



CRETE ACADEMY  
a public charter school



**CHARTER PETITION FOR FIVE-YEAR TERM**  
**July 1, 2017 through June 30, 2022**

**Respectfully Submitted to the**  
**LOS ANGELES UNIFIED SCHOOL DISTRICT**  
**on**

**September 23, 2016**

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## **Assurances, Affirmations, and Declarations**

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

- Be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code (hereinafter “Ed. Code”) § 47605(d)(1).)
- Not charge tuition. (Ed. Code § 47605(d)(1).)
- Not discriminate against any pupil on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code. (Ed. Code § 47605(d)(1).)
- Except as provided in Education Code section 47605(d)(2), admission to a charter school shall not be determined according to the place of residence of the pupil, or of his or her parent or legal guardian, within this state, except that an existing public school converting partially or entirely to a charter school under this part shall adopt and maintain a policy giving admission preference to pupils who reside within the former attendance area of that school. (Ed. Code § 47605(d)(1).)
- Admit all pupils who wish to attend Charter School. (Ed. Code § 47605(d)(2)(A).)
- Except for existing pupils of Charter School, determine attendance by a public random drawing if the number of pupils who wish to attend Charter School exceeds Charter School’s capacity. Preference shall be extended to pupils currently attending Charter School and pupils who reside in the Los Angeles Unified School District (also referred to herein as “LAUSD” and “District”). (Ed. Code § 47605(d)(2)(B).)
- If a pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, Charter School shall notify the superintendent of the school district of the pupil’s last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card, and health information. (Ed. Code § 47605(d)(3).)
- Meet all statewide standards and conduct the pupil assessments required pursuant to Education Code sections 60605 and 60851 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non-charter public schools. (Ed. Code § 47605(c)(1).)

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

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

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

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## **Element 1 – The Educational Program**

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

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

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

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

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

### **ACADEMIC CALENDAR AND SCHEDULES**

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

### **MATHEMATICS PLACEMENT**

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

### **TRANSITIONAL KINDERGARTEN**

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

### **HIGH SCHOOL EXIT EXAMINATION**

Charter School shall comply with the requirements of Education Code sections 60851.5 and 60851.6.

### **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 (ELs) 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 academic core 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 (on or about October 1), Charter School shall submit a certification to the LAUSD Charter Schools Division (CSD) that certifies that Charter School has adopted and is implementing either the LAUSD English Learner Master Plan *or* Charter School's own English Learner Master Plan. If Charter School chooses to implement its own EL plan, the plan shall include, but is not limited to, the following:

- How English Learners' 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, 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 the requirements of the LAUSD Special Education Local Plan Area ("SELPA") Local Plan for Special Education.

### **SELPA Reorganization**

The Los Angeles Unified School District is approved to operate as a single-District SELPA under the provisions of Education Code section 56195.1(a). As a Single-District SELPA, the District has created two charter school sections (District-operated Programs and Charter-

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

### **Modified Consent Decree Requirements**

All charter schools approved by the LAUSD Board of Education are bound by and must adhere to the terms, conditions and requirements of the *Chanda Smith* Modified Consent Decree (“MCD”) and other court orders imposed upon the District pertaining to special education. The MCD is a consent decree entered in a federal court class action lawsuit initially brought on behalf of students with disabilities in LAUSD. It is an agreement of the parties approved by the federal court and monitored by a court-appointed independent monitor. The MCD includes nineteen statistically measureable outcomes and facilities obligations that the District has to achieve to disengage from the MCD and federal court oversight. All charter schools are required to use the District’s Special Education Policies and Procedures Manual and Welligent, the District-wide web-based software system used for online Individualized Education Programs (“IEPs”) and tracking of related services provided to students during the course of their education.

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

- End of Year Suspension

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



- • Statewide Assessment Data  
The standard file including District ID.

- Norm day

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

- CBEDS

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

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

- Dropout

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

- Monthly SESAC and Suspension data

- Graduation roster from all charter schools with 12th grade students with disabilities

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

## GENERAL INFORMATION

### 1. GENERAL INFORMATION TABLE

|   |  |
|---|--|
| <b><u>GENERAL INFORMATION</u></b>   |  |
| • The contact person for Charter School is:   | Hattie Arrington   |
| • The contact address for Charter School is:  | 3579 E Foothill Blvd. # 605<br>Pasadena, CA 91107-3119                   |
| • The contact phone number for Charter School is:   | 626-272-1109   |
| • The proposed address or ZIP Code of the target community to be served by Charter School is:   | 655 W. 70 <sup>th</sup> St. Los Angeles, CA 90044 (Athens/Vermont Vista) |
| • This location is in LAUSD Board District:   | 7  |
| • This location is in LAUSD Local District:   | South  |
| • The grade configuration of Charter School is:   | TK-6   |
| • The number of students in the first year will be:   | 111  |
| • The grade level(s) of the students in the first year will be:   | TK-2   |
| • Charter School's scheduled first day of instruction in 2017- 2018 is:   | August 14, 2017  |
| • The enrollment capacity is: (Enrollment capacity is defined as the total number of students who may be enrolled in Charter School regardless of student residency.) | 363  |
| • The type of instructional calendar (e.g., traditional/year- round, single track/multi-track, extended day/year) will be:  | Traditional  |
| • The bell schedule for Charter School will be:   | 8:00 a.m. to 3:15 pm   |
| • The term of this Charter shall be from:   | July 1, 2017 to June 30, 2022  |

## COMMUNITY NEED FOR CHARTER SCHOOL

### 2. COMMUNITY NEED FOR PROPOSED CHARTER SCHOOL

Crete Academy is being founded by a group of individuals passionate about creating opportunities for children living in poverty. The vision for the school came about from the Founder's own educational experience in rural central California, coupled with a life-changing experience on Skid Row, twelve years ago. Reflecting on the inequalities around her, the Founder came to the conclusion that homelessness is a social injustice. Moreover, to end the cycle of poverty, children need a quality education and access to services, which are critical to meet their basic needs: physical, mental and emotional. Although there are many organizations addressing the immediate issues of homelessness in and around the Los Angeles area, no schools in our target area are uniquely designed to meet the needs of children who are homeless or in poverty. Crete seeks to end the cycle of poverty by giving kids the resources and skills to thrive.

According to the most recent homeless report by the Los Angeles Homeless Services Authority, Los Angeles County has 46,874 homeless residents. Also noted in the report, is an increase in homelessness by 5.7% from 2015<sup>1</sup>. The highest concentration of homeless individuals is in the downtown Los Angeles area known as Skid Row. Furthermore, 60% of the population living on Skid Row is from the south Los Angeles area<sup>2</sup>. The report goes on to say that, individuals who receive General Relief and who have experienced homelessness are 415% more likely to experience long-term dependence on public assistance than those who were never homeless.<sup>3</sup> Because Crete aims to end the cycle of poverty through early intervention, it will open its school in the South Los Angeles neighborhood of Athens. The Founder and Founding Team believe that if children who are homeless or living in poverty are provided a high-quality, college preparatory education and wrap around services, they can excel personally and academically.

To identify a location for the Charter School, the Founder worked closely with The Economic Roundtable on analyses of data. The Economic Roundtable is a nonprofit research organization with exceptionally strong capabilities for analyzing economic, social, and environmental conditions. Based in Los Angeles, California, the Economic Roundtable has a successful record of providing constructive policy research assistance to public sector agencies since 1991. Moreover, it specializes in creating, integrating, analyzing, and communicating highly detailed demographic, economic, housing, and environmental data to provide operationally relevant facts for informing public policies.

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<sup>1</sup> <http://documents.lahsa.org/Communication/2016/2016HomelessCountResultsRelease.pdf>

<sup>2</sup> Economic Roundtable Data

<sup>3</sup> <http://economicrt.org/publication/all-alone/>

Using public assistance data on homelessness from the Economic Roundtable, and other indicators from the U.S. Census, such as median and mean income, and the availability of charter schools, the Crete team determined four neighborhoods, identified by zip code, in greatest need for the school. The zip codes identified are 90003, 90011, 90037 and 90044, with 90044 demonstrating the greatest need. In our analyses, we also found that in 2010 7,245 children in zip code 90044 (or 36% of children), between the ages of 0-17 were identified as having experienced a stint of homelessness. As a result of the great need, determined by the indicators listed above, Crete will open in the 90044 zip code, which is the neighborhood of Athens.

The table below represents children ages 0-17 who experienced a stint of homelessness in 2010 in the Athens/Vermont Vista neighborhood and the surrounding areas:

| <b>ZIP Code</b> | <b>Number of Homeless Students in 2010</b> |
|-----------------|--|
| 90003           | 3,465                                      |
| 90011           | 2,267                                      |
| 90044           | 7,245                                      |
| 90037           | 3,912                                      |

*Note: 90044 is the Athens Neighborhood*

The table below represents children ages 4-12 who experienced a stint of homelessness in 2010 in the Athens/Vermont Vista neighborhood and the surrounding areas:

| <b>ZIP Code</b> | <b>Number of Homeless Students in 2010</b> |
|-----------------|--|
| 90003           | 1,893                                      |
| 90011           | 1,240                                      |
| 90044           | 3,702                                      |
| 90037           | 1,969                                      |

Currently, there are other charter and district schools, as well as service providers located in the Athens neighborhood. However, to our knowledge, no single entity is seeking to serve both the educational and personal needs of children and families living in poverty and experiencing homelessness.

The Economic Roundtable notes that more than half of all public assistance recipients in Los Angeles are children. The data tell us that the cycle of poverty continues and innovative ways to mitigate its effect on our children are necessary. Crete is proposing an innovative approach to serving some of Los Angeles Unified School District's most vulnerable children. To do this, Crete is proposing a community school that not only provides a rigorous academic program, but also wrap around services through a network of partner organizations.

## **The Need for Integrated Services**

The need for integrated services and a community hub to meet the needs of students and families experiencing homelessness and living in poverty is also recognized by others in Los Angeles. Daniel Flaming, President of the Economic Roundtable, recently called upon nonprofits and social service providers to breakdown “silos” (silos occur when a system is isolated from other systems and lead to a lack of collaboration to solve problems) and better integrate services for children and families in poverty. Crete is responding to the needs of this community by providing a school that is designed to meet the physical, mental and emotional needs of our students and families. Flaming goes on to say that, “many of these [homeless] children grow up with lasting trauma. They’ve had high levels of disorganization and displacement. They’ve been in shelters. They’ve couch-surfed with strangers. When a parent is homeless and under extreme stress they are often unable to care for their child. This lack of care could leave the child with a sense of “uncertainty and fragility.”<sup>4</sup> The constant displacement and lack of stability can lead a child to chronic homelessness. The charter school aims to ensure that its students and families receive the resources and supports needed for their success.

## **The Need for More Educational Options**

The book “Poverty in Mind” states that in impoverished families there tends to be a higher prevalence of such adverse factors as teen motherhood, depression, and inadequate health care, all of which lead to decreased sensitivity toward a baby in the womb and later, poorer school performance and behavior on the child’s part.<sup>5</sup> Not only is the Athens/Vermont Vista neighborhood in need of integrated services to address the effects of poverty, anecdotal and quantitative data reveal that the neighborhood also needs support for greater educational options. For example, Dr. Jordan of the Anne Douglas Center for Women, a homeless and rehabilitation shelter for women living on Skid Row, noted in a conversation with the Crete Founder, that many mothers in her shelter desire better educational options for their children. In addition, the Founder spoke to a woman during outreach at a Ralphs grocery store, who shared her story about moving her daughter to a new school almost annually. The mother described her daughter’s struggle to read and how she felt no one was supporting her. The woman’s daughter, who is eight, is still unable to read. The mother stated to the Founder, “I hope Crete Academy will open and help my daughter learn to read.”

Quantitative data gathered on the Athens/Vermont Vista neighborhood further demonstrates the need for educational opportunities. Educational attainment among adults age 25 or older is as follows:

- 39% do not have a high school diploma
- 47% have a high school diploma but no college
- 5% have an Associate’s Degree

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<sup>4</sup> <http://economicrt.org/pulication/all-alone/>

<sup>5</sup> Eric Jensen, 2009

- 8% have completed a Bachelor's or higher.

This translates directly into economic outcomes:

- 45% of families in zip code 90044 earn less than \$25,000 per year
- 28% earn between \$25,000-50,000
- 21% earn \$50,000-100,000
- Only 6% earn >\$100,000.

Degree attainment leads to greater professional opportunities. Greater economic outcomes increase, on average, as individuals' education increases. Research reveals that those who obtain a degree earn on average, hundreds of thousands of dollars more over their lifetime than those without a degree. These data reveal that degree attainment leads to greater economic stability<sup>6</sup>. Crete will offer its students a college preparatory program that supports their future degree attainment. In order to help students out of poverty, they need tools and resources, and a quality education is a key resource. Finally, we know from national research that a college degree leads to higher wages and greater professional opportunities<sup>7</sup>.

Low educational attainment could be traced to the availability of quality K-12 schools in the area. As illustrated in the Surrounding Schools chart below, out of seven traditional elementary schools and one middle school in zip code 90044, not one achieved the state's goal of an 800 API score by 2013, with 3-year weighted average API scores ranging from 626-764. Five of the schools received the lowest state rank of "1" in 2013, with the other three schools ranking "2" or "3." While two of the schools (95<sup>th</sup> Street Elementary and Manchester Avenue Elementary) each received a 2013 Similar Schools rank of "8," the others were all ranked "4" or lower compared to schools serving similar student populations. KIPP Empower Academy (K-4), had a 2013 API score of 991 – the 12<sup>th</sup> highest score in the entire State of California and highest in LAUSD -- and state and similar schools ranks of "10."

In addition to low API scores, schools in the area also reported low scores on the recent 2016 California Assessment of Academic Performance and Progress (CAASPPs), the eight nearby traditional schools performed as follows:

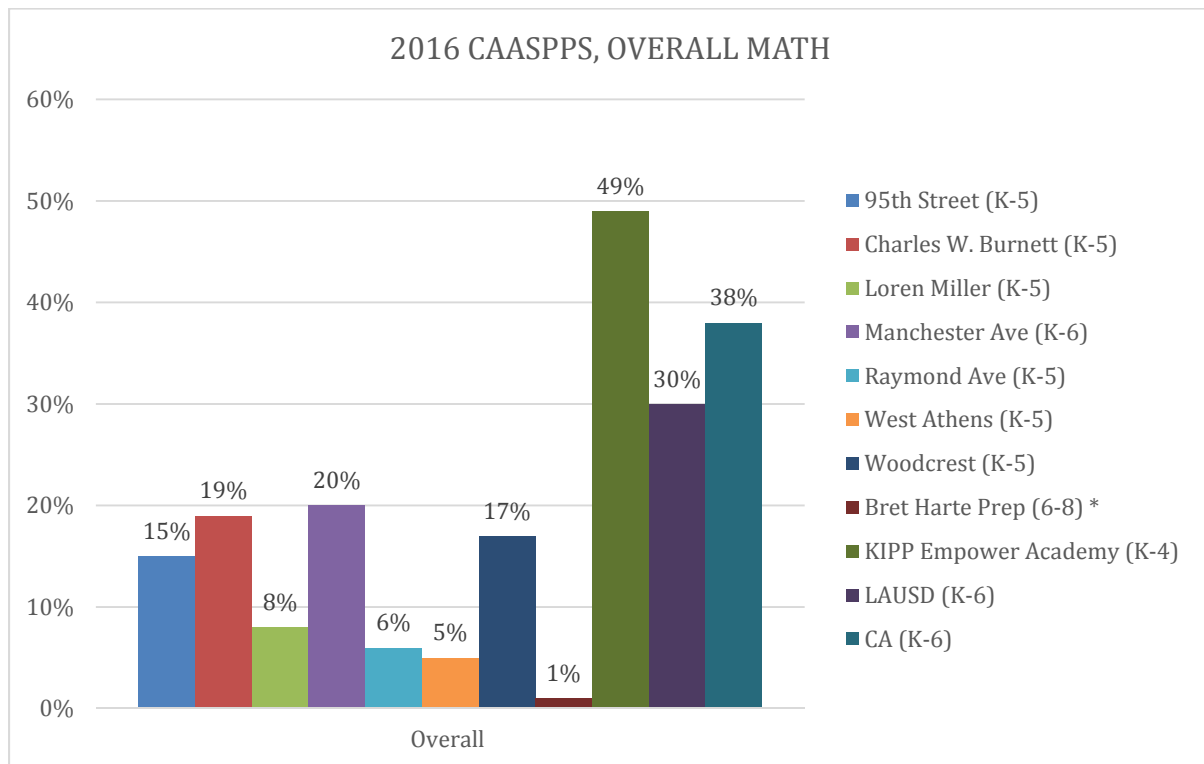
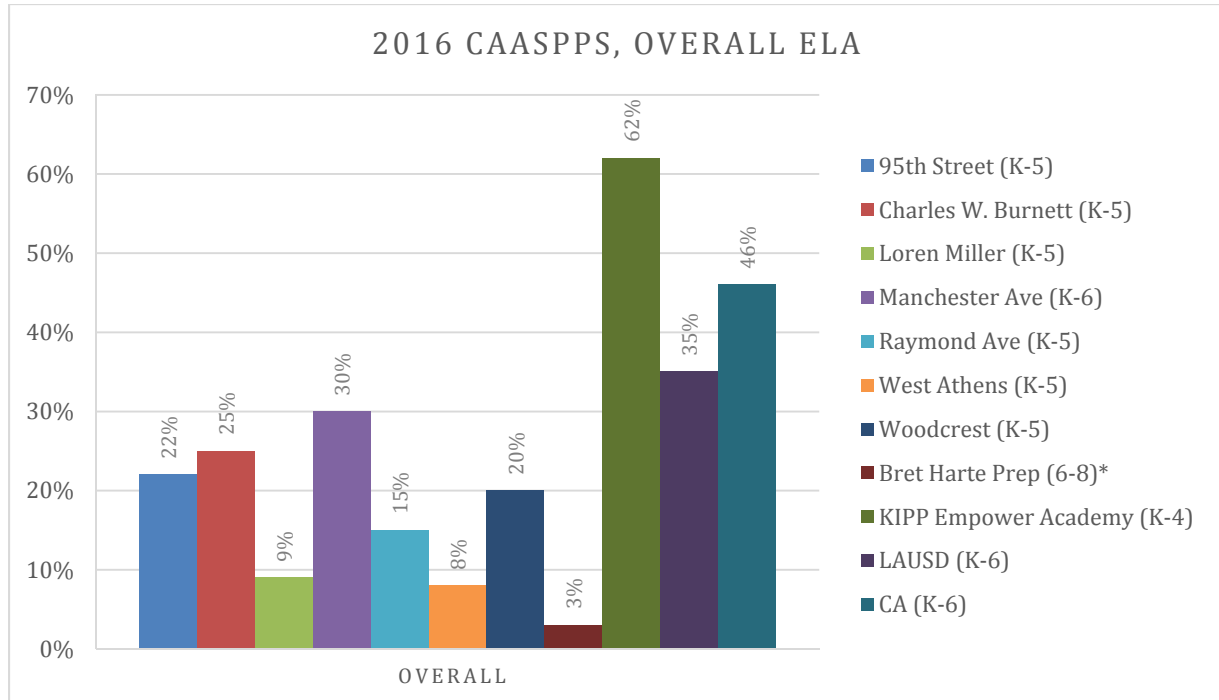
- 3%-30% Met or Exceeded state standards in ELA, lower than LAUSD K-6 schools (35%) and California (46%)
- 1%-20% Met/Exceeded standards in Math, lower than LAUSD (30%) and California (38%).

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<sup>6</sup> Daly & Bengali, 2014

<sup>7</sup> Oreopoulos & Petronijevic, 2013

## 2016 California Assessment of Academic Performance and Progress



Source: [cde.ca.gov/Datquest](http://cde.ca.gov/Datquest) (2016 CAASPPs).

## **Qualitative Data Demonstrating Health Needs**

In addition to analyzing quantitative data, Crete Academy collected anecdotal data to fully understand the needs of this community. For example, in conversations with school leaders at Synergy Academies and LA's Promise both emphasized the need for offering mental health supports including, mental screening and testing. At the Mark Ridley-Thomas Back 2 School Event, a prospective mother told a Crete staff member that last year her son was shot in the back and now has Posttraumatic stress Disorder (PTSD). She was concerned that the school her son was at was not providing the appropriate supports he needed to heal from this traumatic event. Finally, the Crete Founder attended numerous meetings with St. James AME church, where they too discussed the congregation's desire for more educational options and social services. Conversations with the mother whose son has PTSD and others like it, revealed a great need for wrap around services, with an emphasis on mental health services. Furthermore, behavior research shows that children from impoverished homes develop psychiatric disturbances and maladaptive social functioning at a greater rate than their affluent counterparts do.<sup>8</sup> The research data and qualitative data all point to the great need to provide wrap around services to the community of Athens/Vermont Vista.

Crete Academy is proposing to serve students in the neighborhood of Athens/Vermont Vista, zip code 90044. This densely populated community faces many challenges. According to the 2010 U.S. Census, the total population of zip code 90044 – an area that is 1.6 miles wide and 5.0 miles long – is 89,779, with 61% Hispanic/Latino residents and 37% African American. As of 2014, 44% of children under the age of 18 in this community were living below the federal poverty line (which is set nationally, and does not account for the high cost of living in Los Angeles).<sup>9</sup>

### **3. HOW CRETE WILL MEET THE COMMUNITY NEED**

The Economic Roundtable notes that “breaking down silos” is critical to addressing the homelessness problems in Los Angeles. Moreover, the report calls on the combined human service resources of health, mental health, justice system, housing, social service and educational agencies to close paths to homelessness.<sup>10</sup> In conversations with Pastor Tillman at Tabernacle Church of God In Christ, he noted his desire to partner with other organizations to, “better meet the needs of the community.” Also noteworthy, the Crete Founder attended a series of meeting with faith-based leaders and nonprofits, where the consensus was one of “unity” and the “bringing together of resources” specifically to address the issues on Skid Row and those affected by homelessness. Crete recognizes agrees with the Economic Roundtable's recommendation to establish community partnerships to support low-income families. Thus we are proposing to establish a

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<sup>8</sup> McCoy, Frick, Loney, & Ellis, 1999

<sup>9</sup> <http://factfinder.census.gov/faces/nav/jsf/pages/index.xhtml> (2014 American Community Survey).

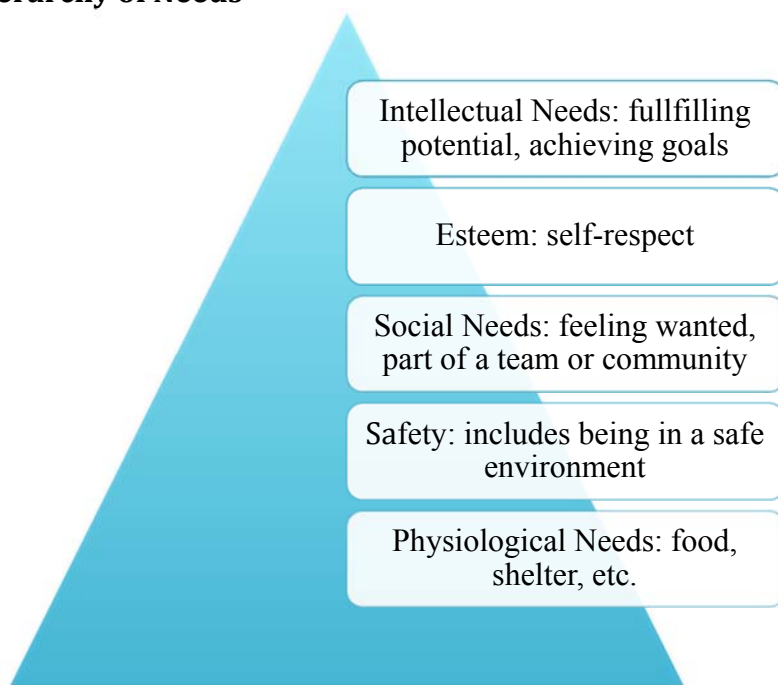


community school that serves as a hub for educational and social services for students and families experiencing homelessness and living in poverty.

The Crete team recognizes that it truly takes “a village to raise a child.” As such, Crete has and will continue to establish partnerships with other community organizations to develop strong partnerships. Through referrals by the Crete Program Director, our students and families will have access to medical, dental, mental health, housing, financial, educational and emotional well being and support services.

Crete’s comprehensive program encompasses goals and activities relating to students Mind, Body and Soul – an authentic “whole child” model that includes the most basic needs for these highly at-risk students. Crete embodies Maslow’s Hierarchy of Needs, which believes that in order for students to learn, their basic needs must first be met.<sup>11</sup> Meeting students’ basic needs first is the foundation of Crete’s model.

### Maslow’s Hierarchy of Needs



### The Three Crete Tenets: Mind, Body and Soul

The Crete educational model is based on three tenets mind, body and soul with a belief that if all three are addressed, a child can succeed regardless of their circumstances.

**Mind:** Students are challenged to meet rigorous expectations with CCSS-aligned curricula, provided a college preparatory program, and taught how to monitor their own learning through the use of metacognitive strategies. The Crete educational model was developed using educational theories and research that have proven effective with the target

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<sup>11</sup> <http://www.edpsycinteractive.org/topics/conation/maslow.html>

population. Crete teachers will provide students with opportunities for engaging in higher order, critical thinking, by modeling metacognitive strategies throughout their lessons, working one-on-one with students to map their metacognitive strategies and processes and with support from a curriculum called ThinkLaw, which was designed to teach critical thinking skills.

Crete teachers will collaborate with one another to plan unit and lesson plans and use a variety of pedagogies and strategies to provide instruction to students. The educational strategies Crete teachers will use include direct instruction, differentiated instruction, targeted interventions and metacognitive development. Direct instruction connects to students' prior knowledge, which engages them in learning, in a meaningful way. Differentiated Instruction, included blended learning, provides individualized instruction so that each student can experience learning according to his or her individual needs. A Response to Intervention (RTI) model with targeted strategies supports all students with greater mastery of the material, including our most vulnerable students and those who are behind academically. Engaging students in metacognitive development supports greater academic achievement especially in college.<sup>12</sup> Crete staff will collaboratively review student data, plan lessons and refine and differentiate their educational strategies to meet students' needs.

**Body:** Students and their families will have access to information, resources and services to meet their physical, emotional and mental needs; students understand how to monitor their own wellness and well being. Crete's Wellness Program – overseen by a full-time Program Director, beginning in Year 3, and in collaboration with the CEO and AmeriCorps staff in prior years-- will ensure that all students and their families have access to the proper nutrition, physical and mental care, including housing, financial resources and educational options for parents.

The Wellness Program will provide students with no-cost referrals for regular physical, dental and mental health exams each year. Services will be provided through partnerships with local health clinics, universities and social service providers. The partnerships that are already secured include UMMA Health Care Center (support with Medi-Cal enrollment, medical exams, referrals for dental and mental health support), LA Trust (referrals for all physical, mental and emotional supports and resources), LA Mission, Anne Douglas Center for Women (housing referrals for women, basic care training, educational support and overflow donations of toiletries and food pantry items to the school) and LA Trade Tech (courses and certificates for parents of Crete students). The Crete staff will make referrals to all partners within the Crete network of partnerships according to the needs of students and families. Additional partnerships are and will continue to be formed.

**Soul:** Building on the Crete Core Values: Character, Responsibility, Equality, Teachability and Excellence, students will constantly be developing their character. Throughout the school year, the Crete Principal and teachers will focus on one core value at a time, embedding the core value in lessons and activities throughout the school day. Authors and

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<sup>12</sup>

community leaders will be invited to read books and lead discussion with students on the specific Core Values. Agreements with the following authors and community leaders have already been secured:

1. Chudney: Founder of Books and Cookies (read stories to students)
2. Maurice Williams: Author of childrens' books (donate books and read stories to students)
3. Camille Rey: LA County Librarian (help identify free books for Charter School)
4. Dr. Pooch: Author of childrens' books (donate books, read stories, teach wellness workshops and cooking classes to students)
5. Stephen Hodges: Author of childrens' books (donate books to school and read stories to students)

In addition to activities during the school day, students will participate in workshops and enrichment programs afterschool, aimed at supporting the "whole child." Such activities include: music, dance, language, horticulture (school garden) and sports. During summer months students will be offered programs designed to build their self-esteem, leadership skills, and social awareness through programs provided by Brotherhood Crusade, Valley Girls and Admired Man. Each of these organizations is dedicated to teaching character building and leadership development to children. All programs will be open to all students who attend the Charter School.

Crete will also provide resources and workshops for families through its Family Resource Center. Through partnerships with LA Trade Tech, Wells Fargo and UMMA Health Care Center, families of Crete students will receive tools and resources as well.

Crete will meet the seven defined purposes of the California Charter Schools Act and serve the needs of the Athens/Vermont Vista community as follows:

1. ***Improve student learning.*** Crete will enhance the learning of every student through research-based, instructional strategies and support for physical, mental and emotional needs of every student, to ensure healthy minds and bodies.. Each student at Crete will learn the knowledge, skills and attributes necessary for success in secondary school and ultimately college. Crete will improve learning by employing highly qualified, passionate teachers and staff to serve its students. Crete will provide students with a warm, safe and positive environment where children are inspired to learn. Furthermore, Crete will ensure students' basic needs are met through wraparound services provided by partner organizations.
2. ***Increase learning opportunities for all students, with special emphasis on expanded learning experiences for students who are identified as academically low achieving.*** Crete will employ a data-driven instructional model with differentiated instruction and targeted intervention during an extended school day 8:00 am - 3:15 pm for all grades, TK-6 to meet the individual needs of each student, especially those identified as academically low achieving. All Crete students will

continuously be assessed via multiple measures (formative and summative) and supported with wrap around services, including educational interventions. Crete teachers will receive specialized training on differentiated instruction for low achieving students, gifted students, EI and students with special needs. Afterschool tutoring and enrichment classes will supplement core day instruction to provide a well-rounded curriculum and offer additional support for those students performing below grade-level.

3. ***Encourage the use of different and innovative teaching methods.*** Comprehensive summer professional development (5 days) and ongoing, yearly professional development (39 days/3 hours weekly) will be used to ensure Crete's faculty are employing "best practices" in instruction and assessment, and continuously refining and improving their own teaching practice. Crete is a community school and, as such, this theme is reflected in how teachers serve students. Through our collaborative teaching model where teachers focus on co-teaching with one another, they will be encouraged to share, model and support innovative teaching methods in a collaborative and supportive environment.
4. ***Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.*** The collaborative teaching model will foster the development of appropriate curriculum pacing, interdisciplinary learning and lesson planning. As Crete teachers collaboratively plan units and specific lessons, they will also embed Crete's Core Values across lessons. The collaborative teaching model (described in more detail below) ensures that all faculty and school leaders continuously reflect on their own teaching practice and student outcomes, driving continuous improvement in teaching and learning at Crete.
5. ***Provide parents and students with expanded choices in the types of educational opportunities that are available within the public school system.*** As stated in the "Demonstrating the Need" section above, the Athens/Vermont Vista community is seeking more, high-quality educational options for their children. In addition to more educational options for children, both parents and leaders of nonprofit organizations in this neighborhood recognize the need to support "the whole child." Through Crete's educational program, we will support student needs well beyond mastery of state content standards. Crete will address students' basic needs (food, housing, clothing), medical, dental and mental health. These wrap around services and more are core to our success as a school and the success of each child. Unlike other social services programs and schools in the area, Crete moves beyond providing a single service to students. Crete is looking to make a lasting impact on each child by instilling skills and attributes that will carry him/her to success in secondary school and beyond, ending the cycle of homelessness and extreme poverty, one child at a time.
6. ***Hold the schools established under this part accountable for meeting measurable student outcomes, and provide the schools with a method to change***

**from rule-based to performance-based accountability systems.** As a public charter school, Crete will be held to high standards of accountability for meeting the goals stated in this charter. On an annual basis, Crete's stakeholders will collaboratively plan and define annual goals in the Local Control Accountability Plan (LCAP) and then review and revise those goals each year and throughout the year on an ongoing basis. As discussed throughout this petition, data-driven instruction, with accountability to our charter authorizer, our own Board of Directors, and our stakeholders will inform all aspects of instruction to ensure the success of each child. During early dismissal days, teachers will look over student-data and student work and engage in conversations with their teaching partners and peers to address specific student needs. This method of immediately addressing individual, small group and whole class needs, based on data, ensures that students do not lose time with ineffective strategies. Instead, Crete teachers remain in a position to respond immediately to student needs in effective ways.

7. ***Provide vigorous competition within the public school system to stimulate continual improvements in all public schools.*** Crete is committed to partnering with LAUSD, nearby traditional schools, and a host of community service organizations and local leaders in meeting the needs of our students and families, as well as those of the broader community. Crete has already discussed partnering with Synergy Academy around curriculum and assessment of best practices for serving the target population. We look forward to ongoing collaboration with District-run schools, charters and educational leaders to improve educational opportunities and outcomes for all students in the Athens/Vermont Vista community and more broadly across LAUSD.

#### 4. **SURROUNDING SCHOOLS**

| SURROUNDING SCHOOLS DEMOGRAPHIC AND PERFORMANCE DATA |                          |  |                           |                       |                            |                        |                           |                 |                               |                              |   |                         |                               |   |
|--|--------------------------|--|---------------------------|-----------------------|----------------------------|------------------------|---------------------------|-----------------|-------------------------------|------------------------------|---|-------------------------|-------------------------------|---|
| Address: Zip Code 90044                              |                          |  |                           |                       |                            |                        |                           |                 |                               |                              |   |                         |                               |   |
| LAUSD Schools  | # of Students<br>2015-16 | % Students Eligible for Free/Reduced Lunch | % of Special Ed. Students | % of English Learners | % Major Ethnicity (Latino) | % Major Ethnicity (AA) | % Major Ethnicity (White) | 2013 Growth API | Met Schoolwide Growth Target? | Met Subgroup Growth Targets? | 2011-2013 API 3 Year Average (Weighted) | 2013 API Statewide Rank | 2013 API Similar Schools Rank | 2013-2014 School Performance Framework Classification (SPF) |
| 95 <sup>th</sup> Street (K-5)                        | 968                      | 90%  | 9%                        | 47%                   | 71%                        | 25%                    | 2%                        | 757             | No                            | No                           | 746                                     | 3                       | 8                             |   |

|                            |     |     |     |     |     |     |    |     |    |    |     |    |    |  |
|----------------------------|-----|-----|-----|-----|-----|-----|----|-----|----|----|-----|----|----|--|
| Charles W. Barret (K-5)    | 946 | 91% | 9%  | 41% | 72% | 25% | 2% | 743 | No | No | 711 | 1  | 3  |  |
| Loren Miller (K-6)         | 802 | 96% | 11% | 49% | 80% | 18% | 2% | 716 | No | No | 700 | 1  | 3  |  |
| Manchester Ave (K-6)       | 819 | 97% | 10% | 48% | 80% | 19% | 1% | 772 | No | No | 764 | 3  | 8  |  |
| Raymond Ave (K-5)          | 565 | 89% | 11% | 36% | 63% | 35% | 1% | 702 | No | No | 702 | 1  | 3  |  |
| West Athens (K-5)          | 750 | 92% | 9%  | 44% | 70% | 27% | 2% | 714 | No | No | 720 | 2  | 3  |  |
| Woodcrest (K-5)            | 878 | 87% | 10% | 40% | 63% | 35% | 1% | 623 | No | No | 626 | 1  | 1  |  |
| Bret Harte Prep (6-8)      | 683 | 92% | 13% | 26% | 70% | 29% | 1% | 638 | No | No | 656 | 1  | 4  |  |
| Charter Schools            |     |     |     |     |     |     |    |     |    |    |     |    |    |  |
| KIPP Empower Academy (K-4) | 570 | 89% | 10% | 6%  | 21% | 77% | 0% | 991 | NA | NA | NA  | 10 | 10 |  |

## STUDENT POPULATION TO BE SERVED

### 5. TARGET POPULATION

Crete will be a TK-6 school at full enrollment (see Enrollment Projection chart below). Based on the demographics of the surrounding schools in the Athens/Vermont Vista community, we anticipate that our students will be approximately: 98% eligible for free/reduced price lunch (FRPL), 59% Hispanic/Latino, 40% African American, 1% White, 39% English Learners (EL) and 5% Gifted and Talented and 10% Special Education (SpEd). Crete has already begun gathering enrollment data of prospective students at community events and homeless shelters. Crete will continue to target enrollment from local homeless shelters, service organizations, partner organizations and the Vermont Vista/Athens neighborhood.

