are provided meaningful involvement opportunities to support their child's education at home and at school.	By engaging parents in their children's school experience, they are able to provide valuable insights to support learning and emotional wellbeing.
Goal 4: All scholars and staff have a voice and feel supported within their school community through a shared decision-making process, clear expectations, and a discipline process grounded in positive behavior interventions.	By ensuring all students feel engaged and supported, our school enables them to grow to their potential.
Goal 5: Promote a college-going culture with a focus on supporting each scholar's journey to and through college.	By focusing on a college-going culture, rather than just academics, our school enables our students to gain the tools for long-term success.

Curriculum and Instructional Design

The educational model for curriculum and instruction at Skirball is guided by our key program elements, our beliefs about how learning best occurs and by best practices researched in high performing schools that consistently produce well-educated students prepared to successfully enter and succeed in college. The philosophical base and the organizational structure for Skirball's 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.

Skirball 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. Curriculum materials are selected based on their alignment to the CCSS/NGSS/ELD standards and instructional shifts. Curriculum materials must prepare students for high school, and to graduate ready for college.

Skirball 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.

Digital Content/Resources								
	Subject(s)					Grade Level		
Publisher	Math	English	Science	Social Studies	English Language Development	6	7	8
Open Up	X					X	X	X
Amplify			X			X	X	X
NewsELA					X	X	X	X
Discovery				X		X	X	X
CommonLit		X				X	X	X
Achieve 3000		X			X	X	X	X
Google Apps for Education (Gmail, Drive, Sheets, Presentations, Classroom, etc.)	X	X	X	X	X	X	X	X
Khan Academy	X					X	X	X

A target ratio of one 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
Math	6-8	Open Up 6-8 Math Curriculum	Open Up Resources
English	6-8	Common Lit	Common Lit
Social Studies	6-8	Discovery Education	Discovery Education

Visual and Performing Arts	6-8	KidsCode.com Rosetta Stone	KidsCode Rosetta Stone
Health and Physical Education	6-8	Achieve 3000 Health Articles	Achieve3000

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

ENGLISH LANGUAGE ARTS COURSES

COMMON CORE ENGLISH 6A – M21981

COMMON CORE ENGLISH 6B – M21982

(Year) 6th GRADE

Prerequisite: None

The goal of the Grade 6 Common Core English course in ELA is to build in each scholar, by the time they complete middle school, the stamina and strategies for reading independently and deeply across the range, quality, and complexity of texts included in the curricula. To do so, the Grade 6 Common Core English course provides ample time for independent reading of texts of their choice while helping them to develop a repertoire of strategies for understanding rich and complex literature as well as informational texts required for college and career readiness.

HUMANITIES 6 1A-1 – M97108

HUMANITIES 6 1A-2 – M97109

HUMANITIES 6 1B-1 – M97110

HUMANITIES 6 1B-2 – M97111

(Year) 6th GRADE

Prerequisite: 5th grade Common Core ELA and 5th grade Social Studies

This is a two-period humanities core, and both subjects will be taught to the same group of scholars in a self-contained classroom. In the English/Language Arts portion they are expected to do the following: read for pleasure as well as for information in the content area, identify author's purpose in writing, locate information from a variety of sources, construe literal meaning and plausible inferences, identify and understand the use of figurative language, use literature and poetry as a means of exploring a historical period, and use fluency and expression in oral reading. Scholars are also expected to write formally and informally on a variety of subject, effectively use the writing process, and write clearly using standard English grammar, correct spelling, and punctuation for a final copy. Scholars write narratives, expository compositions, research reports, responses to literature, and compare/contrast compositions in accordance with California Common Core Standards for Language Arts. In the History/Social Studies portion scholars study the ideas, issue, and events beginning with early humans and covering great, ancient civilizations. This study of ancient history emphasizes the changes in history that brought about the development of communities and then of civilizations. The in-depth study of ancient civilizations includes Mesopotamia, Ancient Egypt, Ancient India, Ancient China, Ancient Israelites, Ancient Greece, and the Roman Empire. Scholars learn about life in ancient times and make connections between the past and present.

COMMON CORE ENGLISH 7A – M21991

COMMON CORE ENGLISH 7B – M21992

(Year) 7th GRADE

Prerequisite: None

The goal of the Grade 7 Common Core English course in ELA is to build in each scholar, by the time they complete middle school, the stamina and strategies for reading independently and deeply across the range, quality, and complexity of texts included in the curricula. To do so, the Grade 7 Common Core English course provides ample time for independent reading of texts of their choice while helping them to develop a repertoire of strategies for understanding rich and complex literature as well as informational texts required for college and career readiness.

COMMON CORE ENGLISH 8A – M22001

COMMON CORE ENGLISH 8B – M22002

(Year) 8th GRADE

Prerequisite: None

The goal of the Grade 8 Common Core English course in ELA is to build in each scholar, by the time they complete middle school and transition into secondary school, the stamina and strategies for reading independently and deeply across the range, quality, and complexity of texts included in the curricula. To do so, the Grade 8 Common Core English course provides ample time for independent reading of texts of their choice while helping them to develop a repertoire of strategies for understanding rich and complex literature as well as informational texts required for college and career readiness.

MATHEMATIC COURSES

COMMON CORE MATH 6A – M24311

COMMON CORE MATH 6B – M24312

(Year) 6THGRADE

Prerequisite: *Successful completion of Common Core Math Grade 5*

Common Core Math 6 is the first of a sequence of three courses at the middle school level from Common Core Math 6, 7, and 8. This is a course designed to meet the needs of 6th grade scholars under the Common Core State Standards Mathematics. This course will focus on four critical areas: (1) connecting ratio and rate to whole number multiplication and division and using concepts of ratio and rate to solve problems; (2) completing understanding of division of fractions and extending the notion of number to the system of rational numbers, which includes negative numbers; (3) writing, interpreting, and using expressions and equations; and (4) developing understanding of statistical thinking.

COMMON CORE MATH 7A – M24321

COMMON CORE MATH 7B – M24322

(Year) 7THGRADE

Prerequisite: *Successful completion of Common Core Math Grade 6*

Common Core Math 7 is the second of a sequence of three courses at the middle school level from Common Core Math 6, 7, and 8. This is a course designed to meet the needs of 8th grade scholars under the Common Core State Standards Mathematics. This course will focus on four critical areas: (1) developing understanding of and applying proportional relationships; (2) developing understanding of operations with rational numbers and working with expressions and linear equations; (3) solving problems involving scale drawings and informal geometric constructions, and working with two- and three-dimensional shapes to solve problems involving area, surface area, and volume; and (4) drawing inferences about populations based on samples.

MATH COMMON CORE 8A – M38201

MATH COMMON CORE 8B – M38202

(Year) 8TH GRADE

Prerequisite: *Successful completion of Common Core Math Grade 7AB*

Common Core Math 8 is the third of a sequence of three courses at the middle school level from Common Core Math 6, 7, and 8. This is a course designed to meet the needs of 8th grade scholars under the Common Core State Standards Mathematics. This course will focus on three critical areas: (1) formulating and reasoning about expressions and equations, including modeling an association in bivariate data with a linear equation, and solving linear equations and systems of linear equations; (2) grasping the concept of a function and using functions to describe quantitative relationships; (3) analyzing two- and three-dimensional space and figures using distance, angle, similarity, and congruence, and understanding and applying the Pythagorean Theorem.

HISTORY/SOCIAL SCIENCE

WORLD HISTORY: ANCIENT CIVILIZATIONS 6A - M16100

WORLD HISTORY: ANCIENT CIVILIZATIONS 6B - M16101

(Year) 6th GRADE

(World History and Geography: Ancient Civilizations)

This Grade six course investigates the origins and development of ancient societies of major western and non-western civilizations. Included are the societies of the Near East, Africa, the ancient Hebrew civilization, Greece, Rome, and the classical civilizations of India and China. For each of these societies, emphasis is placed on the major contributions, achievements, and beliefs that have influenced civilizations across the centuries to the present day. This course stresses the special significance of geography in the development of the human story and provides the opportunity to study the everyday lives of people living in vastly different areas of the world. The course content focuses on the people in ancient societies; their problems and accomplishments; their social, economic, political structures, and belief systems; the tools and technology they developed; the arts they created; the architecture; the literature they produced; their explanation for natural phenomena, and their direct or indirect contributions to issues such as the role of women and the practice of slavery.

WORLD HISTORY: MEDIEVAL TIMES A – M17100

WORLD HISTORY: MEDIEVAL TIMES B – M17101

(Year) 7th GRADE

(World History and Geography: Medieval and Early Modern Times)

This course explores world history and geography from the Fall of Rome through the Age of Enlightenment. The course investigates the social, cultural, and technological changes during this period. This course briefly reviews the role of archaeologists and historians in uncovering the past. It goes on to examine Islam as a religion and as a civilization. The course examines the spread of Islam through Africa, the rise of the Mayan, Incan, and Aztec civilizations; the civilizations of China and Japan; Europe during the High Middle Ages; the turbulent ages of the Renaissance, Reformation, and Scientific Revolution. This course seeks to enhance understanding of the interconnection of past events, people, and ideas to events and issues of importance in the world today.

UNITED STATES HISTORY 8A - M18100

UNITED STATES HISTORY 8B - M18101

(Year) 8th GRADE

(United States History and Geography: Growth and Conflict)

The Grade eight course examines United States history and geography concentrating on the growth of the United States during the period of colonization through the Age of Industrialization. The course begins with an intensive investigation and review of the major ideas, issues, and events preceding the founding of the nation. The course then concentrates on the shaping of the Constitution and the nature of the government that it created. The development of unique regions in the West, Northeast, and the South and the causes and consequences of the Civil War, is covered in depth. The course studies the movement of people into and within the United States; the experiences of diverse groups (women, racial, religious, ethnic, and economic classes) and their contributions to the evolving American identity. The course also connects historical issues to current affairs in order to develop a greater understanding of the basic institutions and policies of the nation.

SCIENCE COURSES

INTEGRATED SCIENCE 6A – M42652

INTEGRATED SCIENCE 6B – M42653

(Year) 6th GRADE

Prerequisite: *None*

In this Integrated Science course, scholars explore the cross cutting concepts of structure and function, patterns, systems and system models while learning about weather and climate, energy, and the organization of living things. The year begins with an introduction to weather and climate, including the underlying causes of Earth's weather patterns. Next, scholars embark on an inquiry of global climate change and engage in engineering activities to explore ways in which to minimize human impact on the environment. The second half of the year focuses on learning about the structure of living things from cell to organism. Scholars discover the ways in which behavior, environment, and genetic factors impact the survival and growth of organisms.

INTEGRATED SCIENCE 7A – M42659

INTEGRATED SCIENCE 7B – M42660

(Year) 7th GRADE

Prerequisite: *Corequisite (7th Common Core Math)*

In 7th grade Integrated Science, scholars explore the cross cutting concepts of energy & matter and cause & effect, while learning about animals interactions within the ecosystems and their reliability on resources. The year begins with an introduction to ecosystem interactions, including the underlying effects of the interactions on populations and resource availability. Next, scholars dive into a microscopic world and focus on chemical reactions that occur in the environment, causing change in the global landscape. The second half of the year, scholars embark on an inquiry of global resource availability and engage in engineering activities to explore ways in which to minimize human impact on the environment.

INTEGRATED SCIENCE 8A – M42661

INTEGRATED SCIENCE 8B – M42662

(Year) 8th GRADE

Prerequisite: *Corequisite (8th Common Core Math)*

In 8th grade Integrated Science, scholars explore the cross cutting concepts of stability and change, as well as scale, proportion and quantity, while learning about the relatedness of earth and the universe. The year begins with an introduction to moving objects and Newton's laws with scholars engaging in investigations to gather data around forces and interactions between objects. Once scholars understand forces between objects, the second unit focuses on noncontact forces that influence phenomena. Scholars will develop models to describe the role of gravity and discuss how objects can move without being contacted. The second semester

starts with an integration of evolution to show the connection between time and scale on earth, which scholars will then use to formulate hypotheses about space. Finishing up the year, scholars will connect all of the previous units and add a layer of knowledge around waves on earth and in space. They will finish the year with the guiding questions: How do we optimize our resources to continue to live on earth? If we run out of resources, how do we determine if we can live on another planet? What are the physical component that must be evaluated?

The table below shows all current course offerings for all grades served by Skirball.

Comprehensive Course List						
Subject Area	6th Grade		7th Grade		8th Grade	
	1st Semester	2nd Semester	1st Semester	2nd Semester	1st Semester	2nd Semester
English/ Language Arts	Common Core English 6A	Common Core English 6B	Common Core English 7A	Common Core English 7B	Common Core English 8A	Common Core English 8B
English Language Development	ELD A	ELD B	ELD A	ELD B	ELD A	ELD B
Special Education Resource Lab	Resource Lab 6A	Resource Lab 6B	Resource Lab 7A	Resource Lab 7B	Resource Lab 8A	Resource Lab 8B
Mathematics	Common Core Math 6A	Common Core Math 6B	Common Core Math 7A	Common Core Math 7B	Common Core Math 8A	Common Core Math 8B
History/Social Science	World History: Ancient Civilizations 6A	World History: Ancient Civilizations 6B	World History: Medieval Times A	World History: Medieval Times B	United States History 8A	United States History 8B
Health/Physical Education	Physical Education 6/7A	Physical Education 6/7B	Physical Education 7/8A	Physical Education 7/8B	Physical Education 7/8A	Physical Education 7/8B
Electives & Other Courses	Advisory 6A CC Destination Success Intervention 6A	Advisory 6B CC Destination Success Intervention 6B	Advisory 7A CC Destination Success Intervention 7A	Advisory 7B	Advisory 8A	Advisory 8B

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 extended learning through after school tutoring or Saturday to provide more time for learning and to accelerate their progress. All students are eligible to take all classes. 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 are proud of the innovative components we have developed to align to our theme of college readiness:

Advisory: All students are well known by their advisory teachers. Each grade level provides advisory and mentorship support in the areas of social-emotional learning, college and career,

social responsibility and community building. In addition to college preparation and building school spirit, we also focus on community history.

Blended Learning and STEAM Integration: The Alliance Jack H. Skirball blended learning model is a mix of learning technologies and interactions resulting in a socially supportive, constructive learning experience. We utilize digital content and instructional technology to create a unique classroom environment which will allow students to develop into independent learners and offer the teacher opportunities to focus additional time on group and targeted differentiated instruction. Students engage in a 1:1 student-to-technology device (laptops and/or iPads) environment where students have daily access to technology and are able to utilize one or all of the following learning technologies: distance learning, digital content, online courses and interactive tools. Students are able to also take ownership of their learning through 24/7 access to teacher websites, online curriculum, and other resources.

Spartan FORCE: As part of our curriculum we also stress the importance of character traits. We have five named character traits for our students and we tie them in to our daily lessons through group roles, positive praise for showing that character trait, and role playing scenarios to discuss the traits. The five traits are Future leaders, Owning your learning, Resilience, College-Bound Mentality, and Engaged.

College-Going Culture for All Students: At Alliance Skirball Middle School we have embedded conversations about college throughout campus. They live in classrooms, advisories, assemblies, and rallies. We have a yearly high-school fair that focuses on providing high quality high school options and programs to our students as they decide what they are interested in pursuing. We also provide college field trips, parent engagement information and advisory programming on the importance of college.

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 State Standards

Skirball 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.

Skirball 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 the school 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.⁴ 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.

Western Association of Schools and Colleges (WASC) Accreditation

Alliance Jack H. Skirball Middle is fully accredited by the Western Association of Schools.

The school will work to complete periodic evaluation and improvement of our program and school-wide action plan, in alignment with our LCAP, through the WASC-required self-study, mid-cycle progress reports, as well as WASC on-site visits to ensure accreditation is maintained for subsequent graduating classes with support from the Alliance Home Office.

The school oversees the accreditation process including the development of their self-study and interim progress reports with support from the Alliance Home Office.

Academic Calendar

The calendar below is a draft of the 2021-22 academic calendar. The calendar provided here will be revised based on input from various stakeholder groups and subject to Board approval.

⁴ US Department of Education, *Evaluation of Evidence-Based Practices in Online Learning*, 2010



Draft Academic Calendar 2021-22

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Bell Schedules

The following bell schedules will be in place for the 2020-21 school year.