As detailed above, our target community has significant needs that we seek to address: those experiencing homelessness/housing instability, mental health needs and low academic achievement. These specific student needs are described in the section above titled, “Community Need.”

## **6. Enrollment Plan**

Crete will open with grades TK/K-2. We will add one grade per year until the Charter School has reached TK/K-6 in 2020-21. During year one, Crete projects that we will serve 111 students, with 363 total enrolled by the fifth year of this charter term.

| General Education Program | 2017-18 | 2018-19 | 2019-20 | 2021-21 | 2021-22 |
|---------------------------|---------|---------|---------|---------|---------|
| TK/K                      | 48      | 48      | 72      | 72      | 72      |
| 1                         | 42      | 40      | 40      | 60      | 60      |
| 2                         | 21      | 42      | 40      | 40      | 60      |
| 3                         |         | 21      | 42      | 40      | 50      |
| 4                         |         |         | 21      | 42      | 50      |
| 5                         |         |         |         | 21      | 50      |
| 6                         |         |         |         |         | 21      |
| Total                     | 111     | 151     | 215     | 275     | 363     |

## **GOALS AND PHILOSOPHY**

### **7. MISSION AND VISION**

Crete’s Mission: Crete Academy will deliver an educational program to students TK-6th grade who are homeless or living in poverty, that will meet their physical, mental and emotional needs, while developing strong character and critical thinking skills so that each child is prepared for college and beyond.

Crete’s Vision: One day the cycle of poverty will end and children who once were homeless or living in poverty will be leaders of this world.

Crete’s goal is to ensure students’ needs are met and they are prepared to succeed academically, so that they can end the cycle of poverty in their family. To support the whole child, Crete will embed its Core Values throughout the educational program:

1. **Character:** Crete is dedicated to ensuring students have strong character, which means they are honest, trustworthy, have integrity, and a strong sense of perseverance.
2. **Responsibility:** Crete students will be taught to take responsibility for their actions. Students will learn humility in times of celebration and acceptance in times of failure.
3. **Equality:** Crete students will learn to appreciate and embrace the differences of others, including but not limited to individuals of different ethnic backgrounds, religious faiths, sexual preferences and learning abilities. Students will learn that everyone deserves to experience life equally and should not be treated differently based on circumstances beyond their control.
4. **Teachability:** Crete students will be taught the growth mindset in order to remain life-long learners. This means students will have an understanding that intelligence is not fixed.
5. **Excellence:** Crete students will do all things with excellence understanding that they are not perfect, but they are always asked to do their best

#### 8. AN “EDUCATED PERSON” IN THE 21<sup>ST</sup> CENTURY

According to Parsi and Darling-Hammond, an “Educated Person” in the 21<sup>st</sup> century will possess skills essential for college, career, and civic success: problem solving, interpersonal skills, and collaboration, among others.<sup>13</sup> In designing our educational program, we took into consideration the skills and attributes that we believe are necessary to be an educated person in the 21<sup>st</sup> century. These skills and attributes include:

1. *Critical Thinking and Problem Solving*
2. *Personal Attributes: Character, Responsibility, Equality, Teachability and Excellence*
3. *Mastery of the Core Academic Subjects (Mathematics, English/Language Arts, Science and Social Studies)*
4. *Collaborative Learning and Diversity Appreciation*

Our instructional framework is grounded in alignment to the California Common Core State Standards (CCSS) and Next Generation Science Standards (NGSS) and aims to prepare our students for success in secondary school and college. The CCSS and NGSS have embraced the notion that developing students’ abilities to solve problems, to invent, to create, to think critically and analytically, to communicate effectively (in writing and orally) are essential. Crete also believes these skills are essential if our students are to be successful in a world that demands higher-order thinking and problem solving skills. Moreover, Crete’s curricular resources align to the CCSS and NGSS in all core subjects. We believe that our curricular resources, which are detailed below, will support students’ development of 21<sup>st</sup> century learning skills.

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<sup>13</sup> <https://edpolicy.stanford.edu/sites/default/files/publications/performance-assessments-how-state-policy-can-advance-assessments-21st-century-learning.pdf>



Finally, Crete's instructional strategies reflect our belief of what it means to be a 21<sup>st</sup> century learner and support mastery of the content standards and the development of higher-order and metacognitive thinking. These instructional strategies are further expanded upon in the Instructional Methods and Instructional Strategies Section.

1. **Differentiated Learning:** through a combination of direct teaching, small group instruction and one-on-one support, students are provided instruction in various ways
2. **Targeted Intervention and Response to Intervention (RTI):** Through a tiered RTI system, students are closely monitored and provided support strategies to improve their learning.
3. **Development of Metacognitive Skills:** through the modeling and support of critical thinking skills, students will access curriculum that directly teaches critical thinking and reasoning skills and teachers will model and demonstrate throughout lessons higher-order thinking.

## **9. HOW LEARNING BEST OCCURS**

### **Learning at Crete**

At Crete, we believe that learning best occurs when students' basic needs are met. We also believe that learning occurs best when personalized, through the gradual release of responsibility from the teacher to the student, and when students are motivated to learn based on positive school culture and positive feelings of self-efficacy, not when they are not overloaded cognitively and when they are able to understand and reflect on their own learning. Activities and assessments at Crete are aligned to these learning theories and guide teacher instruction. The following theories are the foundation of how we believe learning best occurs:

1. **Maslow's Hierarchy of Needs:** Maslow stated that people are motivated to achieve certain needs, and that some needs take precedence over others. When one need is fulfilled a person seeks to fulfill the next one, and so on.<sup>14</sup>
2. **Personalized Learning:** student learning experiences--what they learn, and how, when, where and by whom they learn it--are tailored to their individual needs, skills, and interests, and their school enables them to take ownership of that learning.
3. **Gradual Release of Responsibility:** supporting student learning through gradual independence from the teacher
4. **Motivation:** this theory asserts that individuals learn when they are influenced by their sense of self-efficacy and other factors
5. **Cognitive Load Theory:** the belief that learning best occurs when the working memory is not overloaded

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<sup>14</sup> <http://www.simplypsychology.org/maslow.html>

6. **Metacognition:** the development of critical thinking, higher-order thinking and problem solving skills

## **Hierarchy of Needs**

In meeting the various needs of students who are homeless or living in poverty, Crete recognizes that there are many barriers to their learning. Eric Jensen noted in his book, "Teaching with Poverty in Mind," that, "children from low-income families have generally poorer physical health than do their more affluent peers. In particular, there is a higher incidence of such conditions as asthma, respiratory infections, tuberculosis, ear infections, hearing loss and obesity. Contributing factors include poor nutrition, unhealthy environmental conditions, and inability to obtain appropriate health care. Children with no health insurance may receive little or no treatment for illnesses and are far more likely to die from injuries or infections than are well-off children." At Crete, we know that many of our students are facing extremely difficult barriers. The Crete model is grounded in supporting the "whole child" so that together, we can mitigate the effects of poverty and increase achievement.

As noted in the, "How Crete will Meet the Community Need" section above, Crete firmly believes that learning best occurs when students' basic needs are met first. Eric Jensen says about students living in poverty, with respect to Maslow's Hierarchy of Needs, these children have poor nutrition (level 1), live neighborhoods of poor quality, often worry over safety concerns and therefore tend to underperform academically (level two) lack close relationships with their parents or caregivers as a result of their stress levels (level three), are lacking a sense of belonging, impeding their sense of self-respect (level 4) making them more likely to struggle with intellectual skills and abilities (level 5).

A study published by the National Center for Chronic Disease Prevention, where researchers examined the Whole Child Approach and Coordinated School Health (CSH) approach found that, "by focusing on children and youth as students, addressing critical education and health outcomes, organizing collaborative actions and initiatives that support students, and strongly engaging community resources, the Whole School, Whole Community, Whole Child (WSCC) approach offers important opportunities that will improve educational attainment and healthy development for students." In addition, David Frisvold, found that the availability of school breakfast increased student achievement.<sup>15</sup> Crete believes that to support the learning of its children, many of whom are homeless and living in poverty, a complete and targeted focus must be on the whole child, this includes physical, mental and emotional needs.

Crete will offer students and their family, resources and information to meet their various needs. As mentioned above, access to medical, dental and mental health resources will be made available to students and families through our partner organizations. In addition, Crete will have a Food Pantry that is filled with non-perishables and toiletry items from the LA Mission, Anne Douglas Center for Women. Finally, Crete will collect clothes, shoes and

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<sup>15</sup> David Frisvold, 2014

other miscellaneous items from donors throughout the year , which will be offered to our parents and students. Crete students will also be able to participate in afterschool enrichment and parents will have access to classes offered by LA Trade Tech.

## **Personalized Learning**

Personalized learning means that at Crete, every student has an educational experience that is tailored to his or her individual needs, skills and interests. According to Childress and Benson, Scott, “when done well, personalized learning can meet all students where they are, motivate them based on their interests and academic level, accelerate their learning, and prepare them to become true lifelong learners.” Crete students will be presented with academic content and extracurricular activities according to their developmental level, interests and needs.

Childress and Benson also note that rather than providing one specific type of instruction to all students, “instead, each student can follow an optimal learning path and pace through a mix of instructional methods, including individual and small-group time with teachers, group projects, and instructional software. Early evidence indicates that personalized learning can empower and support teachers to meet student needs (Hassel & Hassel, 2011).” Summit Public Schools in San Jose, California, operates six charter schools in the Silicon Valley and embrace differentiated instruction. Summit focuses on a college-preparatory curriculum for all students and supports teachers in differentiating instruction. Since 2007, almost all of Summit's 12th graders have been accepted to at least one four-year college, and standardized test scores have climbed.

Teachers at Crete will be supported in their implementation of differentiated instructional strategies to support personalized learning. Instructional strategies may include, direct instruction, differentiated instruction, targeted intervention and RTI, teacher-feedback and others. Crete teachers will be encouraged to examine and implement other strategies as they see fit according to the specific needs of their learners.

Personalized learning means that teachers have a personal relationship with each student. In addition to the actual instruction a student receives, we know that individual teachers can have a powerful effect on student achievement despite their socioeconomic status (SES) or other factors outside the school environment.<sup>16</sup> John Hattie found in his meta-analysis examining influences on student achievement that teachers-student relationships had a “high” impact on achievement.<sup>17</sup> Moreover, research by William Sanders and his colleagues (see Sanders & Horn, 1994; Wright, Horn, & Sanders, 1997) have noted that the individual classroom teacher has even more of an effect on student achievement than originally thought. As a result of analyzing the achievement scores of more than 100,000 students across hundreds of schools, their conclusion was:

*“The results of this study will document that the most important factor affecting student*

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<sup>16</sup> Marzano, 2011

<sup>17</sup> Hattie, 2012

*learning is the teacher. In addition, the results show wide variation in effectiveness among teachers. The immediate and clear implication of this finding is that seemingly more can be done to improve education by improving the effectiveness of teachers than by any other single factor. Effective teachers appear to be effective with students of all achievement levels, regardless of the level of heterogeneity in their classrooms. If the teacher is ineffective, students under the teacher's tutelage will show inadequate progress academically regardless of how similar or different they are regarding their academic achievement (Wright et al., 1997, p. 63)."*<sup>18</sup>

Crete recognizes the important role its teachers play in influencing achievement and how critical personalizing instruction is for students, especially those from low SES families. As such, Crete teachers will create a positive classroom environment for their students and employ a variety of instructional strategies to meet individual needs.

### **Gradual Release of Responsibility**

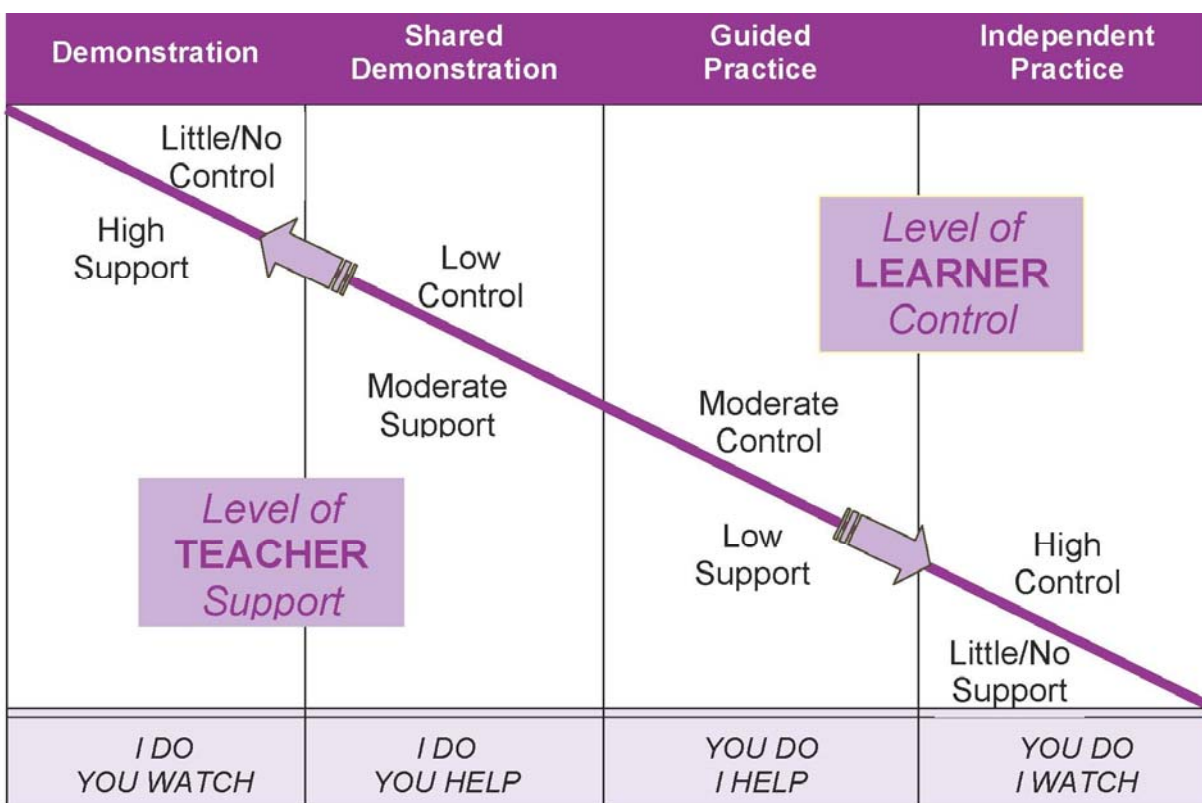
Fisher and Frey developed the model of Gradual Release of Responsibility, which slowly releases students to engage in tasks independently.<sup>19</sup> Beginning with teacher-led instruction or direct instruction, students gradually move through phases of teacher-support until eventually they are working in small groups or individually. The Gradual Release of Responsibility is built upon the belief that if students are provided the supports they need, they can become self-directed learners.

The Gradual Release model moves students from little control to high control as is demonstrated by the graphic below. On the opposite side, bottom right, students have high control and teachers have low control.

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<sup>18</sup> Marzano, 2011

<sup>19</sup> Fisher and Frey, Homework and the Gradual Release of Responsibility: Making "Responsibility" Possible

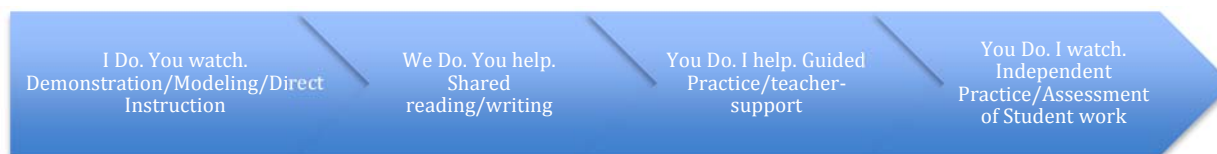


The Gradual Release of Responsibility model follows four phases of instructional design: focused instruction, guided instruction, collaborative learning and independent learning.<sup>20</sup> Focused instruction refers to direct instruction and engagement. This could mean modeling a think aloud, which supports metacognitive practice and connecting to prior knowledge, which activates working memory. Next, Guided Instruction refers to providing cues and prompts to lead and guide students' thinking. Then, students engage in collaborative learning through discussions and problem-solving activities with peers. Finally, students use the skills and information acquire through the lesson to work independently.

For example, a teacher may use Gradual Release of Responsibility techniques for a mathematics lesson. The lesson may begin with a demonstration of how to add a fraction. The class is provided direct instruction through teacher demonstration on how to add a fraction. Next, the teacher may write a fraction problem on the board and ask students to solve the problem using their white board. Then, the teacher may model metacognitive strategies for how to solve the fraction problem, while demonstrating in front of the class. The teacher may place another fraction on the board and this time walk around to support individuals with solving the problem, again modeling metacognitive strategies. Next, the teacher may ask the students to work on a specific page in their math book independently. During this independent work time, the teacher may bring together a small group of students and repeat the lesson with them. In this example, the teacher is using both Gradual Release of Responsibility techniques and differentiated instructional techniques to

<sup>20</sup> Fisher and Frey, Homework and the Gradual Release of Responsibility: Making "Responsibility" Possible

support personalized learning. Gradual Release of Responsibility may also look like the model, “I do,” “We do,” “You, do” as shown below.



Gradual Release of Responsibility techniques can be used for whole class, small group or one-on-one instruction. The goal is to provide enough support to move students from being dependent on the teacher for instruction where they exercise low control, to high control where they can problem solve independently.

### **Motivation and Self-Efficacy**

Britner and Pajares’ (2006) found that self-efficacy has broad implications for academic achievement especially for low-income students. They found in their study of low-income, middle school students who held positive beliefs about their self-efficacy in science, approached science related tasks with hard work and perseverance. When challenges arose with the students who had a positive sense of self-efficacy, they were able to overcome adversity and persist. Consequently, overcoming adversity increased their self-efficacy in science. Alternatively, in the same study by Britner and Pajares (2006) low-income students who held negative beliefs about their self-efficacy in science avoided such activities and tasks and were not able to overcome difficulties when faced with diversity. The students with negative self-efficacious beliefs saw a decrease in their confidence related to science.

The Britner and Pajares (2006) study points to the importance of developing positive feelings of confidence and self-efficacy, especially amongst low-income students. Also notable in this study, is that an early drop in self-efficacy can be detrimental to future academic experiences. In other words, if students do not develop positive beliefs about their self-efficacy in the primary grades, it can affect their ability in secondary school and even college. Because Crete is preparing students early for college and career, ensuring that students have positive beliefs about their self-efficacy related to academic performance is crucial.

Crete believes that self-efficacy and motivation are critical to students’ ability to learn. John Hattie notes that students’ own expectations of their learning have a high impact on their academic achievement. Therefore, Crete will support students’ development of positive beliefs in their ability, including a strong sense of self-efficacy. Consequently, Crete students will be able to approach learning with persistence in the face of challenges. Crete believes that this type of persistence is critical for the success of a 21<sup>st</sup> century learner. Teachers at Crete will support students in developing high personal expectations and a strong sense of self.

Teachers at Crete will create a positive learning environment where students are accountable to high expectations and motivated to learn. As noted above, teachers are

critical to the academic achievement of students and are critical to the establishment of a warm, positive, learning environment for their students. Each classroom at Crete will reflect our belief in a positive environment in the following ways: maintaining bright light, colorful pictures, positive phrases, posters, showcase of student work, curricular materials, including a classroom library, technology and other resources. Crete students will be welcomed each day by a teacher and classroom that supports their personal learning needs and motivates them to engage in learning.

According to Bandura, students form beliefs about their self-efficacy through four sources: mastery experience, vicarious experience, social persuasion and psychological state. According to Social Cognitive Theory, self-efficacy provides the foundation for human motivation and well being. Moreover, self-efficacy beliefs influence outcome expectations. Bandura highlights four sources of self-efficacy influences, which are displayed in the graphic below:

## Bandura's Self-Efficacy Sources



The primary influence of an individual's self-efficacious beliefs is the mastery experience, which is one's own performance. Mastery experience occurs when an individual successfully completes a task, interprets the results, and then forms positive beliefs about their ability to perform future tasks.<sup>21</sup> Mastery experience occurs once students have received gradual release of responsibility in a given task. After demonstrating a skill, providing support, and observation of independent work, students at Crete will gain mastery in many skills, which will further increase their self-efficacy. This type of positive self-efficacy impacts their motivation to learn.

Crete students will be highly motivated to learn because they will know the following:

- Their teachers have high expectations for them
- Their teachers offer a positive learning environment to support their learning
- Their teachers offer guided support and gradually release students to perform tasks
- Their teachers provide differentiated instruction through various strategies and methods according to their individual needs.

Although the primary influence of self-efficacy is mastery experience, the most influential source is vicarious experience.<sup>22</sup> Vicarious experience refers to an individual observing others successfully perform a task and gaining greater self-efficacy from those observations. In observing others perform a task, an individual develops beliefs about their own ability to perform similar tasks, based on the positive results of those whom they observe. Crete teachers will offer several differentiated instructional strategies where students work in developmentally appropriate pairs, triads and small groups to increase the opportunity of vicarious experience.

The third source of influence on self-efficacy is social persuasion, which includes the verbal and nonverbal judgments of others. Positive persuasion by others can enhance student self-efficacy while negative persuasion can weaken a student's self-efficacy. Through strategies

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<sup>21</sup> Britner & Pajares, 2006

<sup>22</sup> Newman & Newman, 1976



such as feedback and encouragement, which John Hattie highlights as having a high-impact on student achievement, Crete teachers will influence students' positive sense of self-efficacy throughout their lesson.

Finally, the physiological state of an individual during a task can influence their self-efficacy beliefs. Positive physiological states can result from receiving support from a peer, observing a peer successfully complete a task (vicarious experience) or hearing encouraging words from a teacher. A positive emotional state, such as joy, can increase student self-efficacy of the task, while a negative emotional state, such as anxiety, can decrease student self-efficacy. As noted above, the school and classroom environment will be one that holds students to high expectations, yet offers the appropriate amount of support through the gradual release of responsibility in order to support and motivate students to engage in learning.

### **Cognitive Load Theory**

In order to ensure students are being supported to learn, we believe that the working memory must be able to process information effectively and efficiently. In order to ensure that students' working memory is free to process new and complex information we cannot overload this part of their brain during instruction. Maintaining high expectations for our students is different than overloading the brain cognitively. We know from Sweller, that cognitive overload actually stops the brain from processing information and inhibits learning. Teachers at Crete will balance high-expectations for all students and the appropriate amount of cognitive load on their brains so their minds are free to process new information effectively.

Cognitive Load refers to the total amount of effort placed on the working memory.<sup>23</sup> Cognitive Load builds on George Miller's Information Processing Theory, which discusses how the brain receives, processes and stores information. Information Processing Theory refers to how learning occurs in working memory and is then stored in either short term or long-term memory for retrieval. We also know from Cognitive Load Theory that short-term memory is limited to processing small bits of information, while long-term memory seems to have an unlimited capacity for storage and facilitates higher order thinking and the development of schemas.<sup>24</sup> The goal of cognitive load theory is to reduce the burden on working memory so that learning can be stored in the long-term memory for later retrieval. Cognitive load is not negative unless it exceeds the capacity of the learner.

There are three types of cognitive load: germane, extraneous and intrinsic. Germane cognitive load is dedicated to processing information and constructing and automating schemas. Extraneous load refers to the way in which material is presented to the learner. Intrinsic load is the effort exerted by the student. When a learner's load is strained by information overload, learning can stop. Teachers at Crete are most concerned with extraneous cognitive load, which refers to the manner in which the material is presented.

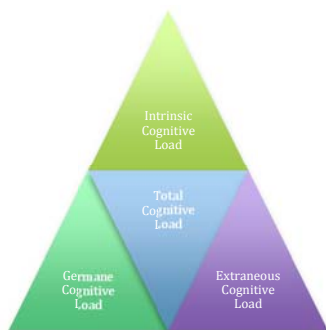
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<sup>23</sup> Sweller, 1988

<sup>24</sup> Sweller, 1988

Too much extraneous load can hinder learning and prevent the development of new schemas.

### Sweller's Three Types of Cognitive Load



The goal of teaching at Crete is to create life-long, independent learners. As such, teacher instruction is aimed at presenting information so that it is stored in the long-term memory for later recall. Cognitive Load Theory asserts that if a student is experiencing too much extraneous load because of the way in which the material is being presented, the teacher must be able to recognize this. In doing so, the teacher should present the material in a different way.

To ensure the appropriate amount of cognitive load, teachers at Crete will support students through the gradual release of responsibility, by guiding students through the phases of “I Do”, “We Do”, to “You Do” or from low control to high control. This may look like:

The teacher introduces the unit on the Scientific Method over several weeks, spending one week on a specific aspect of the method through project-based learning. Each week one step of the scientific method is introduced and students engage in project-based learning by completing a group assignment.

For example, Week 1 might be Hypothesis Development. The teacher may begin by introducing the definition of a hypothesis to the students then, split the students into small groups to discuss a specific hypothesis. The next day, the students may begin to research the group’s hypothesis and read articles and studies that test their hypothesis. The week may end with students developing their own hypothesis about something they are interested in learning more about.

In between the daily lessons, teachers may pull small groups of students together or have students work in pairs, especially for students who may be struggling with the material. The following weeks will focus on another specific step in the Scientific Method process. Teachers are providing appropriate gradual release of responsibility, differentiated instruction and avoiding cognitive overload by giving students bits of information over a period of time, instead of all at one time.

Crete teachers will use time in their weekly professional development with other teachers to plan units and lessons according to their level of difficulty with built in time to reteach information and offer differentiated instruction.

## **Metacognition**

At Crete, we believe students learn best when they are engaged in metacognitive practices that develop their critical thinking skills and help to make meaning of the content. According to Dwyer, Hogan and Stewart:

*“Critical thinking is a metacognitive process that, through purposeful, reflective judgment, increases the chances of producing a logical conclusion to an argument or solution to a problem. Instruction in critical thinking is becoming exceedingly important because it allows individuals to gain a more complex understanding of information they encounter and promotes good decision-making and problem solving in real-world applications. Due to what can be considered an exponential increase in the creation of new information every year, critical thinking skills are needed more than ever in order to aid individuals in becoming more adaptable, flexible and better able to cope with this rapidly evolving information.”*

According to the National Academy of Sciences’ summary of how students learn, one of the three fundamental and well-established principles of learning that is particularly useful for teachers is a metacognitive approach<sup>25</sup>. The metacognitive approach is described as follows:

*“students learn more effectively if they understand how they learn and how to manage their own learning. A metacognitive approach to instruction can help students learn to take control of their own learning by having a set of learning strategies, defining their own learning goals, and monitoring their progress in achieving them....Through modeling and coaching, teachers can teach students how to use a range of learning strategies, including the ability to predict outcomes, create explanations in order to improve understanding, note confusion or failures to comprehend, activate background knowledge, plan ahead and apportion time and memory. Successful teachers provide carefully selected “scaffolds” to help students take each step in the learning journey with appropriate assistance, steps that vary for different students depending on their learning needs, approaches and prior knowledge.”*

At Crete, students will observe metacognitive processes through the Gradual Release of Responsibility model where teachers can model metacognitive strategies during the “low control” or “I Do” phase. During the instruction of a science lesson on how to identify a mammal from a non-mammal, this may look like the following in a Crete classroom:

The teacher begins the lesson by connecting to students’ prior knowledge of the topic. To activate and assess prior knowledge, the teacher may begin with questioning the students about their knowledge of animal characteristics. The teacher may ask students to share

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<sup>25</sup> <http://www.nasonline.org/>

with a partner one thing they know about animals and then call on a couple of students to share aloud. The teacher will then write on the board the characteristics of a mammal, based upon what the class said. The teacher will also add things to the list that may have been omitted by the students. Then the teacher will name an animal and model how to determine if the animal is a mammal by reviewing the checklist. The teacher will use questioning strategies to keep the students engaged during this process.

Next, through the **“We Do, You help”** phase, the teacher will list an animal on the board and ask the students to work in a small group of 2-3 to review the checklist and determine if the animal is a mammal. The teacher will ask one group of students to discuss the process they followed to come to their final conclusion, thus highlighting metacognitive strategies for the entire class to see.

During the next phase of **“You Do, I help”** the teacher names another animal and this time asks students to follow the process for determining if it is a mammal. During this type of guided practice, the teacher is walking around offering appropriate “scaffolds” or supports for each student depending on their learning needs. In the final phase of this gradual release model, students work independently by writing in a journal how to determine if an animal is a mammal and providing an example. The teacher may also pull a small group of students together for additional teaching or support, as needed.

In the example above, students are taught through modeling, how to engage in higher-order thinking. This type of modeling will be throughout lessons and teachers at Crete will be supported through PD sessions and collaborative work groups in embedding metacognitive strategies in their lessons. In addition, Crete will use publisher generated curricular resources and curriculum resources designed to teach critical thinking skills, as a supplement to directly teach critical thinking and problem solving. Students at Crete will be very comfortable engaging in critical thinking and problem solving skills.

Introducing students to metacognitive strategies is critical for their development of critical thinking and problem solving skills. Not only will these skills support students in their ability to solve complex problems, but also it will also support students’ ability to self-regulate and better manage their learning.<sup>26</sup> According to *How Learning Works: Seven Research-Based Principles for Smart Teaching*, self-directed learners are able to assess the demands of the task, evaluate their own knowledge and skills, plan their approach, monitor their progress and adjust their approach as needed.<sup>27</sup> Crete students will be taught how to become self-directed learners and monitor their knowledge, skill level and ability to complete tasks. Teaching self-direction relies on the core principles of understanding self-efficacy, reducing cognitive overload, modeling metacognition and carefully scaffolding.

At Crete, we believe that learning best occurs first and foremost when students basic needs are met so. We further believe that through a personalized learning environment, the

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<sup>26</sup> Mayer, 2011

<sup>27</sup> Ambrose, Bridges, DiPietro, Lovett, Norman (2010)

gradual release of responsibility, a positive school and classroom climate that motivates student learning, the appropriate amount of cognitive load and support for the development of metacognitive strategies, our students will thrive and achieve high standards.

#### **10. GOALS FOR ENABLING STUDENTS TO BECOME AND REMAIN SELF-MOTIVATED, COMPETENT, AND LIFELONG LEARNERS**

Crete believes that in order to ensure success for its students, they must become and remain self-motivated, competent, lifelong learners. As such, Crete has designed an educational model that is aligned with the CCSS and NGSS standards and will prepare students to problem solve, think critically and monitor their personal and academic progress. The Crete model also focuses on the health and well being of our students, ensuring that their physical, mental and emotional needs are met so they are able and motivated to meet their higher level, intellectual needs.

#### **Students will have access to CCSS and NGSS Aligned Curricula and Curricular Resources**

Crete's lesson plans begin first and foremost with clear alignment to the CCSS and NGSS standards to ensure students are working towards high standards of achievement. As such, teachers work in collaborative groups around subject matter and support the achievement of all students through appropriate strategies according to students individual, experiences, learning approach and academic needs.

#### **Development of Metacognitive Skills**

In addition to a college preparatory program, Crete will teach metacognitive skills to enhance learning and success in the primary grades, secondary and college. According to Ambrose et al, a major obstacle students face upon entering college is the ability to manage their own learning.<sup>28</sup> Thus, Crete teachers will focus on teaching students, through metacognitive strategies, how to assess each task before them.

As noted earlier, students at Crete will have multiple opportunities to engage in metacognitive processes and will be taught how to reflect on their own learning. Furthermore, Crete teachers will teach students how to acknowledge what they already know and do not know, based on their prior knowledge develop a plan for completing each task while they monitor their performance and interact with the material. For example, prior to engaging in a task, students will be taught to first read the assignment, think about what it is asking them to do and then share what they believe the assignment is asking them to do with a peer. An activity such as checking for understanding prior to engaging in a task will train students in thinking through material before taking action. Metacognitive processes like thinking about the requirements of a task prior to engaging in the task is a core skill that students will use to enhance their critical thinking skills. Finally, such

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<sup>28</sup> Ambrose, Bridges, DiPietro, Lovett, Norman (2010)

metacognitive skills are essential to ensuring Crete students are ready for college and career, one of the main goals of the school.

Ambrose et. al asserts that the benefits of teaching students to be lifelong learners go beyond the specific task at hand. Teaching students to monitor their own learning promotes the development of intellectual habits that can be applied across subjects as well as better use of discipline-specific knowledge.<sup>29</sup> Developing early habits in education can promote college success later in life.<sup>30</sup> Both teachers and students will be life-long learners and both will be supported in doing so through resources and information.

### **Students will Maintain Physical, Mental and Emotional Well Being**

Crete students will participate in a Wellness Program that offers complete wraparound services for them and their families. Through established partnerships in the community, students will have access to medical, dental and mental healthcare resources. For a detailed description of the Wellness Program refer to the Health and Safety Section of this petition.

### **11. THE REQUIREMENTS OF CALIFORNIA EDUCATION CODE § 47605(B)(5)(A)(II)**

Student academic and personal progress is the highest priority at Crete. Thus, our state priorities will reflect activities that align with this priority and ensure student success. The following chart details the school's goals as of this petition submission, for all pupils (including statistically significant subgroups) pursuant to California Education Code § 52052, for each of the eight (8) state priorities identified in California Education Code § 52060(d), including specific annual actions the school will take to achieve each of the identified annual goals. We note that as required under the California Education Code, Crete's stakeholders will engage in a collaborative process each year to update and prepare an annual Local Control and Accountability Plan (LCAP) as a basis for prioritizing allocation of funds. The following is intended to be illustrative of the goals and actions Crete anticipates at this point in time.

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<sup>29</sup> Ambrose, Bridges, DiPietro, Lovett, Norman, 2010

<sup>30</sup> Ambrose, Bridges, DiPietro, Lovett, Norman, 2010

| TEACHER ASSIGNMENTS AND CREDENTIALING<br>STATE PRIORITY #1: BASIC SERVICES  |   |   |                 |                 |                 |                 |                 |
|---|---|---|-----------------|-----------------|-----------------|-----------------|-----------------|
| ANNUAL GOALS<br>(Identify school wide and subgroup goals as applicable)   | SPECIFIC<br>ANNUAL ACTIONS  | MEASURABLE OUTCOMES<br>Method for Measuring: Teacher folders, CALPADS |                 |                 |                 |                 |                 |
|   |   | Baseline  | 2017-2018       | 2018-2019       | 2019-2020       | 2020-2021       | 2021-2022       |
| All core teachers will be appropriately assigned and credentialed in the subject areas and for the pupils they are teaching. Additionally, all teachers and certificated staff will possess valid TB clearance. | All Crete teachers' credentials will be properly checked by the Principal prior to the commencement of employment and at least quarterly required documentation will be kept on file. | N/A   | 100% compliance | 100% compliance | 100% compliance | 100% compliance | 100% compliance |

| ACCESS TO INSTRUCTIONAL MATERIALS<br>STATE PRIORITY #1: BASIC SERVICES   |   |   |                      |                      |                      |                      |                      |
|--|---|---|----------------------|----------------------|----------------------|----------------------|----------------------|
| ANNUAL GOALS<br>(Identify school wide and subgroup goals as applicable)  | SPECIFIC<br>ANNUAL ACTIONS  | MEASURABLE OUTCOMES<br>Method for Measuring: <u>Inventory lists/invoices, classroom observations.</u> |                      |                      |                      |                      |                      |
|  |   | Baseline  | 2017-2018            | 2018-2019            | 2019-2020            | 2020-2021            | 2021-2022            |
| All students, including all statistically significant subgroups, will have access to CCSS-aligned instructional materials for core courses and additional materials as outlined in the charter petition. | Purchase Common Core-aligned texts and instructional materials (including online curriculum) for all grade levels after careful review by staff |   | 100% for grades TK-2 | 100% for grades TK-3 | 100% for grades TK-4 | 100% for grades TK-5 | 100% for grades TK-6 |

| FACILITIES MAINTENANCE<br>STATE PRIORITY #1: BASIC SERVICES                             |  |  |  |  |  |  |  |
|---|--|--|--|--|--|--|--|
| ANNUAL GOALS<br>(Identify school wide and subgroup goals as applicable)                 | SPECIFIC ANNUAL ACTIONS  | MEASURABLE OUTCOMES<br>Method for Measuring: <u>Facilities inspection checklists; maintenance logs</u> |  |  |  |  |  |
|   |  | Baseline   | 2017-2018  | 2018-2019  | 2019-2020  | 2020-2021  | 2021-2022  |
| All Crete facilities will be clean, and buildings will be maintained and in good order. | <p>The CEO will conduct reviews with the insurance provider to identify areas of risk.</p> <p>Address all needed maintenance issues in a timely manner.</p> <p>Work proactively to address facilities issues before they become larger problems.</p> <p>Develop a maintenance log to track the initial work order through to completion. Monthly, review of Maintenance logged by Principal.</p> | N/A  | Facilities will remain in good, working order according to school and district standards | Facilities will remain in good, working order according to school and district standards | Facilities will remain in good, working order according to school and district standards | Facilities will remain in good, working order according to school and district standards | Facilities will remain in good, working order according to school and district standards |



**IMPLEMENTATION OF STATE CONTENT AND PERFORMANCE STANDARDS**  
**STATE PRIORITY #2**

| ANNUAL GOALS<br>(Identify school wide and subgroup goals as applicable)   | SPECIFIC ANNUAL ACTIONS   | MEASURABLE OUTCOMES<br>Method for Measuring: <u>Teacher PD agenda and attendance records, classroom observations</u> |  |  |  |  |   |
|---|---|--|--|--|--|--|---|
|   |   | Baseline   | 2017-2018  | 2018-2019  | 2019-2020  | 2020-2021  | 2021-2022   |
| School will fully implement CCSS in ELA and Math for all students, including all statistically significant student subgroups. | <p>Faculty will utilize Common Core-aligned texts and instructional materials to design lessons and pacing guides that include opportunities for students to engage in critical thinking tasks and differentiated instruction as they master State content standards.</p> <p>Teachers will participate in summer and ongoing professional development on the implementation of CCSS and new CCSS-aligned assessments.</p> | N/A  | 100% math and ELA Common Core Implementation for TK-2 <sup>nd</sup> grades | 100% math and ELA Common Core Implementation for grades TK-3 | 100% math and ELA Common Core Implementation for grades TK-4 | 100% math and ELA Common Core Implementation for grades TK-5 | 100% math and ELA Common Core Implementation for grades TK-6. |

| PARENT INVOLVEMENT<br>STATE PRIORITY #3   |  |   |   |  |  |  |  |
|---|--|---|---|--|--|--|--|
| ANNUAL GOALS<br>(Identify school wide and subgroup goals as applicable )  | SPECIFIC ANNUAL ACTIONS  | MEASURABLE OUTCOMES<br>Method for Measuring: <u>Calendar of events, parent attendance logs, meeting agendas/logs.</u> |   |  |  |  |  |
|   |  | Baseline  | 2017-2018   | 2018-2019  | 2019-2020  | 2020-2021  | 2021-2022  |
| Parents/guardians will be actively involved in Crete Academy as integral partners via participation in school governance and on school committees (e.g., Site Council, ELAC), volunteering at school, attending parent meetings and teacher conferences, and through frequent home-school communications. | Host family orientation, Back to School Night, parent-teacher conferences 2017/18 school year), and parent education workshops 2017/18 school year) to help engage families in school life and their child's learning.<br><br>Establish Site Council, ELAC, and facilitate parent selection/participation. Crete | N/A   | Teachers and school leaders will conduct one-on-one family meetings/home visits over the summer and start of the school year, with a goal of meeting with 50% of new families by December 1 and 80% by the end of the year.<br><br>Crete will offer parent/teacher conferences 2 times per year.<br><br>Crete will offer at least four parent education workshops annually, plus orientation sessions (pre-school | Teachers and school leaders will conduct one-on-one family meetings over the summer and start of the school year, with a goal of meeting with 50% of new families by December 1 and 100% by the end of the year.<br><br>Increase parent participation in parent/teacher conferences by 5% over previous year, with goal of 100% participation.<br><br>Increase parent participation in education | Teachers and school leaders will conduct one-on-one family meetings over the summer and start of the school year, with a goal of meeting with 50% of new families by December 1 and 100% by the end of the year.<br><br>Increase parent participation in parent/teacher conferences by 5% over previous year, with goal of 100% participation.<br><br>Increase parent participation in | Teachers and school leaders will conduct one-on-one family meetings over the summer and start of the school year, with a goal of meeting with 50% of new families by December 1 and 100% by the end of the year.<br><br>Increase parent participation in parent/teacher conferences by 5% over previous year, with goal of 100% participation.<br><br>Increase parent participation in | Teachers and school leaders will conduct one-on-one family meetings over the summer and start of the school year, with a goal of meeting with 50% of new families by December 1 and 100% by the end of the year.<br><br>Increase parent participation in parent/teacher conferences by 5% over previous year, with goal of 100% participation.<br><br>Increase parent participation in |

|  |   |  |  |  |  |  |  |
|--|---|--|--|--|--|--|--|
|  | Academy will provide regular newsletters to parents of upcoming events, resources and workshops both via email and hardcopy form (in English, Spanish and other languages as needed). |  | year), Back to School Night, and other school celebrations/community events.<br><br>At least 5 parents will serve on the School Site Council<br><br>Parent satisfaction rates, based on annual surveys, will be > 85%. | workshops and school events by 5% over previous year, with goal of 90% participation in at least two events. | education workshops and school events by 5% over previous year, with goal of 90% participation in at least | education workshops and school events by 5% over previous year, with goal of 90% participation in at least | education workshops and school events by 5% over previous year, with goal of 90% participation in at least |
|--|---|--|--|--|--|--|--|

| STATEWIDE ASSESSMENTS<br>STATE PRIORITY #4: STUDENT ACHIEVEMENT   |  |   |                        |  |   |   |   |
|---|--|---|------------------------|--|---|---|---|
| ANNUAL GOALS<br>(Identify school wide and subgroup goals as applicable)   | SPECIFIC ANNUAL ACTIONS  | MEASURABLE OUTCOMES<br>Method for Measuring: CAASPPs (or alternative assessments) |                        |  |   |   |   |
|   |  | Baseline  | 2017-2018              | 2018-2019  | 2019-2020   | 2020-2021   | 2021-2022   |
| All Crete students (including statistically significant subgroups) will meet or exceed growth targets set by the state on the CAASPP (comparable assessments for students with special needs) for English | Crete will ensure all teachers are highly qualified and receive comprehensive and ongoing professional development throughout the year to provide intervention support and differentiate instruction | N/A   | N/A (only grades TK-2) | Establish baseline (first class of 3 <sup>rd</sup> graders). | Schoolwide and all significant subgroups will meet or exceed the state test scores for growth in ELA and Math (estimated 2-3%). | Schoolwide and all significant subgroups will meet or exceed targets for growth in ELA and Math (estimated 2-3%). | Schoolwide and all significant subgroups will meet or exceed targets for growth in ELA and Math (estimated 2-3%). |

|                               |   |  |  |  |  |  |  |
|-------------------------------|---|--|--|--|--|--|--|
| Language Arts and mathematics | based on student benchmark data. Teachers will collaborate in a PLC to continuously learn and refine their own instructional practice to realize student achievement goals. |  |  |  |  |  |  |
|-------------------------------|---|--|--|--|--|--|--|

| ACADEMIC PERFORMANCE INDEX (API)<br>STATE PRIORITY #4: STUDENT ACHIEVEMENT                                    |                         |   |           |   |   |   |   |
|---|-------------------------|---|-----------|---|---|---|---|
| ANNUAL GOALS<br>(Identify school wide and subgroup goals as applicable)                                       | SPECIFIC ANNUAL ACTIONS | MEASURABLE OUTCOMES<br>Method for Measuring: <u>API (or equivalent measure)</u> . |           |   |   |   |   |
|   |                         | Baseline  | 2017-2018 | 2018-2019   | 2019-2020   | 2020-2021   | 2021-2022   |
| School will meet the annual API Growth Target, or equivalent, as mandated by the CA State Board of Education. | See above.              | N/A   | N/A       | Establish baseline (first class of 3 <sup>rd</sup> graders tested). | Meet or exceed API growth targets (or equivalent measure) school wide and for all subgroups | Meet or exceed API growth targets (or equivalent measure) school wide and for all subgroups | Meet or exceed API growth targets (or equivalent measure) school wide and for all subgroups |

| A-G COURSE/ CTE COURSE OF STUDY COMPLETION RATE(S) [High School Only]<br>STATE PRIORITY #4: STUDENT ACHIEVEMENT |                         |  |           |           |           |           |           |
|---|-------------------------|--|-----------|-----------|-----------|-----------|-----------|
| ANNUAL GOALS<br>(Identify school wide and subgroup goals as applicable)   | SPECIFIC ANNUAL ACTIONS | MEASURABLE OUTCOMES<br>Method for Measuring: <u>NA</u> |           |           |           |           |           |
|   |                         | Baseline   | 2017-2018 | 2018-2019 | 2019-2020 | 2020-2021 | 2021-2022 |
| Not Applicable.   |                         |  |           |           |           |           |           |

| ENGLISH LEARNER ADEQUATE PROGRESS RATE<br>STATE PRIORITY #4: STUDENT ACHIEVEMENT   |  |   |                     |   |   |   |   |
|--|--|---|---------------------|---|---|---|---|
| ANNUAL GOALS<br>(Identify school wide and subgroup goals as applicable)  | SPECIFIC ANNUAL ACTIONS  | MEASURABLE OUTCOMES<br>Method for Measuring: <u>CELDT/ELPAC</u> |                     |   |   |   |   |
|  |  | Baseline  | 2017-2018           | 2018-2019   | 2019-2020   | 2020-2021   | 2021-2022   |
| EL students will advance at least one grade level on the CELDT/ELPAC (or other available external and internal assessments) each year. | <p>Implement the LAUSD English Learner Master Plan.</p> <p>Provide highly qualified and experienced teachers with appropriate EL authorization who will continuously monitor instruction and achievement of ELs.</p> <p>Provide New teacher assistance and support (BTSA), specifically relating to ELs.</p> | N/A   | Establish baseline. | Will achieve similar or higher rate of EL progress/reclassification as prior year or higher on CELDT/ELPAC. The Goal is to move each child at least one grade level or more, per year on the CELDT. | Will achieve similar or higher rate of EL progress/reclassification as prior year or higher on CELDT/ELPAC. The Goal is to move each child at least one grade level or more, per year on the CELDT. | Will achieve similar or higher rate of EL progress/reclassification as prior year or higher on CELDT/ELPAC. The Goal is to move each child at least one grade level or more, per year on the CELDT. | Will achieve similar or higher rate of EL progress/reclassification as prior year or higher on CELDT/ELPAC. The Goal is to move each child at least one grade level or more, per year on the CELDT. |

| ENGLISH LEARNER RECLASSIFICATION RATE<br>STATE PRIORITY #4: STUDENT ACHIEVEMENT |                         |  |           |           |           |           |           |
|---|-------------------------|--|-----------|-----------|-----------|-----------|-----------|
| ANNUAL GOALS<br>(Identify school wide and subgroup goals as applicable)         | SPECIFIC ANNUAL ACTIONS | MEASURABLE OUTCOMES<br>Method for Measuring: <u>Reclassification rates/ELD Folders</u> |           |           |           |           |           |
|   |                         | Baseline   | 2017-2018 | 2018-2019 | 2019-2020 | 2020-2021 | 2021-2022 |

|   |                         |  |                     |  |  |  |  |
|---|-------------------------|--|---------------------|--|--|--|--|
| Crete Academy’s reclassification rate will meet or exceed the district’s reclassification rate. | See above.              | N/A  | Establish baseline. | Crete Academy’s reclassification rate will be the same or above the district reclassification rate | Crete Academy’s reclassification rate will be the same or above the district reclassification rate | Crete Academy’s reclassification rate will be the same or above the district reclassification rate | Crete Academy’s reclassification rate will be the same or above the district reclassification rate |
| EAP COLLEGE PREPAREDNESS RATE [High Schools Only]<br>STATE PRIORITY #4: STUDENT ACHIEVEMENT     |                         |  |                     |  |  |  |  |
| ANNUAL GOALS<br>(Identify school wide and subgroup goals as applicable)                         | SPECIFIC ANNUAL ACTIONS | MEASURABLE OUTCOMES<br>Method for Measuring: <u>NA</u> |                     |  |  |  |  |
|   |                         | Baseline   | 2017-2018           | 2018-2019  | 2019-2020  | 2020-2021  | 2021-2022  |
| Not applicable.   |                         |  |                     |  |  |  |  |

| AP EXAMINATION PASSAGE RATE [High Schools Only]<br>STATE PRIORITY #4: STUDENT ACHIEVEMENT |                         |  |               |               |               |               |               |
|---|-------------------------|--|---------------|---------------|---------------|---------------|---------------|
| ANNUAL GOALS<br>(Identify school wide and subgroup goals as applicable)                   | SPECIFIC ANNUAL ACTIONS | MEASURABLE OUTCOMES<br>Method for Measuring: <u>NA</u> |               |               |               |               |               |
|   |                         | Baseli<br>ne   | 2017-<br>2018 | 2018-<br>2019 | 2019-<br>2020 | 2020-<br>2021 | 2021-<br>2022 |
| Not Applicable.   |                         |  |               |               |               |               |               |

| SCHOOL ATTENDANCE RATE<br>STATE PRIORITY #5: STUDENT ENGAGEMENT  |   |   |                |                |                |                |                |
|--|---|---|----------------|----------------|----------------|----------------|----------------|
| ANNUAL GOALS<br>(Identify school wide and subgroup goals as applicable)  | SPECIFIC ANNUAL ACTIONS   | MEASURABLE OUTCOMES<br>Method for Measuring: Illuminate |                |                |                |                |                |
|  |   | Baseline  | 2017-2018      | 2018-2019      | 2019-2020      | 2020-2021      | 2021-2022      |
| Crete Academy will maintain high attendance rates school wide and for all statistically significant subgroups. | <p>The Crete Principal will conduct daily, monthly and quarterly reviews of attendance to identify trends in absenteeism.</p> <p>Information located in these reports will be shared with the Office Manager who will communicate the importance of attendance to the families.</p> | 95% or greater  | 95% or greater | 95% or greater | 95% or greater | 95% or greater | 95% or greater |



| CHRONIC ABSENTEEISM RATE<br>STATE PRIORITY #5: STUDENT ENGAGEMENT                                     |  |   |                     |  |  |  |  |
|---|--|---|---------------------|--|--|--|--|
| ANNUAL GOALS<br>(Identify school wide and subgroup goals as applicable)                               | SPECIFIC ANNUAL ACTIONS  | MEASURABLE OUTCOMES<br>Method for Measuring: ADA/attendance reports |                     |  |  |  |  |
|   |  | Baseline  | 2017-2018           | 2018-2019  | 2019-2020  | 2020-2021  | 2021-2022  |
| Crete will limit chronic absenteeism school wide (including all statistically significant subgroups). | The Office Manager and Principal will conduct attendance reviews to monitor student attendance and communicate with families. Parent outreach and communications will continue to stress the importance of attendance and arriving at school on time each day. | N/A   | Establish baseline. | Decrease chronic absenteeism to less than the prior year | Decrease chronic absenteeism to less than the prior year | Decrease chronic absenteeism to less than the prior year | Decrease chronic absenteeism to less than the prior year |

| DROPOUT RATE [Middle and High Schools Only]<br>STATE PRIORITY #5: STUDENT ENGAGEMENT |                         |  |           |           |           |           |           |
|--|-------------------------|--|-----------|-----------|-----------|-----------|-----------|
| ANNUAL GOALS<br>(Identify school wide and subgroup goals as applicable)              | SPECIFIC ANNUAL ACTIONS | MEASURABLE OUTCOMES<br>Method for Measuring: <u>NA</u> |           |           |           |           |           |
|  |                         | Baseline   | 2017-2018 | 2018-2019 | 2019-2020 | 2020-2021 | 2021-2022 |
| Not applicable.  |                         |  |           |           |           |           |           |

| GRADUATION RATE [High Schools Only]<br>STATE PRIORITY #5: STUDENT ENGAGEMENT |                         |   |           |           |           |           |           |
|--|-------------------------|---|-----------|-----------|-----------|-----------|-----------|
| ANNUAL GOALS<br>(Identify school wide and subgroup goals as applicable)      | SPECIFIC ANNUAL ACTIONS | MEASURABLE OUTCOMES<br>Method for Measuring: NA |           |           |           |           |           |
|  |                         | Baseline  | 2017-2018 | 2018-2019 | 2019-2020 | 2020-2021 | 2021-2022 |
| Not applicable.  |                         |   |           |           |           |           |           |

| STUDENT SUSPENSION RATE<br>STATE PRIORITY #6: SCHOOL CLIMATE   |   |   |   |  |  |  |  |
|--|---|---|---|--|--|--|--|
| ANNUAL GOALS<br>(Identify school wide and subgroup goals as applicable)  | SPECIFIC ANNUAL ACTIONS   | MEASURABLE OUTCOMES<br>Method for Measuring: <u>Student suspension rate</u> |   |  |  |  |  |
|  |   | Baseline  | 2017-2018   | 2018-2019  | 2019-2019  | 2019-2020  | 2020-2021  |
| Crete will minimize the use of suspension or expulsion school wide (including all statistically significant subgroups) | Crete Academy will implement Restorative Justice techniques to minimize suspension rates and keep kids in school<br><br>Teachers will receive support and training in best practices regarding positive behavioral support, classroom management and crisis intervention. | N/A   | Suspension rates at Crete Academy will be lower than suspension rates of nearby surrounding schools | Suspension rates at Crete Academy will be lower than surrounding schools | Suspension rates at Crete Academy will be lower than surrounding schools | Suspension rates at Crete Academy will be lower than surrounding schools | Suspension rates at Crete Academy will be lower than surrounding schools |

| STUDENT EXPULSION RATE<br>STATE PRIORITY #6: SCHOOL CLIMATE   |                         |  |  |  |  |  |  |
|---|-------------------------|--|--|--|--|--|--|
| ANNUAL GOALS<br>(Identify school wide and subgroup goals as applicable)   | SPECIFIC ANNUAL ACTIONS | MEASURABLE OUTCOMES<br>Method for Measuring: <u>Student expulsion rate</u> |  |  |  |  |  |
|   |                         | Baseline   | 2017-2018  | 2018-2019  | 2019-2020  | 2020-2021  | 2021-2022  |
| Crete will minimize the use of suspension or expulsion school wide (including all statistically significant subgroups.) | See above.              | N/A  | Expulsion rates at Crete Academy will be lower than average expulsion rate of nearby, surrounding schools. Crete's expulsion rate will be consistent with the MCD. | Expulsion rates at Crete Academy will be lower than surrounding schools. Crete's expulsion rate will be consistent with the MCD. | Expulsion rates at Crete Academy will be lower than surrounding schools. Crete's expulsion rate will be consistent with the MCD. | Expulsion rates at Crete Academy will be lower than surrounding schools. Crete's expulsion rate will be consistent with the MCD. | Expulsion rates at Crete Academy will be lower than surrounding schools. Crete's expulsion rate will be consistent with the MCD. |

| [OTHER LOCAL MEASURE(S) OF SCHOOL CLIMATE]<br>STATE PRIORITY #6: SCHOOL CLIMATE  |   |   |  |  |  |  |  |
|--|---|---|--|--|--|--|--|
| ANNUAL GOALS<br>(Identify school wide and subgroup goals as applicable)  | SPECIFIC ANNUAL ACTIONS   | MEASURABLE OUTCOMES<br>Method for Measuring: <u>Stakeholder surveys</u> |  |  |  |  |  |
|  |   | Baseline  | 2017-2018  | 2018-2019  | 2019-2020  | 2020-2021  | 2021-2022  |
| School will engage parents in decision-making and provide programs and resources that support families and enhance the school community. | Training for teachers, staff and parents on use of digital communication tools. | N/A   | Achieve >85% positive results on Annual Stakeholder Satisfaction Surveys | Achieve >85% positive results on Annual Stakeholder Satisfaction Surveys | Achieve >85% positive results on Annual Stakeholder Satisfaction Surveys | Achieve >85% positive results on Annual Stakeholder Satisfaction Surveys | Achieve >85% positive results on Annual Stakeholder Satisfaction Surveys |

| [OTHER STUDENT OUTCOMES]<br>STATE PRIORITY #8   |  |   |  |  |  |  |  |
|---|--|---|--|--|--|--|--|
| ANNUAL GOALS<br>(Identify school wide and subgroup goals as applicable)   | SPECIFIC ANNUAL ACTIONS  | MEASURABLE OUTCOMES<br>Method for Measuring: Review of Wellness Program Student Files |  |  |  |  |  |
|   |  | Baseline  | 2017-2018  | 2018-2019  | 2019-2020  | 2020-2021  | 2021-2022  |
| All students, including students in statistically significant subgroups, will have access to free and low-cost community service resources to support their needs (physical health screening, dental exams, counseling, nutrition services, and more), through partnerships with community organizations. | Crete will establish partnerships with health and dental clinics, counseling services, food banks, housing organizations and more to support students and their families. All staff will receive comprehensive training on identifying student with psycho-social, health or other needs (including food, clothing, etc.) and internal policies and procedures | N/A   | >85% of parents surveyed will indicate that they received referrals to appropriate external services and supports for their children/families as needed. | >85% of parents surveyed will indicate that they received referrals to appropriate external services and supports for their children/families as needed. | >85% of parents surveyed will indicate that they received referrals to appropriate external services and supports for their children/families as needed. | >85% of parents surveyed will indicate that they received referrals to appropriate external services and supports for their children/families as needed. | >85% of parents surveyed will indicate that they received referrals to appropriate external services and supports for their children/families as needed. <sup>31</sup> |

<sup>31</sup> Charter authorization is for K-12 and the extracurricular and after school provisions serve as supplemental information.

|  |   |  |  |  |  |  |  |
|--|---|--|--|--|--|--|--|
|  | for providing referrals and coordinating services for families. |  |  |  |  |  |  |
|--|---|--|--|--|--|--|--|

| BROAD COURSE OF STUDY<br>STATE PRIORITY #7  |   |  |  |  |  |  |  |
|---|---|--|--|--|--|--|--|
| ANNUAL GOALS<br>(Identify school wide and subgroup goals as applicable)   | SPECIFIC ANNUAL ACTIONS   | MEASURABLE OUTCOMES<br>Method for Measuring: _ Master bell schedule; student folders |  |  |  |  |  |
|   |   | Baseline   | 2017-2018  | 2018-2019  | 2019-2020  | 2020-2021  | 2021-2022  |
| All students, including all subgroups, will have access to a broad course (English, Math, Social Studies, Science, Health/PE, visual/performing arts) outlined in the charter petition. | All academic areas will be available to all students, inclusive of all subgroups, and all grades. | N/A  | 100% of students will have access to the program outlined in the charter | 100% of students will have access to the program outlined in the charter | 100% of students will have access to the program outlined in the charter | 100% of students will have access to the program outlined in the charter | 100% of students will have access to the program outlined in the charter |

## INSTRUCTIONAL DESIGN

### **12. CURRICULAR AND INSTRUCTIONAL DESIGN OF THE EDUCATIONAL PROGRAM: KEY EDUCATIONAL THEORIES AND RESEARCH**

At Crete, we will implement an instructional framework that has proven effective with similar populations at high-performing schools in California and other states. Our instructional framework, which includes our curriculum selection and instructional strategies are guided by how we believe learning best occurs and how best to support our students to be 21<sup>st</sup> learners. At Crete, we want to ensure students master the content, their emotional well being and character are developed and they are prepared for college and beyond.

The instructional design of our educational program is comprised of carefully selected curricular resources and research-based instructional strategies. Our curriculum planning includes the following:

1. An alignment to the CCSS and NGSS
2. Curriculum Design
3. Description of Curricular Resources including supplemental curricular resources

Our curriculum development begins with a focus on ensuring student mastery of the content standards. Next, carefully selected instructional strategies are aligned to each lesson according to how we believe learning best occurs. Differentiated instruction, modeling metacognitive strategies and supplemental resources are embedded to ensure student receive a personalized learning experience. Assessments are based administered based upon specific unit and lesson goals and are used to guide future instruction within a content area. Below is a more detailed description of the Crete curriculum and instructional strategies and methods. Next we will describe how we will ensure student mastery of the content.

In designing our instructional framework, we looked to both research-based strategies and to schools serving similar populations and achieving high academic results. Our instructional methodologies of direct and differentiated instruction and the development of metacognitive strategies have proven effective with schools serving similar populations. Citizens of the World Charter and Equitas Charter both use the Gradual Release of Responsibility and move students from dependence on their teacher, to independent master of content. Similarly, Synergy Charter Academy, which uses a differentiated instructional model, scored above surrounding district schools on the 2015 CAASPP, with 29% of their students having met the ELA standard and 18% having exceeded ELA standard. Synergy also reported that 24% of its students met the standard in math in 2015. Crete believes that if our teachers support students in similar ways, we can achieve similar results to that of Equitas and Synergy Charter schools.

In addition to looking at similar schools to inform our instructional framework, the Crete Founder met with current charter leaders to gain insight and information from their



experiences. The following is a list of district and charter schools that were consulted: Ellen Ochoa Magnet High School, Metro Charter, Synergy Charter Academy, Crenshaw Arts/Tech Charter High School, Academia Avance, KIPP and LA's Promise. Drawing from these leaders' experiences and expertise, and proven strategies from schools serving similar populations Crete developed it's the following instructional framework.

Given the great needs of our target population, we anticipate many of our students arriving at various developmental levels. Our approach to instruction includes, identifying the individual learning needs of each student, including their physical, mental and emotional needs and monitoring their progress through assessment and observation. Curriculum planning takes into account the state content standards and what students should be able to do. Through differentiated instruction our students receive a personalized learning experience that focuses on the development of metacognitive abilities and mastery of the content.

### **13. CURRICULUM AND INSTRUCTION**

The following is a description of our curricular materials. We begin with outlining each content area, the skills students will acquire and the accompanied curricular resources. We also include a description of supplemental curricula that will enhance the student learning experience, support mastery of the core subject areas and further develop metacognitive skills.

#### **dd. Curriculum**

##### **Subject Matter Specialists and Backwards design of Curriculum**

At Crete all teachers will be subject matter specialists in two or more subjects and work with one other teacher to deliver the core subjects. In general, most teachers will either be a specialist in math and science or ELA and social studies. Crete teachers will also work in collaborative groups to Backwards design the unit and lesson plans.

Using the curriculum design described in Understanding by Design Crete teachers will plan lessons in collaborative groups with an emphasis on mastery of the content standards.<sup>32</sup>

This type of curricular planning begins with thinking about the final outcome desired and what student mastery of the content is. The three steps to Backwards design include:

**Identifying desired results:** Crete teachers begin with identifying and establishing learning expectations, based upon the content standards and a three- tiered hierarchical set of learning expectations:

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<sup>32</sup> Wiggins & McTighe, 1998

1. **Enduring Understanding:** How will students internalize the standards such that they are linked to an authentically meaningful big picture understanding of the material?
2. **Information and skills worthy of familiarity:** What prior knowledge do my students need to make meaning of this new information?
3. **Important knowledge and skills:** What foundational knowledge and skills do students need to master this material?

As teachers collaboratively work to prioritize learning expectations for students, they will think about how the content, material or process being introduced represents a big idea, represents the foundation of a specific discipline and is grounded in the state content standards.

1. **Aligning assessments to desired results:** Crete teachers will design units and lessons around student mastery and therefore, will need to regularly assess student progress. Teachers will use both formative, during the unit and summative, post-unit, to assess student progress. Some of the assessment methods include: quizzes, tests, anecdotal notes and observations, questioning and projects. Assessments will be determined according to the content standard and what represents proficiency within a content area.
2. **Differentiating Instruction to meet the needs of all learners:** Once teachers have collaborative established learning expectations, they will work together to decide which teaching strategies are most appropriate and which curricular resources will support student learning. Using many of the instructional strategies listed in this petition, and other research-based strategies, teachers will develop their individual lessons.

Using data to drive instruction, teachers will constantly work to refine their lesson plans and better meet the needs of their students. Teachers will use student assessment data, observation and formative and summative assessments to guide future lessons. In addition, teachers will implement a variety of instructional strategies and differentiated learning to support each student's unique needs. In weekly professional development meetings, teachers will share best practices and noted successes with specific instructional strategies and curricular materials.

Crete believes in a community school to meet the individual needs of each student. We also believe in this same sense of community for our staff, especially among our teachers. To promote a collaborative learning community, the Crete staff will schedule regular time for teachers to meet each week to collaborate in grade level groups, and across subjects. In addition to regularly year long and summer PD, Crete teachers will be provided opportunities through luncheons and other forms of appreciation, to bond with their peers and the school staff. Other activities throughout the year will invite parents to the school to interact with teachers and school, further strengthening the school culture and sense of community. These activities and others will create a sense of community among our students, teachers, staff and families.

## Curriculum Resources and Materials

Crete has selected curricular materials that align to the CCSS and NGSS. The other major considerations for selecting the curriculum and curricular resources are: 1) sensitivity to diversity 2) differentiated or blended learning and, 3) development or support for metacognitive skills. In addition to offering instruction in the core subject areas, Crete will offer art, music, horticulture and foreign language in addition to afterschool enrichment. As teachers provide instruction in the core content areas, they will draw from the instructional strategies detailed below. Using the “Backward Design” method of developing lesson plans, that will look to the standards to inform what students should know and be able to do. Although teachers will work collaboratively to create lessons, they will constantly revise and update their lessons through data-driven instruction. Teachers will receive ongoing professional development in how to use data to drive instruction and implement differentiated instructional strategies to create personalized learning for each student and ensure their specific needs are met.

The following curricular programs were selected as the foundation for instruction at Crete:

### **English Language Arts**

Reading is a critical foundational skill for which all other subjects are impacted. We know from research that early reading ability can affect later educational attainment.<sup>33</sup> One’s reading ability has broad implications for overall student achievement and therefore, ELA at Crete will focus on establishing a strong foundation in reading beginning with grades TK-1. In later grades, 2<sup>nd</sup> through 6<sup>th</sup> students will move to more complex reading skills, such as knowledge, comprehension, application, analysis, synthesis, and evaluation.<sup>34</sup> Reading skills at Crete will be determined by the content standards and taught through carefully selected curriculum and reading, writing, speaking and listening instruction.

Crete will use *Reach for Reading* produced by National Geographic for teaching reading and writing because of its rich content, alignment to the CCSS, diverse and global texts and connections to science and social studies curricula.

*Reach for Reading* is a K-6 reading and language arts program built to meet the demands of the Common Core State Standards. The program supports Crete’s belief that learning is best when it is presented personalized and according to the unique needs of each learner. As such, *Reach for Reading* offers activities for both whole and small group instruction at all grades. The curriculum also includes engaging reading resources including authentic leveled libraries, motivating main selections, and relevant, meaningful practice. Crete will support students’ reading, writing, listening and speaking development with an emphasis

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<sup>33</sup> Children’s Reading and Mathematics Achievement in Kindergarten and First Grade. Denton, Kristin; West, Jerry

<sup>34</sup> <http://www.k12reader.com/reading-comprehension-and-higher-order-thinking-skills/>

on the following skills:

- Interactive Read Aloud and Literature Discussion
- Phonics, Phonemic Awareness, Fluency, Vocabulary, Spelling, and Comprehension
- Writing
- Oral Communication, including speech writing and delivery
- Guided Reading

Reach for Reading is built around unit themes and Big Ideas with each unit focusing on either a science or social studies topic. Teachers will teach reading strategies and provide students with strategies to access complex text through content-based selections, including National Geographic exclusives. Reach for Reading is also structured and flexible to adapt to the needs of individual classrooms. With Reach for Reading students will increase comprehension, fluency and knowledge through high-interest, age appropriate National Geographic texts, videos, and images. All resources are offered via an interactive digital platform, known as *myNGconnect*, which includes eEditions, recording options for fluency, customizable lesson plans, eAssessment, and more. Reach for Reading's online resources supplement student learning and support the practice of online assessments in preparation of state testing.

Crete teachers will use a variety of reading materials to support students' reading development. Some of the identified materials include: poetry, drama, non-fiction, biographies, autobiographies, short stories, folktales, fairytales, and fictional drama. In addition, every class at Crete will have access to a leveled library as well as online curricular resources to teach mastery of reading and writing. At each grade level, reading, writing, listening and speaking skills will build upon the skills of the previous grade and teachers will work collaboratively to design lessons.