Regular Day**All Cohort Schedule**

Mondays	Start and End Times	Instructional Minutes
Advisory	8:30-9:00	30
Period 1	9:10-10:05	55
Period 2	10:15-11:10	55
Nutrition	11:10 11:25	15
Period 3	11:35-12:30	55
Period 4	12:40-1:35	55
Afternoon Advisory	1:35-2:05	30
Lunch	2:15-2:45	30

Split Cohort Schedule

Tues/Thurs Cohort 1 Wed/ Fri Cohort 2	Start and End Times	Instructional Minutes
Advisory	8:30-9:00	30
Period 1	9:10-10:05	55
Period 2	10:15-11:10	55
Nutrition	11:10 11:25	15
Period 3	11:35-12:30	55
Period 4	12:40-1:35	55
Lunch	1:35-2:05	30
Office Hours	2:05-2:30	25

Split Cohort Schedule

Tues/Thurs Cohort 2 Wed/ Fri Cohort 1	Start and End Times	Instructional Minutes
Advisory	8:30-9:00	30
Period 1	9:10-10:05	55
Period 2	10:15-11:10	55
Nutrition	11:10 11:25	15
Period 3	11:35-12:30	55
Period 4	12:40-1:35	55
Lunch	1:35-2:05	30
Office Hours	2:05-2:30	25

Sample Daily Student Course Schedules

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

6th Grade

Advisory	6 periods per week
Period 1	3 periods per week Monday all cohorts and either Wed/Fri or Tues/Thur depending on cohort CC English 6
Period 2	3 periods per week Monday all cohorts and either Wed/Fri or Tues/Thur depending on cohort World History Ancient Civilizations
Period 3	3 periods per week Monday all cohorts and either Wed/Fri or Tues/Thur depending on cohort CC Math 6
Period 4	3 periods per week Monday all cohorts and either Wed/Fri or Tues/Thur depending on cohort CC Integrated Science 6
Period 5	2 periods per week Monday all cohorts and either Wed/Fri or Tues/Thur depending on cohort Physical Education 6/7 or CC Destination Success or ELD

7th Grade

Advisory	6 periods per week
Period 1	3 periods per week Monday all cohorts and either Wed/Fri or Tues/Thur depending on cohort CC English 7
Period 2	3 periods per week Monday all cohorts and either Wed/Fri or Tues/Thur depending on cohort World History Medieval Times
Period 3	3 periods per week Monday all cohorts and either Wed/Fri or Tues/Thur depending on cohort CC Math 7
Period 4	3 periods per week Monday all cohorts and either Wed/Fri or Tues/Thur depending on cohort CC Integrated Science 7
Period 5	2 periods per week Monday all cohorts and either Wed/Fri or Tues/Thur depending on cohort Physical Education 6/7 or Physical Education 7/8 or CC Middle School Success - ELA 7 or ELD

8th Grade

Advisory	6 periods per week
Period 1	3 periods per week Monday all cohorts and either Wed/Fri or Tues/Thur depending on cohort CC English 8
Period 2	3 periods per week Monday all cohorts and either Wed/Fri or Tues/Thur depending on cohort United States History
Period 3	3 periods per week Monday all cohorts and either Wed/Fri or Tues/Thur depending on cohort CC Math 8

Period 4	3 periods per week Monday all cohorts and either Wed/Fri or Tues/Thur depending on cohort CC Integrated Science 8
Period 5	2 periods per week Monday all cohorts and either Wed/Fri or Tues/Thur depending on cohort Physical Education 7/8 or CC Middle School Success - ELA 8 or ELD

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	148	390	31	282	4	210			183	54000	67302	13302
7	Yes	148	390	31	282	4	210			183	54000	67302	13302
8	Yes	148	390	31	282	4	210			183	54000	67302	13302
9	No									0	64800	0	-64800
10	No									0	64800	0	-64800
11	No									0	64800	0	-64800
12	No									0	64800	0	-64800

Professional Development

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. Skirball, led by the principal, recruits highly qualified new and experienced credentialed teachers who demonstrate satisfactory progress toward full certification, fully meet the Every Student Succeeds Act (ESSA) criteria, and are committed to the school's key program elements and beliefs. Recruitment of qualified candidates begins in November and is conducted via partnership with teacher pipeline programs; 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 Staffing Team and school administrators. Once selected, teachers participate in New Teacher Orientation before the opening of school and professional development 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 One Alliance Day & Strong Start – Held prior to the start of the school year, professional learning for staff includes site-based and network-led sessions. Topics may include:

- Data-driven instruction
- Workshops focused on Social Emotional Learning and Trauma-Informed, Resilience-Focused Learning
- Sharing research, resources and best practices
- Effective strategies to meet individual student needs

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

- 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 leadership team on the designated Professional Development Early Dismissal Day. The draft professional development calendar below serves as a sample of topics to be covered:

Professional Development Calendar 2021-22

FALL SEMESTER	
Month	Topic
August	<ul style="list-style-type: none"> • Students with disabilities supports and interventions • Introduction to Culturally Relevant Teaching • English learner students supports and interventions • PBIS overview • Anti-Racism - Normed Agreements
September	<ul style="list-style-type: none"> • Trauma Informed -Resiliency • Anti-Racism - Making the race conversation personal and local
October	<ul style="list-style-type: none"> • Anti-Racism - Isolating Racial Disparities • Trauma Informed PD - Understanding Trauma as an Experience • Interim Assessment Data and Analysis
November	<ul style="list-style-type: none"> • Anti-Racism - Engaging Multiple Racial Perspectives • Trauma Informed - Foster Connections • PBIS Tier 2 supports
December	<ul style="list-style-type: none"> • Anti-Racism - Keeping Us all at the Table
SPRING SEMESTER	
Month	Topic
January	<ul style="list-style-type: none"> • Anti-Racism - What do you mean by race • Interim Assessment Data and Analysis

February	<ul style="list-style-type: none"> • Anti-Racism - White Privilege • English Learners - Supports
March	<ul style="list-style-type: none"> • Anti-Racism - The Intersection of Race and School • Trauma Informed - Social Emotional Skill Development • Interim Assessment Data and Analysis
April	<ul style="list-style-type: none"> • Anti-Racism- Creating Framework for Racial Equity • Trauma Informed - Establish Safety • Students with Disabilities Supports
May	<ul style="list-style-type: none"> • Anti-Racism - Internal Leadership for Racial Equity • PBIS Tier 3 • Trauma Informed - Promoting Play
June	<ul style="list-style-type: none"> • Anti-Racism - Looking Forward • Trauma Informed - Recap and Review

Supplementary Alliance-wide PD – Held throughout the year, the Alliance Academic Team and schools provide 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

New Teacher Professional Development – Alliance College Ready Public Schools builds on its investment in leader and teacher development through its New Teacher Support (NTS) program. New Teacher Support provides professional development support for early career Alliance teachers. Network level supports focus on supplying early career teachers with resources and tools to strengthen their classroom management and instructional planning skills. Supports include:

- Designing and implementing a week-long New Teacher Orientation (NTO),
- Providing Induction program options and/or support to general education and education specialist teachers clearing their preliminary credentials

Meeting the Needs of All Students

English Learners

Skirball believes that every student brings assets that enrich our classrooms and our school community, regardless of race, language, learning needs, and culture. To ensure each student's success, the school will provide guidance, resources, training and support to teachers, staff and parents to build an equitable, rigorous learning environment for our English Learner Scholars. Our practices are grounded on guidelines established by our Board-approved EL Masterplan.

Proper identification of ELs helps ensure that the school is meeting scholar's academic needs. 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.

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 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 as prescribed by California *Education Code*. Alliance ensures that each English Learner is assessed annually within the prescribed timeline.

English Language Development Program

The California Department of Education (CDE) defines English Language Development (ELD) as a specialized program of English language instruction appropriate for the English Learners' (ELs) identified level of language proficiency. The ELD program at Skirball designed to promote second language acquisition of listening, speaking, reading, and writing in academic English. A broad range of instructional practices and strategies should be employed in supporting ELs to learn content area concepts as they learn the English language. All English Learners will be placed in a Designated ELD course based on English language proficiency level, years in the program and teacher recommendation. In addition, all English Learners will receive Integrated ELD in their content classes. All scholars classified as EL will:

- Be enrolled in daily Designated ELD instruction, Monday through Friday (time equivalent in secondary block scheduled sites)
- Will not be removed from other core content instruction in order to receive designated ELD instruction
- Can be placed in an Advisory class focused on supporting ELs but this advisory cannot replace an ELD course
- Will have full access to grade-level content in all disciplines, as well as access to Honors and AP courses
- Will be enrolled in grade-level ELA unless they are a Newcomer with less than one year of schooling in the US

Designated ELD

Designated English Language Development (ELD) courses are protected time during the regular school day that teachers are able to strategically target scholars' language needs. Designated ELD courses are based on ELD year (ELD 1,2,3,4) and placement is based on a scholar's proficiency level (Emerging, Expanding and Bridging). Instruction in these courses is designed, implemented and scaffolded to meet the needs of the group (emerging, expanding, bridging). These courses are aligned to the California English Language Development Standards (2012) and are University of California Office of the President (UCOP) approved.

Designated ELD instruction must reflect the California ELA/ELD Framework. Because secondary EL scholars are a diverse group of learners in terms of their educational backgrounds, native language literacy, and socioeconomic status, acquiring English proficiency requires the use of a variety of strategies. Designated ELD courses integrate all four language domains (listening, speaking, reading and writing) into instruction.

Integrated ELD

The mastery of content requires that teachers of ELs use appropriate ELD strategies to make content comprehensible and accessible. It requires instruction to be organized to support scholars while teaching cognitively demanding, grade-level content. Instruction in Integrated ELD is based on content Common Core State Standards and other content standards (i.e. NGSS and California History Standards) and is provided by content teachers utilizing appropriate strategies to ensure comprehensibility of instruction:

- All ELs will receive Integrated ELD in all content classes throughout their school day
- Integrated ELD teachers will receive professional development that focuses on topics such as ELD Standards, key features of Integrated ELD, the ELA/ELD Framework and strategies that support scholars to develop proficiency in reading, writing, listening and speaking within the content area
- Integrated ELD content courses are taught by teachers with the appropriate state authorizations

To maximize opportunities for language uses and content mastery teachers need to create a safe environment that promotes academic risk taking. Classroom instruction focuses on both language acquisition and helping scholars attain the knowledge outlined in the content area standards. Attainment and improvement of language and literacy are at the heart of instruction. Integrated classrooms are comprised of ELs with mixed levels and abilities; However, the common goal is to promote Academic language. Classrooms that foster language acquisition include:

1. Explicit instruction and use of language structures and vocabulary that are comprehensible to scholars
2. Integration of listening, speaking, reading and writing skills
3. Use of scaffolds in the learning environment (such as response frames, word banks, graphic organizers) in order to maximize the number of scholars able to access the content
4. Providing multiple opportunities in every class period for academic discourse using structured group roles, precision partnering and response frames.
5. Frequent checks for understanding and purposefully monitoring class during independent and or group work
6. Weekly scholar work analysis (formative assessments)
7. Literature within the scholar's appropriate Lexile level range, available in classroom and school libraries

Interventions

Skirball monitors and regularly assesses the progress of all English Learners, in both English language proficiency and content knowledge throughout the school year. Monitoring scholar progress identifies scholars who are not making appropriate progress and allows the school to provide additional support to enable ELs to reach English proficiency, as well as ensuring that the school is providing ELs meaningful access to grade-level core content instruction and remedying any academic deficits in a timely manner.

Skirball has established documented, monitoring systems that include periodic benchmarks to monitor ELs' progress over time, determine when scholars are not making appropriate progress, notify parents of progress and provide additional support to enable ELs to reach English proficiency and gain grade level content knowledge. The EL Progress Monitoring report is sent to families after each quarterly progress report and includes the following:

- Performance in grade level content classes
- Performance in ELD course
- Scholar Reading level and or SBAC performance

Students that are not meeting grade-level expectations will be provided with additional supports including but not limited to after-school tutoring, additional accommodations in content courses,

additional support classes such as math and ELA support, review of ELD course placement, parent meetings, etc.

Staffing EL Programs

Recruiting, developing, and retaining excellent educators is essential to the success of our EL scholars. Skirball will hire teachers that maintain authorization to teach English Learners , and core-content teachers who are highly qualified in their field as well as trained to support EL scholars. These teachers must meet state requirements and have mastered the skills necessary to effectively teach in the EL program.

Teachers teaching departmentalized ELD courses must have (in addition to their teaching credential) a specific EL Authorization that is aligned to ELD in a departmentalized setting. Examples of aligned EL Authorizations include: ELA1, BA**⁵, R1WL/ELD, S22/S-22, R-3/R3B, S6/S-6, and S14, as long as the prerequisite credential is not a Designated Subjects Adult Education Teaching Credential, Child Development Instructional Permit, or a Child Development Supervision Permit.

Per the California Commission on Teacher Credentialing: “California statute requires that every teacher who provides instructional services to an English Learner be authorized to provide specialized instruction for those learners. To provide scholars with teaching personnel who hold appropriate credentials necessary to instruct English Learners, Alliance College-Ready Public Schools actively recruits and hires teachers who are fully EL Authorized. If candidates who hold an EL Authorization are not available, the Human Resources Department obtains the necessary documents from qualified candidates to apply for an Emergency EL Authorization Permit. These permit holders must hold either an active permit or full EL Authorization to continue in their assignment. Failure to take timely action may result in a change of employment status. Teachers who are new to Alliance and do not have the required EL Authorization are required to sign an EL Authorization Agreement indicating their intentions to complete the requirement. Annual progress toward the EL Authorization is monitored by the Credential Manager, but it is the teacher’s responsibility to earn the authorization.

Identification and Assessment

The English Language Proficiency Assessment for California (ELPAC) is the assessment is given to all new students whose home language survey indicates that a language other than English is spoken in the home. The ELPAC is used to determine how well scholars speak, listen, read and write in English when it is not their primary language. There are two exams:

Initial ELPAC: initial identification of scholars as English Learners

Summative ELPAC: an annual summative assessment to measure an English Learner’s progress and determine their English language proficiency

ELPAC results are used to identify each scholar’s proficiency level and to assess progress in acquiring English Proficiency according to the CA ELD standards. The ELPAC results are used to properly place ELs in the appropriate ELD course. The overall score and the domain specific scores are analyzed to determine the scholar’s instructional needs to support and accelerate progress toward English proficiency.

⁵ **References the two-letter code for the specific language authorized, such as “BASP” for Spanish.

Reclassification

Reclassification is the process when a scholar's English language proficiency level changes from English Learner to Reclassified Fluent English Proficiency (RFEP) (EC Section 313(f)). The goal is to prepare scholars for reclassification as quickly as possible and monitor their progress for four years after reclassification (20 U.S.C. § 6841[a][4][5]; 5 CCR § 11304).

English Learners are reclassified to fluent-English proficient based on the following multiple criteria, in alignment with California EC and the State Board of Education recommendations:

1. Assessment of language proficiency, using an objective assessment instrument, including but not limited to, the state test of English language development
2. Teacher evaluation, including but not limited to, a review of the scholar's curriculum mastery
3. Comparison of scholar performance in basic skills against an empirically established range of performance in basic skills based on the performance of English proficient scholars of the same age
4. Parent/guardian opinion and consultation

The chart below outlines the 2020-21 reclassification criteria used by all Alliance schools:

Reclassification Criteria														
1. Assessment of Language Proficiency	ELPAC - Score of 4													
2. Teacher Evaluation	ELA Grade of C (2.0) or higher (Fall Reclass Cycle – semester 1 or 2 of 2019-2020 school year Spring Reclass Cycle – Semester 1 (Fall 2020)													
3. Basic Skills Assessment	<table><tr><th colspan="3">Lexile Level OR CAASPP</th></tr><tr><td></td><td>MS</td><td>HS</td></tr><tr><td>Lexile Level</td><td>740</td><td>830</td></tr><tr><td>CAASPP</td><td colspan="2">Score of “Nearly Met Standard” (2)</td></tr></table>		Lexile Level OR CAASPP				MS	HS	Lexile Level	740	830	CAASPP	Score of “Nearly Met Standard” (2)	
Lexile Level OR CAASPP														
	MS	HS												
Lexile Level	740	830												
CAASPP	Score of “Nearly Met Standard” (2)													

4. Parent Opinion and Consultation

Once the scholar meets the reclassification criteria, the parent/guardian is sent the Notification of Reclassification letter and acknowledges scholar's change in language classification to Reclassified Fluent English Proficient (RFEP). If the parent/guardian is not in agreement with reclassification, a meeting will be held with the parent and the Reclassification Team to address parent concerns and determine the best placement option for the scholar.

The EL Master Plan and reclassification criteria provided here will be revised based on input from various stakeholder groups and is subject to Board approval.

Scholars with disabilities, including those on the alternate curriculum, are to be provided the same opportunities to be reclassified as scholars without disabilities. Therefore, IEP teams may determine appropriate measures of English Language Proficiency (ELP) and performance in basic skills, and minimum levels of proficiency on these measures that would be equivalent to a native English-speaking peer with similar disabilities in the same grade level.

When scholars do not meet the four criteria for reclassification as established by the school, it is possible for the IEP team to consider reclassification based upon the process outlined in this plan which considers the impact of his/her disability on ELP. Note: If the IEP team believes that a scholar would still benefit from ELD support because he/she has not fully developed English language proficiency, reclassification may not be appropriate.

IEP teams are authorized to follow the process outlined in the EL Master Plan. In accordance with federal and state law, the IEP team may address the individual needs of each EL with a disability using multiple criteria in concert with the four reclassification criteria in EC Section 313(f). Other criteria may be used to supplement the four required criteria to ensure the most appropriate decision is made for each scholar. However, at no time does the IEP team have the authority to omit any of the four required criteria or substitute them with alternate criteria.

Monitoring Reclassified Students

After scholars have been reclassified as RFEP, the school will continue to monitor their progress for four years to ensure correct classification, placement and academic support as needed. (20 U.S.C. § 6841[a][4][5]; 5 CCR § 11304). If an exited English Learner is not progressing academically and monitoring suggests a persistent language need, the school will provide additional supports, including but not limited to tutoring, accommodations and support classes, including ELD courses. RFEP Monitoring reports will be mailed to families after each quarterly progress report. The accountabilities include:

- Monitoring the academic achievement of RFEP scholars in their core courses (ELA, Math, Science, Social Science)
- Notifying parents of their child's ongoing progress after reclassification
- Providing targeted intervention services for RFEP scholars who are not making adequate academic progress

Non-standard English Speakers

Recognizing that many students at Skirball may not be Standard English speakers, many of the same guidelines and programs listed above are followed to support their acquisition of Academic Standard English. The school's objectives are to have all students achieve proficient/advance performance in reading and writing as assessed by the English Language Arts California Assessment of Student Performance and Progress (CAASPP). Skirball school leaders and teachers engage in professional development to support struggling students. Specific strategies include:

1. Modeling Academic English
2. Explicit instruction and use of language structures and vocabulary that are comprehensible to scholars
3. Integration of listening, speaking, reading and writing skills
4. Use of scaffolds in the learning environment (such as response frames, word banks, graphic organizers) in order to maximize the number of scholars able to access the content
5. Providing multiple opportunities in every class period for academic discourse using structured group roles, precision partnering and response frames.
6. Frequent checks for understanding and purposefully monitoring class during independent and or group work
7. Weekly scholar work analysis (formative assessments)

In addition, the Alliance Home Office Data team provides data reports and analysis of Skirball's student progress including improvement in English proficiency level, progress in English language arts and Alliance Interim data disaggregated by subgroups. Progress of Long-term English Learners (LTELs) and students At-Risk of becoming LTEL is monitored by the School's Leadership Team. At least once per semester, the School Leadership Team reviews the performance, progress, program placement and goals for meeting the reclassification criteria of LTELs and for students At-Risk of becoming LTEL to determine the effectiveness of the supports in place.

Program Evaluation

Evaluating EL program, practices and procedures involves systematic planning and implementation, aggregating and synthesizing various types of data, to learn about program success. Both formative and summative evaluation should be applied to questions about practices, services and procedures. 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)

<i>EL Program Goal</i>	<i>Evaluation Questions</i>	<i>Measures/Scores</i>
ELs are identified and placed in appropriate ELD course based on English Proficiency	a. Are all ELs identified in the prescribed time frame? b. Are all ELs placed in their ELD course based on proficiency level?	<ul style="list-style-type: none"> • Master Schedule • Observations of Home Language Survey administration and communication • Staff Moodle Training • Initial ELPAC • EL Passports • Student Schedules
ELs with disabilities are accurately identified	a. What proportion of ELs are referred to Special Education services? b. How many ELs are identified as having learning disabilities? Of this group how many are LTELs?	<ul style="list-style-type: none"> • Referrals • Student Support and Progress Team (SSPT) documentation • IEP review
High quality ELD instruction is provided	a. Are ELs progressing academically per expectations? b. Is there a high quality, standards-aligned ELD curriculum available consistently? c. Is instruction for ELs with disability high quality?	<ul style="list-style-type: none"> • Classroom observations and walkthroughs • Curriculum Review • Student work analysis
High quality integrated ELD content instruction is provided	a. To what extent are ELs provided with differentiated supports in academic content areas?	<ul style="list-style-type: none"> • Classroom observations and walkthroughs • ELD PD presentations and sign-in • Student work analysis
ELs and RFEP students have access to Honors and Advanced Placement (AP) courses	a. What percentage of ELs take part in AP and honors courses. b. How does EL participation in AP and Honors compare to the general population? c. What are the AP Passage rates for ELs?	<ul style="list-style-type: none"> • Enrollment in AP and Honors • Pass rates in AP and • Early college courses • College information/data: applications, enrollment without remediation, and completion data

Parent outreach is consistent, culturally sensitive and communication is available in the home language	a. What types of orientation and training opportunities are parents offered? b. What measures are used to ensure that parents of ELs are knowledgeable about EL program placement and their academic progress? c. To what extent are parents participating in and consistently supporting students' academic development? d. What evidence is there that suggests that ELAC recommendations are implemented at the school?	<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 • English Learner Parent Committee (ELPC) agendas, sign-in and yearly needs assessment • Parent Satisfaction surveys
ELs achieve English Proficiency	a. Are ELs making progress towards English language proficiency b. Did the number of students being reclassified increase by at least 1%?	<ul style="list-style-type: none"> • Reclassification rates • Movement on ELPAC • EL Monitoring documentation • ELA CAASPP
School and classroom environments are safe and positive.	a. Does the school have a welcoming school climate for ELs? b. Does the school provide EL parents with a welcoming tool-kit? c. Are classrooms reflective of the culturally diverse students it serves?	<ul style="list-style-type: none"> • Classroom walkthrough • Student satisfaction survey • Parent satisfaction survey

[1] "English Learner Authorization," CCTC, <https://www.ctc.ca.gov/educator-prep/ela>, (March 2, 2018).

Gifted and Talented Students and Students Achieving Above Grade-Level

As all students are challenged to reach their intellectual potential within the instructional program, Skirball will not offer a formal, separate gifted and talented program. Instead Skirball will continue to identify students who are outstanding performers as measured through, but not limited to, college prep exams (such as the PSAT) and GPA. When reviewing college prep exams students must be considered college ready in both math and English starting in their 9th grade year. When reviewing GPA, students are identified as high achievers by achieving a 4.0 GPA or higher starting in their 9th grade year.

As students transition from grade level to grade level, their level of achievement is continuously monitored by counselors, teachers, and the school administrative team using grade level checks for GPA, and by reviewing their data each time they are provided with opportunities to participate in a college ready level assessment.

To support these students 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 Skirball are, but not limited to:

- Access to advanced placement and honors courses from grades 9 to 12
- 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 interest
- Field trips, and participation in partnered programs and college courses, to broaden experience base and capacity to be accepted into elite colleges
- Ensuring that the curriculum is sufficiently challenging

By using data from core assessments, teachers will be able to make the necessary modifications and adjustments to best support students who require additional academic challenge. All students at Skirball 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 Support and Progress Team (SSPT) process (monitored and led by the principal or his or her designee) for students who have been identified as consistently achieving well above the norms (as measured by formative, summative and standardized tests, as well as other measures, including teacher, staff or administrator-identified concerns), just as they would use the process for identifying students who struggle.

Students Achieving Below Grade-Level

In an effort to improve the performance for all students including low achieving or at risk of retention, Skirball 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:

- To identify low-achieving students, incoming students are given diagnostic tests upon entry to the school. State assessment results and grades showing students who are not meeting, or nearly meeting standards are also used to assess student achievement levels.
- Where additional supports and/or interventions are required, the school's academic team will consult with the parent/guardian to share results and develop a plan to support and ensure growth
- The student receives supplemental support through remediation support classes in ELA and math 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.

In order to ensure that the needs of all students are being met, the staff has utilized the Student Support and Progress Team (SSPT) process (monitored and led by the principal or his or her

designee) for students who have been identified as consistently achieving below the norms (as measured by formative, summative and standardized tests, as well as other measures, including teacher, staff or administrator-identified concerns), just as they would use the process for identifying students who struggle.

Socioeconomically Disadvantaged/Low Income Students

Low-income students will be identified by eligibility for the federal lunch program. Between 2016-17 and 2018-19, approximately 97% of the students enrolled at Skirball have qualified for this program. As such, the overwhelming majority of all students enrolled at Skirball meet this subgroup identification. Our school program is designed to meet the needs of traditionally coming in behind grade levels through various supports and systems including, but not limited to the, use of standards based grading, scaffolded and differentiated learning, support classes, and after school tutoring. We believe all students can learn at high levels regardless of economic status. These students progress is monitored through a variety of ways including through interim assessments and state exams, such as the California Assessment of Student Performance and Progress (CAASPP). In general, due to the large population of SED/low income students their level of performance mirrors the overall school level outcomes.

However, in order to ensure that the needs of all students are being met, the staff has utilized the Student Support and Progress Team (SSPT) process (monitored and led by the owner of the SSPT) for students within this subgroup who have been identified as needing additional supports (as measured by formative, summative and standardized tests, as well as other measures, including teacher, staff or administrator-identified concerns).

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, identified according to the needs of the specific situation. 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) 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, such as a classroom teacher. 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 Jack H. Skirball Middle"

Beginning of Day

- Scholars are greeted at the front gate by Principal and Parent engagement specialist. Scholars that have student support services (i.e. check ins, behavioral trackers) are tended to during this time. Scholars that arrive early obtain early morning meals from our After-school all-stars program. Scholars have the option to participate in morning activities like soccer, tetherball, volleyball, basketball, and tutoring with certain teachers,

find a quiet space to catch up on materials, check in with teachers, or simply enjoy the morning with their friends.

Morning assembly and announcements

- A bell signals the routine to line up in their first block class. Scholars slowly begin walking towards their advisory classrooms where they listen to the announcements and participate in a morning chant. Wednesday is a special assembly that includes games, celebrations, and inspirational college going messaging.

100 min Block 1

- Scholars head to their first block in rows to ensure less congestion in the hallways and greater safety and supervision. Scholars walk into their classrooms and immediately complete their do now (i.e. hook, assessment, poll). Students then will transition over to a discussion in class about the topic at hand, engage in learning through direct instruction, and break back in groups before engaging in independent learning and assessment.
- Scholars will notice the extra support from teachers as they answer questions to demonstrate their understanding of the materials. Scholars will be placed in groups to best support them and provide resources to increase access to the content.

7/8th grade 20 min Nutrition/ 6th grade 30 min Advisory

- Nutrition - **7/8th graders** will head to the pavilion area for their morning nutritional break. Scholars have an option of sports and games to engage in while also socializing with peers. A portion of scholars also have an option to join in a lunch bunch group that is specific to provide greater safety and relationships with others for those that require that support. Scholars line up at the end of nutrition by their advisory class.
- Advisory - **6th grade Scholars are** in advisory are engaged in social emotional learning lessons through our online Second Step platform. Scholars are engaged in lessons around the social emotional competencies (i.e. self-awareness, self-regulation). On certain days, scholars engage in lessons from Tolerance.org to tap into race relationship and identity development.
- After 7/8th graders have nutrition, they attend their advisory course after. The 6th grade students then have their nutrition 10 minutes after the 7/8th grades have lunch.

100 min Block 2 (Please see block 1)

7th/8th grade 30 min Lunch/ 6th grade 60 min Intervention

- 30 minute Lunch - 7/8th graders will head to the pavilion area for their lunch (please see nutrition for description of lunch).
- 60 minute Intervention- 6th grade scholars are engaged in Literacy intervention that focuses on increasing reading comprehension by conducting close reading exercises, independent reading, and assessment. Scholars are grouped by reading level to obtain an intervention that is closer to their zone of proximal development.
- After 7/8th graders have lunch, they attend their intervention course after. The 6th grade students then have their lunch 30 minutes after the 7/8th grades have lunch.

100 min Block 3 (Please see block 1)

End of Day

- Scholars leave through various exits and are greeted by supervision staff watching the perimeter of the school to identify potential areas of conflict. On the majority of days, scholars peacefully walk home.
- After-School All-stars - some scholars engage in afterschool activities through the AfterSchool All-Stars program. Activities range from Custom Car construction, sports, cheer, art, independent study, and tutoring.

**ELEMENT 2: Measurable Pupil Outcomes and
ELEMENT 3: Method by which Pupil Progress Toward Outcomes will be Measured**

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

“The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.” (Ed. Code § 47605(c)(5)(C).)

MEASURABLE GOALS OF THE EDUCATIONAL PROGRAM

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

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

STANDARDIZED TESTING

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

Measurable Goals of the Educational Program

Skirball 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, Skirball will employ high-quality, purposeful, actionable and strategically-sequenced assessments for learning and of learning.

Using the Common Core and CA Standards where applicable, Skirball 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, Skirball implements standards aligned interim assessments. These assessments are built by the Smarter Balanced Assessment Consortium, and are aligned to the Common Core State Standards and NGSS standards. Data from each interim is immediately available to Skirball 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 Balanced.

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 6-8; 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.
Reading Level Assessments	3x per year	All grades	Assessment to measure students' progress and performance on reading comprehension skills.
Smarter Balanced Summative Assessments	1x per year	Grade 6-8 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 Alternate Assessment (CAA)	1x per year	Grades 6-8 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 Test (CAST)	1x per year	Grades 8	CA NGSS Summative assessment. Administered in the spring.
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 be the main assessment tool used to measure growth and progress for reclassification.
Physical Fitness Test	1x per year	Grade 7	Students participate in this State-required assessment on basic components of CA Physical Education Standards.

** All grade levels unless otherwise denoted*

Skirball tests independently of LAUSD. Assessments and standardized testing of students with disabilities is conducted using state and district guidelines for modifications and accommodations.

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 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

Data informs our decisions regarding the need to continue, modify, improve, add to or discontinue instructional strategies and programs to best meet the needs of our scholars and provide the intervention and support necessary to accelerate their progress. Data is also regularly shared with stakeholders throughout the year to inform them of school performance.

Below is a sample of data gathered and its use.

Type of Data Gathered	Role & Use of Data
Classroom observations	<ul style="list-style-type: none"> To provide actionable feedback to teachers on the effectiveness of their classroom instruction. To inform the content used for common planning time and professional development needs (individual teachers, academic departments and school-wide).
Instructional walk-throughs	<ul style="list-style-type: none"> To assess the degree of and consistency with which grade - appropriate standards-based instruction is taking place. To identify trends and best practices to inform school- and network-level professional development.
Individual scholar work analysis and classroom assessments	<ul style="list-style-type: none"> To identify scholar misunderstandings and misconceptions. To adjust lesson plans and unit plans. To appropriately plan for reteaching standards missed by a majority of scholars.
Results from network and/or state assessments	<ul style="list-style-type: none"> To assess the degree to which students are on track to meet network and state expectations for proficiency. To adjust classroom instruction and provide intervention and support for scholars who are off-track.
Scholar and parent surveys	<ul style="list-style-type: none"> To assess the degree to which parents and scholars are satisfied that our school is meeting their needs and addressing the goals in our charter.

Grading, Progress Reporting, and Promotion/Retention

Academic Grades

Grades reflect a scholar's academic performance so scholars and families have clear indicators of the scholar's preparedness for college success and 21st century careers throughout a scholar's career at an Alliance school. The grading scale at each Alliance school campus is based on the degree to which scholars demonstrate proficiency on content standards.

Alliance-Wide Grading Scale

All Alliance schools use the following grading scale for academic courses and advisory. The grade scale below shows equivalent rubric scores to letter grades on individual assignments and semester grades.

Please note that Scholars with Disabilities are required by law to be given accommodations and/or necessary supports on assessments and assignments as stated in their IEP.

Rubric Score	Letter Grade ⁶	Descriptor <i>Below are optional performance descriptors - schools/teachers may use others</i>
4.0	A	Above standard on grade-level course content
3.7		
3.4	A-	At standard on grade-level course content
3.2	B+	
3.0	B	

2.7	B-	Below standard on grade-level course content
2.5	C+	
2.3	C	
2.0	C-	
1.7	NP	Far Below standard on grade-level course content
1.5		
1.3		
1.0		
Note: These 2 codes are only to be used as semester grades	D	Final semester grade option only for scholars who have a D grade as an option in their IEP. Use 1.5 - 1.99 for the semester average range.
	INC	A scholar is determined to not have completed enough content to receive a semester grade for a specific course.
Note: These 4 codes are only to be used on individual assignments	X	Excused missed assignment or standard not taught
	S	Grade pending accommodation / designated support
	Z	Assignment not submitted and/or blank (which includes only having a scholar's name on the paper) and is a grade of zero.
	E	Ethics violation and is a grade of zero.

Incomplete Grades

The grade of "I" (Incomplete) may only be given at the end of the semester when extended illness or other unusual circumstances warrant giving the student additional time to fulfill the course work. These grades must be removed within six weeks of the next semester, or they become an "NP".

Skirball 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. 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

Skirball 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.

The school 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 that are laid out in the parent-student handbook, 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(c)(5)(D).)

GENERAL PROVISIONS

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

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

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

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

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

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

LEGAL AND POLICY COMPLIANCE

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

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

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

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

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

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

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

TITLE IX, SECTION 504, AND UNIFORM COMPLAINT PROCEDURES

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

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

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

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

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

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

RESPONDING TO INQUIRIES

Charter School, including its nonprofit corporation shall promptly respond to all reasonable inquiries, including but not limited to inquiries regarding financial records from the District, and

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

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

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

NOTIFICATION OF THE DISTRICT

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

STUDENT RECORDS

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

PARENT ENGAGEMENT

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

The Charter School may encourage parental involvement, but shall notify the parents and guardians of applicant students and currently enrolled students that parental involvement is not

a requirement for acceptance to, or continued enrollment at, the Charter School. (Ed. Code § 47605(n).)

FEDERAL PROGRAM COMPLIANCE

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

Governance Structure

Alliance Jack H. Skirball Middle is a directly funded independent charter and shall be operated by Alliance College-Ready Public Schools (“Alliance” or the “Corporation”), a California nonprofit public benefit corporation. The Charter School is one of 25 charter schools that are currently operated by Alliance College-Ready Public Schools.

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

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 Business Officer and Vice President, Accounting

Employed by the Alliance, the CBO and Vice President, Accounting 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.

Charter School

Alliance Jack H. Skirball Middle is a directly funded independent charter school that is operated by a nonprofit public benefit corporation. The affairs of the Charter School are managed and its powers are exercised solely under the authority of the Alliance Board of Directors ("Board," "Charter School's Board of Directors," or "Board of Directors"), whose responsibility for key

operational matters includes but is not limited to: (1) the governance and operation of the Charter School in compliance with applicable law and the Charter; and (2) the 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.

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

Board of Directors

The process and potential considerations for selecting Board members, including qualifications, will be determined from time to time based upon action by the Board, as authorized by governing law and the Bylaws.

The Board of Directors shall consist of not less than 5 nor more than 11 directors. The Board meets regularly, operating in accordance with the Brown Act, Education Code Section 47604.1(c), its Articles of Incorporation and its Bylaws.