In TK/K-first grade teachers will use large Read Aloud books, leveled readers and charts to present English language arts content to students. Students in grades 2<sup>nd</sup> through 5<sup>th</sup> grade may use the same materials as in TK/K and first grade, but will begin to learn through literature units. Teachers will introduce students to a variety of texts including expository, historical fiction, poetry and realistic fiction. Materials include:

- Reach for Reading K-6<sup>th</sup> grade and leveled library and practice books
- Teachers' Editions
- eEditions
- Online assessments, including quizzes and tests

***Phonemic Awareness:*** To support early reading skills among the primary grades, teachers will use *Reach for Phonics*. Reach for Phonics offers students with visually engaging decodable texts, structured support and connections to science and social studies. To supplement the Reach for phonics program, teachers will also provide a variety of phonological exercise throughout the ELA block including: phonemic blending, segmentation, deletion and substitution activities.

**Various Texts:** Students will engage in a variety of rich texts through the Reach for Reading Program and Reach for Phonics. Because the content connects to science and social studies, students will learn to make connections across the curriculum. In addition, students will learn about the broader world around them and how they fit into the world, all while learning to read and write. Through regular practice, small and whole group instruction, leveled reading that offers graduating levels of reading ability for students, students will learn phonics, phonological awareness in the early grades, and various genres, comparison and literature analyses in the later grades.

**Metacognition and Making Meaning:** The ultimate goal of reading is for students to construct meaning from the text. Constructing meaning requires that students draw on themes and concepts from the text to make sense of the author's message. Teachers will model the metacognitive processes for constructing meaning from texts. Students will learn how to construct meaning from texts, through teacher modeling, guided practice and independent practice. As students progress through the grades and content standards the level at which they construct meaning and responds to text will become increasingly more complex.

**Writer's Workshop:** In addition to using Reach for Reading to teach students write, teachers will also use Writer's Workshop in grades K-6<sup>th</sup> grade to support the development of writing skills. Through Writer's Workshop, students will be taught to construct meaning from the world around them. Each month, teachers will focus on a particular writing strategy, also outlined in the CCSS, that they will introduce to the class. Each week, teachers will introduce specific writing skills through mini-lessons and re-teaching. This type of teaching avoids cognitive overload by spacing content over time and introducing new skills once students have mastered the previous skill. Moreover, Writer's Workshop facilitates whole group, small group and one-on-one instruction and learning through differentiated instructional strategies, which supports personalized learning.

Writer's workshop promotes the development of highly-effective writers through the process of drafting, peer-editing, revising and editing their work. Students learn to become critical reviewers and stronger writers through of Writer's Workshop. Crete will use Writer's Workshop to complement what students are learning through the Reach for Reading program.

**Silent Reading Block:** In addition to the regularly scheduled English language Arts block during the school day, students will have a regularly 30 minute block dedicated to silent reading time to foster a love for reading. For younger grades such as TK/K-1 this could mean a read aloud or looking at pictures. In older grades, this will consist of students reading in small groups, with a partner or individually. The goal of Silent Reading time is allow for regularly scheduled time for children to engage in reading at their own pace and in their own manner. Each classroom at Crete will have a leveled library from which students can choose their daily reading material. The libraries will include publisher created materials and supplemental resources in addition to carefully selected genres by the Principal and teachers to ensure diversity sensitivity and inclusion.

***Literacy Across the Curriculum:*** As stated previously, reading skills have broad implications for student achievement in all subject matter areas. In alignment with the CCSS, Crete focuses on literacy in all subjects and grades. In addition, science and social studies blocks provide students with even greater opportunity to practice their reading, writing, listening and speaking skills. For example, a second grade student may read a leveled reader from Reach for Reading about alligators. The student may write two to three new pieces of information they learned about alligators. Finally, the student may read their sentences in front of the class to reinforce speaking skills. Literacy across the curriculum allows for increased fluency and greater literary analyses as students progress to upper grades.

***English Learners:*** Crete supports the reading development of all students, including our ELs. The dedicated Silent Reading block offers additional reading time each day for our ELLs. For example, an ELD level 1 student may read one-on-one with the teacher. Or, the teacher may use Silent Reading block to group students who are ELD level 1 and 2 in a group to read together and do the same for ELD level 3 and 4 students. Level 5 and English proficient students (EOs) may also be grouped together to support greater language development. Crete teachers will use National Geographic, Reach for Reaching, which has strategies and supports for ELD.

## **Mathematics**

### **MATHEMATICS PLACEMENT**

Like the ELA curriculum, Crete's mathematics curriculum will be aligned to the CCSS. Mathematics instruction at Crete will connect across the curriculum to science. In TK-2 grade, mathematics instruction will focus on developing the following skills: number sense, place value, counting, addition and subtraction. During TK-2 grades students will also learn the application of mathematics skills through activities like counting money, telling time and reading the calendar.

The level of mathematics knowledge and skills will increase as students move throughout the grades. Students 3<sup>rd</sup> through 6<sup>th</sup> grade will experience increased levels of difficulty with mathematical concepts as they progress through each grade. Teachers will provide appropriate amounts of support with the following concepts: algebraic equations and order of operations, number and operations in base ten (with an emphasis on fractions in the third grade), measurement and data and geometry (which is embedded throughout the grades beginning in TK/K. In fourth grade, the shift from computation is made to problem solving and critical thinking in math.

To illustrate the increase in knowledge and skills throughout the grades we will use an algebraic example. In TK/K students begin with recognizing patterns and finding the missing shape, number or object. In first grade students will learn that  $8+3=11$  is the same as  $3+8=11$ . For second grade students, will add and subtract 20 with fluidity. For third grade, they will understand properties of multiplication and division while fourth graders

will be able to interpret  $35 = 5 \times 7$  as a statement that 35 is 5 times as many as 7 and 7 times as many as 5. Fifth grade students will be able to express equations such as *express the calculation "add 8 and 7, then multiply by 2" as  $2 \times (8 + 7)$* . Finally, sixth grade algebra will include writing and evaluating numerical expressions involving whole-number exponents. As is demonstrated in this mathematics example, students will move through the grade level content, through mastery of the CCSS and increased ability to solve complex problems.

Like other lessons at Crete, teachers will use the “Backwards design” method for developing their unit and lesson plans. With mastery of the content standard in mind, teachers will begin lessons by reviewing the previous days skill, concept or idea, then activating students’ prior knowledge with respect to the new material. Teachers will engage students in the material through a gradual release of responsibility, where students begin with observing modeled behavior, engage in guided practice and perhaps small group collaboration and conclude the lesson with independent practice. Teachers will embed the modeling of metacognitive strategies throughout the lesson especially during the “I Do,” and “We Do” phases of instruction.

***Supplemental Curricular Resources:*** In addition to *GoMath!* curriculum, Crete will use *Ironbox*, a supplemental mathematics curriculum designed by the founder of Synergy Academies. Ironbox supports the development of foundational math skills. More specifically, Ironbox offers curricular resources that support 1) addition and subtraction, 2) multiplication fluency, 3) division, 4) Fractions, Proportions, Conversions, 5) Integers, 6) Exponents and 7) Equations. Teachers will use all supplemental curricular resources, including Ironbox, to support students performing below grade level, ELLs, those with special needs and those identified as Gifted and Talented. Last year, Synergy Academy had among the highest mathematics scores on the CAASPP in the South Los Angeles area<sup>35</sup>. Crete will use a variety of resources and strategies to support students’ development of mathematics skills.

## **Science**

The science program at Crete is grounded in the Full Option Science System (FOSS) learning modules and the National Science Education Standards (NGSS). The NGSS sets national K-6<sup>th</sup> grade science expectations and provides research-based curriculum and materials founded on the idea that children science by doing science.<sup>36</sup> The science program at Crete develops student inquiry and further supports the mastery of reading, writing vocabulary and critical thinking and problem-solving skills. In addition, the NGSS provide opportunities for students’ to engage in mathematics and language development

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<sup>36</sup> <http://www.lhsfoss.org/faq.html#a6> – Lawrence Hall of Science, The Regents of the University of California.

through science. Through Crete's science curriculum, students will have a greater understanding of the natural world.

As students move through the science curriculum they will develop their own inquiry, investigation and analysis. FOSS believes that the best way to support students' development of scientific inquiry is through their own construction of scientific concepts, including critical thinking. This type of learning is exciting for students and motivates them to engage in the material.

Rich texts, are offered through the FOSS program. In addition to introducing scientific content and concepts, FOSS rich texts support reading, listening and speaking, further making connections across the curriculum. A variety of instructional materials are available to teachers and students including:

- Historical and biographical readings.
- Fictional tales, myths, and stories about kids doing interesting things with science principles in an interesting context.
- Expository reading to add detail and to extend the knowledge gained from direct experience.
- Technical readings in which students follow instructions or technical explanations of scientific principle

Beginning in TK/K students develop the foundation of scientific inquiry. Key concepts for TK/K include: the life cycle, water, air, sunlight, plants and weather. Activities in TK/K center around students within the context of a larger world, introduce the cause and effect relationship. Students learn how their lives impact the world around them.

The level of scientific inquiry will increase as students move through the grades. Teachers will provide the appropriate amount of scaffolding to move students through the various scientific concepts. Ideas like humans and animals evolve into big picture concepts like the Life Cycle. Students will learn a concept like weather taught in kindergarten and how it impacts activity like earthquakes. Through the grade levels, teachers will model scientific inquiry and metacognitive strategies to support students' development of critical thinking skills. As with all curriculum at Crete, teachers will meet in their weekly collaborative groups and use "Backwards design" to identify science expectation and plan lessons with the appropriate amount of scaffolding and differentiation to provide students with a personalized learning experience. The ultimate goal of science instruction at Crete is to foster a greater sense of inquiry and critical-thinking in our students.



## Social Studies

The Social Studies curriculum is grounded in Crete's core values: character, responsibility, equality, teachability and excellence. Teachers will work during their regularly, planned PD time in collaborative groups using "Backward Design" to develop social studies units and lessons. During the development of unit and lesson plans, teachers will embed the Crete Core Values throughout the curriculum. Teachers will plan the introduction of the Crete Core Values throughout the school year and connect them to social studies lessons.

Crete social studies curriculum aligns to the CCSS and supports students' sense of self and community. The social studies curriculum will teach the following skills: vocabulary, reading and writing, speaking, including speech writing and delivery, analyzing primary sources, debate and make cause and effect connections.

Crete will use Scott Foresman History-Social Science for California. Students in grades TK/K-5<sup>th</sup> grade will use the My World Social Studies program. Students in the sixth grade, will use the MyWorld History program.

## Enrichment Program

To support our students in becoming competitive 21<sup>st</sup> century learners, our students will have the opportunity to participate in enrichment activities. Students at Crete TK-6<sup>th</sup> grade will experience a variety of enrichment activities including, physical education, foreign language, music, dance and art. Students will rotate through the activities throughout the year initially and will participate in all enrichment activities. As Crete grows, students in upper grades 4<sup>th</sup> through 6<sup>th</sup> will participate in an activity of their choice during their enrichment block. Crete teachers, who have a special interest or talent in one of the abovementioned activities, or part-time consultants, will provide enrichment.

**Physical Education:** At Crete, we believe students physical needs must be addressed in order for them to learn. This includes the need for regular exercise and movement. Therefore, students at Crete will participate in 20 minutes of physical activity per day, which can include recess, free play or organized activity. In addition, physical education at Crete will include learning basic movements, such as exercises and stretches and the fundamentals of soccer, baseball, football and track. Our ability to provide instruction of each of the named sports depends heavily on our facility and the available space.

**Visual and Performing Arts:** in the beginning years at Crete, we will contract with consultants and other providers to deliver visual and performing arts instruction. Students will participate in age-appropriate activities and advance through various levels of difficulty within each discipline.

**Foreign Language:** Similar to Visual and Performing Arts education, Crete will contract with consultants and other providers to deliver foreign language instruction. Students will participate in foreign language acquisition activities and learn about other cultures in the process.

***Character Education and Leadership Development:*** As mentioned in previous sections, teachers will embed the Crete Core Values throughout the curriculum. By spacing the Core Values across the school year, teachers and students will have time to focus an entire month on each Core Value.

The Crete Core Values will be supported in the following ways:

***1. Monthly Themes Featuring Core Values:***

Based upon predetermined theme months, the Principal and teachers will introduce the theme of the month, a specific core value, through a school wide announcement. The announcement will include a definition of the core value and several examples of the value in action. Students will be encouraged to acknowledge one another throughout the month, when they observe a student behaving in a way that supports the core value. The theme of the month will culminate with the recognition of a student at each grade level who “mastered” the core value, meaning they regularly displayed actions and activities in support of the core value.

***2. Morning Routine:*** Morning Routine is a good time to help students prepare for the day. This is also a time where students will be reminded of the Crete Core Values. In addition to reciting the flag and other routine activities, students will recite the Core Values. To support greater understanding of the Core Values, teachers can provide short examples of student activity that supports each value. As students begin to better understand the Core Values, and for those students who are in upper grades, they can discuss current events and other national activity in support the core values.

***3. Embedded Throughout the Curriculum:*** During summer professional development and weekly professional development, teachers will collaborate around the integration of the Core Values into the curriculum. As with all lessons at Crete, teachers will use “Backwards design” to identify the expected learning goal and align it with Core Values, where applicable. Embedding the Core Values across the curriculum will provide students with multiple opportunities to fully understand the value.

***4. Through Workshops, Afterschool Enrichment and Fieldtrips:***

Throughout the year, students will participate in workshops, enrichment activities and field trips that support the development of the Core Values and leadership. For example, students 4<sup>th</sup> grade and above will visit the museum of tolerance, which expounds upon the core value, character and equality. Teachers will explicitly describe the relationship between the core values and the fieldtrip, so that students clearly understand the purpose and connection.

In addition to fieldtrips, ongoing workshops offered during and afterschool from various organizations will provide instruction in character and leadership development. Some of

the organizations that may provide leadership development include Admired Man and Valley Girls.<sup>37</sup>

All of our curricular materials will be selected based on alignment with the standards and support of the development of metacognitive skills. Teachers will carefully supplement the core textbooks with additional materials and strategies to support our ELs, students with special needs, those performing below grade level standard and those identified as gifted and talented.

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

***College Preparatory Program:*** Crete's goal to end poverty one child at a time, is built on the foundation of college preparation for our students. According to research, low-income parents often aspire for their children to go to college, but do not always expect them for them to go. Much of the reason that low-income students do not attend college is a lack in information about college. The Crete college preparatory curriculum aims support students and families in their understanding of college and its importance. Our goal is to prepare 100% of our students for college through our educational program and college prep program.

Conversations with students about college and its benefits begin in TK/K. During Morning Routine, teachers will explicitly describe college and why it is important. Moreover, the Charter School environment at Crete will be one of college-going. University signs will hang on the walls in every office and classroom, classrooms will be named after colleges, classroom and PE teams will use university names for competitions, further supporting the college-going culture. In addition, Crete students, in all grades, will attend quarterly fieldtrips to local colleges and participate in on campus activities, events and tours to familiarize them with college. College-going at Crete is supported through both verbal and nonverbal communication, the sharing of information and planned and targeted fieldtrips and activities.

***Slow Growth Model:*** As outlined in our Enrollment Plan in the previous section, Crete will maintain a strong school culture that embodies our Core Values through a slow growth model. Rather than open the Charter School with all grades TK-6<sup>th</sup> grade, Crete is instead starting small with just three grades TK-2 grade and adding one grade per year for four years. Our slow growth model supports a smaller student body and smaller class sizes, where students can feel a part of a small community.

***Wellness Program:*** Refer to Health and Safety Section for a detailed description of our Wellness Program.

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<sup>37</sup> Charter authorization is for K-12 and the extracurricular and after school provisions serve as supplemental information.

### **Intervention and enrichment programs**

All interventions are based on student academic data. Every assessment provides teachers with valuable information on each student's level of mastery within the content standards. Teachers will use this information to guide future instruction and targeted interventions (please see intervention and enrichment sections in later parts of the petition for further detail).

Refer to the Enrichment Program, in the previous section to read more about our PD, visual and performing arts, foreign language and character and leadership development.

### **Curricular and instructional materials**

As noted above, our teachers will use standards and research-based curricula that are aligned to the CCSS and NGSS. Furthermore, the scope and sequence for TK-6<sup>th</sup> grade are based also on the CCSS and NGSS. Crete teachers will assess and evaluate the effectiveness of our curriculum and the leadership weekly through our collaborative PD sessions and modify our curricular and instructional materials as needed.

### **Transitional Kindergarten**

Crete teachers will provide a rigorous transitional kindergarten program that will support our youngest learners with a foundation in literacy and number sense. In addition to our instructional program for K-6<sup>th</sup> grade, our TK program is based on the curriculum in our kindergarten program and is aligned to the California Preschool Learning Foundations. This means our youngest learners will:

1. Be held to the CCSS and NGSS standards
2. Participate in lesson that were developed using "Backwards design"
3. Experience an individualized learning experience with differentiated instructional strategies based on their unique needs
4. Engage in metacognitive thinking and strategy development.

In addition to a rigorous academic program our TK program will rely on practices outlined in early childhood development which supports skills like fine and gross motor skills, socialization skills, understanding cultural norms, including non verbal cues, recognizing and articulating emotions and a foundation in language, mathematics, science and social studies. The curriculum and scope and sequence for our transitional kindergarten program and the kindergarten program are articulated below.

Content Area Textbooks for Grades TK-6<sup>th</sup> Grade

| <b>Grade Level</b> | <b>English Language Arts and ELD</b>  | <b>Mathematics</b>                        | <b>History and Social Studies</b>                                     | <b>Science</b>                                       |
|--------------------|---|---|---|--|
| TK/Kinder          | Reach for Reading<br>TK-6 <sup>th</sup> Grade + ELD<br>(National Geographic)<br>Leveled Reading Library | Go Math!<br>(Houghton Mifflin – Harcourt) | Pearson Scott Foresman<br>History-Social Science for California (K-5) | Full Option Science System<br>FOSS (Delta Education) |
| First              | Reach for Reading<br>TK-6 <sup>th</sup> Grade + ELD<br>(National Geographic)<br>Leveled Reading Library | Go Math!<br>(Houghton Mifflin – Harcourt) | Pearson Scott Foresman<br>History-Social Science for California (K-5) | Full Option Science System<br>FOSS (Delta Education) |
| Second             | Reach for Reading<br>TK-6 <sup>th</sup> Grade + ELD<br>(National Geographic)<br>Leveled Reading Library | Go Math!<br>(Houghton Mifflin – Harcourt) | Pearson Scott Foresman<br>History-Social Science for California (K-5) | Full Option Science System<br>FOSS (Delta Education) |
| Third              | Reach for Reading<br>TK-6 <sup>th</sup> Grade + ELD<br>(National Geographic)<br>Leveled Reading Library | Go Math!<br>(Houghton Mifflin – Harcourt) | Pearson Scott Foresman<br>History-Social Science for California (K-5) | Full Option Science System<br>FOSS (Delta Education) |

|        |   |   |   |  |
|--------|---|---|---|--|
| Fourth | Reach for Reading<br>TK-6 <sup>th</sup> Grade + ELD<br>(National<br>Geographic)<br>Leveled Reading<br>Library     | Go Math!<br>(Houghton<br>Mifflin –<br>Harcourt) | Pearson Scott<br>Forsman<br>History-Social<br>Science for<br>California (K-5) | Full Option<br>Science System<br>FOSS (Delta<br>Education) |
| Fifth  | Reach for Reading<br>TK-6 <sup>th</sup> Grade + ELD<br>(National<br>Geographic)<br><br>Leveled Reading<br>Library | Go Math!<br>(Houghton<br>Mifflin –<br>Harcourt) | Pearson Scott<br>Forsman<br>History-Social<br>Science for<br>California (K-5) | Full Option<br>Science System<br>FOSS (Delta<br>Education) |
| Sixth  | Reach for Reading<br>TK-6 <sup>th</sup> Grade + ELD<br>(National<br>Geographic)<br>Leveled Reading<br>Library     | Go Math!<br>(Houghton<br>Mifflin –<br>Harcourt) | History Alive!<br>(6 <sup>th</sup> )  | Full Option<br>Science System<br>FOSS (Delta<br>Education) |

#### **14. COMPREHENSIVE COURSE LIST**

N/A.

#### **15. INSTRUCTIONAL METHODS AND STRATEGIES**

At Crete we believe that students should receive a personalized learning experience. To ensure personalized learning, teachers must employ a variety of instructional strategies. The next section highlights the various instructional strategies that teachers will access in order to ensure student mastery of the content.

Teachers at Crete will use a variety of instructional strategies to deliver subject matter content to students. In selecting appropriate instructional strategies, teachers will consider, the relevant content, students' prior knowledge and prior instruction. In addition to direct instruction and metacognitive strategies, teachers will also use:

***Differentiated Instruction:*** Research has shown that when students learn better and remember things they learn in a meaningful way.<sup>38</sup> Tomlinson (2003) notes that students are more motivated and engaged when the content is differentiated according to their specific learning needs and made relevant. Differentiated instruction is especially valuable for subgroup populations including ELLs, those with special needs and gifted and talented students.

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<sup>38</sup> Mayer, 2009

With this in mind, teachers at Crete recognize that each student has unique learning needs that must be met through differentiated instructional strategies in order to create a personalized learning experience. Providing students with instruction that is personalized and includes the appropriate level of scaffolding. Providing appropriate scaffolding enhances learning and self-efficacy, which motivates students to want to learn more.

Crete will use differentiated methods of instruction, including direct instruction through the Uniform Instructional System, small group instruction and Kagan teaching strategies. Additionally, other strategies such as modifying the difficulty of assignments, enhancing activities and assignments and assigning additional work is developed for students identified as Gifted and Talented. Differentiated instruction will include: direct instruction (UIS model), one-on-one support, small group instruction and online learning.

***Uniform Instructional System:*** To maximize learning by ensuring that students feel supported during learning and develop positive **self-efficacious beliefs**, teachers will use a Uniform Instructional System (UIS). The UIS model aligns to the Gradual Release of Responsibility model by slowly turning over the learning to the student. UIS is a three-step process that begins with the teacher modeling a task, also known as “I do.” Next, the teacher and students work on the task together, this is known as “We do.” Finally, Students are asked to complete a task on their own, known as “You do.”

Using a UIS system, helps scaffold content, which supports students by providing enough support so they do not experience extraneous cognitive overload. Furthermore, connecting to students’ prior knowledge engages them in the content personally, and increases their motivation to engage in the lesson. Finally, as students move successfully from the “I do,” phase to the “We do,” their sense of self-efficacy increases. Once the student reaches the third and final stage, “You do,” they are comfortable completing the task. It is important to note that the UIS (a key component of our instructional design) and differentiation of instruction work hand in hand.

***Small Group Instruction:*** At times, a small group of students may be struggling with the same content or skill. When this occurs, Crete teachers will identify the students and place them in a small group for instruction. This could be a mathematical concept that the group is struggling with, or a writing skill that needs additional development. Small group instruction is used to focus in a specific skill or content area and support students in their learning. Small groups of students may continue working in together over several weeks or a single session. Crete teachers will use this method when one or more students need additional support in a content area or skill set. While the teacher is working with the small group of students, the other students will work independently, in pairs or other small groups. Once Crete is able to assign an aid to every classroom, multiple small groups can engage in small group learning simultaneously.

***Kagan Strategies:*** Particularly in the context of a community school, Kagan Strategies focus on cooperative learning where students work together in groups. Kagan strategies enhance cooperation, communication and engagement of students. Kagan (2016) suggests a strong correlation between students’ level of cooperation, communication and

engagement and their learning. In particular, Kagan strategies can be very useful in supporting English Learners (Kagan, 2016). For students who are performing below grade level standard, English Learners, have special needs or are introverted, the whole group/direct instruction can at times may be overwhelming and intimidating for struggling students, especially English Learners. In fact, sometimes these students do not engage with the lesson. Kagan instructional design promotes whole class engagement, leaving little room for non-participation.

Observing a teacher using Kagan strategies in their classroom might look like this: *Direct Instruction*. Teachers provide direct instruction to introduce the topic. First, the teacher connects to students' prior knowledge to activate learning. Perhaps the teacher leads a discussion about the lesson from the prior day. The teacher may ask a couple of students to share ideas or allow a two-minute, pair-share on the topic to engage students. Then, the teacher formally introduces the lesson through direct instruction. Next the teacher will choose a Kagan structure that encourages student engagement and cooperation.

*If the teacher selects RallyCoach*: an observer will see students work in pairs with each taking turns to answer a set of questions. Working in pairs, as opposed to whole-class, can lower anxiety for students. Thus, students are more likely to engage in the material. The questions that the teacher will use are tailored to the specific content of a lesson. For example, if the class is working on a science lesson, the questions may relate to the various steps of the scientific process. RallyCoach in this example promotes inquiry and critical thinking amongst students.

*If the teacher selects MatchMine*: an observer will see students in pairs with a barrier placed in front of them. One partner, "the sender" places items in a particular order on their side of the barrier. The other student, "the receiver" listens only to verbal instructions from the "sender" and begins to place their items in the exact same order/place. MatchMine is particularly useful for primary grades and ELs, as vocabulary is foundational skill in language.

Kagan strategies seek to engage all students at once so participation is maximized. Moreover, it places attention on each individual group with just an audience of two, rather than having an entire class listen to one person answer a question, potentially leaving less vocal students feeling left out. Furthermore, language development, specifically listening and speaking skills, is supported and enhanced.

***Targeted Re-teaching***: this instructional method will be used when a student or group of students is struggling with a particular skill or concept. In such cases, the teacher will target these students through re-teaching the skill or concept. Instruction can be immediate, intermittent, a brief mini-lesson or a longer set of lessons to support the learner. Our small classrooms allows for re-teaching such as this by offering one-on-one support when a student is struggling.



**16. HOW THE SCHOOL'S INSTRUCTIONAL METHODOLOGIES AND CURRICULUM WILL ENSURE STUDENT MASTERY OF THE CALIFORNIA CCSS AND OTHER STATE CONTENT STANDARDS**

As noted in previous sections of this petition, all curriculum and curricular resources will be aligned to the CCSS and NGSS. Beginning with the standards, teachers will work in collaborative teams to develop lesson plans through Backwards design. Teachers will collaborate around a variety of instructional methodologies so that all students experience learning in a way that is tailored to their unique learning needs. Targeted interventions including re-teaching and small group instruction will support students to achieve mastery of the content standards.

**17. How The Instructional Program Will Support Student Development Of Technology-Related Skills And Student Use Of Technology**

To prepare our students to for college and 21<sup>st</sup> century careers technology is critical. As such, students will have access to laptops/tablets at each grade level. Students will use these devices to support their learning in the core content areas. For example, students will use online curricula to supplement their learning in mathematics and reading language arts. Students in primary grades will learn basic keyboarding and typing skills while students in upper grades will use such devices for research, reports and projects. Regular online assessments in the various content areas will support student understanding of online assessment in preparation for state testing. Furthermore, regular use of technology will strengthen students', technological skills in keyboarding, research, use of Word, Powerpoint, Excel and other computer programs and better prepare them to be college and career ready.

**ACADEMIC CALENDAR AND SCHEDULES**

**18. ACADEMIC CALENDAR**

The Crete school year includes 189 days of instruction and runs from mid-August to mid-June. The Charter School day begins at 8:00 a.m. and ends at 3:15 p.m. To begin planning for the year, teachers participate in five days of intensive professional development, two to three weeks prior to Charter School opening. Teachers will also participate in ongoing weekly professional development.

# Crete Academy

## 2017-2018 Academic Calendar

|   |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |  |  |  |  |
|---|--|--|--|--|--|--|---|--|--|--|--|--|--|--|--|--|--|--|--|--|
| <b>August 2017</b><br>S M T W Th F S<br>6 7 8 9 10 11 12<br>13 14 15 16 17 18 19<br>20 21 22 23 24 25 26<br>27 28 29 30 31  |  |  |  |  |  |  | <b>September 2017</b><br>S M T W Th F S<br>3 4 5 6 7 8 9<br>10 11 12 13 14 15 16<br>17 18 19 20 21 22 23<br>24 25 26 27 28 29 30      |  |  |  |  |  |  | <b>October 2017</b><br>S M T W Th F S<br>1 2 3 4 5 6 7<br>8 9 10 11 12 13 14<br>15 16 17 18 19 20 21<br>22 23 24 25 26 27 28             |  |  |  |  |  |  |
| <b>November 2017</b><br>S M T W Th F S<br>5 6 7 8 9 10 11<br>12 13 14 15 16 17 18<br>19 20 21 22 23 24 25<br>26 27 28 29 30 |  |  |  |  |  |  | <b>December 2017</b><br>S M T W Th F S<br>3 4 5 6 7 8 9<br>10 11 12 13 14 15 16<br>17 18 19 20 21 22 23<br>24 25 26 27 28 29 30<br>31 |  |  |  |  |  |  | <b>January 2018</b><br>S M T W Th F S<br>1 2 3 4 5 6 7<br>8 9 10 11 12 13 14<br>15 16 17 18 19 20 21<br>22 23 24 25 26 27 28<br>29 30 31 |  |  |  |  |  |  |
| <b>February 2018</b><br>S M T W Th F S<br>4 5 6 7 8 9 10<br>11 12 13 14 15 16 17<br>18 19 20 21 22 23 24<br>25 26 27 28     |  |  |  |  |  |  | <b>March 2018</b><br>S M T W Th F S<br>4 5 6 7 8 9 10<br>11 12 13 14 15 16 17<br>18 19 20 21 22 23 24<br>25 26 27 28 29 30 31         |  |  |  |  |  |  | <b>April 2018</b><br>S M T W Th F S<br>1 2 3 4 5 6 7<br>8 9 10 11 12 13 14<br>15 16 17 18 19 20 21<br>22 23 24 25 26 27 28<br>29 30      |  |  |  |  |  |  |
| <b>May 2018</b><br>S M T W Th F S<br>6 7 8 9 10 11 12<br>13 14 15 16 17 18 19<br>20 21 22 23 24 25 26<br>27 28 29 30 31     |  |  |  |  |  |  | <b>June 2018</b><br>S M T W Th F S<br>3 4 5 6 7 8 9<br>10 11 12 13 14 15 16<br>17 18 19 20 21 22 23<br>24 25 26 27 28 29 30           |  |  |  |  |  |  | <b>July 2018</b><br>S M T W Th F S<br>1 2 3 4 5 6 7<br>8 9 10 11 12 13 14<br>15 16 17 18 19 20 21<br>22 23 24 25 26 27 28<br>29 30 31    |  |  |  |  |  |  |

**Notes:**

|  |
|--|
| First Day of School: August 14th                   |
| Labor Day: September 4th                           |
| Veteran's Day: November 13th                       |
| Thanksgiving Break: November 20th to November 24th |
| Winter Break: December 18th to January 5th         |
| Martin Luther King Jr. Day: January 1st            |
| President's Day: February 19th                     |
| Assessments: March 12th to 16th                    |
| Spring Break: March 26th to 30th                   |
| Good Friday: April 13th                            |
| Memorial Day: May 28th                             |
| Last Day of School: June 15th                      |
| Shortened Days (Wednesdays)                        |

### 1. SAMPLE DAILY SCHEDULES

Sample regular and shortened daily schedules are provided to describe Crete's educational program. Schedules are varied by grade level to ensure the appropriate amount of time in each subject and variation within the day according to developmental levels and content standards.

#### TK/Kindergarten and First Grade Sample Schedule

| Time | Monday | Tuesday | Thursday | Friday |
|------|--------|---------|----------|--------|
|------|--------|---------|----------|--------|

|                            |  |
|----------------------------|--|
| 8:00-8:20 (20 minutes)     | Morning Routine/Crete Core Values  |
| 8:20-9:15 (55 minutes)     | English Language Arts/Math   |
| 9:20-9:35                  | Snack and Recess   |
| 9:40-10:35 (55 minutes)    | Math/English Language Arts   |
| 10:40-11:40 (60 minutes)   | Science/Social Studies and Wellness  |
| 11:45-12:15                | Lunch  |
| 12:20 – 12:40 (20 minutes) | Physical Education   |
| 12:45-1:00 (15 minutes)    | Silent Reading/Read Aloud  |
| 1:05-1:25 (20 minutes)     | Writing  |
| 1:30-2:30 (60 minutes)     | Enrichment Programs (Quarterly rotation between Music, Foreign Language, Performing Arts, and Visual Arts) |
| 2:35-3:15 (40 minutes)     | Study Hour: circle time, tutoring, small group instruction   |

| Time                     | Wednesday (Shortened Day)  |
|--------------------------|----------------------------|
| 8:00-8:30 (30 minutes)   | School-wide Assembly       |
| 8:30-9:35 (65 minutes)   | English Language Arts/Math |
| 9:40-9:55                | Snack                      |
| 10:00-11:05 (65 minutes) | Math/English Language Arts |
| 11:10-12:20              | Lunch                      |

|                              |  |
|------------------------------|--|
| 12:15-12:35<br>(20 minutes)  | Physical Education   |
| 12:40-1:1:10<br>(30 minutes) | Enrichment Programs (Quarterly rotation between Music, Foreign Language, Performing Arts, and Visual Arts) |
| 1:15-1:30 (15 minutes)       | Circle Time and End of Day Review  |
| 1:30-4:00                    | <i>Faculty Meeting and Professional Development</i>  |

Total Instructional Minutes: Monday, Tuesday, Thursday, Friday

English Language Arts- 220 minutes per week

Math- 220 minutes per week

Interdisciplinary (Science and Social Studies)- 300 minutes per week

Physical Education- 240 minutes per week

Music, Foreign Language, Performing Arts, and Visual Arts- 240 minutes per week

*345 minutes per day \* 149 regular school days= 51,405 minutes per year*

Total Instructional Minutes: Wednesday (Shortened Day)

English Language Arts- 65 minutes per week

Math- 65 minutes per week

Physical Education- 20 minutes per week

Music, Foreign Language, Performing Arts, and Visual Arts- 30 minutes per week

*225 minutes per day \* 42 shortened days= 9,450 minutes per year*

**Total Instruction time: 60,855 minutes per year**

Second and Third Grade Sample Schedule

| Time                     | Monday                              | Tuesday | Thursday | Friday |
|--------------------------|-------------------------------------|---------|----------|--------|
| 8:00-8:20 (20 minutes)   | Morning Routine/Crete Core Values   |         |          |        |
| 8:25-9:30 (65 minutes)   | English Language Arts/Math          |         |          |        |
| 9:35-9:50                | Snack                               |         |          |        |
| 9:55-10:40 (45 minutes)  | Writing Workshop                    |         |          |        |
| 10:45-11:40 (45 minutes) | Science/Social Studies and Wellness |         |          |        |

|                             |  |
|-----------------------------|--|
| 11:35-11:55<br>(20 minutes) | Physical Education   |
| 11:55-12:25                 | Lunch  |
| 12:30-1:35 (65 minutes)     | Math/English Language Arts   |
| 1:40-2:15 (35 minutes)      | Enrichment Programs (Rotation between Music, Foreign Language, Performing Arts, and Visual Arts) |
| 2:15-3:15 (60 minutes)      | Study Hour: circle time, tutoring, small group instruction                                       |

| Time                     | Wednesday (Shortened Day)  |
|--------------------------|--|
| 8:00-8:30 (30 minutes)   | School-wide Assembly   |
| 8:30-9:35 (65 minutes)   | English Language Arts/Math   |
| 9:35-9:50                | Snack  |
| 9:50-10:50 (60 minutes)  | Enrichment Programs (Rotation between Music, Foreign Language, Performing Arts, and Visual Arts) |
| 10:50-11:55 (65 minutes) | Math/English Language Arts   |
| 11:55-12:15 (20 minutes) | Physical Education   |
| 12:15-12:45              | Lunch and Recess   |
| 12:45-1:00 (15 minutes)  | End of Day Review  |
| 1:30-4:00                | <i>Faculty Meeting and Professional Development</i>  |

Total Instructional Minutes: Monday, Tuesday, Thursday, Friday

English Language Arts- 260 minutes per week

Math- 260 minutes per week

Interdisciplinary (Science and Social Studies)- 180 minutes per week

Physical Education- 80 minutes per week

Music, Foreign Language, Performing Arts, and Visual Arts- 140 minutes per week

*355 minutes per day \* 149 regular school days= 52,895*

Total Instructional Minutes: Wednesday

English Language Arts- 65 minutes per week

Math- 65 minutes per week

Physical Education- 20 minutes per week

Music, Foreign Language, Performing Arts, and Visual Arts- 55 minutes per week

*255 minutes per day \* 42 shortened days= 10,710 minutes per year*

**Total Instruction time: 63,605 minutes per year**

Fourth, Fifth, and Sixth Grade Sample Schedule

| Time                     | Monday   | Tuesday | Thursday | Friday |
|--------------------------|--|---------|----------|--------|
| 8:00-8:20 (20 minutes)   | Morning Routine/Crete Core Values  |         |          |        |
| 8:20-9:25 (65 minutes)   | English Language Arts/Math   |         |          |        |
| 9:25-9:50 (25 minutes)   | Enrichment Programs (Rotation between Music, Foreign Language, Performing Arts, and Visual Arts) |         |          |        |
| 9:50-10:00               | Snack  |         |          |        |
| 10:00-11:05 (65 minutes) | Math/English Language Arts   |         |          |        |
| 11:10-11:55 (45 minutes) | Writing Workshop   |         |          |        |
| 11:55-12:15 (20 minutes) | Physical Education   |         |          |        |
| 12:15-12:45              | Lunch  |         |          |        |
| 12:45-2:15 (75 minutes)  | Science/Social Studies and Wellness  |         |          |        |
| 2:15-3:15 (60 minutes)   | Study Hour: circle time, tutoring, small group instruction                                       |         |          |        |

| Time                     | Wednesday (Shortened Day)                           |
|--------------------------|---|
| 8:00-8:30 (30 minutes)   | School-wide Assembly                                |
| 8:30-9:40 (70 minutes)   | English Language Arts/Math                          |
| 9:40-10:00 (20 minutes)  | Physical Education                                  |
| 10:00-10:10              | Snack   |
| 10:10-11:00 (50 minutes) | Science/Social Studies and Wellness                 |
| 11:00-12:10 (70 minutes) | Math/English Language Arts                          |
| 12:15-12:45              | Lunch   |
| 12:45-1:00 (15 minutes)  | End of Day Review                                   |
| 1:30-4:00                | <i>Faculty Meeting and Professional Development</i> |

Total Instructional Minutes: Monday, Tuesday, Thursday, Friday

English Language Arts- 260 minutes per week

Math- 260 minutes per week

Interdisciplinary (Science and Social Studies)- 300 minutes per week

Physical Education- 80 minutes per week

Music, Foreign Language, Performing Arts, and Visual Arts- 100 minutes per week

*375 minutes per day \* 149 regular school days= 55,875 per minutes year*

Total Instructional Minutes: Wednesday

English Language Arts- 70 minutes per week

Math- 70 minutes per week

Physical Education- 20 minutes per week

Music, Foreign Language, Performing Arts, and Visual Arts- 0 minutes per week

*255 minutes per day \* 42 shortened days= 10,710 minutes per year*

**Total Instruction time: 66,585 minutes per year**

Classes begin each day with a Morning Routine in which the Crete Core Values are taught and discussed. Following Morning Routine, students participate in their first content block

of either English Language Arts or Math. This is where collaborative teaching comes into action. Students will work with one teacher on English Language Arts content, to support mastery and another teacher for mastery in Math content. The teachers will rotate between the two classes, teaching one subject during one block and another subject during the second block.

In addition to the core content areas, Crete students will participate in regular physical activity throughout the day. This includes, recess, play time following lunch and organized Physical Education (PE). PE education is 20 minutes long and a part of the instructional day. Students will also rotate, quarterly through enrichment activities including: Nutrition and Horticulture, Music, Dance, Performing and Visual Arts and Foreign Language. During wellness instruction students will receive instruction and participate in activities around healthy eating, nutrition, health and exercise.

An extended school year and school day supports students with mastery of the core content areas, while providing opportunities for them to participate in enriching activities throughout the school day.

## **2. INSTRUCTIONAL DAY AND MINUTES**

**CRETE STUDENTS WILL EXCEED THE MINIMUM NUMBER OF INSTRUCTIONAL MINUTES REQUIRED FOR GRADES TK - 6.**



| Grades | Grades Offered | Number of Regular Days | Number of Instr. Minutes Per Regular Day | Number of Early Dismissal Days | Number of Instr. Minutes Per Early Dismissal Day | Number of Minimum Days | Number of Instr. Minutes Per Minimum Day | Number of [Other] Days | Number of Instr. Minutes Per [Other] Day | Total Number of Instr. Days | Minutes Req'd Per State Law | Total Number of Instr. Minutes | Number of Instr. Minutes Above/ Below State Req't. |
|--------|----------------|------------------------|--|--------------------------------|--|------------------------|--|------------------------|--|-----------------------------|-----------------------------|--------------------------------|--|
| TK/K   | Yes            | 189                    | 345                                      | 42                             | 225  | 0                      | 0  | 0                      | 0  | 189                         | 36000                       | 60,855                         | 24,855   |
| 1      | Yes            | 189                    | 345                                      | 42                             | 225  | 0                      | 0  | 0                      | 0  | 189                         | 50400                       | 60,855                         | 10,455   |
| 2      | Yes            | 189                    | 355                                      | 42                             | 255  | 0                      | 0  | 0                      | 0  | 189                         | 50400                       | 63,605                         | 13,205   |
| 3      | Yes            | 189                    | 355                                      | 42                             | 255  | 0                      | 0  | 0                      | 0  | 189                         | 50400                       | 63,605                         | 13,205   |
| 4      | Yes            | 189                    | 375                                      | 42                             | 255  | 0                      | 0  | 0                      | 0  | 189                         | 54000                       | 66,585                         | 12,585   |
| 5      | Yes            | 189                    | 375                                      | 42                             | 255  | 0                      | 0  | 0                      | 0  | 189                         | 54000                       | 66,585                         | 12,585   |
| 6      | Yes            | 189                    | 375                                      | 42                             | 255  | 0                      | 0  | 0                      | 0  | 189                         | 54000                       | 66,585                         | 12,585   |
| 7      | Select Y/N     |                        |  |                                |  |                        |  |                        |  | 0                           | 0                           | 0                              | 0  |
| 8      | Select Y/N     |                        |  |                                |  |                        |  |                        |  | 0                           | 0                           | 0                              | 0  |
| 9      | Select Y/N     |                        |  |                                |  |                        |  |                        |  | 0                           | 0                           | 0                              | 0  |
| 10     | Select Y/N     |                        |  |                                |  |                        |  |                        |  | 0                           | 0                           | 0                              | 0  |
| 11     | Select Y/N     |                        |  |                                |  |                        |  |                        |  | 0                           | 0                           | 0                              | 0  |
| 12     | Select Y/N     |                        |  |                                |  |                        |  |                        |  | 0                           | 0                           | 0                              | 0  |

## Professional Development

### 3. TEACHER RECRUITMENT

Crete has already begun recruiting teachers by discussing with organizations and individuals in our network. This includes the USC Rossier School of Education, the UCLA School of Education, Pepperdine School of Public Policy, California State University Los Angeles Charter School of Education, California Charter Schools Association, the Los Angeles Unified School District, Teach for America, among others. In addition to the above named organizations from which Crete will recruit, Crete will also attend Career Days at universities and post to websites such as EdJoin and other educational recruitment websites to bring teachers on. Recruitment will continue until all positions are filled and at least two substitute teachers have been identified.

The Crete leadership team will seek to recruit teachers who have specific qualities that will support the implementation of the Crete model. Specifically, Crete teachers must be qualified, both through their teacher-training program and experience to teach. In addition to teaching, the Crete model incorporates critical thinking and reasoning skill development and mindfulness strategies, as well as a inclusion special education instructional model. The Crete model is robust in its offerings and therefore, requires a teacher who is willing to

take on additional responsibilities and support students with academic and socioemotional development.

## **PROFESSIONAL DEVELOPMENT**

At Crete, leaders, students and families will share a set of core beliefs about our teachers that will guide our communication and interaction with and support for our teachers.

### **What Crete Believes About Teachers:**

- All teachers deserve the highest respect for the important role they play in students' lives
- All teachers should be supported through ongoing, high-quality, and research-based professional development
- All teachers should be paired with an instructional coach who will serve as their mentor, conducting observations, providing feedback and challenging them to constantly reflect upon and improve their instruction
- All teachers are highly-qualified and passionate about good instruction and student achievement
- All teachers emulate best-practices in instruction and teach students how to monitor their own learning

### **How Crete Will Develop Strong Teachers**

In order to accomplish its goals, Crete will recruit teachers from local and national organizations with a proven track record for success. Crete will partner with organizations including Teach for America, UCLA School of Education to recruit teachers and school leaders who are mission-driven and dedicated to the success of every student. As Crete recruits and hires teachers we are looking for individuals with a passion for serving our most vulnerable students and those who are willing to go the extra mile for our students and our school.

### **Teacher Professional Development**

**Summer Professional Development.** Teachers will undergo professional development training in the summer prior to the beginning of each school year. Summer professional development will include a three-week session each year that focuses on the following:

1. Developing the Crete school culture and a mission-driven staff

2. Gaining an understanding of how to use the curriculum and curricular resources at Crete
3. Understanding how to engage and support all learners including: differentiating instruction, motivating students and collaborating across curricular content

**Yearlong Professional Development.** In addition to a full week of summer professional development, teachers will participate in weekly collaborative meetings and trainings. Weekly professional development will take place on Wednesdays between 1:30 pm and 4:00 pm when students are dismissed early.

The structure of weekly professional development will include the following:

|                               |  |
|-------------------------------|--|
| Key Topic/Strategy or Focus   | Each week teachers will focus on a key learning topic/strategy or content area in which to build greater knowledge and understanding   |
| Training and Practice         | The Principal or Consultant will provide training in the key topic/strategy and model effective implementation   |
| Collaborative Planning        | Teachers will meet in grade level groups to discuss how to implement the new strategy/topic into their lessons. At this time, teachers will use Backwards design to plan units with an integration of the new topic/content. |
| Connections Across Curriculum | Teachers will embed the Crete Core Values, leadership principles and make connections with in the lesson across content areas, where appropriate.  |

The specific professional development topics at Crete are:

#### **Curriculum Trainings:**

- Reach for Reading
- GoMath!
- FOSS
- Writing Workshop
- Iron Box
- ThinkLaw for Critical Thinking Development
- National Geographic: Canticiones y Cuentos for Dual Language Learners
- Minds Up Curriculum – for practicing mindfulness

#### **Instructional Methods and Strategies Trainings**

- UIS Model
- Inclusion Model
- Kagan Strategies
- RTI

- Diversity and Cultural Sensitivity Training

### **Additional Trainings, Resources and/or Consultants**

- Trainings with LA's Promise on Promise Parent Curriculum
- Training in Screening for Mental Health resources
- Workshops and collaborative trainings with Synergy Academies
- Special Education Consultants
- Critical Thinking skill development: ThinkLaw Consultants
- Incorporating Technology in the Classroom
- Diversity and Cultural Sensitivity Training

***Mentor Teachers.*** All new teachers, those with 2 or less years will be assigned a mentor teacher or instructional coach at the beginning of the year. As much as possible, veteran Crete teachers will be paired with new teachers. Mentor teachers are selected based on teaching experience, leadership potential, and personal track record with students. Teacher leaders will support new teachers through observation and feedback, instructional coaching and mentoring. Whether a new or veteran teacher, the Crete Principal will provide instructional coaching and support for all Crete teachers throughout the year.

***Ongoing Professional Development.*** Twice a month, students will have a shortened day so that teachers can engage in professional development and training type activities. Crete teacher trainings will include: workshops, conferences, grade-level collaborative meetings, coaching, and team-building activities around the curriculum and instructional methods and strategies listed above.

***Teacher Collaboration.*** All teachers and staff working with the same students will work collaboratively to meet the academic and social/emotional needs of every student. Subject Specialists will meet according to their grade level and collaborate with other teachers of the same grade level. Teachers will collaborate around incorporating literacy, reading and writing into every lesson, as well as higher order thinking.

***Professional Learning Communities:*** Teachers will spend the first and third PD day on instructional planning in Professional Learning Communities (PLCs). During PLC meetings teachers will collaborate around instructional best practices and ideas for student achievement. Teachers will engage in discussions around research and instructional strategies for students and share what is working as well as seek support from other teachers.

***Data Driven Decision Making:*** Teachers and school administrators will meet weekly to review data and make decisions around instruction.

***Individualized Student Planning:*** As issues with students arise, and specific needs become apparent, special collaborative meetings with teachers and other staff at Crete will be called. Moreover, the Crete staff will develop a specific plan, a contingency plan and a

process for following up on the student's progress. Meetings will continue as needed, and interventions and supports will be incorporated as the student demonstrates a need.

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

The Crete educational model is built on the idea that learning best occurs when it is personalized to meet the need of all students. As such, Crete provides targeted supports and interventions for struggling students, ELs, students with special needs, Gifted and Talented students and other subgroups to ensure students do not fall behind. In addition to providing research-based methods, our Backwards design of lesson plans ensures students are provided instructional strategies that support mastery of the content standards. Finally, Crete's college preparatory program, Wellness Program and Core Values emphasizing character and leadership develop the "whole child"

Two key instructional methods we will use are Response to Intervention RTI for struggling students, and an inclusion model for students with special needs. For a detailed description of RTI and the Inclusion model refer to the section below.

## **ENGLISH LEARNERS**

The Charter School will implement the LAUSD English Learner Master Plan.

### **2. Educational Program for English Language Acquisition**

As noted in the "Instructional Design" section of this petition, Crete will use differentiated instructional strategies to support the learning of all students. English learners will benefit from this approach to teaching because they are given opportunities to interact with the content in a way meaningful to them, which we know from Mayer (2009) increases learning. Below is a more detailed description of our educational program for language acquisition with specific strategies for supporting ELs.

- 1) Literacy and Vocabulary Development
  - Teachers will work with students in small groups during ELA and the Study Hour to support students with reading, writing, speaking and vocabulary development
  - Classrooms will be filled with rich-text on the walls, through labeling of items, and student work
- 2) Small Group Instruction and Learning:
  - Students are grouped according to their ELD level
  - Students are provided the opportunity to work in small groups to construct meaning from various texts and develop their social skills
  - Teachers will develop lessons to support vocabulary development, listening, speaking, reading and writing skills
- 3) Metacognition and Self-regulation
  - In whole and small groups teachers will model metacognitive strategies and reflective processes

- Teachers will offer several opportunities for students to reflect on their own learning and to articulate their feelings and thoughts
- 4) Teacher Collaboration and Planning
- Teachers will collaborate weekly with their grade level partner and in subject matter groups around strategies for EL students
  - Specific strategies, including SDAIE and Kagan will be implemented throughout and across the curriculum to support ELD

Specific strategies, including Kagan instructional strategies, as described in the Instructional Methods and Strategies section of this petition, will further support ELD development. Kagan strategies incorporate aspects of Direct Instruction, peer collaboration and communication, language development and social skills.

**a. Process for Identifying ELs**

Upon enrollment at Crete, families will be asked to complete a Home language survey, which will indicate if students speak English as a second language. Students who are identified as speaking languages other than English will be tested using CELDT within 30 days, and annually each year afterward. Crete will notify parents of the school's responsibility to conduct CELDT testing and will inform parents of CELDT testing results within 30 calendar days following receipt of test results.☐

Students are monitored according to their progression through the identified CELDT levels described below:

1. ELD 1: Beginning: The student will respond in English using gestures, simple words and phrases to demonstrate understanding while working with familiar situations and texts.
2. ELD 2: Early Intermediate: The student will respond in English using expanded vocabulary in phrases and simple sentences to demonstrate understanding of story details and basic situations with increasing independence.
3. ELD 3: Intermediate: The student will respond in English using expanded vocabulary and descriptive words for social and academic purposes with increased complexity and independence but with some inconsistencies.
4. ELD 4: Early Advanced: The student will respond in English using complex vocabulary with greater accuracy; the student will also demonstrate detailed understanding of social and academic language and concepts with increased independence.
5. ELD 5: Advanced: The student is required to respond in English using extended vocabulary in social and academic discourse to negotiate meaning and apply knowledge across the content areas.

Students are provided the necessary instructional strategies and supports to progress through the ELD levels and it is Crete's goal to move students at least one ELD level per

year, although some may advance at a quicker pace.

Families will be informed of their rights upon being told of their student's ELD classification and level, and they will be encouraged to participate in the reclassification process.

### **3. How The Program Will Meet The New State ELD Standards And Use The Results Of The CELDT/ELPAC to Support and Accelerate Student Progress**

Crete's ELs program is based on the California ELD standards. Consequently, Crete will administer the CELDT to assess students ELD level and structure specific supports. Crete recognizes that by 2018 we will need to administer the English Language Proficiency Assessments for California (ELPAC) system, which is aligned to the 2012 revised CA ELD Standards. Therefore, we will gradually begin training and professional development for the new assessment and fully implement the ELPAC system by 2018.

Instruction for ELs will be in an environment of English Immersion with rich texts throughout the classroom and opportunities for students to read, write and speak in the English language. Students will be expected to advance at least 1 ELD level, or the equivalent ELPAC Proficiency Level Descriptor, annually as measured by the CELDT. Teachers will work collaborative with grade level partners and ELD consultants both on specialized small group instruction according to students' ELD levels and embedded strategies within the general lessons.

### **4. Services And Supports For English Learners, Including Instructional Strategies And Intervention**

Crete teachers will engage in regular professional development to support ELs with meeting the CA ELD standards. Professional development will include methods and strategies in SDAIE and Kagan, for supporting ELs across content areas. Teachers will work closely with ELD consultants to ensure they are meeting the needs of their EL students. In addition to ensuring teachers are equipped to support ELs the Crete school model allows for greater opportunity for our ELs to develop language. For example, the school schedule is carefully designed with a Study Hour that allows students to focus on each core content area and develop specific skills. Also, our inclusion model for students identified as having special needs, further supports ELs by providing small group instruction in specific content areas or skills throughout the day. Finally, through differentiated instruction, ELs have varied opportunities to listen and speak: one-on-one with teachers/TAs, one-on-one with peers and in small groups.

### **4. Process For Annual Evaluation Of The School's English Learner Program**

The Principal of Crete is responsible for all instructional programs, included the English Learner Program. Regular teacher observations will inform the Principal of progress with ELD instruction and performance. During weekly professional development, the Principal and teachers will review EL data and use their findings to inform their ELD instruction. An

annual review of the English Learner Program will take place each summer during summer professional development. Data reviews will include, disaggregating state assessment data, CELDT results and the number and rate at which students are both moving to the next ELD level and being reclassified.

If significant progress with the English Learner population has not been made in any given year, the Principal will conduct a thorough evaluation of the English Learner program. This process may include assessing the following program components: identification process of ELs, the core and supplemental curricular resources, instructional strategies, student CELDT scores and reclassification rates.

## **5. Process And Specific Criteria For Reclassification**

Crete will use a systematic process to monitor ELs' progress toward English proficiency. Teachers will assess student progress, both formally and informally, throughout the year using standards specified by each ELD level and performance in all other content areas. Teachers will compile student work samples and assessments to compile a portfolio. Student progress will be determined by evaluating ELD portfolios bi-monthly. In addition to ongoing progress monitoring of ELD progress, teachers will use the California Department of Education's (CDE) criteria to reclassify students.

### *Reclassification Criteria:*

- Student receives the following performance level on CELDT/ELPAC:
  - Overall performance level of Early Advanced or higher
  - Listening is Intermediate or higher
  - Speaking is Intermediate or higher
  - Reading is Intermediate or higher
  - Writing is Intermediate or higher
- Teacher Evaluation: Teacher conducts evaluation of the student's academic performance to determine if they shall be reclassified.
- Parent Opinion and Consultation: Notice will be provided to families of their rights, and they will be encouraged to participate in the reclassification process. Teachers will provide an opportunity for an in-person meeting with the families to discuss their child's progress toward English language proficiency.
- Comparison of Performance in Basic Skills : Student scores Basic, Proficient, or Advanced on CAASPP on the ELA/Literacy section of the test. Student is compared to students enrolled in the same grade as the student being considered for reclassification.

### **1. Process For Monitoring Progress Of English Learners And Reclassified (RFEP) Students**

Crete will use the Proficiency Level Descriptors (PLDs) outlined in the CA ELD standards to monitor the progress of students reclassified. In addition, teachers will use the three



proficiency levels: Emerging, Expanding and Bridging to help guide their instruction and support strategies. Ongoing monitoring of RFEP students will occur for two years following re-designation to ensure that they maintain English proficiency. Below is a description of the three Proficiency levels based on the CA ELD Standards:

- **Emerging:** Students at this level typically progress very quickly, learning to use English for immediate needs as well as beginning to understand and use academic vocabulary and other features of academic language.
- **Expanding:** Students at this level are challenged to increase their English skills in more contexts, and learn a greater variety of vocabulary and linguistic structures, applying their growing language skills in more sophisticated ways appropriate to their age and grade level.
- **Bridging:** Students at this level continue to learn and apply a range of high-level English language skills in a wide variety of contexts, including comprehension and production of highly technical texts. The “bridge” alluded to is the transition to full engagement in grade-level academic tasks and activities in a variety of content areas without the need for specialized ELD instruction. However, ELs at all levels of English language proficiency fully participate in grade level tasks in all content areas with varying degrees of scaffolding in order to develop both content knowledge and English.

Within the PLD there are three general levels of support: Substantial, Moderate, and Light. These determine the types of strategies and supports that teachers will provide students at their specific ELD level.

In addition, descriptors of abilities in three domains are monitored closely. The three stages are described below:

- **Overall Proficiency:** A general descriptor of ELs’ abilities at entry to, progress through, and exit from the level;
- **Early Stages:** Descriptors of abilities in English language that ELs have at the early stages of the level; and
- **Exit Stages:** Descriptors of abilities in English language students have at exit from the level.

Descriptors for early and exit stages of each proficiency level are detailed across three modes of communication and two dimensions of language knowledge.

### **Three Modes of Communication:**

- o Collaborative (engagement in dialogue with others)
- o Interpretive (comprehension and analysis of written and spoken texts)
- o Productive (creation of oral presentations and written texts)

## **Two dimensions of Knowledge of Language:**

- **Metalinguistic Awareness:** The extent of language awareness and self-monitoring students have at the level
- **Accuracy of Production:** The extent of accuracy in production ELs can be expected to exhibit at the level; English learners increase in accuracy of linguistic production as they develop proficiency in English. Accuracy may vary within a level depending on context, such as extent of cognitive demand or familiarity of a task

EL students will continue to be monitored using the CELDT/ELPAC until they can demonstrate that they can effectively communicate within the mainstream classroom and achieved reclassification status. The Principal, who will serve as the CELDT testing coordinator, will meet with teachers during weekly professional development to discuss the student progress in meeting the CA ELD standards. The Principal (testing coordinator) will continue to monitor students who are re-designated as RFEP for a period of two years to ensure that they are able to maintain English proficiency. CELDT/ELPAC testing will not be required during the monitoring period.

## **6. Process for monitoring progress and supports for Long Term English Learners (LTELs)**

Crete will use the CELDT/ELPAC test to continually assess individual student's English language development. Supports for language development, including those listed in this petition, will be evaluated annually. Crete teachers and staff will review the achievement of English learners annually to see how they performed with respect to the goals established for LTELs at the start of the year. Individual student progress will also be evaluated, as well as the supports being implemented for those students. Teachers and staff will discuss the implementation of new supports to address achievement gaps that exist. Crete teachers and staff will also engage in ongoing evaluation of the Crete LTEL program.

## **4. GIFTED AND TALENTED STUDENTS AND STUDENTS ACHIEVING ABOVE GRADE LEVEL**

We know from John Hattie's research that being identified as Gifted and Talented, especially skipping a grade, has a high impact on student academic achievement.<sup>39</sup> Unfortunately, research shows that students of color are under represented in Gifted and Talented education.<sup>40</sup> In response to the data that students of color are under identified as Gifted and Talented, all Crete students will be assessed for Gifted and Talented, by qualified personnel. Instead of relying on teacher recommendation, which may occur at various times during the school year, we will screen our students at the beginning of the year, to ensure that any student with special abilities is identified.

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<sup>39</sup> Hattie, 2012

<sup>40</sup> <http://capitalnews.vcu.edu/2013/05/10/blacks-hispanics-underrepresented-in-gifted-programs/>

Families of students who are identified as Gifted and Talented will participate in an initial meeting to review the student's assessment results. The identified student's teacher will discuss specific strategies and modifications to the regular curriculum that they will make for the student. Teachers will also recommend activities that can be done at home to build upon the regular curriculum. Ongoing progress monitoring of the student's performance will continue throughout the year and conferences will be scheduled as needed, to keep the families engaged in their child's gifted learning.

Students identified as Gifted will use the Stanford Education Program for Gifted Youth Once identified, an online supplemental curriculum for gifted students during Study Hour. In addition, these students will be given alternate assignments, additional classwork and schoolwork to support their development during the Study Hour.

For students not identified as Gifted and Talented, but who are performing above grade level in any subject, instruction and assignments will be modified with appropriate levels of difficulty to provide personalized academic rigor. Teachers will also provide identified students with advanced activities during the regular school day. Such activities may include: additional assignments, advanced worksheets and projects, adjusted to the student's developmental level.

## **5. STUDENTS ACHIEVING BELOW GRADE LEVEL**

Crete's personalized learning experience for each student supports students at their developmental level and according to their specific learning needs. This model is uniquely designed to support the needs of students achieving below grade level. This is achieved by allowing teachers to work in collaborative groups each week to discuss best practices and cohesion across the curriculum. At the weekly professional development sessions, teachers are also analyzing whole school data, classroom and subgroup data to identify areas where students need extra support. Finally, teachers work together with the Principal and one another to develop lessons, using Backwards design, that support mastery of the state content standards. The school day, with an additional hour of instructional time, is designed to allow for differentiated learning and personalized support.

In addition, our teachers receive extensive training on effective intervention strategies for students. Teachers participate in regular data reviews of student work to identify students performing below grade level. During weekly, professional development, teachers will work with their grade level partner to assess, plan and design lesson plans with carefully selected intervention strategies designed to support learning needs of students achieving below grade level.

Teachers will use the following indicators to determine that a student is performing below grade level:

1. A grade of C- or below in one or more core content areas (ELA, math, science and social studies)

## 2. Any score less than “meeting the standard” on the CAASPP

Teachers will notify families of their child’s performance level upon determining it is below the grade level standard in any given core content area. A conference call or in-person meeting will follow the initial communication. At the student/family conference, the teacher will outline specific supports and strategies that they are implementing to support the student. Teachers will also make recommendations for strategies and activities that can be implemented at home to further support the student. At this time, if the teacher believes that the student may be retained, they will notify the family.

***Instructional Model.*** Students who are achieving below grade level have the benefit of teachers who are Subject Matter Specialists and thus, target their intervention strategies according to supporting student mastery of the content standards. The extended school year and day allows for more instructional learning time. During the Study Hour, students will engage in supplemental curricula like ThinkLaw and Waterford and online learning, which supports further development of technological skills. In addition to more learning time, the Study Hour is designed specifically to support students at their personal learning level through one-one-one instruction, small group work, peer collaboration and guided practice.

## 6. SOCIO-ECONOMICALLY DISADVANTAGED/LOW-INCOME STUDENTS

The Crete educational program takes into account the barriers students from low SES face. As such, teachers will identify, assess and address the needs of low SES students and respond with targeted support strategies. Students will be identified using Free and Reduced Priced Meal eligibility (school lunch form) information. Upon enrollment, families will be asked to complete a school lunch form in which we will use the information from the form to identify students who are socio-economically disadvantaged or low-income.

Through our regularly scheduled professional development, teachers will receive training on diversity and cultural sensitivity. The goal of diversity and cultural sensitivity training is to help teachers better understand their students so they can recommend specific supports. Supports may include: access to free meals, food pantry, school garden and the Wellness Program (which includes medical, dental, mental health and nutrition services). Regular progress monitoring of this subgroups’ data will occur both annually during summer professional development and during weekly professional development. The Principal and teachers will identify specific students in this subgroup for which targeted interventions and support are needed. In addition, the Program Director will collaborate with teachers to coordinate services.

In addition to offering all students a personalized learning experience, Crete offers students enriching activities in the areas of visual and performing arts, music, horticulture and foreign language. These enrichment activities are designed to expose children to many different learning opportunities. Furthermore, the Wellness Program, Crete Core Values and leadership development support “whole child” success.

## **How Crete will identify and meet the needs of students with disabilities, including how, where and by whom services, supports will be provided?**

During enrollment, families will be asked to indicate whether their child has an Individualized Education Program (IEP). In addition, upon enrollment students with disabilities and those with 504 Plans will receive the appropriate services. At Crete, we serve our students with disabilities in the general education classroom through an inclusion model. In addition to a structure that supports students with disabilities, we will contract with agencies/consultants that are certified through the California Department of Education to provide Designated Instruction and Services (DIS). Beginning in Year 2, Crete will have a full time Special Education Coordinator to facilitate and support all services for this subgroup of students.

### **Inclusion Model**

Crete uses an inclusion model to serve students with special needs in the least restrictive environment. Inclusion models allow for the strategies used to engage the student with special needs to also be used to support students struggling with the same content or skill set. In an inclusion model, the teacher may use Tier One strategies with the group, including stating the objective, giving direct instructions of what he or she wants the students to do, using non-linguistic representations and then provides feedback to the group as they are working in pairs. Meanwhile, the Gifted Student is working one-on-one with his or her peers to help them complete the task. Both the teacher and Gifted Student are providing scaffolding and supporting student learning according to students' developmental level. The inclusion model supports other students who need support with specific content areas or skills, in addition to meeting the specific needs of the student with disabilities. We also find tremendous value in the inclusion model because it truly supports student learning in the least restrictive environment. Students will receive the appropriate supports and services as outlined in their IEPs.

Both district and charter general education and special education teachers support the inclusion strategy. In conversations with LAUSD teachers, Synergy teachers and students with special needs the inclusion model does the following:

- 1. Lessens the special education stigma*
- 2. Has benefits other students in the class who may not have an IEP*
- 3. Increases collaboration between the general education and special education teacher*
- 4. Cuts down on lost instructional time by bringing the supports to the student.*

### **How the school will monitor the progress of students in this subgroup?**

Students in this subgroup will be monitored through teacher observation, formative and summative assessments. Student-specific goals will be set and the teacher will use assessment data and observation to monitor student progress against their goals. Teachers

will adhere to all modifications and accommodations, as described in the IEP and make adjustments to support strategies as needed. The Special Education Coordinator (consultant) will provide progress reports on IEP goals during the time that all grade level report cards are produced.

## **7. STUDENTS IN OTHER SUBGROUPS**

### **Students in Foster Care**

The Crete model is particularly supportive to students such as those in foster care because of our focus on wrap around services, in addition to the instructional program. Students will have access to loving, caring adults who believe in and will support their potential. Through our Wellness Program, foster students will have access to support services that will focus on medical, dental, mental health and emotional well being. Students in foster care may require special mental health services because of issues in their home life. Crete will ensure that these students are provided the necessary supports. Additionally, differentiated instructional strategies will be employed by teachers to enhance learning with this subgroup. Finally, all students at Crete will engage in a college prep curriculum, enrichment activities and character development<sup>41</sup>.

Students at the Charter School will participate in daily discussion with their teachers and classmates about college. Fieldtrips to local colleges to participate in campus activities are a regular part of the academic program at Crete. Students are taught explicitly and implicitly through instruction skills necessary for success in college such as metacognitive strategies and critical thinking and problem solving skills.

### **Students Experiencing Homelessness**

As noted above, there are thousands of children who experience homelessness throughout the school year in our target neighborhood. Consequently, we will attract students living in poverty or experiencing homelessness because of our target neighborhood and specific outreach to this population. By educational design, the Crete model will provide support of students' basic needs, through referrals to external service providers. Students experiencing homelessness will be offered many supports both on and off campus to mitigate the effects of homelessness. In addition to supporting students, Crete will support the family needs, especially in situations where they are homeless. Our Program Director will identify an organization or shelter and ensure that temporary residency is secured. Ongoing support for families may include: high education attainment, job training and other professional services. Like all Crete students, students who are homeless these will participate in a college prep program, enrichment activities and character development.

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<sup>41</sup> Charter authorization is for K-12 and the extracurricular and after school provisions serve as supplemental information.

## **A TYPICAL DAY**

### **8. DESCRIPTION OF A TYPICAL DAY**

A typical day at Crete begins with the doors opening at 7:30 am. Parents begin dropping their students off at this time and are welcomed by the Principal in the parking lot. The Principal is smiling, waving or shaking hands with parents and students as they approach the school. Teachers are in their classrooms waiting getting ready for the day. Students play on the playground or eat breakfast before the start of school at 8:00 am. At 7:45 students and the Principal meet at a designated area for their morning routine. This is a quick time when the Principal builds relationships with the teachers and sets the tone for the day. This time is critical and occurs each and every day before school starts. At 8:00 am, the students line up outside their classrooms to begin their day.

As students walk through the doors at Crete, every adult has a smile on their face. Students are greeted with a smile, a handshake or high five and a morning greeting. Students walk quietly into their classrooms and settle in to wait for direction from their teacher. Morning Routine begins promptly at 8:00 am and then the first subject block follows.

Once the school day begins at 8:00 am, students are seated at their desks/tables and teachers begin their morning routine. A visitor walking through the different classrooms at Crete, might observe students working on ELA or math. Some classes might be receiving direct instruction, others might be working in pairs or small groups, but in every class they would see students engaged in their learning. Engagement is measured by student-teacher eye-contact, peer discussions and conversations, observing students thinking and level of interaction throughout the class. The visitor would also see teachers walking throughout the class observing, monitoring and taking anecdotal notes on student progress. Scaffolding, differentiated instruction including direct, re-teach and small group instruction are occurring. Teachers are constantly modifying instruction, even on the spot and their activities and their supports depending on students' responsiveness to the content.