As set forth in the Bylaws, the Board shall be a self-perpetuating board. Directors shall be elected or re-elected at a regular or special meeting of the Board. To provide for a Board with staggered terms, the directors, at the first regular meeting, shall divide themselves into three approximately equal Classes, designated as Class A, Class B, and Class C, with each Class to serve initial terms of one, two, or three-years, respectively. The Board shall maintain approximately equal distribution between the Classes by assigning duly-elected directors to either Class A, Class B, or Class C, each of whom shall thereafter serve an initial term equal to the term then remaining for their respective Class of directors. After an initial term, directors shall serve a term of three years. Unless the director dies, resigns or is removed from office, each director shall hold office for the term for which the director was elected and thereafter until the director's successor is elected. The Board may, from time to time, adopt resolutions providing for limits to the number of consecutive or non-consecutive terms or years that directors may serve on the Board. In the absence of any such resolution, duly adopted, directors may be re-elected for additional terms, provided that no director may be elected for an additional term that, when combined with the director's previous terms in office, would result in the director's serving as a director for more than 12 consecutive years.

Pursuant to Section 47604(c) of the California Education Code, each school district that has granted a charter for the establishment of a charter school operated by the corporation shall be entitled to designate a single representative to serve on the Board as a director. Unless the director dies, resigns or is removed from office, each director designated by a school district shall hold office for a term expiring on the third 30th of June occurring after the commencement of the director's term of office. The authorized number of directors shall be deemed increased by twice the number of directors serving that have been designated by a school district.

The Board, the Charter School's administrative staff, and their respective representatives are responsible for all aspects of the day-to-day operations of the 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 Board may be delegated to committees of the Board or officers of the Corporation.

A quorum of the Board for the transaction of business is the majority of directors then in office. An act or decision done or made by a 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 appointment of committees and indemnification of directors.

All meetings of the Board shall be held at the principal office of the Corporation or at such other place as shall be determined from time to time by resolution of the Board, provided that, during any period that the Corporation is operating one or more charter schools within the State of California, all meetings of the Board shall be held at locations meeting the requirements of Section 47604.1(c) of the California Education Code.

For each meeting of the Board, the Corporation shall establish a two-way teleconference location at the school site of each charter school operated by the Corporation, in compliance with the requirements of Section 47604.1(c) of the Education Code, and may establish such additional teleconference locations as the Corporation deems appropriate. The Board 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 jurisdictions of the charter authorizers that have approved the charter petitions of the charter schools operated by the Corporation. 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 Board of Directors is responsible for providing fiscal accountability by approving and monitoring the budget. The Board 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 the Charter School resources are managed effectively. The day-to-day operations and management of the Charter School are provided by the officers of the Corporation, management staff responsible for school services and supervision and administrative staff.

A copy of the Articles of Incorporation, Bylaws, Conflict of Interest Code and the names of Board members are provided to District Charter Schools Division. Any changes made to these documents that materially alter the charter must first be approved through the District's charter amendment process.

The Charter School complies with the Brown Act, Political Reform Act, and Government Code Section 1090, et seq., as set forth in Education Code Section 47604.1. The Charter School posts Board agendas for regular meetings at least 72 hours in advance at 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. The Corporation maintains a record book of meeting agendas and minutes. Copies of the Board agenda and minutes are posted on the Charter School website in both English and Spanish. All meetings of the Board of Directors are open to the public, excluding closed sessions as permitted by the Brown Act.

School Coordinating Council

The School Coordinating Council ("School Site Advisory Council" or "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 (4) 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 of all stakeholder groups. The Charter School Board of Directors shall have final authority on all Charter School related matters.

Parent/Community Town Hall Meetings

Approximately once a month, the 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 the Charter School and its students. Meetings are generally attended by the principal and administrative staff of the 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 the 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 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 the Charter School directly to the Charter School's operating account. Alliance maintains separate financial records for the 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 ensuring the success of their child and the school. The Charter School understands the importance of active parent involvement in the education of their children.

Parents of the 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 the 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. The 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.
-
- Parents are encouraged to accept responsibility and accountability for committing to support the Charter School and to participate as parent mentors.
- The 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.

The 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.

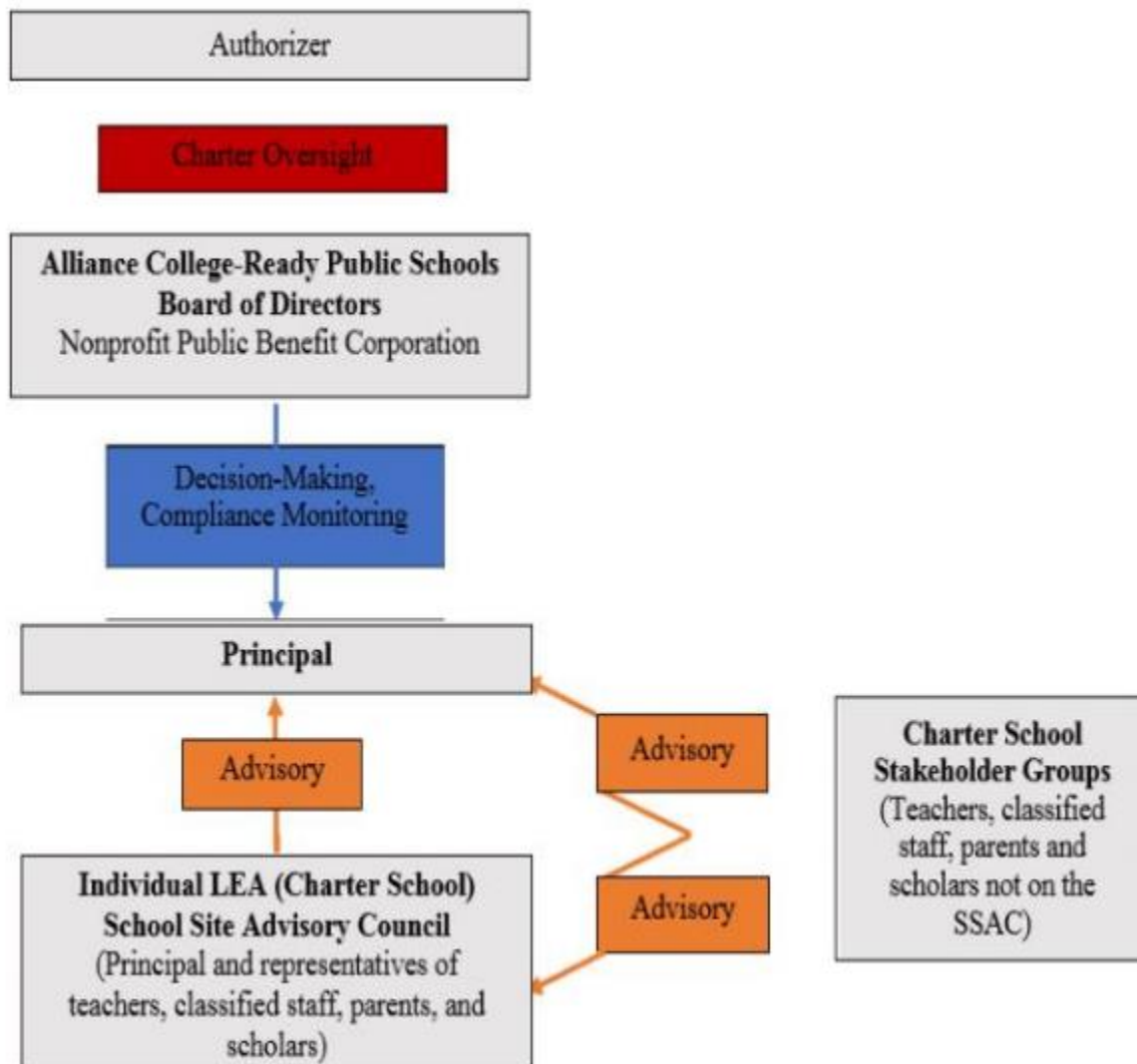
Community Engagement

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. The 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(c)(5)(E).)

EQUAL EMPLOYMENT OPPORTUNITY

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

ESEA/ESSA AND CREDENTIALING REQUIREMENTS

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

All employees must furnish or be able to provide:

- Legal documents establishing identity and employment authorization

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.

Principal: 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 Responsibilities:

- Drive instructional excellence by setting aspirational school goals and ensuring that teachers receive appropriate, targeted coaching and professional development to meet goals.

- Prepare all scholars to apply to, enroll, attend, and succeed in college by implementing a college-ready curriculum and supporting instructional activities, and by using multiple data points and ongoing data analysis to continually revise and improve the school's instructional program.
- Supervise, coach, develop, and evaluate teachers via regular observations, feedback, and coaching as part of Alliance's rigorous teacher development and support system.
- Create a culture of high expectations with a relentless focus on student achievement, college and career readiness, operational efficiency, and self-improvement.
- Maintain a safe and positive school environment in which students thrive, develop and grow.
- Develop a work environment to retain and develop exceptionally talented staff.
- Foster an environment of deep collaboration with families and caregivers, building strong relationships and encouraging their direct engagement in their students' school experiences.
- Partner with the Alliance Home Office to secure and allocate the resources and supports necessary to maintain the school's organizational health.

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.

THE STRONGEST CANDIDATES WILL HAVE/BE:

- A belief in and alignment with Alliance's educational philosophy to prepare students for the intellectual rigor of college and the skills required for 21st century careers
- Deep understanding of the nuances of urban school environments and school culture
- A proven track record of leading, managing, and coaching other educators to increase student achievement with a similar student population as Alliance schools in an urban or charter school
- Demonstrated experience working with diverse student populations and leading differentiated instructional support for special populations and different levels of learners
- Expertise in building a positive and collaborative adult culture
- Deep instructional expertise, including knowledge of Common Core-aligned instruction, developing student-centered classrooms, promoting personalized learning, and using instructional technology
- Excellent communication skills, both verbal and written
- An entrepreneurial spirit with an interest in innovative practices
- Ability to thrive in settings with autonomy, independence, and high levels of personal flexibility
- Strong interpersonal skills and ability to build and cultivate relationships with adult stakeholders
- A willingness to go above and beyond to contribute to the success of a dynamic team
- 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: 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 Responsibilities:

Instructional Leadership

- Lead teachers and teacher leaders in dramatically improving scholar outcomes through the implementation of a rigorous data-driven instructional cycle, high-quality professional development, aligned to identified gaps, and ongoing observation and feedback.
- Coach, manage, evaluate, support, and inspire a set of teachers and staff via observations with feedback that accurately captures strength and growth areas and supports measurable progress.
- Set high standards for achievement so that students are on track to be college-ready.
- Ensure that school-wide curriculum, assessments, differentiated instruction, and more detailed instructional strategies are aligned to the Common Core State Standards.

Vision and Cultural Leadership

- Project and encourage a positive, cooperative atmosphere within the school.
- Oversee systems and supports that ensure a positive school climate in which students can develop a love for learning and a sense of responsibility, self-worth, and good citizenship.
- Build and maintain strong relationships with families, students, and colleagues at the school site and the Alliance Home Office.
- Build a productive, positive staff culture in which staff members grow, learn, collaborate, thrive, and feel supported in achieving high expectations.
- Lead non-instructional school functions that vary by school site, but potentially include: testing coordination, compliance reporting, student activities/enrollment, etc.
- 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.

THE STRONGEST CANDIDATES WILL HAVE/BE:

- A belief in and alignment with Alliance's educational philosophy to prepare students for the intellectual rigor of college and the skills required for 21st century careers
- Deep understanding of the nuances of urban school environments and school culture
- Expertise in building a positive and collaborative adult culture
- Instructional expertise, including knowledge of Common Core-aligned instruction, student-centered classrooms, personalized learning, and instructional technology
- Ability to thrive in settings with autonomy, independence, and high levels of personal flexibility
- Strong interpersonal skills and ability to build and cultivate relationships with students and adults
- Deep belief in growth mindset

- Excellent communication skills, both verbal and written
- Ability to thrive in a fast-paced and achievement-oriented environment
- A willingness to go above and beyond to contribute to the success of a dynamic team
- Strong computer skills; e.g. school information systems

Director of Instruction: 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: 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:

- Bachelor's degree from an accredited college or university.
- A graduate degree in teaching, curriculum and instruction, or administration or a related field from an accredited college or university is preferred
- Three or more years of successful secondary teaching experience preferred.

Skills, Beliefs, and Mindset:

- Effective approaches to addressing student attendance and/or behavioral issues.
- Appropriate and restorative 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: 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 9th graders and students new to the school.
- 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 Support and Progress Team (SSPT) 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.

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: 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: 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: 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.

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: 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

Technology Assistant: 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: 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: 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: 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
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- Understanding of the nuances of urban school environments and school culture.

Custodian: 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 require all of the following:

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

(ii) The development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (J), inclusive, of paragraph (2) of subdivision (a) of Section 32282.

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

HEALTH, SAFETY AND EMERGENCY PREPAREDNESS PLAN

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

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

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

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

Comprehensive School Safety Plan

The Charter School shall adopt a Comprehensive School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include, but not be limited to: (1) an assessment of the current status of school crime committed on Charter School facilities and at Charter School-related functions; and (2) identifying appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School’s procedures for complying with applicable laws related to school safety, which shall include the development of all of the following pursuant to Education Code section 32282(a)(2)(A)-(J):

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

CHILD ABUSE AND NEGLECT MANDATED REPORTER TRAINING

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

Medication in School

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

ATHLETIC PROGRAMS

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

If the Charter School offers an interscholastic athletic program, it shall develop and post a written emergency action plan that describes procedures to be followed in the event of sudden cardiac arrest and other medical emergencies, acquire and regularly test and maintain at least one automated external defibrillator (AED) for the Charter School, and make the AED available at on-campus athletic activities or events according to the requirements of Education Code sections 35179.4 and 35179.6.

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

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

CRIMINAL BACKGROUND CLEARANCES AND FINGERPRINTING

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

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

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

IMMUNIZATION AND HEALTH SCREENING REQUIREMENTS

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

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

SAFE PLACE TO LEARN ACT

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

SUICIDE PREVENTION POLICY

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

HUMAN TRAFFICKING PREVENTION RESOURCES

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

FEMININE HYGIENE PRODUCTS

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

NUTRITIONALLY ADEQUATE FREE OR REDUCED-PRICE MEAL

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

CALIFORNIA HEALTHY YOUTH ACT

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

BULLYING PREVENTION

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

LGBTQ RESOURCES TRAINING

Charter School recognizes that it is encouraged to use schoolsite and community resources developed by the State Department of Education for the support of lesbian, gay, bisexual, transgender, queer, and questioning (LGBTQ) pupils to provide training at least once every 2 years to teachers and other certificated employees at each Charter School schoolsite that serves

pupils in grades 7 to 12, to increase support for LGBTQ pupils and thereby improve overall school climate. (Ed. Code § 218.)

TRANSPORTATION SAFETY PLAN

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

ELEMENT 7: Means to Achieve Racial and Ethnic Balance

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

COURT-ORDERED INTEGRATION

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

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

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

Written Plan to Achieve and Maintain LAUSD Ethnic Balance Goal

- Distribute notification about enrollment opportunities at Skirball to communities in Los Angeles Unified School District, including those that serve diverse populations.
- Publicize Skirball 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.

Skirball 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: Ongoing October-June
- School information sessions: Ongoing October-June
- 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, 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.

Skirball 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.

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

ELEMENT 8 Admission Policies and Procedures

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

DOCUMENTATION OF ADMISSIONS AND ENROLLMENT PROCESSES

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

HOMELESS AND FOSTER YOUTH

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

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

NON-DISCRIMINATION

Charter School shall not require a parent/legal guardian/student to provide information regarding a student's disability, gender, gender identity, gender expression, nationality, legal or economic status, primary language or English Learner status, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, including immigration status, or any other information that would violate federal or state law, prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment. Charter School may request, at the time of, and as part of, conducting its lottery process, the provision of information necessary to apply specific admissions preferences set forth in this Charter.

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

Charter School shall not discourage a student from enrolling or seeking to enroll in the Charter School, nor encourage a current student from disenrolling, for any reason, including, but not limited to, the student's academic performance, nationality, race, ethnicity, or sexual orientation or because the student is a student with disabilities, academically low achieving, an English learner, neglected or delinquent, homeless, economically disadvantaged, or a foster youth. The Charter School shall not request or require a student's records to be submitted before enrollment.

The Charter School shall post on its web site the California Department of Education notice of these requirements and shall provide the notice to parents/guardians or students age 18 and older when the parent/guardian or student inquiries about enrollment, before conducting an enrollment lottery, and before disenrollment of a student. (Ed. Code §§ 47605, 47605.6)

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

PREGNANT AND PARENTING STUDENT ACCOMMODATIONS

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

SEXUAL HARASSMENT POLICY NOTICE

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

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

Admission Requirements

Each student interested in enrolling at Skirball 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 Skirball 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.

Skirball is committed to serving all students. As detailed in Element 7, the Outreach Plan includes targeted efforts to recruit all students regardless of their disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any

other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, equal rights, and opportunities in admission. This includes students who are at risk of low achievement, socioeconomically 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 marketing 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:

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

In an effort to keep families together, in situations where siblings apply to Skirball together and they do not have any other siblings currently attending Skirball, 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 Skirball'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 offered 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 offered list and waitlist will be made available following the lottery (if needed) and upon request. Parents/guardians of applicants on the offered 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 5 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. We use an enrollment database system to log and document the fair execution of our lottery and waitlist.

ELEMENT 9: Annual Financial Audits

“The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.” (Ed. Code § 47605(c)(5)(I).)

Charter School shall provide for an annual audit that shall be conducted in compliance with applicable state and federal laws, including but not limited to the requirements of Education Code sections 47605(b)(c)(I) and 41020 as they may be amended from time to time. Charter School shall ensure compliance with the requirements of section 41020(f)(2), which makes it unlawful, absent an Education Audits Appeal Panel waiver, for a public accounting firm to provide audit services to a local educational agency if the lead audit partner, or coordinating audit partner, having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, has performed audit services for that local educational agency in each of the six previous years.

The following reports will be submitted to LAUSD, in the required format and within timelines to be specified by LAUSD, each year:

- a. Provisional Budget – Spring prior to operating fiscal year
 - b. Final Budget – July of the budget fiscal year
 - c. First Interim Projections – November of operating fiscal year
 - d. Second Interim Projections – February of operating fiscal year
 - e. Unaudited Actuals – July following the end of the fiscal year
 - f. Audited Actuals – December 15 following the end of the fiscal year
 - g. Classification Report – monthly according to Charter School’s Calendar
 - h. Statistical Report – monthly according to Charter School’s Calendar of Reports
- In addition:
- P1, first week of January
 - P2, first week of April
- i. Instructional Calendar – annually five weeks prior to first day of instruction
 - j. Other reports as requested by the District

As per the Alliance College-Ready Public Schools’ board approved Fiscal Policies and Procedures, the Alliance Home Office Chief Business 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 Vice President, Accounting and Chief Business Officer, to coordinate the completion of an annual audit of the Charter 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 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 Charter 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 Vice President, Accounting, will work with the Charter School’s leadership and 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 Board of Directors meeting.

The Vice President, Accounting ensures that the auditor sends the completed audit to the required agencies by the statutory deadline. As per relevant requirements, the Charter 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 Charter 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 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 from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:

(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil’s side of the story.

(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:

(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil’s basic rights.

(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil’s parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil’s educational rights holder, and shall inform the pupil, the pupil’s parent or guardian, or the pupil’s educational rights holder of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil’s parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, “involuntarily removed” includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).” (Ed. Code § 47605(c)(5)(J).)

GENERAL PROVISIONS

Charter School shall provide due process for all students, including adequate and timely notice to parents/guardians and students of the grounds for all suspension and expulsion recommendations and decisions and their due process rights regarding suspension and expulsion, including rights of appeal.

Charter School shall ensure that its policies and procedures regarding suspension and expulsion will be periodically reviewed, and modified as necessary, in order to conform to changes in state law.

Charter School shall ensure that its staff is knowledgeable about and complies with the District’s Discipline Foundation Policy and/or current equivalent policy.. Charter School shall comply with the terms of the School Discipline Policy and School Climate Bill of Rights resolution adopted by the LAUSD Board of Education on May 6, 2013.

Charter School shall be responsible for the appropriate interim placement of students during and pending the completion of Charter School's student expulsion process and shall facilitate the post-expulsion placement of expelled students.

Charter School shall document and implement the alternatives to suspension and expulsion that Charter School utilizes in response to attendance-related concerns, e.g. truancy or excessive tardiness.

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform him or her of the basis for which the pupil is being involuntarily removed and his or her right to request a hearing to challenge the involuntary removal. If a parent, guardian, or educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated in this section.

HOMEWORK TO SUSPENDED STUDENTS

For any student who has been suspended from school for two or more schooldays, Charter School shall provide student with the homework the student would otherwise have been assigned if requested by the student or student's parent/guardian. If a homework assignment is requested and turned in to the student's teacher either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, but it is not graded before the end of the academic term, then that assignment shall not be included in the calculation of the pupil's overall grade in the class. (Ed. Code § 48913.5)

STUDENTS WITH DISABILITIES

Charter School shall establish and implement policies and procedures to ensure full compliance with federal and state laws and regulations regarding the discipline of students with disabilities. If a student is recommended for expulsion and the student receives or is eligible for special education, pending the completion of the expulsion process, Charter School shall identify and provide special education programs and services at an appropriate interim educational placement determined in coordination with the LAUSD Division of Special Education.

In the case of a student who has an Individualized Education Program ("IEP"), or a student who has a Section 504 Plan, Charter School shall ensure that it follows correct disciplinary procedures to comply with the mandates of state and federal laws, including IDEA and section 504 of the Rehabilitation Plan of 1973. As set forth in the MOU regarding special education between the District and Charter School, an IEP team will meet to conduct a manifestation determination and to discuss alternative placement utilizing the District's Special Education Policies and Procedures

Manual. Prior to recommending expulsion for a student with a Section 504 Plan, Charter School's administrator will convene a Link Determination meeting to ask the following two questions:

- A. Was the misconduct caused by, or directly and substantially related to the student's disability?
- B. Was the misconduct a direct result of the Charter School's failure to implement Section 504?

NOTIFICATION OF THE DISTRICT

Upon expelling any student, Charter School shall notify the Charter Schools Division by submitting an expulsion packet to the CSD immediately or as soon as practicable, which shall contain:

- Completed "Notification of Charter School Expulsion" [form available from the CSD website or office], including attachments as required on the form
- Documentation of the expulsion proceeding, including statement of specific facts supporting the expulsion and documentation that Charter School's policies and procedures were followed
- Copy of parental notice of expulsion hearing
- Copy of expulsion notice provided to parent stating reason for expulsion, term of expulsion, rehabilitation plan, reinstatement notice with eligibility date and instructions for providing proof of student's compliance for reinstatement, appeal process, and options for enrollment
- If the student is eligible for Special Education, documentation related to expulsion in compliance with IDEA including the Expulsion Analysis page of the pre-expulsion IEP
- If the student is eligible for Section 504 accommodations, documentation that Charter School conducted a Link Determination meeting to address two questions:
 - A. Was the misconduct caused by, or directly and substantially related to the student's disability?
 - B. Was the misconduct a direct result of Charter School's failure to implement Section 504 Plan?

Notwithstanding and apart from the documentation sent to the Charter Schools Division as indicated above, if the student is a resident of a school district other than LAUSD, Charter School must notify the superintendent of the student's district of residence within 30 days of the expulsion. Additionally, upon request of the receiving school district, Charter School shall forward student records no later than 10 school days from the date of the request as stated in Education Code section 49068 (a) and (b).

OUTCOME DATA

Charter School shall gather and maintain all data related to placement, tracking, and monitoring of student suspensions, expulsions, involuntary removals, and reinstatements, and make such outcome data readily available to the District upon request.

REHABILITATION PLANS

Pupils who are expelled from Charter School shall be given a rehabilitation plan upon expulsion as developed by Charter School's governing board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. Terms of expulsion should be reasonable and fair with the weight of the expelling offense taken into consideration when determining the length of expulsion. Therefore, the rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the pupil may apply to Charter School for readmission. Charter School shall inform parents in writing of its processes for reinstatement and applying for expungement of the expulsion record.

READMISSION

Charter School's governing board shall adopt rules establishing a procedure for the filing and processing of requests for readmission and the process for the required review of all expelled pupils for readmission. Upon completion of the readmission process, Charter School's governing board shall readmit the pupil, unless Charter School's governing board makes a finding that the pupil has not met the conditions of the rehabilitation plan or continues to pose a danger to campus safety. A description of the procedure shall be made available to the pupil and the pupil's parent or guardian at the time the expulsion order is entered and the decision of the governing board, including any related findings, must be provided to the pupil and the pupil's parent/guardian within a reasonable time.

REINSTATEMENT

Charter School's governing board shall adopt rules establishing a procedure for processing reinstatements, including the review of documents regarding the rehabilitation plan. Charter School is responsible for reinstating the student upon the conclusion of the expulsion period in a timely manner.

GUN-FREE SCHOOLS ACT

Charter School shall comply with the federal Gun-Free Schools Act.

Student Discipline System

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 Skirball. 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. 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.

Skirball 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 such.

Skirball 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 also subject to, but not limited to, the following progressive actions:

- Verbal warning
- Phone call to parent/guardian
- Loss of privileges (e.g. attending after school 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

Skirball has adopted the *Los Angeles Unified School District Suspension and Expulsion Matrix* as identified below (Education Code section 48915(b)). 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) or twenty (20) school days in one academic year for general education students.

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

LAUSD Suspension and Expulsion Matrix

Category I Student Offenses with <u>No</u> Principal Discretion (except as otherwise precluded by law)	Category II* Student Offenses with <u>Limited</u> Principal Discretion	Category III* Student Offenses with <u>Broad</u> Principal Discretion
Principal <u>shall immediately</u> suspend and recommend expulsion when the following occur <u>at school or at a school activity off campus</u> . [E.C. 48915(c)]	Principal <u>must</u> 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 <u>may</u> 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. Possession/Under influence of marijuana (1 st offense < 1 oz.) or controlled substance or alcohol or any intoxicant. 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 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 (-wide) activities. (suspension only by administrator, no expulsion) E.C. 48900(k)**; 48915(e) 10. Knowingly received stolen school or private property. E.C. 48900(i); 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 Scholar Discipline & Expulsion Support Unit (October 10, 2016)

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

Skirball'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)(1).

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.

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 in the primary language of the guardian. 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 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.

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

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. During the term of the suspension, Skirball 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 an 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 up to 30 school days 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 Board of Directors. 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 shall be in the primary language of the guardian. 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 in 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. Also, in accordance to the LAUSD Suspension and Expulsion Matrix (Ed Code 48915(b)), 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.

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 expel and the student is still enrolled, 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. The notice shall be in the primary language of the guardian. 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. Records of the proceeding will be made available at anytime upon request to the Principal.

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. The notice shall be in the primary language of the guardian. 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 Charter 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.

ELEMENT 11: Employee Retirement Systems

“The manner by which staff members of the charter schools will be covered by the State Teachers’ Retirement System, the Public Employees’ Retirement System, or federal social security.” (Ed. Code § 47605(c)(5)(K).)

Charter School shall comply in a timely manner with all applicable federal and state laws and regulations, as they may change from time to time, including but not limited to Internal Revenue Code section 414(d) and related regulations, governing Charter School’s participation in, and/or coverage of its staff members by, the State Teachers’ Retirement System (CalSTRS), the Public Employees’ Retirement System (CalPERS), and/or federal social security.

If Charter School participates in, or otherwise covers its staff members by enrolling or continuing their enrollment in, a “government plan” governed by section 414(d) (e.g., CalPERS), upon dissolution or final liquidation of Charter School, and/or its nonprofit public benefit corporation, notwithstanding any provision in Element 15 to the contrary, Charter School shall distribute its net assets in accordance with section 414(d), related regulations, and the government plan’s requirements.

If Charter School participates in CalSTRS and/or CalPERS, Charter School shall continue such participation for the duration of Charter School’s existence under the same CDS code, if mandated by applicable legal and retirement plan requirements.

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 7/01/2020, certificated employees contribute 10.205% (if subject to PEPPRA) or 10.25% (if not subject to PEPPRA) and Skirball contributes 16.15%. 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 7/01/2020, employees contribute 7% (if subject to PEPPRA) or 7% (if not subject to PEPPRA) and Skirball contributes 20.7%. 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 - Skirball participates in Old Age Survivor Disability Insurance (OASDI) for non-PERS/STRS eligible part-time employees. The 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(c)(5)(L).)

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

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

As a public charter school authorized to operate within the boundaries of the Los Angeles Unified School District, Alliance Jack H. Skirball Middle 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 Jack H. Skirball Middle 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(c)(5)(M).)

Employees of the District who choose to leave the employment of the District to work at Charter School shall have no automatic rights of return to the District after employment at Charter School unless specifically granted by the District through a leave of absence or other agreement or policy of the District as aligned with the collective bargaining agreements of the District. Leave and return rights for District union-represented employees and former employees who accept employment with Charter School will be administered in accordance with applicable collective bargaining agreements and any applicable judicial rulings.

ELEMENT 14: Mandatory Dispute Resolution

“The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter.” (Ed. Code § 47605(c)(5)(N).)

GENERAL PROVISIONS

Any claim, controversy or dispute between the District and Charter School arising out of, or relating to, this Charter, except for any claim, controversy or dispute related to the authorization, non-renewal, revision, and/or revocation of this Charter, (“Dispute”) shall be resolved pursuant to the terms of this Element 14.

Notwithstanding any other provision of law, each party shall bear and be solely responsible for all of its own attorneys’ fees, costs and expenses associated with any Dispute, including, but not limited to, any written/oral communication, meeting, Issues Conference, mediation, arbitration, administrative and/or civil action (including all levels of appeal), and no party shall be ordered to pay, or be awarded, any other party’s attorneys’ fees, costs or expenses in connection therewith, regardless of who may be deemed the prevailing party. Any fees, costs and expenses charged by a mediator or arbitrator (including all associated administration fees, costs and expenses) shall be shared equally by the parties regardless of the outcome or award. To that effect, any order or award of attorneys’ fees, costs and/or expenses, or mediator’s or arbitrator’s fees, costs or expenses (including any associated administration fees, costs and expenses), issued by a mediator, arbitrator, judicial officer (including all levels of appeal) or jury in any Dispute shall be deemed invalid as a matter of law and unenforceable by one party against the other party.

PROPOSITION 39 DISPUTES

Any Dispute related to or arising out of Education Code section 47614 and/or its implementing regulations set forth in California Code of Regulations, title 5, section 11969 et seq. (“Proposition 39”), shall be resolved in accordance with the procedures set forth below:

- 1) Any Dispute shall be communicated in writing (“Written Notification”). The Written Notification must identify the nature of the Dispute and all supporting facts. The Written Notification shall be tendered to the other party by personal delivery, by facsimile or e-mail, or by certified mail. The Written Notification shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00 p.m., or otherwise on the business day following personal delivery; (b) if by facsimile or e-mail, upon electronic confirmation of receipt; or (c) if by certified mail, two (2) business days after deposit in the U.S. Mail.

Unless directed otherwise, all Written Notifications to the District and Charter School shall be addressed respectively as follows:

Director
Charter Schools Division
Los Angeles Unified School District
333 South Beaudry Avenue, 20th Floor
Los Angeles, California 90017

Director/Principal
Alliance Jack H. Skirball Middle

- 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 Jack H. Skirball Middle
603 E. 115th Street, Los Angeles, CA 90059

- 2) A written response ("Written Response") shall be tendered to the other party within twenty (20) business days from the date of receipt of the Written Notification or other date as determined by mutual agreement of the parties. The Written Response shall be tendered to the other party by personal delivery, by facsimile or e-mail, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such communication if delivered by 5:00 p.m., or otherwise on the business day following personal delivery; (b) if by facsimile or e-mail, upon electronic confirmation of receipt; or (c) if by certified mail, two (2) business days after deposit in the U.S. Mail.
- 3) If the Dispute has not been otherwise resolved by mutual agreement, the parties agree to schedule a conference to discuss the Dispute identified in the Written Notice ("Issue Conference"). The Issue Conference shall take place within fifteen (15) business days from the date from the date on which the Written Response is received by the other party or other date as determined by mutual agreement of the parties.
- 4) If the Dispute has not been resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Within fifteen (15) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties, the parties shall mutually agree upon the selection of a mediator. If the parties are unable to mutually agree upon the selection of a mediator, the mediator shall be selected from a list of mediators prepared and provided by the American Arbitration Association. Mediation proceedings shall commence within thirty (30) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.
- 5) If the mediation is not successful, then the parties agree to resolve the Dispute by binding arbitration conducted by a single arbitrator. Unless the parties mutually agree otherwise, arbitration proceedings shall be administered in accordance with the commercial arbitration rules of the American Arbitration Association. The

arbitrator must be an active member of the State Bar of California or a retired judge of the state or federal judiciary of California.

ELEMENT 15: Charter School Closure Procedures

“The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records.” (Ed. Code § 47605(c)(5)(O).)

REVOCATION OF THE CHARTER

The District may revoke the Charter pursuant to the provisions set forth in the Charter Schools Act of 1992, as they may be amended from time to time. The District may revoke the Charter of Charter School if the District finds, through a showing of substantial evidence, that Charter School did any of the following:

- Charter School committed a material violation of any of the conditions, standards, or procedures set forth in the Charter.
- Charter School failed to meet or pursue any of the pupil outcomes identified in the Charter.
- Charter School failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement.
- Charter School violated any provision of law.

Prior to revocation, and in accordance with Education Code section 47607(g) and state regulations, the LAUSD Board of Education will notify Charter School in writing of the specific violation, and give Charter School a reasonable opportunity to cure the violation, unless the LAUSD Board of Education determines, in writing, that the violation constitutes a severe and imminent threat to the health or safety of the pupils. Revocation proceedings are not subject to the dispute resolution provisions set forth in this Charter.

Pursuant to Education Code section 47607.3, a charter school identified for needing assistance and provided advice and assistance from the California Collaborative for Educational Excellence based on failure to satisfy state evaluation rubrics may be subject to revocation.

CLOSURE ACTION

The decision to close Charter School, by the governing board of Charter School must be documented in a “Closure Action”. A Closure Action shall be deemed to have been automatically taken when any of the following occur: the Charter is revoked (subject to the provisions of Education Code section 47607(f)) or non-renewed by the LAUSD Board of Education and Charter School has exhausted its revocation or non-renewal administrative appeal rights pursuant to Education Code sections 47605(k) and 47607(j), or its administrative appeal rights have lapsed, or the charter school voluntarily closes at any stage of the administrative appeal process; the governing board of Charter School votes to close Charter School; or the Charter lapses.

CLOSURE PROCEDURES

The procedures for charter school closure set forth below are guided by Education Code sections 47604.32, 47605, and 47607 as well as California Code of Regulations, title 5,

sections 11962 and 11962.1, and are based on “Charter Schools Closure - Requirements and Recommendations” posted on the California Department of Education website. All references to “Charter School” apply to Charter School, including its nonprofit corporation and governing board.