Because Crete uses an inclusion model for students with special needs, some students are working one-on-one with coaches and special education instructors. These students are working in their classroom with their class, although they may be working on a different assignment that is more appropriate to their individual needs.

Once the first subject block concludes, students have time for recess and morning snack. At this time, teachers are also taking a short break before getting their classrooms ready for the next subject and transition to the next group of students. Although we have Subject Matter Specialists, they will all be appropriately credentialed for elementary school students.

Once the next content block begins, the same types of instructional strategies and student engagement can be observed. The lesson begins and students work according to the direction of the teacher.

Students have a lunch break when they fuel their bodies with nutritious means. Crete school lunches adhere to all federal public school lunch guidelines. Students eat their lunch, clean up their lunch area and play on the playground. Once lunch is over and it is time to line up, students line up quietly, grab their lunches and wait for direction from their teachers. Teachers meet students out on the playground and class-by-class take them inside.

Next, teachers walk students into the classroom where the entire class will engage in 20-30 minutes (depending on grade level) of silent reading. For primary grades this could mean the teacher chooses a book for a Read Aloud, or students are looking at pictures in books, quietly. Silent Reading could be independent, partner reading, ELD leveled groups or one-on-one with the teacher or TA.

At the conclusion of Silent Reading: students participate in enrichment activities including: nutrition and horticulture, Visual and Performing Arts, music and foreign language. Students will rotate through enrichment activities quarterly so they participate in all enrichment activities throughout the year.

Students then move on to structured PE for 20 minutes. A physical education teacher or sports coach leads PE and students rotate through the following sports throughout the year: soccer, baseball, basketball and track.

After all subjects are complete, students enter the final Study Hour. During this time, teachers are working with small groups of students, one-on-one with students or students are working in pairs. Other instructional staff including sped and EL instructors Based on the specific needs of the each student and what students are learning, the teacher will assign or instruct students in the core areas and other critical skills like reading, writing and math. Students will also further develop their skills in the core content areas through the use of supplemental curricula. Many students at this time are receiving much needed one-on-one support in specific content areas or with specific concepts.

At the end of the school day, teachers help students pack up their work, review assignments that are due and send students off home or to after school enrichment. During afterschool enrichment students enter an hour of homework time. At this time, students work with afterschool staff on their homework assignments. If a student finishes their homework before the homework hour is complete, they work on something quiet like reading or another quiet activity.<sup>42</sup>

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<sup>42</sup> Charter authorization is for K-12 and the extracurricular and after school provisions serve as supplemental information.



The second half of afterschool is for enrichment. Students can choose to do art and music or sports. Afterschool staff instructs the afterschool classes according to what students choose and engage students in fun activities. A visitor of the school would observe, students actively listening and following instruction, but also relaxed and having a good time. When parents arrive at the end of enrichment, happy, energetic staff greets them. Students gather their items and head home. This continues until all students have left school. Once all students are gone, staff clean up and also go home. The schedule is then repeated tomorrow.

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

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

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

### **MEASURABLE GOALS OF THE EDUCATIONAL PROGRAM**

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

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

### **STANDARDIZED TESTING**

Charter School agrees to comply with and adhere to state requirements for participation and administration of all state-mandated tests, including computer-based assessments. Charter School shall submit and maintain up-to-date and accurate 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.

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

*Refer to the LCFF State Priorities table for specific benchmark goals.*

## **1. FORMAL ASSESSMENTS**

Before the start of the school year, Crete teachers will conduct a diagnostic assessment for each student using grade-appropriate standardized assessment tools. For English language arts, we will use Reach for Reading, published assessments. Results from these assessments will give teachers an indication of their students' level of mastery. Teachers will also use this information to inform ongoing lesson plan development and individual student supports. Assessments are administered to students at all grade levels in order to evaluate their reading ability before, or at the start of the school year. Students who enroll in the school after the year has begun, will also be administered an assessment. A second administration of assessments will occur near the end of the school. Beginning, interim and end-of-year assessments will document growth in reading over time.

In addition to administering formal assessments, teachers will create both formative and summative assessments to track student progress between formal diagnostics. These results will be used to set whole class and individual benchmarks. The Principal will provide support to teachers for the creation, administration and review of all assessments.

## **2. PUBLISHED CURRICULUM ASSESSMENTS**

At Crete, teachers use a variety of publisher-provided assessments to measure student progress against content standards. Both publisher and teacher created assessments will be used to assess student progress. Assessments will occur at the beginning of a new chapter or subject, weekly, monthly and annually –depending on the publisher recommended use and teacher discretion.

### ***Full Option Science System (FOSS) Assessments***

The integrated assessment component that is contained within the Full Option Science System (FOSS) is used to monitor and assess student progress in science. These assessments measure content knowledge, scientific investigations, and the ability to generate scientific explanations. FOSS assessments vary across grade levels and include informal teacher observation and questioning, formative assessments and response sheets, and performance assessment tasks. End-of-module assessments and portfolios of accumulated work serve as summative assessments.

### ***Reach for Reading (Assessments)***

***Reach for Reading offers frequent and varied assessments to inform instruction:***

- Weekly tests
- Oral reading assessments
- Reading strategy assessments
- Rubrics and answer keys
- Test-taking strategies
- ExamView ® CD-ROM

### ***Additional Teacher Assessment Resources:***

- Question banks of all tests with editing capabilities
- Test Wizard to create your own tests
- Print tests and answer sheets

#### ***GoMath (K-6) Assessments:***

- Diagnostic assessment of prerequisite skills at the beginning of every chapter
- Student responses to leveled items provide formative assessment for teachers to support learning gaps immediately before teaching new concepts.
- Share and Show is featured in every lesson, so formative assessment is ongoing and easy to manage.
- Personal Math Trainer provides instruction adapted to each student's needs, and provides teachers further data on student growth and gaps.

### **3. Teacher-Created BENCHMARK ASSESSMENTS**

To enhance the assessment data provided by the beginning and end-of-year assessments, teachers will develop internally created standards-based assessments in all core subject areas and at all grade levels to ensure that students are meeting content standards. Teachers will develop these collaboratively during weekly professional development. Data from these assessments, will allow teachers to make necessary curricular and instructional changes immediately to ensure mastery of the content standards.

### **4. STANDARDIZED TESTING**

The Principal, who is also the test coordinator, will coordinate all aspects of state mandated testing. The Principal will be trained in policies pertaining to test scheduling and administration. As part of the test coordinator responsibilities, the Principal will oversee the distribution and collection of standardized tests and ensure that all state testing is conducted in accordance with state testing guidelines. The Principal will also monitor administration of standardized tests to ensure compliance with appropriate policies and timelines.

In addition, and as noted in Element 1, we will administer the California English Language Development Test (CELDT) with a transition to the English Language Proficiency Assessment for California (ELPAC) in accordance with state and federal laws requiring California public schools to administer a state test each year to every student who has been identified as an English Learner. Also stated in Element 1, Crete will ask families to complete a *Home Language Survey* upon enrolling at the school. Students who indicate any language other than English as their primary language will be tested using CELDT/ELPAC. Testing will occur within 60 days of enrollment for students enrolling at the beginning of the year and within 30 days of enrollment for students who enroll mid-year.

Targeted supports such as SDAIE and Kagan strategies will be provided to students based on their CELDT test results and indicated ELD level. These include vocabulary

development, reading and writing support and instruction in the using SDAIE and Kagan strategies. Ongoing progress monitoring will occur until the student has been reclassified and can effectively communicate in a mainstreamed classroom. Students who are reclassified will be monitored for two years following their reclassification. The CELDT/ELPAC is one assessment we use to determine when a student is re-designated from EL to Fluent English Proficient.

### **Informal Assessments**

In addition to publisher provided assessments, teacher-created assessments and state assessments, teachers will use informal assessments to gauge student academic achievement and progress towards mastery of the content standards. Informal Assessments could be any of the following:

1. Conversations with students and families
2. Anecdotal notes and observations
3. Discussions at weekly professional development
4. Questioning and Feedback of students

The Principal will also review other school data and administer surveys to gauge student and family satisfaction with the program. Data may include: attendance, discipline and Wellness Program indicators (including: Parent Satisfaction Surveys, reviews of student files and progress monitoring. Information from these reviews will support ongoing program and instructional improvement, as well as provide families the opportunity to make suggestions about improving the school's policies, practices and program. Each year, survey data from parents, students and teachers will inform the Principal and Board of Directors of the specific needs of our stakeholders. Data gathered through informal survey administration will be reviewed by the Principal and presented to the Board and teachers to ensure accountability for the school's continual growth.

Crete will use the following informal assessments to gauge school culture and climate:

- School records of attendance and discipline, Wellness Program Data
- Stakeholder surveys (parents, students, teachers/staff) to evaluate curriculum, instructional practices, parent/student policies and procedures, school culture, and/or school-wide performance.

### **Data Analysis and Reporting**

Crete will use a Student Information System (SIS) to analyze student performance. To ensure that students are meeting state content standards, the Principal will oversee the data collection and analysis of student performance data. During summer professional development and weekly professional development, the Principal will highlight student assessment scores and progress. Various stakeholders, including teachers, parents and the Crete Board will participate in discussions about student performance data. The Principal will take recommendations from these discussions into consideration when setting annual

goals, making personnel decisions and planning professional development and instructional design.

Teachers will use data in the SIS system as they collaborate around unit and lesson design. Teachers will also use student data to drive the selection of instructional strategies and supplemental curricular resources. Teachers will also meet one-on-one to analyze classroom level data with the Principal during the weekly professional development. At this time, they will discuss progress of specific subgroups including: Homeless and Foster Youth, underachieving students, Gifted and Talented, EL, socioeconomically disadvantaged and special education. These ongoing analyses will guide future instruction and targeted student supports.

Parents will participate in data analysis at several points during the year. During Annual LCAP planning, Parent/Teacher Conferences and SSC meetings, parents will be asked to review data and provide comments to the Principal. The Principal will lead discussions, along with the Parent Liaison around adjustments or enhancements to instruction. Parent input will be taken into consideration when setting annual school goals.

The Crete Board of Directors will also use student performance data to inform the annual strategic planning and goal setting process. In collaboration with the CEO, the Board will look over data reports, analyze trends and discuss progress against prior year goals. The Board will also set new annual goals and interim benchmark goals based on the school's progress against the prior year's goals and the new performance data.

As stated above, student performance data will be included in teacher evaluations as one indicator of their overall effectiveness. Teachers' final evaluation scores will reflect a weight of 30% that is attributed student performance.

The abovementioned interim assessments are also incorporated into the planning and design of instructional units and lessons. Teachers will use formative and publisher created assessments guide on-the-spot adjustments to instruction.

Through weekly professional development, teachers will share effective, best-practice with one another, in particular with students in the abovementioned subgroups. Data Reporting and Analysis of Assessments includes the following steps:

- (1) **Data Collection and Disaggregation:** Principal collects data and prepares for teachers. Data is disaggregated by subgroups, individual grades and classes.
- (2) **Review and Reflect:** Teachers review student performance expectations, teaching priorities and areas of student strengths and weaknesses as determined by the data
- (3) **Discussion and Collaboration:** Teachers discuss findings including data trends, common weaknesses or learning gaps and work together on a set of identified, school wide actions

- (4) ***Individual Review and Action Steps:*** In light of the schoolwide agreed upon action steps, teachers will conduct a review of their own classroom data alongside the Principal. Together the Principal and teacher will identify areas where students need additional support.

Teacher Action steps are revisited during weekly professional development meetings to gauge whether or not the progress students are making is adequate towards mastery of the content standards.

Using data to drive instruction is critical to ensuring students' ability to achieve mastery of the state content standards. Teachers will use this information to guide their lesson plans and selected instructional strategies and curricular resources.

#### **E. GRADING, PROGRESS REPORTING, AND PROMOTION/RETENTION**

Crete teachers will regularly analyze student work to measure their progress and areas of growth. Families are notified through regular communication with their teacher of their student's growth. Teachers communicate with families about their student's progress in the following ways:

1. Back to School Night
2. Family/Teacher Conferences
3. Open House
4. School Events
5. Email/Phone Call/Texts

Additionally, families will have access to their child's teachers before and after school and by appointment.

Formal Report Cards will be sent to parents twice per year (one in the fall and one in the spring). Teacher Report Cards will include information regarding student performance on in-class work, homework, assessments, and other components, as applicable to each content area. In the interim, assessment data will be shared with students and parents during Parent/Teacher Conferences and by appointment. Students identified as needing additional support with any content area or skill set will participate in a conference (outside of the regularly scheduled teacher/family meeting times) with their teacher and family, to review their progress. At this time, the teacher will describe specific learning goals for the student, strategies that they will use in the classroom to support their learning, as well as activities and strategies that the families can do at home.

Teachers will also maintain student records that highlight student progress and growth towards mastery of each content area. Records of students' social and character development will also be kept to highlight "whole child" development.

The following grading policy describes the letter grade, percentage, rubric score and explanation that are used to define a student's level of mastery of the state standards.

Students are assessed using a rubric for all grades and receive a letter grade accordingly. Primary students (TK/K-3<sup>rd</sup>) grade will receive numbers that correspond with their academic progress, while students 4-6<sup>th</sup> grade will receive letter grades.

| Grading Policy |            |              |  |
|----------------|------------|--------------|--|
| Letter Grade   | Percentage | Rubric Score | Explanation  |
| A+             | 98-100%    | 4            | A student earning an A of 4 in a content area is consistently demonstrating levels of mastery with the content standards.  |
| A              | 93-97%     |              |  |
| A-             | 90-92%     |              |  |
| B+             | 88-89%     | 3            | A student earning a B or 3 in a content area is consistently demonstrating proficiency with the content standards.   |
| B              | 83-87%     |              |  |
| B-             | 80-82%     |              |  |
| C+             | 78-79%     | 2            | A student earning a C or a 2 in a content area is consistently demonstrating basic competency with the content standards.  |
| C              | 73-77%     |              |  |
| C-             | 70-72%     |              |  |
| Not Yet (NY)   | Below 70%  | 0 or 1       | A student earning less than 70% in a course needs to demonstrate improvement and has not demonstrated a basic level of mastery with the content standards. Mastery of the standards needs to occur. If student is not meeting the standards, remediation is provided to the student to reach standard mastery. |

During summer professional development, teachers will be trained on the school's policies and grading process. They will also work with the Principal to ensure that grades are appropriately assigned in a fair and consistent manner that corresponds with student mastery of standards. In addition to letter grades, teachers will provide anecdotal notes and narrative descriptions of student progress especially in areas where:



1. Students are performing above or below grade level standards – this may include examples of work to support the issued grade, written samples, projects and teacher assessments
2. Character Development - this may include examples of the student demonstrating or failing to demonstrate Crete Core Values and other important character traits like kindness, citizenship and fairness
3. ELs, students with disabilities, homeless and foster youth – this may include information and work samples from special education teachers, the Program Director or other staff member working with specific subgroups

In addition to School Report Cards, state and national testing results are also sent to families. The Principal will host focus groups and meetings to share the school's progress with stakeholders. Finally, Crete will prepare annually, the School Accountability Report Card (SARC), which is a public document that contains important information about our school's progress toward achieving its goals.

***Student Retention:*** Prior to making any recommendations for retention, the family of a student who is performing below grade level will be promptly notified. A conference will be held and specific goals and strategies for supporting student growth will be set. Strategies for supporting the student at school may include RTI, additional reading time, one-on-one support from teachers, pairing with peers for support and special education services if applicable. Families will be an integral part of the support process and will be encouraged to provide, recommended strategies and activities to support their student's progress. The teacher of the identified student will provide support strategies and resources that the family can use at home to further enhance the student's learning. This may include supplemental curricula, online curricula, specialized workbooks or other materials identified by the teacher. The teacher will hold a conference with the family and other Crete staff, as applicable, monthly or until a recommendation for retention occurs or the student is determined to be at grade level in all core content areas and in reading.

Discussions of and potential recommendations for retention shall occur before March 1<sup>st</sup> of the year prior. *If* a student is not making adequate progress after the abovementioned targeted interventions and strategies have been implemented (in ELA or math, including, reading significantly below grade level, receiving 0, 1 and/or 2s on report cards), and becomes a candidate for retention, Crete will notify the family in writing and also contact the family by phone. At this time, the teacher will also explain the process for appealing the recommendation for retention.

If a recommendation for retention is made, the family can appeal once notified. To do so, the family should submit, in writing, by the specified date, that they disagree with the decision to retain their student. The written notification shall state evidence supporting why the family believes a recommendation for retention is unwarranted.

Upon receipt of a letter appealing a retention recommendation, the Charter School shall appoint a hearing committee comprised of school staff. The Charter School shall schedule a hearing meeting within 14 days of the receipt of an appeal letter and shall notify the family

of the meeting date. The family shall be notified both in writing and by phone of their rights during the hearing meeting. The school shall conduct a hearing before a committee with a presentation of facts from both parties. Upon conclusion of the presentation of facts, the committee shall make a final determination of retention within five days of the hearing.

Note: Families will be encouraged to remain an active participant throughout the evaluation process. The final decision regarding retention is made only after intensive interventions have been implemented, results documented and in collaboration between the teacher, Principal, family and other support staff, including ELD staff (when applicable), special education coordinator and others. If the abovementioned individuals find that the student may benefit from an assessment by the Special Education Coordinator, a referral will be made.

If a student is retained, the teacher will keep a folder with the retention information. If the student is retained and moves or transfers to another school, the retention folder will accompany the cumulative file. If for any reason the retention is no longer a consideration, the retention folder will be stored at the school for one year. At the end of the year, the file is discarded.

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## **Element 4 – Governance**

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

### **GENERAL PROVISIONS**

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

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

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

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

### **LEGAL AND POLICY COMPLIANCE**

Charter School shall comply with all applicable federal, state, and local laws and regulations, and District policy as it relates to charter schools, as they may be amended from time to time.

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

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

Charter School and all employees and representatives of Charter School, including members of Charter School’s governing board, members of Charter School or governing board committees and councils, Charter School administrators, and managers, shall comply with federal and state laws, nonprofit integrity standards, and LAUSD charter school policy, regarding ethics and conflicts of interest, and shall otherwise enter into all transactions and conduct business with all persons and entities, including related parties, at 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 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 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 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 regulatory or investigative agencies, lawsuits, changes in corporate or legal status (e.g., loss of IRS 501(c)(3) status), or other formal complaints or notices, within one week of receipt of such notices by Charter School. Unless prohibited by law, Charter School shall notify the CSD in writing of any internal investigations within one week of commencing investigation. Charter School shall notify the CSD within 24 hours of any dire emergency or serious threat to the health and safety of students or staff.

#### **STUDENT RECORDS**

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

#### **PARENT ENGAGEMENT**

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

## **FEDERAL PROGRAM COMPLIANCE**

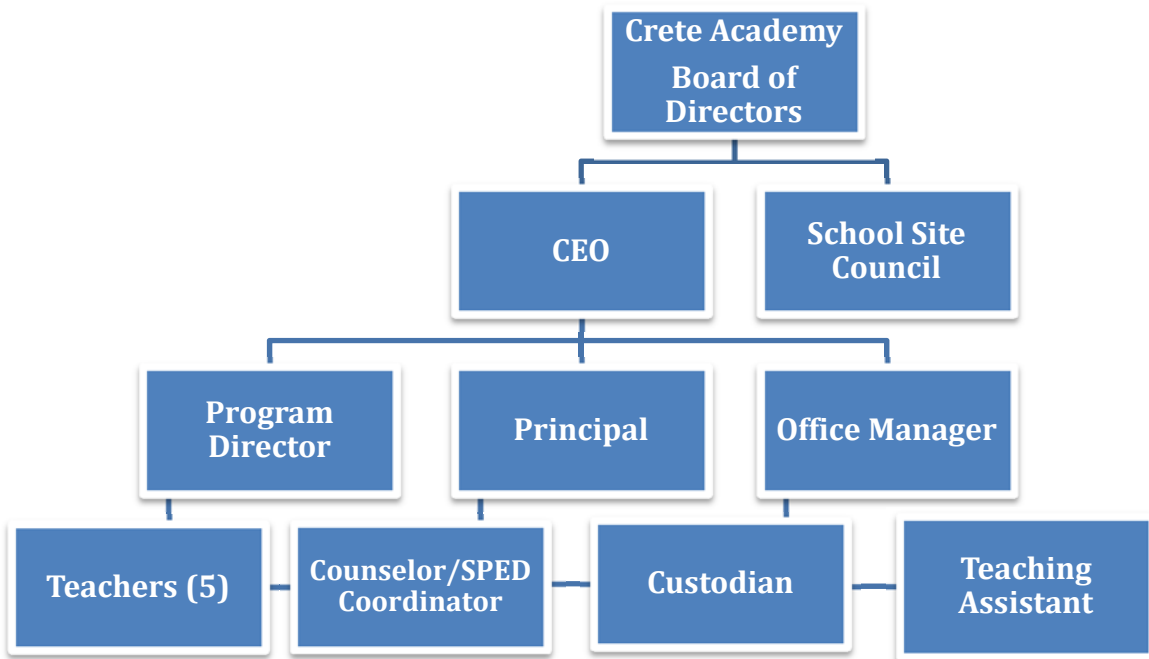
As a recipient of federal funds, Charter School has agreed to meet all applicable programmatic, fiscal and other regulatory requirements of the Elementary and Secondary Education Act (ESEA, also known as Every Student Succeeds Act (ESSA)) and other applicable federal programs.

Charter School understands that it is a local educational agency (LEA) for purposes of federal compliance and reporting purposes. Charter School agrees that it will keep and make available to the District any documentation necessary to demonstrate compliance with the requirements of ESEA and other applicable federal programs. Charter School also acknowledges that, as part of its oversight of Charter School, the District may conduct program review for federal as well as state compliance.

## **GOVERNANCE STRUCTURE**

Crete Academy will be a direct-funded independent charter school operated by Crete Academy, Inc. a California non-profit public benefit corporation; Crete Academy will apply for designation as a 501(c)(3) by the IRS upon charter authorization. Crete Academy will be governed by the Crete Academy, Inc. Board of Directors ("Board" or "Board of Directors") in accordance with California's Charter Schools Act, the Nonprofit Public Benefit Corporation Law, the corporation's Bylaws and the terms of this charter. The Charter School shall comply with the Brown Act and the Public Records Act.

### **1. ORGANIZATIONAL CHART FOR 2017-2018 SCHOOL YEAR**



## BOARD OF DIRECTORS

### 1. MAJOR ROLES AND RESPONSIBILITIES

The Crete Academy Inc. Board of Directors shall be fully responsible for the operation and fiscal affairs of the Charter School, including but not limited to the following:

- Hire, supervises, evaluates, disciplines, and dismiss the Principal and CEO
- Approve contractual agreements in excess of \$50,000;
- Approve and monitor the implementation of general policies of the Charter School including effective human resource policies for career growth and compensation of the staff;
- Approve and monitor the annual budget, budget revisions, and monthly cash flow statements;
- Act as a fiscal agent. This includes but is not limited to the receipt of funds for the operation of the Charter School in accordance with applicable laws and the receipt of grants and donations consistent with the mission of the Charter School;
- Contract with an external independent auditor to produce an annual financial audit according to generally accepted accounting practices;
- Establish operational committees as needed;
- Execute all applicable responsibilities provided for in the California Corporations Code;
- Engage in ongoing strategic planning;

- Approve the school calendar and schedule of Board meetings;
- Recruit and appoint new Board members and provide orientation training;
- Evaluate Crete's school effectiveness by monitoring student performance on the basis of measurable outcomes
- Ensure that the Local Control and Accountability Plan (LCAP) is prepared annually
- Review requests for out of state or overnight field trips;
- Participate in the dispute resolution procedure and complaint procedures when necessary;
- Approve charter amendments as necessary and submit requests for material revisions as necessary to the District for consideration;
- Appoint an administrative panel to make a decision take action on student expulsion appeals.

The Board may initiate and carry on any program or activity or may otherwise act in a manner which is not in conflict with, inconsistent with, or preempted by any law, and which are not in conflict with the purposes for which the Charter School was established. All actions of the Board must be consistent with the charter.

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

The Charter School will be governed by the Crete Board of Directors ("Board" or "Board of Directors") in accordance with the Board's adopted corporate bylaws, which shall be consistent with the terms of this charter.

The Board of Directors shall be composed of 5-9 directors, but efforts will be made to maintain an odd number of directors on the board. No employees of Crete Academy will serve on the Board. All directors are to be designated at the corporation's annual meeting. Each director shall hold office unless otherwise removed from office in accordance with the bylaws for two year and until a successor director has been elected as required by the position as described below. Board members may serve consecutive terms on mutual agreement of the director and the Board. One board seat shall remain open to be filled by a parent of a Crete student.

### **Process and Potential Considerations for Determining a Need to Select/Add Board Members**

The Crete Board of Directors will maintain a board of at least five members. If the board is comprised of less than five members, the board will seek to add an additional board member. In the event that the Board identifies a need or gap in the experience or expertise of the Board, they will meet to discuss the need or gap and take a vote on adding an additional Board member. If the majority of the Board votes to add a member, the process for identifying and interviewing a new Board member will begin.

### **Board Member Qualifications**

The Crete Board of Directors will seek out board members with the following qualifications:



1. Demonstrated commitment to the target community
2. Demonstrated high-level of personal integrity and responsibility
3. Possess good moral character and in good standing professionally
4. Excellent communication and collaboration skills
5. Demonstrated commitment to education and educational best-practices
6. Personal or professional experience in the target community
7. Specific expertise and skills in education, community outreach, governance, nonprofits, management, personnel, curriculum and instruction, finance, law, teaching, school administration, research or fundraising and development.

### **Selection Criteria and Process**

Once the Crete Board determines that there is a need for an additional board member, they will begin seeking candidates in their networks that possess the abovementioned attributes. The Board will meet to determine a timeline for proposing candidates, interviewing candidates and selection of the final board member. After a timeline for board member selection is agreed upon, the board will immediately begin to identify potential candidates. Once candidates have been identified and recommended, the board will discuss the candidate pool and determine, which candidates they would like to interview. Once all interviews are conducted, the board will vote on each candidate and make a selection. All new board members will receive board training from ExED, the CEO, legal counsel, outside consultants, and the existing Board. Such training may include, but is not limited to: governance and finance training, Charter School instructional program and philosophy and Brown Act compliance and conflicts of interest. Ongoing support for specific board roles will be provided, as needed.

The current Crete Board is composed of the following members:

Stuart Gothold, Ed.D



Dr. Gothold is a clinical professor in the Rossier School of Education. He teaches Ed.D. courses in organizational and instructional leadership and in governance, including restructuring and strategic planning. He also assists in executive placement and serves as liaison to state and national educational organizations for the Rossier School of Education. Prior to joining USC, Dr. Gothold was Superintendent of Schools in Los Angeles County.

Ursula T. Worsham, M.S. and Ed.D Candidate 2017



Ursula Worsham is currently the Admissions Director at the University of Irvine's Medical School. In her previous role, Mrs. Worsham served as Assistant Director of Admissions at the USC Rossier School of Education. Ursula has worked in admissions for both undergraduate and graduate students since 1998 and has expertise in college and professional school admissions, assessment, career services and international student admissions.

Prior to USC, she held positions at Kaplan Test Prep and Admissions, California State University Long Beach and Coastline Community College District and has presented to numerous high school and college students, parents and adult learners in her higher education career.

Mrs. Worsham is committed to demystifying the admissions process and providing students, parents, and educational professionals the tools necessary to navigate through the application process successfully.

Ursula is a doctoral candidate in the Ed.D. in Educational Leadership program at USC, earned her bachelor's in Health Science: Community Health Education and her Master's in Counseling in Student Development in Higher Education from California State University, Long Beach.

Diandra Bremond, MPP and Ph.D



Dr. Diandra Bremond has served as the Director of Trauma-Informed Youth Development for Brotherhood Crusade for the last four years. In this position, she manages, trains and directs a full and part-time staff of more than 85 employees and mentor coaches to ensure the provision of quality year-round programming to more than 2,000 youth annually. Bremond combines her experience as a collegiate athlete with her public policy and organizational leadership expertise, along with her years of experience in community service to effectively accomplish her tasks. Taken together, Bremond successfully oversees

and administers ten grant programs: PropelNext; Brotherhood Crusade Mentor & Me; U.S. Soccer Foundation *Soccer for Success*; California Community Foundation *Preparing Achievers for Tomorrow*; Tiger Woods Learning Center *PAT*; The California Endowment Health Happens Here Summer School; Accelerated Radio Program; Jim Cleamons Books and Basketball Camp; Coaches Across America; and Coaching Corps. Bremond also serves as the Gang Reduction Youth Development Program Director at the Brotherhood Crusade. This role requires Bremond to provide year-round youth development programming to 150 at-risk youth in the South Los Angeles region. Bremond is a graduate from Pepperdine University's School of Public Policy. Most recently, she received a Doctorate of Education in Organizational Leadership from Pepperdine University.

Patrice Payne, M.A. and Ed.D Candidate 2017



Patrice Payne brings over ten years of experience in education to the Crete Board of Directors. She recently served as the Principal of Crenshaw Arts/Tech Charter High School. There she , created a culture of high expectations that focused on academic rigor, curriculum alignment, student ownership, professional development, and behavior management while creating a successful schoolwide SBAC prep program for students and teachers. Under her school leadership Patrice also increased student attendance, 0 student suspensions, 100% Common Core Curriculum alignment; 100% graduation rate; Increased Advanced Placement enrollment. Patrice is experienced in school operations, curriculum and instruction. As an English teacher Patrice developed new Common Core-aligned curriculum for the freshman English class. As Principal at Crenshaw Arts/Tech High Charter School, Patrice lowered suspension rates to zero and increased graduation to 100%. Patrice holds a bachelor's degree in English, Speech and Secondary Education, with a Single Subject Credential from Pepperdine University, a master's degree in educational administration with an Administrative Credential from Governors State University and is working on her doctorate in education from the University of Southern California.

Sergio Martus, MPP, MBA and JD Candidate 2017



Senior Analyst, Weintraub Real Estate Group Chief Analyst & CFO, Build Your Brand Fast Sergio G. Martus currently serves as a senior analyst for Weintraub Real Estate Group in Malibu, California and as chief analyst and chief financial officer for San Diego marketing firm Build Your Brand Fast. Mr. Martus has an extensive background in advanced mathematics, economics, statistics, analytics, accounting, and finance, which has allowed him to excel in multiple roles as an analyst and most recently as a CFO for a startup marketing firm.

Mr. Martus is a Los Angeles native and also a professional saxophonist. He is an alumnus of the University of Southern California, where he earned degrees in both political science and music. Sergio also earned his master's degree in economics and American politics from the Pepperdine School of Public Policy and a second master's degree in finance from the Pepperdine Graziadio School of Business.

In addition to his degrees, Sergio has earned several distinctive awards for both his academics and background in music, including induction into the Beta Gamma Sigma honor fraternity through Pepperdine University as well as being a recipient of the coveted Bill Green mentorship award for music through the LA Jazz Society while attending USC. His love for music and mathematics has laid the foundation for his passion to give back to his community through local performances with the Pepperdine jazz and wind ensembles and with members his local church, Holy Cross of Montebello, through pro bono tutoring of low-income students.

Jessica Lewis



Jessica Lewis is a third year Harvard Law student, who is expected to graduate in May 2017 with her Juris Doctorate degree. During her matriculation at Harvard Law, Jessica has participated in the Family Law Clinic, acting as counsel to domestic abuse survivors at the Harvard Legal Services Center, and the Government Law Clinic, assisting federal prosecutors in the United States Attorney's Office in Boston represent the United States in matter concerning fraud against the government, prosecuting drug dealers, and other matters. Additionally, while at Harvard, Jessica has had the privilege of interning with the American Civil Liberties Union of Michigan, where she assisted with cases related to the Flint Water Crisis, and the California Attorney General's Office in the Civil Rights Enforcement Section. Prior to entering law school, Jessica worked in private practice both as an intern at the corporate New York law firm, Milbank, Tweed, Hadley & McCloy, and as a paralegal with the immigration law firm, Fragomen, Del Rey, Bernsen & Loewy, in Atlanta. Outside of her legal experiences, Jessica has served as a Peace Corps volunteer teaching English in Benin and as a White House intern. She graduated from Howard University and hails from the great city of Detroit.

## **GOVERNANCE PROCEDURES AND OPERATIONS**

The Board of Directors will meet ten times annually in its first year. Board meetings will be held at the proposed school site or determined school site of the Charter School and in accordance with the Brown Act. Additional meetings may be called as necessary and will comply with all of the provisions of the Brown Act. At an annual meeting, the Board will set the calendar for upcoming Board meetings for the year and publish the schedule on the Charter School's website and will be posted at the Charter School and in the Parent Resource Center. Parents are encouraged to attend all Board Meetings and actively engage in the governing policies of the Charter School. Agendas for regular meetings will be published in advance and distributed to each member of the Board of Directors and will be physically posted at the Charter School's entrance and office, and posted on the Charter School website, for public viewing at least 72 hours in advance of regular meetings. Agendas for special meetings will be posted in the same manner at least 24 hours before the meeting.

Decisions of the Board are by majority vote. As consistent with the requirements of the California Corporations Code (Section 5211(a)(8)), an act or decision made by a majority of the directors present at a meeting duly held at which a quorum is present is an act of the Board. In accordance with the Brown Act, directors may participate in meetings via teleconference, so long as a minimum of a quorum of directors participates within the jurisdictional boundaries of LAUSD, that all votes are taken by roll call, and other proscribed requirements for teleconference participation are met, as detailed in the Bylaws.

The Board of Directors may, in its discretion, form Committees, each consisting of two or more directors, in accordance with the Bylaws and applicable law, to accomplish the objectives and responsibilities of the Board and to ensure that the Charter School meets achieves its mission and goals, including, but not limited to, a Finance Committee and Audit Committee. Committee meetings will be held in accordance with the Brown Act, as detailed in the Bylaws. Appointments to committees of the Board of Directors shall be by majority vote of the directors then in office. The Board of Directors may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting.

The Charter School will contract with a business services provider with expertise in supporting charter schools for back-office support with payroll, budgeting, and financial reporting compliance, and will be guided by the above principles in doing so.

Crete will ensure that the individuals handling payroll, budgeting and financial reporting compliance are those with expertise in charter school operations. To do so, Crete may contract with a service provider to ensure such support.

Board Trainings

The Board of Directors will receive initial training on the Crete educational program and Brown Act compliance during the fall months of the year prior to the proposed opening date. Additional trainings will be called, as needed and in accordance with the Brown Act.

Once a year, the Board will meet to lead strategic planning for the Charter School, including a review of performance data of the prior school year, an assessment of student needs based on data and the discussion of strategic goals to meet the needs of Crete students. In addition, the Board will review the organization's financial statements and facilitate the annual audit with an auditor.