Designation of Responsible Person(s) and Funding of Closure

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

Notification of Closure Action

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

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

6. The California Department of Education (CDE). Charter School shall send written notification of the Closure Action to the CDE by registered mail within 72 hours of the Closure Action. Charter School shall provide a copy of this notification to the CSD.
7. Any school district that may be responsible for providing education services to the former students of Charter School. Charter School shall send written notification of the Closure Action within 72 hours of the Closure Action. This notice must include a list of potentially returning students and their home schools based on student residence. Charter School shall provide a copy of these notifications, if any, to the CSD.
8. All Charter School employees and vendors within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written employee and vendor notification, with any attachments, to the CSD.

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

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

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

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

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

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

Notification of employees and vendors shall include:

1. The effective date of the closure of Charter School

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

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

Records Retention and Transfer

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

1. Charter School shall provide the District with all original student cumulative files and behavior records, pursuant to District policy and applicable District handbook(s) regarding cumulative records for secondary and elementary schools, for all students, both active and inactive, of Charter School. Transfer of the complete and organized original student records to the District, in accordance with District procedures applicable at the time of closure, shall occur within seven (7) calendar days of the effective date of closure.
2. Charter School's process for transferring copies of student records to receiving schools shall be in accordance with applicable law and LAUSD procedures for students moving from one school to another.
3. Charter School shall prepare and provide an electronic master list of all students to the Charter Schools Division in accordance with the District procedures applicable at the time of closure. This list shall include the student's identification number, Statewide Student Identifier (SSID), birthdate, grade, full name, address, home school/school district, enrollment date, exit code, exit date, parent/guardian name(s), and phone number(s). If the Charter School closure occurs before the end of the school year, the list also shall indicate the name of the school to which each student is transferring, if known. This electronic master list shall be delivered to the CSD in the form of a CD or otherwise in accordance with District procedures.
4. Charter School must organize the original cumulative files for delivery to the District in two categories: active students and inactive students. Charter School will coordinate with the CSD for the delivery and/or pickup of student records.
5. Charter School must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.
6. Charter School must provide to the CSD a copy of student attendance records, teacher gradebooks, and Title I records (if applicable).

7. Charter School must provide to the CSD the name, title, and contact information of the person designated to maintain all Charter School personnel records after the closure. Personnel records to be transferred to and maintained by the designee must include any and all employee records, including but not limited to, records related to performance and grievance. Charter School must provide to the CSD and the designee a list of all active and inactive employees and their periods of service. Both Charter School and the designee, individually and separately, shall inform the CSD immediately upon the transfer of Charter School's employee records to the designee.
8. Charter School shall ensure that all records are boxed and clearly labeled by classification of documents and the required duration of storage in accordance with District procedures.
9. Charter School shall provide to the responsible person(s) designated by the governing board of Charter School to conduct all closure-related activities a list of students in each grade level and, for each student, a list of classes completed and the student's district of residence.

Financial Close-Out

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

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

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

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

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

District SELPA or the SELPA in which Charter School participates, and other categorical funds will be returned to the source of funds.

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

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

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

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

Disposition of Liabilities and Assets

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

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

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

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

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

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

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

- a. File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines.
- b. Make final federal tax payments (employee taxes, etc.)
- c. Complete and submit all required federal and state filings and notices to the State of California, the Internal Revenue Service, and the Department of the Treasury, including but not limited to final tax returns and forms (e.g., Form 990 and related Schedules).

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

In the event that the Charter School closes, the Alliance Home Office Chief Business Officer, supported by the Alliance Home Office Vice President of Accounting 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 its Board of Education as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy. Coverage shall be

maintained with no Self-Insured Retention above \$15,000 without the prior written approval of the Division of Risk Management and Insurance Services for the LAUSD.

2. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect Charter School from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
3. Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if Charter School does not operate a student transportation service. If Charter School provides student transportation services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
4. Crime Insurance or Fidelity Bond coverage shall be maintained by Charter School to cover all Charter School employees who handle, process or otherwise have responsibility for Charter School funds, supplies, equipment, or other assets. Minimum amount of coverage shall be \$1,000,000 per occurrence/\$1,000,000 aggregate, with deductible that is acceptable to the Los Angeles Unified School District.
5. Cyber Liability insurance coverage with minimum limits of \$500,000 per occurrence and \$500,000 general aggregate.
6. Professional Educators Errors and Omissions liability coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate.
7. Sexual Molestation and Abuse coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy. Whether this coverage is separately issued or included by endorsement to another policy, such coverage shall be endorsed to name the Los Angeles Unified School District and Its Board of Education as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy.
8. Employment Practices Legal Liability coverage with limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate.
9. Excess/Umbrella Liability insurance with limits of not less than \$10,000,000 is required of all high schools and any other school that participates in competitive interscholastic or intramural sports programs.

Coverages and limits of insurance may be accomplished through individual primary policies or through a combination of primary and excess policies and alternative methods of coverage as approved by the District. Where specifically required above, and with respect to any other coverage for which such endorsements and/or provisions are available, each policy shall be endorsed to name the Los Angeles Unified School District and Its Board of Education as named

additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy.

Evidence of Insurance

Charter School shall furnish to the District's Division of Risk Management and Insurance Services located at 333 S. Beaudry Ave, 28th Floor, Los Angeles CA 90017 at the outset of the Charter agreement and within 30 calendar days of the inception or effective date of any new policies, renewals, or changes, certificates of insurance evidencing such coverage and signed by authorized representatives of the insurance carrier. Certificates shall be endorsed as follows:

"Charter school shall be required to provide LAUSD with 30 days prior written notice by certified mail, return receipt requested, if the insurance afforded by this policy shall be suspended, cancelled, reduced in coverage limits or non-renewed."

With respect to the coverages for which additional insured status is required as set forth above, the certificate(s) of insurance shall reflect Los Angeles Unified School District's and Its Board of Education's status as named additional insureds thereunder, and shall attach a copy of the endorsement(s) extending such coverage.

Facsimile or reproduced signatures may be acceptable upon review by the Division of Risk Management and Insurance Services. However, the District reserves the right to require certified copies of any required insurance policies.

Should Charter School deem it prudent and/or desirable to have insurance coverage for damage or theft to Charter School, employee or student property, for student accident, or any other type of insurance coverage not listed above, such insurance shall not be provided by the District and its purchase shall be the responsibility of Charter School.

Hold Harmless/Indemnification Provision

To the fullest extent permitted by law, Charter School does hereby agree, at its own expense, to indemnify, defend and hold harmless the LAUSD and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers from and against any and all claims, damages, losses and expenses including but not limited to attorneys' fees, brought by any person or entity whatsoever, arising out of, or relating to, this Charter agreement. Charter School further agrees to the fullest extent permitted by law, at its own expense, to indemnify, defend, and hold harmless the LAUSD and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers from and against any and all claims, damages, losses and expenses including but not limited to attorneys' fees, brought by any person or entity whatsoever for claims, damages, losses and expenses arising from or relating to acts or omission of acts committed by Charter School and/or its officers, directors, employees or volunteers. Moreover, Charter School agrees to indemnify, defend and hold harmless the LAUSD and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers, for any contractual liability resulting from third party contracts with Charter School's vendors, contractors, partners or sponsors.

FISCAL MATTERS

District Oversight Costs

The District may charge for the actual costs of oversight of Charter School not to exceed 1% of Charter School's revenue, or the District may charge for the actual costs of oversight of Charter School not to exceed 3% if Charter School is able to obtain substantially rent free facilities from the District. Notwithstanding the foregoing, the District may charge the maximum oversight fee allowed under the law as it may change from time to time. The oversight fee provided herein is separate and distinct from the charges arising under charter school facilities use agreements.

Cash Reserves

Charter School acknowledges that the recommended cash reserve is 5% of expenditures, as provided in section 15450, title 5 of the California Code of Regulations.

Third Party Contracts

Charter School shall ensure that all third party contracts, whether oral or written, for supplies, equipment, goods and/or services, for the direct or indirect benefit of, or otherwise related to the operation of, Charter School, require compliance with and otherwise conform to all applicable local, state, and federal policies, regulations, laws, and guidelines, including but not limited to licensing and permit requirements as well as requirements related to protection of health and safety.

Special Education Revenue Adjustment/Payment for Services

In the event that Charter School owes funds to the District for the provision of agreed upon or fee for service or special education services or as a result of the State's adjustment to allocation of special education revenues from Charter School, Charter School authorizes the District to deduct any and all of the in lieu property taxes that Charter School otherwise would be eligible to receive under section 47635 of the Education Code to cover such owed amounts. Charter School further understands and agrees that the District shall make appropriate deductions from the in lieu property tax amounts otherwise owed to Charter School. Should this revenue stream be insufficient in any fiscal year to cover any such costs, Charter School agrees that it will reimburse the District for the additional costs within forty-five (45) business days of being notified of the amounts owed.

Student Body Funds

Charter School shall supervise and manage any and all student body funds in a manner consistent with the provisions of Education Code sections 48930-48938. Charter School shall include and address student body funds in its financial reports, and ensure that such funds are included and addressed in Charter School's annual audit as a stand-alone item.

Audit and Inspection of Records

Charter School agrees to observe and abide by the following terms and conditions as a requirement for receiving and maintaining its charter authorization:

- Charter School is subject to District oversight.
- The District's statutory oversight responsibility continues throughout the life of the Charter and requires that the District, among other things, monitors the fiscal condition of Charter School.
- The District is authorized to revoke this Charter for, among other reasons, the failure of Charter School to meet generally accepted accounting principles or if Charter School engages in fiscal mismanagement.

Accordingly, the District hereby reserves the right, pursuant to its oversight responsibility, to audit Charter School books, records, data, processes and procedures through the District Office of the Inspector General or other means. The audit may include, but is not limited to, the following areas:

- Compliance with terms and conditions prescribed in the Charter agreement,
- Internal controls, both financial and operational in nature,
- The accuracy, recording and/or reporting of Charter School's financial information,
- Charter School's debt structure,
- Governance policies, procedures and history,
- The recording and reporting of attendance data,
- Charter School's enrollment process,
- Compliance with safety plans and procedures, and
- Compliance with applicable grant requirements.

Charter School shall cooperate fully with such audits and shall make available any and all records necessary for the performance of the audit upon 30 days' notice to Charter School. When 30 days' notice may defeat the purpose of the audit, the District may conduct the audit upon 24-hours' notice.

Fiscal Policies and Procedures

Charter School shall establish, maintain, and implement sound fiscal policies and procedures, including but not limited to internal controls governing all financial and business-related activities.

Apportionment Eligibility for Students Over 19 Years of Age

Charter School acknowledges that, in order for a pupil over nineteen (19) years of age to remain eligible for generating charter school apportionment, the pupil shall be continuously enrolled in public school and make satisfactory progress toward award of a high school diploma. (Ed. Code § 47612(b).)

Local Control and Accountability Plan

In accordance with California Education Code sections 47604.33 and 47606.5, Charter School shall include in its annual update a “listing and description of the expenditures for the fiscal year implementing the specific actions included in the charter as a result of the reviews and assessment required by paragraph (1)” of section 47606.5(a). (Ed. Code § 47606.5(b).)

ADDENDUM

Assurances, Affirmations, and Declarations

Alliance Jack H. Skirball (also referred to herein as “Skirball” and “Charter School”) shall:

- Be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code (hereinafter “Ed. Code”) § 47605(e)(1).)
- Not charge tuition. (Ed. Code § 47605(e)(1).)
- Not discriminate against any pupil on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, including immigration status. (Ed. Code § 47605(e)(1); Ed. Code § 220.)
- Except as provided in Education Code section 47605(e)(2), admission to a charter school shall not be determined according to the place of residence of the pupil, or of his or her parent or legal guardian, within this state, except that an existing public school converting partially or entirely to a charter school under this part shall adopt and maintain a policy giving admission preference to pupils who reside within the former attendance area of that school. (Ed. Code § 47605(e)(1).)
- Admit all pupils who wish to attend Charter School. (Ed. Code § 47605(e)(2)(A).)
- Except for existing pupils of Charter School, determine attendance by a public random drawing if the number of pupils who wish to attend Charter School exceeds Charter School’s capacity. Preference shall be extended to pupils currently attending Charter School and pupils who reside in the Los Angeles Unified School District (also referred to herein as “LAUSD” and “District”). Preferences shall not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation, and shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment. (Ed. Code § 47605(e)(2)(B).)
- Charter school shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code section 47605(e)(2)(B)(iii). (Ed. Code § 47605(e)(4).)
- If a pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, Charter School shall notify the superintendent of the school district of the

pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card, and health information. (Ed. Code § 47605(e)(3).)

- Meet all statewide standards and conduct the pupil assessments required pursuant to Education Code sections 60605 and 60851 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non-charter public schools. (Ed. Code § 47605(d)(1).)
- Consult, on a regular basis, with Charter School's parents, legal guardians, and teachers regarding the school's educational programs. (Ed. Code § 47605(d)(2).)

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

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

Element 1 – The Educational Program

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

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

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

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

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

ACADEMIC CALENDAR AND SCHEDULES

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

MATHEMATICS PLACEMENT

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

TRANSITIONAL KINDERGARTEN

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

WASC ACCREDITATION

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

ENGLISH LEARNERS

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

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

- How Charter School's EL Master Plan provides all of its English Learners, including but not limited to Long Term English Learners (LTELs) with an effective English language acquisition program as well as meaningful and equitable access to Charter School's core academic curriculum
- How English Learners' specific needs will be identified
- What services will be offered
- How, where, and by whom the services will be provided
- How Charter School will evaluate its EL program each year, and how the results of this evaluation will be used to improve the program, including the provision of EL services

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

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

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

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

STUDENTS WITH DISABILITIES

Federal Law Compliance

Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and the Individuals with Disabilities Education Improvement Act of 2004.

Special Education Program

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

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

of Education Code section 56195.3(b). In this instance, Charter School will execute a MOU with LAUSD on provisions of special education as a member of a non-LAUSD SELPA.

SELPA Reorganization

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

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

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

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

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

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

“The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.” (Ed. Code § 47605(c)(5)(C).)

MEASURABLE GOALS OF THE EDUCATIONAL PROGRAM

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

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

STANDARDIZED TESTING

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

Element 4 – Governance

“The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement.” (Ed. Code § 47605(c)(5)(D).)

GENERAL PROVISIONS

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

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

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

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

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

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

LEGAL AND POLICY COMPLIANCE

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

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

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

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

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

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

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

TITLE IX, SECTION 504, AND UNIFORM COMPLAINT PROCEDURES

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

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

Charter School shall adopt and implement specific and continuing procedures for notifying applicants for admission and employment, students and parents of elementary and secondary school students, employees, sources of referral of applicants for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements

with Charter School, that Charter School does not discriminate on the basis of sex or mental or physical disability in the educational programs or activities which it operates, and that it is required by Title IX and Section 504 not to discriminate on any such basis.

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

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

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

RESPONDING TO INQUIRIES

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

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

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

NOTIFICATION OF THE DISTRICT

Charter School shall notify the Charter Schools Division (CSD) in writing of any citations or notices of workplace hazards, investigations by outside governmental regulatory or investigative agencies, lawsuits, changes in corporate or legal status (e.g., loss of IRS 501(c)(3) status), or other

formal complaints or notices, within one week of receipt of such notices by Charter School. Unless prohibited by law, Charter School shall notify the CSD in writing of any internal investigations within one week of commencing investigation. Charter School shall notify the CSD within 24 hours of any dire emergency or serious threat to the health and safety of students or staff.

STUDENT RECORDS

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

PARENT ENGAGEMENT

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

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

FEDERAL PROGRAM COMPLIANCE

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

ESEA and other applicable federal programs. Charter School also acknowledges that, as part of its oversight of Charter School, the District may conduct program review for federal as well as state compliance.

Element 5 – Employee Qualifications

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

EQUAL EMPLOYMENT OPPORTUNITY

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

ESEA/ESSA AND CREDENTIALING REQUIREMENTS

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

Element 6 – Health and Safety Procedures

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

- (i) That each employee of the charter school furnish it with a criminal record summary as described in Section 44237***
- (ii) The development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (J), inclusive, of paragraph (2) of subdivision (a) of Section 32282.***
- (iii) That the school safety plan be reviewed and updated by March 1 of every year by the charter school.” (Ed. Code § 47605(c)(5)(F).)***

HEALTH, SAFETY AND EMERGENCY PREPAREDNESS PLAN

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

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

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

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

Comprehensive School Safety Plan

The Charter School shall adopt a Comprehensive School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include, but not be limited to: (1) an assessment of the current status of school crime committed on Charter School facilities and at Charter School-related functions; and (2) identifying appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School's procedures for complying with applicable laws related to school safety, which shall include the development of all of the following pursuant to Education Code section 32282(a)(2)(A)-(J):

- Child abuse reporting procedures
- Routine and emergency disaster procedures
- Policies for students who committed an act under Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations

- Procedures to notify teachers of dangerous students pursuant to Education Code section 49079
- A discrimination and harassment policy consistent with Education Code section 200
- Provisions of any schoolwide dress code that prohibits students from wearing “gang-related apparel” if applicable
- Procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
- A safe and orderly environment conducive to learning at the Charter School
- The rules and procedures on Charter School discipline
- Procedures for conducting tactical responses to criminal incidents, including procedures related to individuals with guns on Charter School campus(es) and at school-related functions.

CHILD ABUSE AND NEGLECT MANDATED REPORTER TRAINING

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

Medication in School

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

ATHLETIC PROGRAMS

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

If the Charter School offers an interscholastic athletic program, it shall develop and post a written emergency action plan that describes procedures to be followed in the event of sudden cardiac arrest and other medical emergencies, acquire and regularly test and maintain at least one automated external defibrillator (AED) for the Charter School, and make the AED available at on-campus athletic activities or events according to the requirements of Education Code sections 35179.4 and 35179.6.