## **STAKEHOLDER INVOLVEMENT**

### **Family Involvement**

#### **ROLE OF PARENTS AND STAFF IN THE GOVERNANCE OF THE SCHOOL**

The Crete education model believes family involvement is critical to the success of our students. Therefore, families are encouraged to take an active role in the education of their student. Involvement may include:

1. Intake/Enrollment Meeting
2. Parent-Teacher Conferences
3. Parent workshops
4. School events and Fieldtrips

Furthermore, students' families will be engaged in the programming and services offered by Crete and invited to partake in any services or supports needed. To that end, families will have a strong voice in the school's educational program and will be provided regular opportunities to voice their opinions and desires for their student. In addition to engaging with families around the Charter School's educational program, Crete will also engage families in discussions regarding LCAP goals. All feedback from families will be reviewed and considered in the final development of the Charter School's LCAP.

Crete believes serving the needs of students also means serving the needs of their family. The Crete model focuses on referral services for families and students ensure that beyond the academic program, students have the resources and tools to succeed.

#### **2. PROCESS BY WHICH THE SCHOOL WILL CONSULT WITH ALL STAKEHOLDERS TO DEVELOP ITS LCAP AND ANNUAL UPDATE**

In planning the LCAP, leadership referred to in CA Education Code 52066 (8)(g). The Charter School shall consult with teachers, principals, administrators, other school personnel, parents, and pupils in developing the annual update. At beginning of the calendar year (mid-January) the CEO will meet with the Principal and other school

leadership to discuss any changes to the funding formula and how the funds could be used to support our students. In February, the CEO will collaborate with the Principal to draft a plan in accordance with the State Priorities and local goals. In May, the CEO and Principal meet with teachers and other faculty to present the State Priorities and school goals. Goals are changed based upon recommendations provided from the school community. In June, the plans are presented to the School Site Council, student groups and families at a parent meeting. All stakeholders are invited to submit a public comment at this time. Final LCAP plans are approved at the next scheduled board meeting, prior to final submission to the Los Angeles County Office of Education (LACOE) in June.

**3. THE PROCESS BY WHICH THE SCHOOL WILL CONSULT WITH PARENTS AND TEACHERS REGARDING THE SCHOOL'S EDUCATIONAL PROGRAM. THE COMPOSITION, SELECTION AND OPERATING PROCEDURES FOR PARENT ORGANIZATION OR COMMITTEE, IF ANY.**

Parents will serve as members of the School Site Council (SSC). The Crete SSC will be constituted to ensure parity between (A) the Principal, classroom teachers and other school personnel and (B) parents or other community members selected by parents. The SSC must be comprised of an odd number of members as to avoid a tie vote at any given time.

The SSC will appoint one member as the Parent Liaison, who will speak on behalf of the council. The SSC Parent Liaison will also help to manage the Parent Resource Center information and activities. The remaining SSC shall be comprised of parent members and the council make every effort to ensure an odd number of members to prevent a tie vote.

As a member of the SSC, parents must attend quarterly meetings and are responsible for making recommendations regarding Title I budget. Information from the SSC meetings will be communicated at board meetings and to the CEO to make final budgetary decisions. The SSC will also advise on school policies, make recommendations to improve the school and provide input regarding the LCAP.

**Parent Resource Center**

The Parent Liaison of the SSC will be responsible for management of the Parent Resource Center. The role of the Parent Liaison is to maintain open communication between Crete staff and the families we serve. The Parent Liaison will communicate to the Principal and Board of Directors the types of things that the families at Crete are interested in and coordinate and facilitate the conversations around such issues. Additionally, the Parent Liaison will coordinate school fundraisers, assist with events like Open House and Back to School Night, holiday events, testing and other activities for students and families. This person must have a child enrolled at the school.

The Parent Resource Center will offer access to information and resources, while serving as a place where parents can meet to plan events and activities for the school. The Parent Resource Center will also offer courses for parents – led by LA Trade Tech, workshops,

parenting classes, and other health and wellness seminars led by UMMA Medical Clinic staff.



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## **Element 5 – Employee Qualifications**

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

### **EQUAL EMPLOYMENT OPPORTUNITY**

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

### **ESEA/ESSA AND CREDENTIALING REQUIREMENTS**

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

At Crete, we desire to hire individuals who are committed to our mission of changing lives of those children living in poverty and experiencing homelessness. Furthermore, these individuals are committed to our educational model, support college preparation and our instructional practices including, the Crete Core Values. All teachers and staff at Crete are “at will” employees, in accordance with California law, meaning that the employment relationship can be severed by either party at any time, with or without cause. All employees will be compensated commensurate with their experience and job responsibilities, and will receive benefits, including health insurance and retirement plans, as detailed in the Employee Handbook, which all employees will receive. Terms of employment are reviewed annually and modified as necessary to meet the needs of our staff and students.

## **EMPLOYEE POSITIONS AND QUALIFICATIONS**

### **Chief Executive Officer (CEO)**

General Summary: The CEO’s primary role is to manage external stakeholder relationships/interactions, support school operations and fundraise. In collaboration with the Principal, the CEO will also support the implementation of the Crete educational program.

## **Primary Responsibilities**

- Oversee external relationships including: contracts, consultants, Board Member relations, as applicable
- Serves as Lead Petitioner with LAUSD
- Oversee all Charter School operations including: facilities, legal matters and Board matters
- Provide direct supervision of the Charter School Principal and recommendations for the educational program
- Set direction of the Charter School, including strategic planning and goal setting
- Review performance data with the Principal and make suggestions for improvement
- Review and annual audits provided by auditor and financial reports for presenting to the Board of Directors
- Manage the Wellness Program, Personnel and resources
- Develop and implement fundraising initiatives, oversee annual gift campaign, conduct event fundraising and oversee grants management.
- Manages marketing strategy and outreach
- Establishes and maintains community partnerships
- Supports the principal with operations, instruction, professional development and student policies
- Lead community events, meetings and outreach
- Make recommendations for hiring and firing of staff to the Board of Directors
- Ensure direct reports are supported in such a way as to mediate and manage school-related conflicts and operations.
- Manage salaries and contracts and personnel issues including: observations and performance reviews salaries and contracts, job assignments
- Establish budgets and plans to ensure that the school's financials support the overall mission and vision
- Oversee the responsible management of all public funds, private donations and grants
- Perform and execute any other tasks as assigned by the Board of Directors

## **Education and Experience**

- Commitment to the mission and vision of the Charter School
- Experience in education, management of personnel and operations
- Excellent communication written and oral skills
- Teaching experience in urban communities
- Master's degree required
- Doctorate degree preferred

## **Principal**

General Summary: The primary role of the Principal is to oversee the implementation of the Crete instructional program and provide teachers, students and parents with the support they need to be successful. In addition, this individual works closely with the CEO

and Counselor/Sped Coordinator by communicating regularly the specific instructional, operational and finance needs of the Charter School.

### **Primary Responsibilities**

- Serve as administrator and instructional leader of the Charter School, direct and supervise the curriculum and guidance program of the school.
- Support teachers in developing their unit and lesson plans, with particular consideration of the Crete Core Values, Leadership Development and the College Preparatory Program
- Oversee College Preparatory Program, including scheduling college tours, providing resources and information to students and families and supporting teachers with embedding college prep skills in their lessons for grades TK-6<sup>th</sup> grade.
- Develop and Coordinate a Yearlong Professional Development schedule that aligns to training in the Crete Core Values, Diversity and Cultural Sensitivity Training, selected curricula, selected instructional strategies and special education and EL support.
- Hire, train and support Charter School staff including: Office Manager, Counselor/Sped Coordinator, Custodian, Teachers and Teaching Assistants
- Develop a master schedule of classes for students and determine classroom assignments
- Provide ongoing observation and feedback to teachers and other staff regarding their individual character development, professional development and growth; and assign new teachers a mentor teacher
- Create a positive school climate and culture for students, families and teachers and maintain a sense of the school climate by developing and administering surveys
- Oversee and implement all student discipline policies including discipline, attendance and health and safety
- Work closely with parents and the community at large.
- Remain available for contact with parents, students and staff to discuss student progress and issues
- Schedule school events and activities and coordinate all fieldtrips and parent engagement activities
- Work with SSC to ensure parents' voice is represented in school decisions

### **Knowledge, Skills and Abilities**

- Strong commitment to the mission and vision of the Charter School
- 3-5 Years Experience in instruction, teacher leadership, Charter School operations
- Motivational and energetic leader who is committed to excellence
- Solutions-oriented strategic thinker who has overcome complex organizational challenges
- Unwavering in pursuit of excellence
- Results-driven educational leader with a commitment to standards-based curriculum and the use of data and assessments to drive instructional decisions
- 3- 5 years of teaching experience in urban areas with marked and measurable success

- Well-developed technical and persuasive writer

### **Education**

- Masters degree required
- Ph.D., Ed.D or JD preferred
- California Administrative Credential preferred

### **Office Manager**

**General Summary:** Oversee the logistics and management of the Charter School's office and serve as a point of contact between the Charter School and public.

### **Primary Responsibilities**

- Maintains office services by organizing office operations and procedures; preparing payroll; controlling correspondence; designing filing systems; reviewing and approving supply requisitions; assigning and monitoring clerical functions.
- Provides historical reference by defining procedures for retention, protection, retrieval, transfer, and disposal of records.
- Maintains office efficiency by planning and implementing office systems, layouts, and equipment procurement.
- Designs and implements office policies by establishing standards and procedures; measuring results against standards; making necessary adjustments.
- Completes operational requirements by scheduling and assigning employees; following up on work results.
- Keeps management informed by reviewing and analyzing special reports; summarizing information; identifying trends.
- Maintains office staff by recruiting, selecting, orienting, and training employees.
- Maintains office staff job results by coaching, counseling, and disciplining employees; planning, monitoring, and appraising job results.
- Maintains professional and technical knowledge by attending educational workshops; reviewing professional publications; establishing personal networks; participating in professional societies.
- Achieves financial objectives by preparing an annual budget; scheduling expenditures; analyzing variances; initiating corrective actions.
- Contributes to team effort by accomplishing related results as needed.

### **Knowledge, Skills and Abilities**

- Ability to take initiative and work independently on projects and tasks
- Strong organizational skills
- Strong written and oral communication skills
- Ability to work effectively in a professional manner with team members, stakeholders, consultants and contractors
- Strong research skills
- Strong interpersonal and networking skills
- Ability to work efficiently in a fast-paced environment

- Attention to details

### **Education and Experience**

- 3-5 years experience in office management, executive assistant or personal assistant role
- Bachelor's degree in Business or comparable field preferred, but not required
- Experience in fast-paced environment
- Bilingual preferred

### **Counselor/Sped Coordinator**

**General Summary:** coordinates special education services for students with disabilities and services as interim counselor for the oversight of the Americorps volunteers who manage student files and wrap around services.

Note: this position is required to comply with all FERPA General Guidance for Students. Parents and students will have access to student files, in accordance with FERPA guidance.

### **Primary Responsibilities**

- Oversee the coordination of special education services to students with IEPs
- Conduct assessments for special education services and oversee the implementation of students' IEPs
- Coordinate data and preparation of reports to monitor the provision and effectiveness of related services.
- Works with staff to ensure that District, local, state, and federal special education laws (e.g., Individuals with Disabilities Education Act) and regulations are being implemented at all District campuses.
- Integrate related services into the general education classroom to ensure an inclusive Charter School campus
- Coordinate, plans, and implements professional development for related services Providers and general education teachers
- Coordinate the provision of related services and documentation of Medi-Cal reimbursable services.
- Supervises related services personnel to ensure compliance with special education laws and regulations

### **Knowledge, Skills and Abilities**

- Understanding of general education instruction and inclusion of special education services in the general education classroom
- Understand the laws and regulations surrounding the implementation of special education and related services
- Knowledge of federal, state, and local policies, rules, laws, regulations, and legislation

pertaining to special education including the Individuals with Disabilities Education Act and the Modified Consent Decree.

- Ability to manage several IEPs and the coordination of multiple service providers
- Ability to communicate effectively to parents and staff
- Ability to effectively work and support general education teaching staff
- Knowledge of special education curricula, staff professional development and special education instructional strategies
- Excellent written and oral communication

## **Education and Experience**

- Bachelor's degree in education or equivalent field (required)
- Master's Degree preferred
- Special Education Teaching Credential (required)
- 3 years teaching special education (required)
- 2 years experience coordinating special education services (required)

## **Program Director**

**General Summary:** The primary function of the Program Director is to oversee all programs at Crete, including the Wellness Program, outreach support, afterschool programs, special education and enrichment and summer programs.<sup>43</sup>

## **Primary Responsibilities**

- Meet with potential partners, medical providers, non-profits and individuals service the low-income population
- Develop and administer surveys to families upon enrollment
- Maintain student files and history of services
- Provide referrals to students and families related to health and wellness as needed
- Follow up on referral services with students and families
- Arrange special workshops, activities, camps and other programs throughout the school year and summer months
- Meet with every student and family upon enrollment to assess their needs
- Manage data on the school's health and nutrition needs, progress and goals
- Set goals related to health and nutrition for the school
- Manage all health and wellness programs including, but not limited to, the school garden, workshops for students and parents, and other school events
- Tour schools, organizations and social services providers to examine best practices for administering health and wellness services

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<sup>43</sup> Charter authorization is for K-12 and the extracurricular and after school provisions serve as supplemental information.

- Conduct assessment of the schools wellness program annually and make data-driven suggestions for improvement
- Identify new partners and establish relationships
- For years 2 and beyond, manage case workers assigned to each family

### **Knowledge, Skills and Abilities**

- Ability to take initiative and work independently on projects and tasks
- Strong organizational skills
- Strong written and oral communication skills
- Ability to work effectively in a professional manner with team members, stakeholders, consultants and contractors
- Strong research skills
- Strong interpersonal and networking skills
- Ability to work efficiently in a fast-paced environment
- Attention to details

### **Education and Experience**

- Bachelor's Degree Required
- Master's Degree Preferred
- Experience as social worker, family counselor, school counselor preferred
- Two years experience in the health field or other related field
- Experience interacting and engaging with external stakeholders
- Bilingual preferred

### **Teacher**

**General Summary:** Responsible for instructing students in an elementary school from grades TK-6<sup>th</sup> grade. Creates lesson plans, differentiates instruction and evaluates student assessment data regularly to assess progress.

### **Primary Responsibilities:**

- Create instructional resources for use in the classroom.
- Regularly review student data and adjust lessons and instructional strategies to the needs of students
- Plan, prepare and deliver instructional activities
- Create positive educational climate for students to learn in.
- Meet course and school-wide student performance goals.
- Conduct home visits for all students before the first day of school and maintain open communication with families throughout the year
- Participate in ongoing professional development in the core curricula, sped, ELD, supplemental curricula, college preparation, classroom management and discipline and diversity awareness
- Create lesson plans and modify accordingly throughout the year.
- Maintain grade books.
- Grade papers and perform other administrative duties as needed.

- Utilize various curriculum resources.
- Integrate competencies, goals, and objectives into lesson plans.
- Utilize curricula that reflect the diverse educational, cultural, and linguistic backgrounds of the students served.
- Develop incentives to engage students in the classroom.
- Develop professional relationships with other agencies health, dental, housing and nonprofit organizations and programs.<sup>44</sup>
- Utilize public library resources.
- Work with the Program Director, CEO and Principal to ensure initiatives are being met.
- Establish and communicate clear objectives for all learning activities.
- Observe and evaluate student's performance.
- Manage student behavior in the classroom by invoking approved disciplinary procedures.

### **Knowledge, skills and abilities**

- Base qualifications and general assurance that they will be appropriately credentialed for grades and subjects taught, Includes roles and responsibilities ☐
- SPED, EL Authorizations and CLAD Credentials, if appropriate ☐

### **Education and Experience**

- Meet the credentialing requirements of Education Code Section 47605(1)
- Bachelor's Degree in education or related field (required)
- Master's Degree in education or related field (preferred)
- JD, Ed.D., Ph.D, (highly desired)

### **Teaching Assistant**

**General Summary:** The primary role of the Teaching Assistant is to support Teachers with the facilitation of instruction to all students.

### **Primary Responsibilities**

- Provide instructional support for teachers.
- Reinforce what teacher taught during previous periods.
- Prepare presentations
- Work one-on-one, in small groups or with the whole class on specific content areas or skills.
- Supervise students in the cafeteria, schoolyard, and hallways, or on field trips
- Help prepare materials for instruction
- Review and reinforce class lessons
- Help students find information for reports

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<sup>44</sup> Charter authorization is for K-12 and the extracurricular and after school provisions serve as supplemental information.



- Grade tests and papers, check homework, take attendance and implement assessments
- Support the Counselor/Special Education Coordinator in attending to the physical needs of students with disabilities
- Keep classroom neat and clean.
- Supervise the children at play and assist with morning breakfast and lunch and other basic care activities.

#### **Knowledge, Skills and abilities**

- Understanding of the TK-6<sup>th</sup> grade curriculum
- Knowledge of instructional strategies used with children

#### **Education and Experience**

- High school diploma (required)
- Associates Degree (required)
- 12 units in Child Development or related field preferred and instructional knowledge of reading and writing
- Bilingual preferred

#### **Custodian**

**General Summary:** to ensure the building and grounds are well maintained to operate a school program.

#### **Responsibilities:**

- Ensure the Charter School grounds and facility are in good working order, clean and safe
- Oversee planning and overseeing building work/renovation
- Support the renovation activity of the Charter School
- Allocate and manage space within buildings
- Manage building maintenance activities
- Coordinate daily cleaning, catering and parking services
- Organize security and general administrative services
- Ensure that facilities meet government regulations and environmental, health and security standards
- Advise on energy efficiency and cost-effectiveness
- Supervise multi-disciplinary teams of staff including maintenance, grounds and custodial workers, as applicable

#### **Knowledge, Skills and Abilities**

- Ability to follow direction in a fast-paced environment
- Ability to assemble furniture, lift items and facilitate room set-up
- Knowledge of school health and safety policies

#### **Education and Experience:**

- At least 3 plus years experience in similar role/field
- High school diploma

### **Case Worker (AmeriCorps Member)**

General Summary: The primary role of the Case Worker is to serve as the liaison between the student and families and our partner organizations.

#### **Primary Responsibilities:**

- Conduct all Intake meetings with students and families to assess specific health and wellness needs
- Maintain records of all surveys, conversations, assessments or referrals needed for each family
- Serve as referral agent for student and families for all services related to the medical, dental, mental health and socioemotional needs of students and families
- Make recommendations for services to students and families based upon feedback and conversations conducted
- Make phone calls to partner organizations named in this Charter Petition and additional ones to be added, to detail the specific needs of a student or family
- Maintain files of pamphlets, flyers and other informational guides on all partner organizations to distribute to students and families
- Schedule regular follow up meetings with students and families upon issuing a referral to ensure service was provided or need met
- Communicate all needs not supported by current partner organizations to Counselor
- Make recommendations for Wellness Program improvement
- Maintain cleanliness and order of food pantry and clothing
- Support annual outreach events, including Thanksgiving Dinner and Christmas Toy Drive

#### **Knowledge, Skills and Abilities**

- Ability to follow direction in a fast-paced environment
- Ability to effectively communicate with students, families and partner organizations
- Excellent written and oral communication skills.

#### **Education and Experience:**

- AmeriCorps Member or Social Services/Social Work Experience
- Bilingual Preferred
- Bachelor's Degree in education or a related field (required)

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## **Element 6 – Health and Safety Procedures**

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

### **HEALTH, SAFETY AND EMERGENCY PREPAREDNESS PLAN**

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

If Charter School occupies and/or operates on a District facility, Charter School shall comply with all District health, safety, and emergency procedures and requirements applicable to District facilities and related operations, and shall be subject to inspection by the District’s Facilities Services Division, OEHS, 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, which must include but is not limited to provisions for building and site emergency evacuation and the acquisition and maintenance of adequate onsite emergency supplies. Charter School shall ensure that all staff members receive annual training on Charter School’s health, safety, and emergency procedures, including but not limited to training on bloodborne pathogens, and shall maintain a calendar for, and conduct, emergency response drills for students and staff.

Charter School shall provide all employees, and other persons working on behalf of Charter School who are mandated reporters, with annual training on child abuse detection and reporting, which shall occur within the first six weeks of each school year, or within the first six weeks of a person’s employment if employed after the beginning of the school year, in accordance with the requirements of AB 1432 (2014).

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

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

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

### **FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)**

Charter School, including its employees and officers, 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.

### **IMMUNIZATION AND HEALTH SCREENING REQUIREMENTS**

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

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

### **SAFE PLACE TO LEARN ACT**

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

## **CUSTODIAN OF RECORDS**

The Crete Office Manager shall serve as the Custodian of Records per California Department of Justice Requirements.

## **STUDENT HEALTH AND WELLNESS**

At the core of Crete's mission is health and wellness. The Crete Wellness Program serves the physical, mental and emotional well being of all students beyond the academic program. Through the Wellness Program, Crete can ensure that students are getting the proper nutrition, health and mental care necessary for success. Below is a graphic outline of the Wellness program components.

| Nutrition Education   | Mental Well-Being  | Physical Activity  |
|---|--|--|
| <ul style="list-style-type: none"><li>• <b>Cooking classes</b></li><li>• <b>Organic Garden on Campus</b></li><li>• <b>Nutrition Workshops</b></li></ul> | <ul style="list-style-type: none"><li>• <b>Mental Health Workshops and Assessments</b></li></ul> | <ul style="list-style-type: none"><li>• <b>Programs including: dance, soccer and other organized sports</b></li><li>• <b>Quarterly School Activities</b></li></ul> |

### **1. Nutrition**

Crete will provide opportunities for students and families to learn about healthy eating. Students will learn about healthy foods and healthy eating through afterschool cooking classes and nutrition workshops. Furthermore, Crete will plant an organic garden that students and families will maintain. Produce and other items grown in the garden will be given to families in need. Additionally, through an established partnership with the Anne Douglas Center, Crete will have a Food Pantry with non-perishable items that families can take when in need. Additional meals and packaged food is provided during holidays and when the Anne Douglas Center has overflow.<sup>45</sup>

### **2. Mental Well-Being**

In response to the overwhelming desire to have mental health support, the Crete team has a dedicated space for trained therapist to offer support to our students and families. Through partnerships with USC's School of Social Work and other Counseling programs, Crete will hire interns to facilitate one-on-one therapy

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<sup>45</sup> Charter authorization is for K-12 and the extracurricular and after school provisions serve as supplemental information.

sessions, peer group sessions and family therapy sessions.<sup>46</sup> Mindfulness activities, which involve relaxing the body and making oneself aware and present in the current moment are implemented in Crete classrooms throughout the day. In addition, through assessments and curricula such as MindUp and Screening for Mental Health, Inc, students and families have access to tools that can help them assess their own mental health and access resources as needed. Mental well being is a primary focus of the Wellness Program and overall educational program at Crete.

### **3. Physical Activity**

Crete Academy has aligned its physical education and activity requirement with California state guidelines. Students in grades TK through 6<sup>th</sup> grade will participate in physical education activity for a minimum of 20 minutes daily.

### **Resources**

Workshops, seminars and resources are provided throughout the year for both Crete students and families. Health and wellness practices are also embedded across the curriculum so that students are constantly monitoring their own physical, mental and emotional wellbeing. Additionally, through our community partnerships students and families are surveyed quarterly to assess their needs and the services provided. Ongoing reviews of the data will inform the Crete Program Director and Principal and assist with the coordination classes, workshops and other resources for our students and families. Crete is committed to the health and wellness of each of one our students and will ensure the appropriate coordination of information and resources for all.

### **Ongoing Monitoring**

In addition to students meeting with the Program Director/Case Manager upon enrollment, Crete student files are monitor to assess ongoing physical, mental and emotional health. Furthermore, the Program Director will maintain close contact with each student and their parents/guardians to ensure the specific needs of each student are met. In addition to adhering to all state requirements for physical activity, Crete offers an afterschool enrichment program that incorporates sports. To further support the development of the whole child, Crete will provide art and foreign language afterschool.<sup>47</sup>

## **ADDITIONAL HEALTH AND SAFETY PROCEDURES**

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<sup>46</sup> Charter authorization is for K-12 and the extracurricular and after school provisions serve as supplemental information.

<sup>47</sup> Charter authorization is for K-12 and the extracurricular and after school provisions serve as supplemental information.

Crete will adhere to Education Code Section 49423 regarding administration of medication in school.

Crete shall adhere to an Emergency Preparedness Handbook drafted specifically to the needs of the school site in conjunction with law enforcement and the Fire Marshall. This handbook shall include, but not be limited to the following responses: fire, flood, earthquake, terrorist threats, and hostage situations.

Crete shall meet state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the work place. The Board of Directors shall establish a written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus ("HIV") and hepatitis B virus ("HBV").

Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.

Crete shall function as a drug, alcohol, and tobacco free workplace.

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## **Element 7 – Means to Achieve Racial and Ethnic Balance**

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

### **COURT-ORDERED INTEGRATION**

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

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

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

### **MEANS TO ACHIEVE RACIAL AND ETHNIC BALANCE**

Crete Academy will ensure that the Charter School achieves a racial and ethnic balance of the target neighborhood that resembles that of schools within LAUSD. Outreach to prospective students is currently taking place and will continue after Crete opens its doors. Crete will provide communication to the families in this neighborhood in both English and Spanish to ensure that we reach the large Latino population within the target community. Crete aims to inform and educate the target neighborhood about charter schools in general and specifically what Crete will offer its students. Additionally, Crete makes sure that the target areas churches, community centers, recreation centers, WIC centers, health care centers, libraries and preschools maintain up-to-date materials regarding enrollment and programs at Crete. Crete Founders have begun, and will continue to, work with local community organizations and individuals to execute this model.



Because the Crete Founding team has already begun outreach in the target neighborhood, it anticipates a student population that mirrors the ZIP codes 90003, 90011, 90037 and 90044. The student population of Crete should therefore reflect the population described in Element 1, Section A: Targeted Student Population. Ongoing outreach, including participation at local events, presenting at community centers and local churches and libraries, as well as door-to-door visits will continue throughout the school year to ensure enrollment numbers are at the projected rates and the school reflects the target community.

Upon submission of this petition, Crete will begin to hold community meetings at various locations within the target neighborhood. Outreach to local churches, recreation centers, libraries, community centers and healthcare providers have already begun. Informational meetings will continue every month until the Charter School opens. At these outreach meetings the Crete CEO will discuss the educational model and program offerings of Crete. We will also be collecting contact information of prospective students and uploading them in our system. Several months prior to opening, we will contact those in our data system and begin the enrollment process.

Upon opening, Crete we will continue outreach to the community in an effort to maintain enrollment, identify new students, inform the community of our programs and support the community when possible.

Prior to the submission of this petition Crete did extensive outreach in the target neighborhood and at the potential school sites, this includes both churches. In addition to the meetings listed above, Crete met with partner organizations and private donors to engage others around our school model. The goal of the meetings was to develop a large referral base so that Crete constantly has organizations advocating on our behalf to refer students. Below is a list of partner organizations that Crete will work with to ensure the success of the school model. Some partnerships are secured, while others are being finalized.

- UMMA Medical Clinic – Confirmed physical, dental, mental support for students and families, in addition to referrals for other services including: prospective student referrals, Medi-Cal enrollment, medical exams, dental referrals, mental health referrals
- Los Angeles Mission/Anne Douglas Center for Women – confirmed prospective student referrals, support services for Crete students and families, program offerings for Mother’s of Crete children dealing with substance abuse, homelessness and other issues; overflow donations of pantry and toiletry items.
- Brotherhood Crusade – confirmed prospective student referrals, youth activities, including a fall and spring soccer program at Mt. Carmel Park, fieldtrips and other programs

- Valley Girls – confirmed partnership for summer leadership workshops for girls, which provides focus groups, leadership development, character building and self-esteem
- Synergy Academy – confirmed partnership for teacher training, summer professional development, sharing of best instructional practices and curriculum support
- LA's Promise – confirmed prospective student referrals TK-6<sup>th</sup>, partnership for LA's Promise Parents workshop trainings for Crete teachers to attend and learn how to teach our parents about the importance of college and breakdown cultural barriers to higher education
- LA Trade Tech – confirmed certificated course offerings onsite at Crete and other trainings and programs based upon the specific needs of Crete parents.
- Wells Fargo – confirmed partnership to provide financial literacy workshops to parents and families at Crete.
- ExEd – confirmed back office support including budget development, personnel and HR support
- Homeless Outreach Program Integrated Care System – pending partnership for referral service for short and long term housing
- University of Southern California – pending partnership for dental exams for students and families at Crete
- UCLA School of Education – pending partnership for recruitment of teachers and staff
- National Geographic Curriculum – confirmed partnership for donation of curricular materials to pilot reading and science program in year 1.
- Waterford Curriculum – confirmed partnership for donation of curricular materials and online reading program to pilot in year 1.
- Butterscotch Memoirs – confirmed partnership for donation of books to school library and reading groups throughout the year.
- St. James African American Methodist Episcopal Los Angeles – confirmed for prospective student referral, use of classroom, office and playground space for the

Charter School.<sup>48</sup>

In addition to these partnerships, Crete attended the Mark Ridley-Thomas Back to School Event, LA Mission's Back to School Event and conducted outreach at Ralph's restaurant at 11922 S. Vermont Avenue, Los Angeles CA 90044.

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<sup>48</sup> This is contingent upon producing COO and appropriate clearances that allow Charter School to occupy the space.

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## **Element 8 – Admission Requirements**

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***“Admission requirements, if applicable.” (Ed. Code § 47605(b)(5)(H).)***

### **DOCUMENTATION OF ADMISSIONS AND ENROLLMENT PROCESSES**

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

### **HOMELESS AND FOSTER YOUTH**

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

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

### **NON-DISCRIMINATION**

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

Charter School shall not request or require submission of a student’s IEP, 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.

## **ADMISSION REQUIREMENTS**

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

1. Student enrollment form
2. Proof of Immunization
3. Home Language Survey
4. Completion of Emergency Medical Information Form
5. Proof of minimum age requirements
6. Release of records
7. Free and Reduced Price Meal Application

Crete Academy is fully committed to serving all students who wish to attend, regardless of socio-economic status, race/ethnicity, academic achievement or special education needs.

## **LOTTERY PREFERENCES AND PROCEDURES**

Applications will be accepted during a publicly advertised open enrollment period each year for enrollment in the following school year. Following the open enrollment period each year, applications shall be counted to determine whether any grade level has received more applications than availability. In the event that this happens, the Charter School will hold a public random drawing, with the exception of existing students, who are guaranteed admission in the following school year. Admission preferences in the case of a public random drawing shall be given to the following students in the following order:

- Students with siblings of currently enrolled at Charter School who reside within the LAUSD boundaries
- Students whose families provided volunteer help in establishing the school (founding families) who reside within LAUSD boundaries (not to exceed 10% of enrollment)
- Children of Crete employees who reside within the LAUSD boundaries (not to exceed 10% of enrollment)
- All other students who reside within the LAUSD district
- Students with siblings of currently enrolled at the charter school who do not reside within the LAUSD boundaries
- Students whose families provided volunteer help in establishing the school (founding families) who do not reside within the LAUSD boundaries (not to exceed 10% of enrollment)
- Children of Crete employees who do not reside within the LAUSD boundaries (not to exceed 10% of enrollment)
- All other students who do not reside within the LAUSD boundaries

The Charter School will comply with the “Founding Parents/Founders Preference” in LAUSD’s Policy for Charter School Authorizing (revised February 7, 2012) for schools established after her revision date.

The open enrollment timeline period will commence at the beginning of the calendar year, with interested families notified to submit a Lottery Application Form. The Open Enrollment is January 15<sup>th</sup> through March 1st. The open enrollment period is from approximately January 15 through approximately March 1, annually. The lottery will occur approximately two weeks after the close of the open enrollment period. Lottery rules and deadlines will be communicated via information distributed with the Lottery Application Form, flyers/posters, and the Charter School website. Public notice will be posted at the Charter School and on the Charter School’s website regarding the date and time of the public drawing once the deadline date has passed (or earlier). Notice will include an explanation that parents/guardians do not need to be present at the lottery, but may attend if they choose to do so. A non-interested volunteer that draws the pupil names and verifies lottery procedures are fairly executed will conduct the lottery. The lottery will be held at the location of the Charter School (or, if prior to securing a facility, at a convenient and accessible location) and is held in the evening on a Monday, to ensure parent and interested parties are able to attend. The lottery will be open to the public.

Application Forms, the manual record of all lottery participants and their assigned lottery numbers, and other lottery-related documents will be physically filed on the Charter School campus, and lottery results and waiting lists will be readily available in the Charter School’s office for inspection upon request. Each applicant’s admissions application will be kept on file for the academic year with his or her assigned lottery number in the school database and on his or her enrollment application.

The Charter School petition is for a five-year-term and therefore, notification of enrollment shall occur within five days of the close of the Open Enrollment. Students and families will be notified by Crete staff of their acceptance to the Charter School via US Mail. Students who are offered spots will be asked to complete an Enrollment Packet within 10 days of receipt of notification of their spot, in order to secure their space. Charter School staff will be available to assist families in completing this paperwork if needed. Upon enrolling at Crete, each family will meet with a Crete staff member to discuss the school’s mission and educational model. This meeting is not a condition to enrollment. At the initial meeting to better understand the student’s and family’s education and health needs is conducted.

Those who apply after the lottery deadline are added to the end of the lottery waitlist in the order they are received. Vacancies that occur during the school year will be filled according to the wait list. When an offer occurs during the school year, families will be contacted by Crete staff, by phone and email, in the order of the wait list and will be given 48 hours to decide whether or not to accept a space at the Charter School; acceptance is communicated by phone or email to Crete staff. In the event that no such wait list exists and where the space is available, the space will be made available to the next interested family at the appropriate grade level.

The waitlist for the current school year remains active until the admissions period commences for the following year. Applications are only valid for the current year. Applicants must reapply for the lottery annually if the Charter School is unable to offer them admission for the current year.

Ongoing outreach will occur throughout the school year, as well as during the enrollment period. Specifically, Crete will visit homeless shelters in downtown Los Angeles to inquire about students of parents who are experiencing homelessness. Participation in public back to school events and community center outreach is a secondary recruitment approach. Additionally, Crete will visit local preschools and daycare centers to discuss the educational program with families. Crete will also visit highly frequented public places such as libraries, grocery stores, churches and other community organizations to deliver presentations to prospective students and families.

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## Element 9 – Annual Financial Audits

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

Charter School shall provide for an annual audit that shall be conducted in compliance with applicable state and federal laws, including but not limited to the requirements of Education Code sections 47605(b)(5)(I) and 41020 as they may be amended from time to time. Charter School shall ensure compliance with the requirements of section 41020(f)(2), which makes it unlawful, absent an Education Audits Appeal Panel waiver, for a public accounting firm to provide audit services to a local educational agency if the lead audit partner, or coordinating audit partner, having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, has performed audit services for that local educational agency in each of the six previous years.

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

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

In addition:

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

### ANNUAL AUDIT PROCEDURES

The Charter School will select an independent auditor through a request for proposal format. The auditor will have, at a minimum, a CPA and educational institution audit experience and approved by the State Controller on its published list as an educational audit provider. The Crete Board of Directors will approve the final selection on an independent auditor through the request for proposal format. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars. The CEO will be responsible for working with the auditor to ensure the process is complete.