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

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

CRIMINAL BACKGROUND CLEARANCES AND FINGERPRINTING

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

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

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

IMMUNIZATION AND HEALTH SCREENING REQUIREMENTS

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

Charter School shall comply with all federal and state legal requirements related to student immunization, health examination, and health screening, including but not limited to screening for vision, hearing, and scoliosis pursuant to Education Code section 49450 et seq, to the same extent

as would be required if the students were attending a non-charter public school. Charter School shall maintain student immunization, health examination, and health screening records on file.

SAFE PLACE TO LEARN ACT

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

SUICIDE PREVENTION POLICY

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

HUMAN TRAFFICKING PREVENTION RESOURCES

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

FEMININE HYGIENE PRODUCTS

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

NUTRITIONALLY ADEQUATE FREE OR REDUCED-PRICE MEAL

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

CALIFORNIA HEALTHY YOUTH ACT

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

BULLYING PREVENTION

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

LGBTQ RESOURCES TRAINING

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

TRANSPORTATION SAFETY PLAN

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

Element 7 – Means to Achieve Racial and Ethnic Balance

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

COURT-ORDERED INTEGRATION

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

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

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

Element 8 – Admission Policies and Procedures

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

DOCUMENTATION OF ADMISSIONS AND ENROLLMENT PROCESSES

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

HOMELESS AND FOSTER YOUTH

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

enroll and provide services for all students, and provides a standard District contact number for access to additional information regarding enrollment.

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

NON-DISCRIMINATION

Charter School shall not require a parent/legal guardian/student to provide information regarding a student's disability, gender, gender identity, gender expression, nationality, legal or economic status, primary language or English Learner status, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, including immigration status, or any other information that would violate federal or state law, prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment. Charter School may request, at the time of, and as part of, conducting its lottery process, the provision of information necessary to apply specific admissions preferences set forth in this Charter.

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

Charter School shall not discourage a student from enrolling or seeking to enroll in the Charter School, nor encourage a current student from disenrolling, for any reason, including, but not limited to, the student's academic performance, nationality, race, ethnicity, or sexual orientation or because the student is a student with disabilities, academically low achieving, an English learner, neglected or delinquent, homeless, economically disadvantaged, or a foster youth. The Charter School shall not request or require a student's records to be submitted before enrollment. The Charter School shall post on its web site the California Department of Education notice of these requirements and shall provide the notice to parents/guardians or students age 18 and older when the parent/guardian or student inquiries about enrollment, before conducting an enrollment lottery, and before disenrollment of a student. (Ed. Code §§ 47605, 47605.6)

Charter School shall adopt policy that is consistent with the model policy developed by the California Attorney General addressing the Charter School's response to immigration enforcement, notify parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, prohibit the collection of information or documents

regarding the immigration status of students or their family members, and fulfill other requirements of Education Code section 234.7.

PREGNANT AND PARENTING STUDENT ACCOMMODATIONS

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

SEXUAL HARASSMENT POLICY NOTICE

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

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

Element 9 – Annual Financial Audits

“The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.” (Ed. Code § 47605(c)(5)(I).)

Charter School shall provide for an annual audit that shall be conducted in compliance with applicable state and federal laws, including but not limited to the requirements of Education Code sections 47605(b)(c)(I) and 41020 as they may be amended from time to time. Charter School shall ensure compliance with the requirements of section 41020(f)(2), which makes it unlawful, absent an Education Audits Appeal Panel waiver, for a public accounting firm to provide audit services to a local educational agency if the lead audit partner, or coordinating audit partner, having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, has performed audit services for that local educational agency in each of the six previous years.

The following reports will be submitted to LAUSD, in the required format and within timelines to be specified by LAUSD, each year:

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

In addition:

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

Element 10 – Suspension and Expulsion Procedures

“The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:

(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil’s side of the story.

(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:

(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil’s basic rights.

(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil’s parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil’s educational rights holder, and shall inform the pupil, the pupil’s parent or guardian, or the pupil’s educational rights holder of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil’s parent, guardian, or educational rights holder initiates

the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, “involuntarily removed” includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).” (Ed. Code § 47605(c)(5)(J).)

GENERAL PROVISIONS

Charter School shall provide due process for all students, including adequate and timely notice to parents/guardians and students of the grounds for all suspension and expulsion recommendations and decisions and their due process rights regarding suspension and expulsion, including rights of appeal.

Charter School shall ensure that its policies and procedures regarding suspension and expulsion will be periodically reviewed, and modified as necessary, in order to conform to changes in state law.

Charter School shall ensure that its staff is knowledgeable about and complies with the District’s Discipline Foundation Policy and/or current equivalent policy. Charter School shall comply with the terms of the School Discipline Policy and School Climate Bill of Rights resolution adopted by the LAUSD Board of Education on May 6, 2013.

Charter School shall be responsible for the appropriate interim placement of students during and pending the completion of Charter School’s student expulsion process and shall facilitate the post-expulsion placement of expelled students.

Charter School shall document and implement the alternatives to suspension and expulsion that Charter School utilizes in response to attendance-related concerns, e.g. truancy or excessive tardiness.

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student or the student’s parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student’s educational rights holder, and shall inform him or her of the basis for which the pupil is being involuntarily removed and his or her right to request a hearing to challenge the involuntary removal. If a parent, guardian, or educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student’s parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, “involuntarily removed” includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated in this section.

HOMEWORK TO SUSPENDED STUDENTS

For any student who has been suspended from school for two or more schooldays, Charter School shall provide student with the homework the student would otherwise have been assigned if requested by the student or student's parent/guardian. If a homework assignment is requested and turned in to the student's teacher either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, but it is not graded before the end of the academic term, then that assignment shall not be included in the calculation of the pupil's overall grade in the class. (Ed. Code § 48913.5)

STUDENTS WITH DISABILITIES

Charter School shall establish and implement policies and procedures to ensure full compliance with federal and state laws and regulations regarding the discipline of students with disabilities. If a student is recommended for expulsion and the student receives or is eligible for special education, pending the completion of the expulsion process, Charter School shall identify and provide special education programs and services at an appropriate interim educational placement determined in coordination with the LAUSD Division of Special Education.

In the case of a student who has an Individualized Education Program ("IEP"), or a student who has a Section 504 Plan, Charter School shall ensure that it follows correct disciplinary procedures to comply with the mandates of state and federal laws, including IDEA and section 504 of the Rehabilitation Plan of 1973. As set forth in the MOU regarding special education between the District and Charter School, an IEP team will meet to conduct a manifestation determination and to discuss alternative placement utilizing the District's Special Education Policies and Procedures Manual. Prior to recommending expulsion for a student with a Section 504 Plan, Charter School's administrator will convene a Link Determination meeting to ask the following two questions:

- A. Was the misconduct caused by, or directly and substantially related to the student's disability?
- B. Was the misconduct a direct result of the Charter School's failure to implement Section 504?

NOTIFICATION OF THE DISTRICT

Upon expelling any student, Charter School shall notify the Charter Schools Division by submitting an expulsion packet to the CSD immediately or as soon as practicable, which shall contain:

- Completed "Notification of Charter School Expulsion" [form available from the CSD website or office], including attachments as required on the form

- Documentation of the expulsion proceeding, including statement of specific facts supporting the expulsion and documentation that Charter School's policies and procedures were followed
- Copy of parental notice of expulsion hearing
- Copy of expulsion notice provided to parent stating reason for expulsion, term of expulsion, rehabilitation plan, reinstatement notice with eligibility date and instructions for providing proof of student's compliance for reinstatement, appeal process, and options for enrollment
- If the student is eligible for Special Education, documentation related to expulsion in compliance with IDEA including the Expulsion Analysis page of the pre-expulsion IEP
- If the student is eligible for Section 504 accommodations, documentation that Charter School conducted a Link Determination meeting to address two questions:
 - A. Was the misconduct caused by, or directly and substantially related to the student's disability?
 - B. Was the misconduct a direct result of Charter School's failure to implement Section 504 Plan?

Notwithstanding and apart from the documentation sent to the Charter Schools Division as indicated above, if the student is a resident of a school district other than LAUSD, Charter School must notify the superintendent of the student's district of residence within 30 days of the expulsion. Additionally, upon request of the receiving school district, Charter School shall forward student records no later than 10 school days from the date of the request as stated in Education Code section 49068 (a) and (b).

OUTCOME DATA

Charter School shall gather and maintain all data related to placement, tracking, and monitoring of student suspensions, expulsions, involuntary removals, and reinstatements, and make such outcome data readily available to the District upon request.

REHABILITATION PLANS

Pupils who are expelled from Charter School shall be given a rehabilitation plan upon expulsion as developed by Charter School's governing board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. Terms of expulsion should be reasonable and fair with the weight of the expelling offense taken into consideration when determining the length of expulsion. Therefore, the rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the pupil may apply to Charter School for readmission. Charter School shall inform parents in writing of its processes for reinstatement and applying for expungement of the expulsion record.

READMISSION

Charter School's governing board shall adopt rules establishing a procedure for the filing and processing of requests for readmission and the process for the required review of all expelled pupils for readmission. Upon completion of the readmission process, Charter School's governing board shall readmit the pupil, unless Charter School's governing board makes a finding that the pupil has not met the conditions of the rehabilitation plan or continues to pose a danger to campus safety. A description of the procedure shall be made available to the pupil and the pupil's parent or guardian at the time the expulsion order is entered and the decision of the governing board, including any related findings, must be provided to the pupil and the pupil's parent/guardian within a reasonable time.

REINSTATEMENT

Charter School's governing board shall adopt rules establishing a procedure for processing reinstatements, including the review of documents regarding the rehabilitation plan. Charter School is responsible for reinstating the student upon the conclusion of the expulsion period in a timely manner.

GUN-FREE SCHOOLS ACT

Charter School shall comply with the federal Gun-Free Schools Act.

Element 11 – Employee Retirement Systems

“The manner by which staff members of the charter schools will be covered by the State Teachers’ Retirement System, the Public Employees’ Retirement System, or federal social security.” (Ed. Code § 47605(c)(5)(K).)

Charter School shall comply in a timely manner with all applicable federal and state laws and regulations, as they may change from time to time, including but not limited to Internal Revenue Code section 414(d) and related regulations, governing Charter School's participation in, and/or coverage of its staff members by, the State Teachers' Retirement System (CalSTRS), the Public Employees' Retirement System (CalPERS), and/or federal social security.

If Charter School participates in, or otherwise covers its staff members by enrolling or continuing their enrollment in, a “government plan” governed by section 414(d) (e.g., CalPERS), upon dissolution or final liquidation of Charter School, and/or its nonprofit public benefit corporation, notwithstanding any provision in Element 15 to the contrary, Charter School shall distribute its net assets in accordance with section 414(d), related regulations, and the government plan's requirements.

If Charter School participates in CalSTRS and/or CalPERS, Charter School shall continue such participation for the duration of Charter School's existence under the same CDS code, if mandated by applicable legal and retirement plan requirements.

Element 12 – Public School Attendance Alternatives

“The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.” (Ed. Code § 47605(c)(5)(L).)

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

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

Element 13 – Rights of District Employees

“The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school.” (Ed. Code § 47605(c)(5)(M).)

Employees of the District who choose to leave the employment of the District to work at Charter School shall have no automatic rights of return to the District after employment at Charter School unless specifically granted by the District through a leave of absence or other agreement or policy of the District as aligned with the collective bargaining agreements of the District. Leave and return rights for District union-represented employees and former employees who accept employment with Charter School will be administered in accordance with applicable collective bargaining agreements and any applicable judicial rulings.

Element 14 – Mandatory Dispute Resolution

“The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter.” (Ed. Code § 47605(c)(5)(N).)

GENERAL PROVISIONS

Any claim, controversy or dispute between the District and Charter School arising out of, or relating to, this Charter, except for any claim, controversy or dispute related to the authorization, non-renewal, revision, and/or revocation of this Charter, (“Dispute”) shall be resolved pursuant to the terms of this Element 14.

Notwithstanding any other provision of law, each party shall bear and be solely responsible for all of its own attorneys’ fees, costs and expenses associated with any Dispute, including, but not limited to, any written/oral communication, meeting, Issues Conference, mediation, arbitration, administrative and/or civil action (including all levels of appeal), and no party shall be ordered to pay, or be awarded, any other party’s attorneys’ fees, costs or expenses in connection therewith, regardless of who may be deemed the prevailing party. Any fees, costs and expenses charged by a mediator or arbitrator (including all associated administration fees, costs and expenses) shall be shared equally by the parties regardless of the outcome or award. To that effect, any order or award of attorneys’ fees, costs and/or expenses, or mediator’s or arbitrator’s fees, costs or expenses (including any associated administration fees, costs and expenses), issued by a mediator, arbitrator, judicial officer (including all levels of appeal) or jury in any Dispute shall be deemed invalid as a matter of law and unenforceable by one party against the other party.

PROPOSITION 39 DISPUTES

Any Dispute related to or arising out of Education Code section 47614 and/or its implementing regulations set forth in California Code of Regulations, title 5, section 11969 et seq. (“Proposition 39”), shall be resolved in accordance with the procedures set forth below:

- 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 Jack H. Skirball Middle
603 East 115th St.
Los Angeles, CA 90059

- 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 Jack H. Skirball Middle
603 East 115th St.
Los Angeles, CA 90059

- 2) A written response (“Written Response”) shall be tendered to the other party within twenty (20) business days from the date of receipt of the Written Notification or other date as determined by mutual agreement of the parties. The Written Response shall be tendered to the other party by personal delivery, by facsimile or e-mail, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such communication if delivered by 5:00 p.m., or otherwise on the business day following personal delivery; (b) if by facsimile or e-mail, upon electronic confirmation of receipt; or (c) if by certified mail, two (2) business days after deposit in the U.S. Mail.
- 3) If the Dispute has not been otherwise resolved by mutual agreement, the parties agree to schedule a conference to discuss the Dispute identified in the Written Notice (“Issue Conference”). The Issue Conference shall take place within fifteen (15) business days from the date from the date on which the Written Response is received by the other party or other date as determined by mutual agreement of the parties.

- 4) If the Dispute has not been resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Within fifteen (15) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties, the parties shall mutually agree upon the selection of a mediator. If the parties are unable to mutually agree upon the selection of a mediator, the mediator shall be selected from a list of mediators prepared and provided by the American Arbitration Association. Mediation proceedings shall commence within thirty (30) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.
- 5) If the mediation is not successful, then the parties agree to resolve the Dispute by binding arbitration conducted by a single arbitrator. Unless the parties mutually agree otherwise, arbitration proceedings shall be administered in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitrator must be an active member of the State Bar of California or a retired judge of the state or federal judiciary of California.

Element 15 – Charter School Closure Procedures

“The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records.” (Ed. Code § 47605(c)(5)(O).)

REVOCATION OF THE CHARTER

The District may revoke the Charter pursuant to the provisions set forth in the Charter Schools Act of 1992, as they may be amended from time to time. The District may revoke the Charter of Charter School if the District finds, through a showing of substantial evidence, that Charter School did any of the following:

- Charter School committed a material violation of any of the conditions, standards, or procedures set forth in the Charter.
- Charter School failed to meet or pursue any of the pupil outcomes identified in the Charter.
- Charter School failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement.
- Charter School violated any provision of law.

Prior to revocation, and in accordance with Education Code section 47607(g) and state regulations, the LAUSD Board of Education will notify Charter School in writing of the specific violation, and

give Charter School a reasonable opportunity to cure the violation, unless the LAUSD Board of Education determines, in writing, that the violation constitutes a severe and imminent threat to the health or safety of the pupils. Revocation proceedings are not subject to the dispute resolution provisions set forth in this Charter.

Pursuant to Education Code section 47607.3, a charter school identified for needing assistance and provided advice and assistance from the California Collaborative for Educational Excellence based on failure to satisfy state evaluation rubrics may be subject to revocation.

CLOSURE ACTION

The decision to close Charter School, by the governing board of Charter School must be documented in a “Closure Action”. A Closure Action shall be deemed to have been automatically taken when any of the following occur: the Charter is revoked (subject to the provisions of Education Code section 47607(f)) or non-renewed by the LAUSD Board of Education and Charter School has exhausted its revocation or non-renewal administrative appeal rights pursuant to Education Code sections 47605(k) and 47607(j), or its administrative appeal rights have lapsed, or the charter school voluntarily closes at any stage of the administrative appeal process; the governing board of Charter School votes to close Charter School; or the Charter lapses.

CLOSURE PROCEDURES

The procedures for charter school closure set forth below are guided by Education Code sections 47604.32, 47605, and 47607 as well as California Code of Regulations, title 5, sections 11962 and 11962.1, and are based on “Charter Schools Closure - Requirements and Recommendations” posted on the California Department of Education website. All references to “Charter School” apply to Charter School, including its nonprofit corporation and governing board.

Designation of Responsible Person(s) and Funding of Closure

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

Notification of Closure Action

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

1. The LAUSD Charter Schools Division (CSD). Charter School shall provide the CSD with written notice of (1) the person(s) designated to be responsible for conducting and overseeing all closure activities, and (2) the source, location, and management of the

funding for such activities. If the Closure Action is an act of Charter School, Charter School shall provide the CSD with a copy of the governing board resolution or minutes that documents its Closure Action.

2. Parents/guardians of all students, and all majority age and emancipated minor students, currently enrolled in Charter School within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written parent notification to the CSD.
3. Los Angeles County Office of Education (LACOE). Charter School shall send written notification of the Closure Action to LACOE by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to the CSD.
4. The Special Education Local Plan Area (SELPA) in which Charter School participates. Charter School shall send written notification of the Closure Action to the SELPA in which Charter School participates by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to the CSD.
5. The retirement systems in which Charter School's employees participate. Within fourteen (14) calendar days of the Closure Action, Charter School shall notify, as applicable, the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), the Social Security Administration, and the Los Angeles County Office of Education of the Closure Action, and follow their respective procedures for dissolving contracts and reporting. Charter School shall provide a copy of these notifications and correspondence to the CSD.
6. The California Department of Education (CDE). Charter School shall send written notification of the Closure Action to the CDE by registered mail within 72 hours of the Closure Action. Charter School shall provide a copy of this notification to the CSD.
7. Any school district that may be responsible for providing education services to the former students of Charter School. Charter School shall send written notification of the Closure Action within 72 hours of the Closure Action. This notice must include a list of potentially returning students and their home schools based on student residence. Charter School shall provide a copy of these notifications, if any, to the CSD.
8. All Charter School employees and vendors within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written employee and vendor notification, with any attachments, to the CSD.

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

1. The effective date of the closure of Charter School
2. The name(s) and contact information for the person(s) handling inquiries regarding the closure

3. The students' school districts of residence
4. How parents/guardians of all students, and all majority age and emancipated minor students, may obtain copies of student records and transcripts, including specific information on completed courses and credits that meet graduation requirements

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

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

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

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

Notification of employees and vendors shall include:

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

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

Records Retention and Transfer

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

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

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

Financial Close-Out

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

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

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

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

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

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

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

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

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

Disposition of Liabilities and Assets

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

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

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

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

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

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

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

- a. File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines.
- b. Make final federal tax payments (employee taxes, etc.)
- c. Complete and submit all required federal and state filings and notices to the State of California, the Internal Revenue Service, and the Department of the Treasury, including but not limited to final tax returns and forms (e.g., Form 990 and related Schedules).

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

Additional Provisions

FACILITIES

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

District-Owned Facilities

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

commencing use. Charter School shall implement and otherwise comply with the terms of any and all applicable facilities use agreements between Charter School and the District.

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

For a Sole Occupant Agreement or any other use agreement that is not a Proposition 39 Single Year Co-location Use Agreement or a lease issued through the Notice of Intent and bid process, the term may be co-terminous with the approved Charter, as permitted by law. Charter School and the District shall negotiate any modifications of the agreement with the goal of such amendment or new agreement being considered by the LAUSD Board of Education with the renewal of the charter petition. If Charter School and the District cannot execute an agreement in time for such to be considered by the Board of Education with the renewal of the charter petition, the approval of the renewal of the charter petition shall be conditioned upon Charter School and the District executing an amendment to the existing use agreement or a new agreement no later than May 1st or within nine (9) months of the date of the Board of Education's approval of the renewal of the charter petition. During such time period Charter School shall be permitted to remain in occupancy of the District facilities under the terms and conditions of the immediately preceding, executed use agreement; provided, that if Charter School and the District cannot agree upon and execute an amendment or new use agreement by said deadline, Charter School shall vacate the District facilities on or before June 30th of said school year.

Charter School acknowledges and agrees that occupancy and use of District facilities shall be in compliance with applicable laws and District policies for the operation and maintenance of District facilities and furnishings and equipment. Charter School shall comply with all District health, safety, and emergency procedures and requirements and shall be subject to inspection by the District's Facilities Services Division, OEHS, and other District offices in the same manner as other LAUSD campuses. All District facilities (i.e., schools) will remain subject to those laws applicable to public schools.

In the event of an emergency, all District facilities (i.e., schools) are available for use by the American Red Cross and public agencies as emergency locations, which may disrupt or prevent Charter School from conducting its educational programs. If Charter School will share the use of District facilities with other District user groups, Charter School agrees that it will participate in and observe all District safety policies (e.g., emergency chain of information and participation in safety drills).

The use agreements provided by the District for District facilities shall contain terms and conditions addressing issues such as, but not limited to, the following:

- Use: Charter School will be restricted to using the District facilities for the operation of a public school providing educational instruction to public school students consistent with the terms of the Charter and incidental related uses. Separate and apart from its right as authorizer to observe and inspect any part of the charter school at any time pursuant to Education Code 47607(a)(1), the District shall have and reserves the right to inspect District facilities upon reasonable notice to Charter School.
- Furnishings and Equipment: The District shall retain ownership of any furnishings and equipment, including technology, (“F&E”) that it provides to Charter School for use. Charter School, at its sole cost and expense, shall provide maintenance and other services for the good and safe operation of the F&E.
- Leasing; Licensing: Use of the District facilities by any person or entity other than Charter School shall be administered by the District. The parties may agree to an alternative arrangement in the use agreement.
- Programs, Services, and Activities Outside Instructional Program; Third Party Vendors:
 - (i) Any program, service, or activity provided outside the instructional program shall be subject to the terms and provisions of the use agreement, and, additionally, may require a license, permit, or additional agreement issued by the District. The term “instructional program” is defined, per Education Code section 47612 and 5 CCR section 11960, as those required educational activities that generate funding based on “average daily attendance” and includes those extracurricular programs, services, and/or activities that students are required to participate in and do not require the payment of any consideration or fee.
 - (ii) Any program, service, or activity requiring the payment of any consideration or fee or provided by a third party vendor (defined as any person or entity other than Charter School), whether paid or volunteer and regardless of whether such may be within the instructional program, shall be subject to the terms and provisions of the use agreement and such third party vendor shall be required to obtain a license, permit, or additional agreement from the District.
- Minimum Payments or Charges to be Paid to District Arising from the Facilities:
 - (i) Pro Rata Share: The District shall collect, and Charter School shall pay a Pro Rata Share for facilities costs as provided in the Charter Schools Act of 1992 and its regulations. The parties may agree to an alternative arrangement regarding facilities costs in the use agreement; and
 - (ii) Taxes; Assessments: Generally, Charter School shall pay any assessment or fee imposed upon or levied on the LAUSD facilities that it is occupying or Charter School’s legal or equitable interest created by the use agreement.

- Maintenance & Operations Services: In the event the District agrees to allow Charter School to perform any of the operation and maintenance services, the District shall have the right to inspect the District facilities, and the costs incurred in such inspection shall be paid by Charter School.
 - (i) Co-Location: If Charter School is co-locating or sharing the District facilities with another user, the District shall provide the operations and maintenance services for the District facilities and Charter School shall pay the Pro Rata Share. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such in the use agreement.
 - (ii) Sole Occupant: If Charter School is a sole occupant of District facilities, the District shall allow Charter School, at its sole cost and expense, to provide some operations and maintenance services for the District facilities in accordance with applicable laws and LAUSD's policies on operations and maintenance services for facilities and F&E. NOTWITHSTANDING THE FOREGOING, the District shall provide all services for regulatory inspections which as the owner of the real property it is required to submit, and deferred maintenance, and Charter School shall pay LAUSD for the cost and expense of providing those services. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such services in the use agreement.
- Real Property Insurance: Prior to occupancy, Charter School shall satisfy requirements to participate in LAUSD's property insurance or, if Charter School is the sole occupant of LAUSD facilities, obtain and maintain separate property insurance for the LAUSD facilities. Charter School shall **not** have the option of obtaining and maintaining separate property insurance for the LAUSD facility IF Charter School is co-locating or sharing the LAUSD facility with another user.

Non-District-Owned Facilities

Occupancy and Use of the Site: Prior to occupancy or use of any school site or facility, Charter School shall provide the CSD with a current Certificate of Occupancy or equivalent document issued by the applicable permitting agency that allows Charter School to use and occupy the site as a charter school. Charter School shall not exceed the operating capacity of the site and shall operate within any limitations or requirements provided by the Certificate of Occupancy and any applicable permit. Charter School may not open or operate without providing a copy of an appropriate Certificate of Occupancy to the CSD. If Charter School intends to move or expand to another facility during the term of this Charter, Charter School shall adhere to any and all District policies and procedures regarding charter material revision and non-material amendment. Prior to occupancy or use of any such additional or changed school site, Charter School shall provide an appropriate Certificate of Occupancy to the CSD for such facility. Notwithstanding any language

to the contrary in this Charter, the interpretation, application, and enforcement of this provision are not subject to the Dispute Resolution Process outlined in Element 14.

Facility Compliance: Prior to occupancy or use of any non-District-owned school site and/or facility, Charter School shall ensure that the site and/or facility complies with all applicable building codes, standards and regulations adopted by the city and/or county agencies responsible for building and safety standards for the city in which Charter School is to be located, federal and state accessibility requirements (including the Americans with Disabilities Act (ADA) and Section 504), and all other applicable fire, health, and structural safety and access requirements. This requirement shall also apply to the construction, reconstruction, alteration of or addition to the facility. Charter School shall resolve in a timely manner any and all corrective actions, orders to comply, and notices issued by any authorized building and safety agency. Charter School cannot exempt itself from applicable building and zoning codes, ordinances, and ADA/Section 504 requirements. Charter School shall maintain on file readily accessible records that document facilities compliance and shall promptly provide such documentation to the CSD upon request.

Pest Management: Charter School shall comply with the Healthy Schools Act, Education Code section 17608, which details pest management requirements for schools.

Asbestos Management: Charter School shall comply with the asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40 C.F.R. part 763. AHERA requires that any building leased or acquired that is to be used as a school or administrative building shall maintain an asbestos management plan.

INSURANCE

Insurance Requirements

No coverage shall be provided to Charter School by the District under any of the District's self-insured programs or commercial insurance policies. Charter School shall secure and maintain, at a minimum, insurance as set forth below with insurance companies acceptable to the District [A.M. Best A-, VII or better] or the equivalent provided through a California Joint Powers Authority self-insurance program to protect Charter School from claims which may arise from its operations. Each Charter School location shall meet the below insurance requirements individually.

It shall be Charter School's responsibility, not the District's, to monitor its vendors, contractors, partners, and/or sponsors for compliance with the insurance requirements.

The following insurance policies are required:

1. Commercial General Liability, including Fire Legal Liability, coverage of \$5,000,000 per Occurrence and in the Aggregate. The policy shall be endorsed to name the Los Angeles Unified School District and its Board of Education as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy. Coverage shall be maintained with no Self-Insured Retention above \$15,000 without the prior written approval of the Division of Risk Management and Insurance Services for the LAUSD.
2. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect Charter School from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
3. Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if Charter School does not operate a student transportation service. If Charter School provides student transportation services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
4. Crime Insurance or Fidelity Bond coverage shall be maintained by Charter School to cover all Charter School employees who handle, process or otherwise have responsibility for Charter School funds, supplies, equipment, or other assets. Minimum amount of coverage shall be \$1,000,000 per occurrence/\$1,000,000 aggregate, with deductible that is acceptable to the Los Angeles Unified School District.
5. Cyber Liability insurance coverage with minimum limits of \$500,000 per occurrence and \$500,000 general aggregate.
6. Professional Educators Errors and Omissions liability coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate.
7. Sexual Molestation and Abuse coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy. Whether this coverage is separately issued or included by endorsement to another policy, such coverage shall be endorsed to name the Los Angeles Unified School District and Its Board of Education as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy.

8. Employment Practices Legal Liability coverage with limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate.
9. Excess/Umbrella Liability insurance with limits of not less than \$10,000,000 is required of all high schools and any other school that participates in competitive interscholastic or intramural sports programs.

Coverages and limits of insurance may be accomplished through individual primary policies or through a combination of primary and excess policies and alternative methods of coverage as approved by the District. Where specifically required above, and with respect to any other coverage for which such endorsements and/or provisions are available, each policy shall be endorsed to name the Los Angeles Unified School District and Its Board of Education as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy.

Evidence of Insurance

Charter School shall furnish to the District's Division of Risk Management and Insurance Services located at 333 S. Beaudry Ave, 28th Floor, Los Angeles CA 90017 at the outset of the Charter agreement and within 30 calendar days of the inception or effective date of any new policies, renewals, or changes, certificates of insurance evidencing such coverage and signed by authorized representatives of the insurance carrier. Certificates shall be endorsed as follows:

“Charter school shall be required to provide LAUSD with 30 days prior written notice by certified mail, return receipt requested, if the insurance afforded by this policy shall be suspended, cancelled, reduced in coverage limits or non-renewed.”

With respect to the coverages for which additional insured status is required as set forth above, the certificate(s) of insurance shall reflect Los Angeles Unified School District's and Its Board of Education's status as named additional insureds thereunder, and shall attach a copy of the endorsement(s) extending such coverage.

Facsimile or reproduced signatures may be acceptable upon review by the Division of Risk Management and Insurance Services. However, the District reserves the right to require certified copies of any required insurance policies.

Should Charter School deem it prudent and/or desirable to have insurance coverage for damage or theft to Charter School, employee or student property, for student accident, or any other type of insurance coverage not listed above, such insurance shall not be provided by the District and its purchase shall be the responsibility of Charter School.

Hold Harmless/Indemnification Provision

To the fullest extent permitted by law, Charter School does hereby agree, at its own expense, to indemnify, defend and hold harmless the LAUSD and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers from and against any and all claims, damages, losses and expenses including but not limited to attorneys' fees, brought by any person or entity whatsoever, arising out of, or relating to, this Charter agreement. Charter School further agrees to the fullest extent permitted by law, at its own expense, to indemnify, defend, and hold harmless the LAUSD and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers from and against any and all claims, damages, losses and expenses including but not limited to attorneys' fees, brought by any person or entity whatsoever for claims, damages, losses and expenses arising from or relating to acts or omission of acts committed by Charter School and/or its officers, directors, employees or volunteers. Moreover, Charter School agrees to indemnify, defend and hold harmless the LAUSD and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers, for any contractual liability resulting from third party contracts with Charter School's vendors, contractors, partners or sponsors.

FISCAL MATTERS

District Oversight Costs

The District may charge for the actual costs of oversight of Charter School not to exceed 1% of Charter School's revenue, or the District may charge for the actual costs of oversight of Charter School not to exceed 3% if Charter School is able to obtain substantially rent free facilities from the District. Notwithstanding the foregoing, the District may charge the maximum oversight fee allowed under the law as it may change from time to time. The oversight fee provided herein is separate and distinct from the charges arising under charter school facilities use agreements.

Cash Reserves

Charter School acknowledges that the recommended cash reserve is 5% of expenditures, as provided in section 15450, title 5 of the California Code of Regulations.

Third Party Contracts

Charter School shall ensure that all third party contracts, whether oral or written, for supplies, equipment, goods and/or services, for the direct or indirect benefit of, or otherwise related to the operation of, Charter School, require compliance with and otherwise conform to all applicable local, state, and federal policies, regulations, laws, and guidelines, including but not limited to

licensing and permit requirements as well as requirements related to protection of health and safety.

Special Education Revenue Adjustment/Payment for Services

In the event that Charter School owes funds to the District for the provision of agreed upon or fee for service or special education services or as a result of the State's adjustment to allocation of special education revenues from Charter School, Charter School authorizes the District to deduct any and all of the in lieu property taxes that Charter School otherwise would be eligible to receive under section 47635 of the Education Code to cover such owed amounts. Charter School further understands and agrees that the District shall make appropriate deductions from the in lieu property tax amounts otherwise owed to Charter School. Should this revenue stream be insufficient in any fiscal year to cover any such costs, Charter School agrees that it will reimburse the District for the additional costs within forty-five (45) business days of being notified of the amounts owed.

Student Body Funds

Charter School shall supervise and manage any and all student body funds in a manner consistent with the provisions of Education Code sections 48930-48938. Charter School shall include and address student body funds in its financial reports, and ensure that such funds are included and addressed in Charter School's annual audit as a stand-alone item.

Audit and Inspection of Records

Charter School agrees to observe and abide by the following terms and conditions as a requirement for receiving and maintaining its charter authorization:

- Charter School is subject to District oversight.
- The District's statutory oversight responsibility continues throughout the life of the Charter and requires that the District, among other things, monitors the fiscal condition of Charter School.
- The District is authorized to revoke this Charter for, among other reasons, the failure of Charter School to meet generally accepted accounting principles or if Charter School engages in fiscal mismanagement.

Accordingly, the District hereby reserves the right, pursuant to its oversight responsibility, to audit Charter School books, records, data, processes and procedures through the District Office of the Inspector General or other means. The audit may include, but is not limited to, the following areas:

- Compliance with terms and conditions prescribed in the Charter agreement,

- Internal controls, both financial and operational in nature,
- The accuracy, recording and/or reporting of Charter School's financial information,
- Charter School's debt structure,
- Governance policies, procedures and history,
- The recording and reporting of attendance data,
- Charter School's enrollment process,
- Compliance with safety plans and procedures, and
- Compliance with applicable grant requirements.

Charter School shall cooperate fully with such audits and shall make available any and all records necessary for the performance of the audit upon 30 days' notice to Charter School. When 30 days' notice may defeat the purpose of the audit, the District may conduct the audit upon 24-hours' notice.

Fiscal Policies and Procedures

Charter School shall establish, maintain, and implement sound fiscal policies and procedures, including but not limited to internal controls governing all financial and business-related activities.

Apportionment Eligibility for Students Over 19 Years of Age

Charter School acknowledges that, in order for a pupil over nineteen (19) years of age to remain eligible for generating charter school apportionment, the pupil shall be continuously enrolled in public school and make satisfactory progress toward award of a high school diploma. (Ed. Code § 47612(b).)

Local Control and Accountability Plan

In accordance with California Education Code sections 47604.33 and 47606.5, Charter School shall include in its annual update a "listing and description of the expenditures for the fiscal year implementing the specific actions included in the charter as a result of the reviews and assessment required by paragraph (1)" of section 47606.5(a). (Ed. Code § 47606.5(b).)