The annual audit will be completed and forwarded to the District, the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year by the contracted auditing firm. The Principal is responsible for ensuring that the auditor sends the completed audit to the required agencies by the statutory deadline.

The CEO along with the audit committee of the Board of Directors, if any, will review any audit exceptions or deficiencies and report to the Crete Board of Directors with recommendations on how to resolve them. The process to address and resolve any deficiencies, findings, material weaknesses, or audit exceptions will necessarily depend on the specific nature of the findings. Some findings may be resolved by revising existing policies. Some findings may be resolved by creating new policies. Some findings may be resolved by changing operational or financial practices. The Crete Board of Directors will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law.

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

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## **Element 10 – Suspension and Expulsion Procedures**

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***“The procedures by which pupils can be suspended or expelled.” (Ed. Code § 47605(b)(5)(J).)***

### **GENERAL PROVISIONS**

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

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

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

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

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

### **STUDENTS WITH DISABILITIES**

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

In the case of a student who has an Individualized Education Program (“IEP”), or a student who has a 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 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 504?

#### **NOTIFICATION OF THE DISTRICT**

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

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

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

#### **OUTCOME DATA**

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

#### **REHABILITATION PLANS**

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

### **READMISSION**

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

### **REINSTATEMENT**

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

### **GUN-FREE SCHOOLS ACT**

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

### **SCHOOL CLIMATE AND STUDENT DISCIPLINE SYSTEM**

#### **IN-SCHOOL SUSPENSION**

Crete does not consider suspension and expulsion an effective means of improving student behavior. In situations where students are willing and able to receive remediation for their behavior, Crete will implement strategies to support positive student behavior. Such strategies may include: Restorative Justice counseling, one-on-one conversations and discussions, participation in group counseling, parent/teacher conference, progress monitoring, parent/Principal conference, mentoring and referrals made to outside service providers.

As much as possible, Crete will use restorative justice strategies rather than punitive strategies for discipline. Students who are not a physical danger to themselves or others and are willing to talk through the issues and work with school staff will be allowed to do so, in lieu of being suspended. In such cases, the student will participate in an in-school suspension where they work closely with the Principal and other staff on remediating their behavior. Teachers will assign work and meet with the student during the day to ensure the student is completing their assignments; teachers will follow up with parents will occur as necessary, regarding assigned school work. The maximum number of days of in-school suspension will not exceed two days per incident and five days in one academic year.

Crete offers in-school suspension as a means of reducing time missed from learning for behavioral issues. The same procedures for out-of-school suspension (written notice, parent conference, days of suspension, suspension appeals) and the same grounds/offenses for out-of-school suspension, which are described in this charter will apply to in-school suspension. At Crete, in-school suspension is supervised by an aide or a credentialed teacher. This supervisor is responsible for gathering assignments from the student's teachers of record and providing a small group environment with close supervision and assistance in completing the work. To the extent that some work cannot be duplicated in the smaller environment, students are given an alternative assignment. If a student with an IEP participates in the in-school suspension program, Crete provides any required special education instruction or related services. The maximum number of days for in-school suspensions will not exceed two days per incident and five days in one academic year.

Out-of school suspensions shall occur when the student is a physical danger to themselves or others and in cases where their behavior violates law including, but not limited to sexual assault, selling controlled substances and robbery or extortion.

Students who do not exhibit appropriate school behavior, as defined below and in the Charter School's School Climate and Discipline System and who violate the school's rules and policies may be disciplined. Disciplinary action may include: written or verbal warning, conference with teacher, conference with Principal, loss of participation in school activities or fieldtrips, notice to family, parent conference, home visit, suspension or expulsion. Students who continually engage in inappropriate behavior and violate school policies and expectations will be required to participate in a meeting with school staff and their family. The Principal will prepare documentation of the meeting purpose and goals. This information will be reviewed with the student and their family at the beginning of the meeting. The Principal will discuss specific strategies and supports that the student will receive in order to correct their behavior. The Principal will seek feedback from the student and their family regarding the inappropriate behavior and suggested supports. The Principal will then outline individual student goals and will schedule a date for a follow up meeting with the student and their family. The Principal will also review discipline policies and measures taken for inappropriate school behavior.

Crete staff will enforce the Charter School's policies and procedures equitably to all students. There will be consistency in classroom and whole school discipline so that the school rules

and expectations are clear to students. In addition, staff is trained in diversity and cultural sensitivity and is able to provide a positive, welcoming classroom environment. Staff will work to establish meaningful, trusting relationships with their students. In addition staff will be trained to be sensitive to cultural differences in norms and behaviors, so that they avoid judging student behavior that is different, as inappropriate, and grounds for discipline. The Principal will participate in the same professional development and work to establish positive school climate.

### **GROUND FOR OUT-OF-SCHOOL SUSPENSION AND EXPULSION**

This Element 10: Suspension and Expulsion Procedures Policy ("Policy") has been established in order to promote learning and protect the safety and well-being of all students at the Charter School. In creating this Policy, the Charter School has reviewed Education Code Section 48900 *et seq.*, which describes the noncharter schools' list of offenses and procedures, to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion consistent with material revision requirements if applicable to a particular change.

When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as the Charter School's policy and procedures for student suspension and expulsion. Charter School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Parent/Student Handbook and will clearly describe discipline expectations. Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

Suspended or expelled students shall be excluded from all Charter School and Charter School-related activities unless otherwise agreed by the Charter School and the student's parent/guardian during the period of suspension or expulsion.

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

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including, but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

## **B. Enumerated Offenses**

1. Discretionary Suspension Offenses. Students will not be allowed to participate in in-school suspensions. Cases where suspension shall be considered include those where the pupil:
  - a) Caused, attempted to cause, or threatened to cause physical injury to another person.
  - b) Willfully used force or violence upon the person of another, except self-defense.
  - c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
  - d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
  - e) Committed or attempted to commit robbery or extortion.
  - f) Caused or attempted to cause damage to school property or private property.
  - g) Stole or attempted to steal school property or private property.
  - h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
  - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
  - j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
  - k) Knowingly received stolen school property or private property.
  - l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

- m) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- n) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- p) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- q) Made terroristic threats against school officials and/or school property. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
- r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- s) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.



- t) Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
  - u) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
- 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
    - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
    - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
    - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
    - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
  - 2) "Electronic Act" means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
    - i. A message, text, sound, or image.
    - ii. A post on a social network Internet Website including, but not limited to:
      - (a) Posting to or creating a burn page. A "burn page" means an Internet Website created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
      - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the

purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

(c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

v) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1).

w) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Director or designee's concurrence.

2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:

a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Director or designee's concurrence.

3. Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the pupil:

a) Caused, attempted to cause, or threatened to cause physical injury to another person.

b) Willfully used force or violence upon the person of another, except self-defense.

c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.

- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowingly received stolen school property or private property.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- n) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- p) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or

mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.

- q) Made terroristic threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
  - r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
  - s) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
  - t) Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
  - u) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
- 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
- ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
- iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
- iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

2) "Electronic Act" means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- i. A message, text, sound, or image.
- ii. A post on a social network Internet Website including, but not limited to:
  - (a) Posting to or creating a burn page. A "burn page" means an Internet Website created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
  - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
  - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
- iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- v) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a

crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1).

- w) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Director or designee's concurrence.
4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the pupil:
- a) Possessed, sold, or otherwise furnished any firearm or explosive unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Principal's concurrence.

If it is determined by an Administrative Panel during an expulsion hearing or the Board of Directors in an expulsion appeal that a student has brought a fire arm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

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

Suspensions shall be initiated according to the following procedures:

#### **1. Conference**

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

The conference may be omitted if the Principal or designee<sup>49</sup> determines that an emergency situation exists. An “emergency situation” involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student’s right to return to school for the purpose of a conference. The Principal or designee has authority to suspend a student.<sup>50</sup>

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense. This conference shall be held within two school days of when the student committed the offense, unless the pupil’s parent/guardian waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. The student and parent/guardian will be afforded the opportunity to respond to the allegations prior to the issuance of the suspension. No penalties may be imposed on a pupil for failure of the pupil’s parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil’s parent or guardian at the conference.

## 2. Notice to Parents/Guardians

At the time of the suspension, the Principal or designee<sup>51</sup> shall make a reasonable effort to contact the parent/guardian by telephone or in person when the parent comes to the school. Whenever a student is suspended, the Principal or designee shall notify the parent/guardian in writing of the suspension and the date of return following suspension. This notice shall state the specific offense(s) committed by the student. In addition, the notice shall also state the date and time when the student may return to school. If the Principal or designee wish to ask the parent/guardian to participate in another meeting or phone conference regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

## 3. Suspension Time Limits/Recommendation for Expulsion

Out-of-school suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Suspensions shall not exceed twenty (20) school days in one school year, unless for purposes of adjustment, a pupil enrolls in another regular school, an opportunity school or class, or a continuation education school or class, in which case the total number of school days for which the pupil may be suspended shall not exceed thirty (30) school days in any school year. For

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<sup>49</sup> Designee could be CEO or Program Director

<sup>50</sup> Designee could be CEO or Program Director

<sup>51</sup> Designee could be CEO or Program Director

students with disabilities, suspensions may not exceed ten (!0) days per school year. Upon a recommendation of expulsion by the Principal or Principal's designee<sup>52</sup>, 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 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. The student will receive meaningful access to education during suspension, and will have the opportunity to complete instructional activities missed due to his or her suspension. Suspended students will be able to communicate with designated classrooms teacher(s) or administrator(s) for any questions and for evaluation of work, and shall receive homework assignments and modified instruction through classroom teacher during their suspension and be provided the opportunity to make up any missed exams.. All assignments will be provided by the teacher and available for pick-up or mailed to the child's home. The method in which assignments will be delivered will be decided on a case-by-case basis and prior to the end of the 1<sup>st</sup> day of suspension.

#### **D. Authority to Expel**

A student may be expelled by an Administrative Panel following a hearing before it, and preceded by recommendation from the Principal. The Administrative Panel shall consist of at least three members who are certificated employees and neither a teacher of the pupil or a Board member of the Charter School's governing board. The Charter School's Board will appoint an impartial Administrative Panel. The Administrative Panel may expel any student found to have committed an expellable offense. In cases of discretionary offenses, Additional findings will be used to determine if expulsion is appropriate.

A student and his or her parents may appeal an expulsion decision by the Administrative Panel to the Charter School's Board, which will make the final determination. Following the appeal hearing, the Board will make a final decision based on the information presented at the appeal hearing by the parent(s)/guardian(s) (or student aged 18 or over) and information from the original expulsion hearing.

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

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. The interim placement for students who are suspended pending expulsion hearing and expulsion appeal hearing will be in accordance with the Alternative Educational Placement MOU with the District. The student or their representative shall receive a hearing. Unless postponed for good cause by the Principal, designee, family, or Administrative Panel, the hearing shall be held within thirty (30) school days after the Principal or designee determines that the student has committed an expellable offense and

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<sup>52</sup> Designee could be CEO or Program Director



recommends the student for expulsion.

The Administrative Panel will hold a hearing on the case, and will make a determination whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the student through his or her representative makes a written request for a public hearing no later than three (3) days prior to the hearing.

Written notice of the hearing shall be forwarded by the Principal or designee<sup>53</sup> to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

1. The date, place and time of the expulsion hearing;
2. A statement of the specific facts, charge(s) and offense(s) upon which the proposed expulsion is based;
3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses;
9. A statement that the pupil's parent/guardian may request a postponement of the hearing for good cause;
10. A statement that the parent/guardian can request reasonable accommodations or language support if needed during the hearing.

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

The Charter School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Administrative Panel. Copies of these sworn declarations, redacted to delete the name and identity of the witness, shall be made available to the pupil.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive

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<sup>53</sup> Designee could be CEO or Program Director

five-day notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.

2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the Administrative Panel, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
4. The Administrative Panel may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The Administrative Panel may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The Administrative Panel may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand/area where the witness will be seated during the hearing.
7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The Administrative Panel member presiding over the hearing ("presiding official") shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the hearing during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened

harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.

10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

## **G. Record of Hearing**

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. A copy of the recording is available to the pupil, parent, or guardian with five (5) business days of a written request.

## **H. Presentation of Evidence**

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs, such as but not limited to testimony or documentary evidence of a similar nature as that used in other types of hearings or official proceedings. A determination by the Administrative Panel to expel must be supported by substantial evidence presented at the hearing or in another format that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

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

If the Administrative Panel decides not to expel, the pupil shall immediately be returned to his/her educational program.

## **I. Written Notice to Expel**

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

The Principal or designee<sup>54</sup> shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

## **J. Disciplinary Records**

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the authorizer upon request.

## **K. Right to Appeal**

Parents/Guardians may appeal the expulsion decision of the Administrative Panel by making a written request and submitting it to the Board within fifteen (15) school days of the expulsion decision. The student will be considered suspended until a Board meeting is convened [within thirty (30) days] at which time the parent(s)/guardian(s) (or student aged 18 or over) must attend to present their appeal. Hearing procedures will be substantially similar to those offered during the original hearing. Reasonable accommodations will be made, and language support offered, for students and parents/guardians who wish to appeal. Following the appeal hearing, the Board will make a final decision based on the information presented at the appeal hearing by the parent(s)/guardian(s) (or student aged 18 or over) and information from the original expulsion hearing. The Principal or designee will send written notice to the student or parent/guardian of the Board's decision within seven (7) calendar days of the appeal hearing. The Charter School Board's decision to uphold the administrative panel's decision to expel shall be final. If the Board overturns the expulsion, the pupil shall immediately be returned to his/her educational program.

## **L. Expelled Pupils/Alternative Education**

The Charter School shall work cooperatively with parents/guardians to assist with locating alternative placements during expulsion, including but not limited to assisting parents/guardians with referrals to the school district of residence or County Office of Education. The Charter School shall work cooperatively with parents/guardians as

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<sup>54</sup> Designee could be CEO or Program Director

requested, and in the manner requested, by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion. Within 5 school days of the expulsion, the Charter School shall have a voluntary post-expulsion meeting with parents/guardians in the manner requested to assist with locating alternative placements during expulsion, including in the County or school district of residence.

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## **Element 11 – Employee Retirement Systems**

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

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

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

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

### **CERTIFICATED STAFF MEMBERS**

All classified and certificated employees will be covered by Medicare and Social Security and the school will make the required contributions. Full-time employees may elect to participate in a 403b retirement contribution plan. All withholdings from employees and the Charter School will be forwarded to the employees’ 403(b) account fund.

#### CalSTRS

The Charter School retains the option to elect the California State Teachers’ Retirement System (CalSTRS) coverage at a future date. Contributions will be made at the rate established by the Teacher’s Retirement Board. The Charter School will complete all required documentation (including an amendment to the charter to include the election of CalSTRS) prior to the effective date of coverage and before reporting contributions to CalSTRS.

All classified and certificated employees will be covered by Medicare and Social Security and the school will make the required contributions. Full-time employees may elect to participate in a 403b retirement contribution plan.

## **OTHER STAFF MEMBERS**

All other employees of Crete shall participate in the federal social security program in addition to the 403(b) plan.

## **REPORTING**

Crete will submit all retirement data through LACOE and will comply with all policies and procedures for payroll reporting. The Crete Board of Directors retains the option to consider any other public or private retirement plans and to coordinate such participation with existing programs, as it deems appropriate. The CEO will be responsible for ensuring that appropriate arrangements for the retirement coverage have been made for all employees.

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## Element 12 – Public School Attendance Alternatives

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

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

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

Parents and students will be informed of their public school attendance alternatives during the enrollment process.



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### **Element 13 – Rights of District Employees**

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

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

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## Element 14 – Mandatory Dispute Resolution

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

The staff and governing board members of Charter School agree to resolve any claim, controversy or dispute arising out of or relating to the Charter agreement between the District and Charter School, except any controversy or claim that is in any way related to revocation of this Charter (“Dispute”), pursuant to the terms of this Element 14.

Any Dispute between the District and Charter School 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.

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, 20<sup>th</sup> Floor

Los Angeles, California 90017

Crete Academy

Principal

655 W. 70th Street

Los Angeles, CA 90044

- 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. 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 the Written Response is received by the other party. The Written Response may be tendered by personal delivery, by facsimile, 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 notice if delivered by 5:00p.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.
- 3) If the Dispute cannot be resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Each party shall bear its own attorneys' fees, costs and expenses associated with the mediation. The mediator's fees and the administrative fees of the mediation shall be shared equally among the parties. Mediation proceedings shall commence within 120 days from the date of either party's request for mediation following the Issue Conference. The parties shall mutually agree upon the selection of a mediator to resolve the Dispute. The mediator may be selected from the approved list of mediators prepared by the American Arbitration Association. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.
- 4) 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. Each party shall bear its own attorney's fees, costs and expenses associated with the arbitration. The arbitrator's fees and the administrative fees of the arbitration shall be shared equally among the parties. However, any party who fails or refuses to submit to arbitration as set forth herein shall bear all attorney's fees, costs and expenses incurred by such other party in compelling arbitration of any controversy or claim.

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## **Element 15 – Charter School Closure Procedures**

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

### **REVOCATION OF THE CHARTER**

The District may revoke the Charter if Charter School commits a breach of any provision set forth in a policy related to charter schools adopted by the District Board of Education and/or any provisions set forth in the Charter Schools Act of 1992. The District may revoke the charter of Charter School if the District finds, through a showing of substantial evidence, that Charter School did any of the following:

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

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

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

### **CLOSURE ACTION**

The decision to close Charter School, either by the governing board of Charter School or by the LAUSD Board of Education, must be documented in a “Closure Action”. A Closure Action shall be deemed to have been automatically taken when any of the following occur: the Charter is revoked (subject to the provisions of Education Code section 47607(i)) or non-renewed by the LAUSD Board of Education; the governing board of Charter School votes to close Charter School; or the Charter lapses.

### **CLOSURE PROCEDURES**

The procedures for charter school closure set forth below are guided by *Education Code* sections 47604.32, 47605, and 47607 as well as *California Code of Regulations*, title 5, sections 11962 and 11962.1, and are based on “Charter School Closure Requirements and Recommendations (Revised 08/2009)” posted on the California Department of Education website. All references to “Charter School” apply to Charter School, including its nonprofit corporation and governing board.

### **Designation of Responsible Person(s) and Funding of Closure**

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

### **Notification of Closure Action**

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

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

County Office of Education of the Closure Action, and follow their respective procedures for dissolving contracts and reporting. Charter School shall provide a copy of these notifications and correspondence to the CSD.

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

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

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

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

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

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

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

3. Information on student completion of college entrance requirements, for all high school students affected by the closure

Notification of employees and vendors shall include:

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

Within 30 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, Charter School payroll records, 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 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.

The CEO, Principal and Board will serve as closure agents.

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## **Additional Provisions**

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### **FACILITIES**

#### **District-Owned Facilities**

If Charter School is using District facilities as of the date of the submittal 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.

Notwithstanding any provision of any existing agreement for the use of District facilities, no renewal, extension of the term, material revision, or amendment, of a charter petition shall automatically renew or extend the term of any agreement for the use of District facilities, including but not limited to Proposition 39 agreements. 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. Proposition 39 Single Year Co-Location Use Agreements shall be limited to one (1) school year and expire on the date stated in said instrument.

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 shall not exceed five (5) years or shall be co-terminous with the approved Charter, whichever is shorter. 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 1<sup>st</sup> 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 30<sup>th</sup> 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 school site or facility, Charter School shall provide adequate documentation to the CSD that the 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, or notices issued by the authorized building and safety agency or the District. 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 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] to protect Charter School from claims which may arise from its operations. Each Charter School location shall meet the below insurance requirements individually.

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

The following insurance policies are required:

1. Commercial General Liability, including Fire Legal Liability, coverage of \$5,000,000 per Occurrence and in the Aggregate. The policy shall be endorsed to name the Los Angeles Unified School District and the Board of Education of the City of Los Angeles ("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 \$500,000 per occurrence and \$500,000 general aggregate, with no self-insured retention.
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 \$3,000,000 per occurrence and \$3,000,000 general aggregate.
7. Sexual Molestation and Abuse coverage with minimum limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.
8. Employment Practices Legal Liability coverage with limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
9. Excess/umbrella 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. *The policy shall be endorsed to name the Los Angeles Unified School District and Its Board of Education as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy.*

### **Evidence of Insurance**

Charter School shall furnish to the District's Division of Risk Management and Insurance Services located at 333 S. Beaudry Ave, 28<sup>th</sup> Floor, Los Angeles CA 90017 within 30 days of all new policies inceptions, renewals or changes, certificates or such insurance signed by authorized representatives of the insurance carrier. Certificates shall be endorsed as follows:

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

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

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

### **Hold Harmless/Indemnification Provision**

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

### **FISCAL MATTERS**



### **District Oversight Costs**

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

### **Cash Reserves**

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

### **Third Party Contracts**

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

### **Special Education Revenue Adjustment/Payment for Services**

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

### **Student Body Funds**

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

### **Audit and Inspection of Records**

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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.

### **Internal Fiscal Controls**

Charter School shall develop and maintain sound internal fiscal control policies governing all financial activities.

### **Apportionment Eligibility for Students Over 19 Years of Age**

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

### **Local Control and Accountability Plan**

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

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

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## **ADDENDUM**

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### **District Required Language for Independent Charter School**

#### **Petitions (New and Renewal) and Material Revisions**

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#### **Assurances, Affirmations, and Declarations**

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

- Be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code (hereinafter “Ed. Code”) § 47605(d)(1).)
- Not charge tuition. (Ed. Code § 47605(d)(1).)
- Not discriminate against any pupil on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code. (Ed. Code § 47605(d)(1).)
- Except as provided in Education Code section 47605(d)(2), admission to a charter school shall not be determined according to the place of residence of the pupil, or of his or her parent or legal guardian, within this state, except that an existing public school converting partially or entirely to a charter school under this part shall adopt and maintain a policy giving admission preference to pupils who reside within the former attendance area of that school. (Ed. Code § 47605(d)(1).)
- Admit all pupils who wish to attend Charter School. (Ed. Code § 47605(d)(2)(A).)
- Except for existing pupils of Charter School, determine attendance by a public random drawing if the number of pupils who wish to attend Charter School exceeds Charter School’s capacity. Preference shall be extended to pupils currently attending Charter School and pupils who reside in the Los Angeles Unified School District (also referred to herein as “LAUSD” and “District”). (Ed. Code § 47605(d)(2)(B).)
- If a pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, Charter School shall notify the superintendent of the school district of the pupil’s last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card, and health information. (Ed. Code § 47605(d)(3).)

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

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

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

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## **Element 1 – The Educational Program**

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

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

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

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

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

## **ACADEMIC CALENDAR AND SCHEDULES**

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

## **MATHEMATICS PLACEMENT**

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

## **TRANSITIONAL KINDERGARTEN**

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

## **HIGH SCHOOL EXIT EXAMINATION**

Charter School shall comply with the requirements of Education Code sections 60851.5 and 60851.6.

## **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 (ELs) 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 academic core 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 (on or about October 1), Charter School shall submit a certification to the LAUSD Charter Schools Division (CSD) that certifies that Charter School has adopted and is implementing either the LAUSD English Learner Master Plan *or* Charter School's own English Learner Master Plan. If Charter School chooses to implement its own EL plan, the plan shall include, but is not limited to, the following:

- How English Learners' 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, 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 the requirements of the LAUSD Special Education Local Plan Area ("SELPA") Local Plan for Special Education.



### **SELPA Reorganization**

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

### **Modified Consent Decree Requirements**

All charter schools approved by the LAUSD Board of Education are bound by and must adhere to the terms, conditions and requirements of the *Chanda Smith* Modified Consent Decree (“MCD”) and other court orders imposed upon the District pertaining to special education. The MCD is a consent decree entered in a federal court class action lawsuit initially brought on behalf of students with disabilities in LAUSD. It is an agreement of the parties approved by the federal court and monitored by a court-appointed independent monitor. The MCD includes nineteen statistically measureable outcomes and facilities obligations that the District has to achieve to disengage from the MCD and federal court oversight. All charter schools are required to use the District’s Special Education Policies and Procedures Manual and Welligent, the District-wide web-based software system used for online Individualized Education Programs (“IEPs”) and tracking of related services provided to students during the course of their education.

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

- End of Year Suspension

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

- Statewide Assessment Data

The standard file including District ID.

- Norm day

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

- CBEDS

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

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

- Dropout

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

- Monthly SESAC and Suspension data

- Graduation roster from all charter schools with 12th grade students with disabilities

The MCD requires charter schools to implement the District's integrated student information system, which is currently referred to as My Integrated Student Information System (MiSiS).

MiSiS is a suite of applications which is designed to capture all District student data. All charter schools are required to utilize MiSiS directly or interface with MiSiS via a web based Application Programming Interface (API) in compliance with the requirements of the MCD and applicable timelines. Upon charter school full utilization of MiSiS either directly or via a web based API, the list of required data above will automatically be captured within MiSiS.

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

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

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

### **MEASURABLE GOALS OF THE EDUCATIONAL PROGRAM**

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

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

### **STANDARDIZED TESTING**

Charter School agrees to comply with and adhere to state requirements for participation and administration of all state-mandated tests, including computer-based assessments. Charter School

shall submit and maintain up-to-date and accurate 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.

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## **Element 4 – Governance**

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

### **GENERAL PROVISIONS**

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

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

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

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

### **LEGAL AND POLICY COMPLIANCE**

Charter School shall comply with all applicable federal, state, and local laws and regulations, and District policy as it relates to charter schools, as they may be amended from time to time.

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

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

Charter School and all employees and representatives of Charter School, including members of Charter School's governing board, members of Charter School or governing board committees and councils, Charter School administrators, and managers, shall comply with federal and state laws, nonprofit integrity standards, and LAUSD charter school policy, regarding ethics and conflicts of interest, and shall otherwise enter into all transactions and conduct business with all persons and entities, including related parties, at 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 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 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 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 regulatory or investigative agencies, lawsuits, changes in corporate or legal status (e.g., loss of IRS 501(c)(3) status), or other formal complaints or notices, within one week of receipt of such notices by Charter School. Unless prohibited by law, Charter School shall notify the CSD in writing of any internal investigations within one week of commencing investigation. Charter School shall notify the CSD within 24 hours of any dire emergency or serious threat to the health and safety of students or staff.

### **STUDENT RECORDS**

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

### **PARENT ENGAGEMENT**

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

### **FEDERAL PROGRAM COMPLIANCE**

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

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## **Element 5 – Employee Qualifications**

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

### **EQUAL EMPLOYMENT OPPORTUNITY**

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

### **ESEA/ESSA AND CREDENTIALING REQUIREMENTS**

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



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## **Element 6 – Health and Safety Procedures**

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

### **HEALTH, SAFETY AND EMERGENCY PREPAREDNESS PLAN**

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

If Charter School occupies and/or operates on a District facility, Charter School shall comply with all District health, safety, and emergency procedures and requirements applicable to District facilities and related operations, and shall be subject to inspection by the District’s Facilities Services Division, OEHS, 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, which must include but is not limited to provisions for building and site emergency evacuation and the acquisition and maintenance of adequate onsite emergency supplies. Charter School shall ensure that all staff members receive annual training on Charter School’s health, safety, and emergency procedures, including but not limited to training on bloodborne pathogens, and shall maintain a calendar for, and conduct, emergency response drills for students and staff.

Charter School shall provide all employees, and other persons working on behalf of Charter School who are mandated reporters, with annual training on child abuse detection and reporting, which shall occur within the first six weeks of each school year, or within the first six weeks of a person’s employment if employed after the beginning of the school year, in accordance with the requirements of AB 1432 (2014).

Charter School shall stock and maintain the required number and type of emergency epinephrine auto-injectors onsite and provide training to employee volunteers in the storage and use of the

epinephrine auto-injector as required by Education Code section 49414 and section 4119.2 of the Business and Professions Code, as they may be amended from time to time.

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

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

### **FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)**

Charter School, including its employees and officers, 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.

### **IMMUNIZATION AND HEALTH SCREENING REQUIREMENTS**

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

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

### **SAFE PLACE TO LEARN ACT**

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

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### **Element 7 – Means to Achieve Racial and Ethnic Balance**

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

### **COURT-ORDERED INTEGRATION**

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

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

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

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## **Element 8 – Admission Requirements**

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*"Admission requirements, if applicable."* (Ed. Code § 47605(b)(5)(H).)

### **DOCUMENTATION OF ADMISSIONS AND ENROLLMENT PROCESSES**

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

### **HOMELESS AND FOSTER YOUTH**

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

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

## **NON-DISCRIMINATION**

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

Charter School shall not request or require submission of a student's IEP, 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.

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## **Element 9 – Annual Financial Audits**

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

Charter School shall provide for an annual audit that shall be conducted in compliance with applicable state and federal laws, including but not limited to the requirements of Education Code sections 47605(b)(5)(I) and 41020 as they may be amended from time to time. Charter School shall ensure compliance with the requirements of section 41020(f)(2), which makes it unlawful, absent an Education Audits Appeal Panel waiver, for a public accounting firm to provide audit services to a local educational agency if the lead audit partner, or coordinating audit partner, having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, has performed audit services for that local educational agency in each of the six previous years.

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

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

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

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## **Element 10 – Suspension and Expulsion Procedures**

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*“The procedures by which pupils can be suspended or expelled.” (Ed. Code § 47605(b)(5)(J).)*

### **GENERAL PROVISIONS**

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

and decisions and their due process rights regarding suspension and expulsion, including rights of appeal.

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

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

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

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

### **STUDENTS WITH DISABILITIES**

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

In the case of a student who has an Individualized Education Program ("IEP"), or a student who has a 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 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 504?

### **NOTIFICATION OF THE DISTRICT**

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

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

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



## **OUTCOME DATA**

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

## **REHABILITATION PLANS**

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

## **READMISSION**

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

## **REINSTATEMENT**

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

## **GUN-FREE SCHOOLS ACT**

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

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### **Element 11 – Employee Retirement Systems**

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

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

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

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

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### **Element 12 – Public School Attendance Alternatives**

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

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

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

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### **Element 13 – Rights of District Employees**

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

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

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### **Element 14 – Mandatory Dispute Resolution**

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

The staff and governing board members of Charter School agree to resolve any claim, controversy or dispute arising out of or relating to the Charter agreement between the District and Charter School, except any controversy or claim that is in any way related to revocation of this Charter (“Dispute”), pursuant to the terms of this Element 14.

Any Dispute between the District and Charter School 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.

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, 20<sup>th</sup> Floor  
Los Angeles, California 90017

Director/Principal  
Charter School  
[See Element 14]

- 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. 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 the Written Response is received by the other party. The Written Response may be tendered by personal delivery, by facsimile, 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 notice if delivered by 5:00p.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.

- 3) If the Dispute cannot be resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Each party shall bear its own attorneys' fees, costs and expenses associated with the mediation. The mediator's fees and the administrative fees of the mediation shall be shared equally among the parties. Mediation proceedings shall commence within 120 days from the date of either party's request for mediation following the Issue Conference. The parties shall mutually agree upon the selection of a mediator to resolve the Dispute. The mediator may be selected from the approved list of mediators prepared by the American Arbitration Association. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.
- 4) 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. Each party shall bear its own attorney's fees, costs and expenses associated with the arbitration. The arbitrator's fees and the administrative fees of the arbitration shall be shared equally among the parties. However, any party who fails or refuses to submit to arbitration as set forth herein shall bear all attorney's fees, costs and expenses incurred by such other party in compelling arbitration of any controversy or claim.

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## **Element 15 – Charter School Closure Procedures**

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

### **REVOCATION OF THE CHARTER**

The District may revoke the Charter if Charter School commits a breach of any provision set forth in a policy related to charter schools adopted by the District Board of Education and/or any provisions set forth in the Charter Schools Act of 1992. The District may revoke the charter of

Charter School if the District finds, through a showing of substantial evidence, that Charter School did any of the following:

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

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

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

### **CLOSURE ACTION**

The decision to close Charter School, either by the governing board of Charter School or by the LAUSD Board of Education, must be documented in a “Closure Action”. A Closure Action shall be deemed to have been automatically taken when any of the following occur: the Charter is revoked (subject to the provisions of Education Code section 47607(i)) or non-renewed by the LAUSD Board of Education; the governing board of Charter School votes to close Charter School; or the Charter lapses.

### **CLOSURE PROCEDURES**

The procedures for charter school closure set forth below are guided by *Education Code* sections 47604.32, 47605, and 47607 as well as *California Code of Regulations*, title 5, sections 11962 and 11962.1, and are based on “Charter School Closure Requirements and Recommendations (Revised 08/2009)” posted on the California Department of Education website. All references to “Charter School” apply to Charter School, including its nonprofit corporation and governing board.

### **Designation of Responsible Person(s) and Funding of Closure**

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

### **Notification of Closure Action**

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

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

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

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

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

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

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

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

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

Notification of employees and vendors shall include:

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



Within 30 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, Charter School payroll records, 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 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.

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## **Additional Provisions**

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## **FACILITIES**

### **District-Owned Facilities**

If Charter School is using District facilities as of the date of the submittal 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.

Notwithstanding any provision of any existing agreement for the use of District facilities, no renewal, extension of the term, material revision, or amendment, of a charter petition shall automatically renew or extend the term of any agreement for the use of District facilities, including but not limited to Proposition 39 agreements. 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. Proposition 39 Single Year Co-Location Use Agreements shall be limited to one (1) school year and expire on the date stated in said instrument.

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 shall not exceed five (5) years or shall be co-terminous with the approved Charter, whichever is shorter. 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 1<sup>st</sup> 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 30<sup>th</sup> 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 school site or facility, Charter School shall provide adequate documentation to the CSD that the 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, or notices issued by the authorized building and safety agency or the District. 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 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] to protect Charter School from claims which may arise from its operations. Each Charter School location shall meet the below insurance requirements individually.

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

The following insurance policies are required:

1. Commercial General Liability, including Fire Legal Liability, coverage of \$5,000,000 per Occurrence and in the Aggregate. The policy shall be endorsed to name the Los Angeles Unified School District and the Board of Education of the City of Los Angeles ("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 \$500,000 per occurrence and \$500,000 general aggregate, with no self-insured retention.
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 \$3,000,000 per occurrence and \$3,000,000 general aggregate.
7. Sexual Molestation and Abuse coverage with minimum limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.
8. Employment Practices Legal Liability coverage with limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
9. Excess/umbrella 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. *The policy shall be endorsed to name the Los Angeles Unified School District and Its Board of Education as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy.*

### **Evidence of Insurance**

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

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

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

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

#### **Hold Harmless/Indemnification Provision**

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

#### **FISCAL MATTERS**

##### **District Oversight Costs**

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

### **Cash Reserves**

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

### **Third Party Contracts**

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

### **Special Education Revenue Adjustment/Payment for Services**

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

### **Student Body Funds**

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

### **Audit and Inspection of Records**

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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.

### **Internal Fiscal Controls**

Charter School shall develop and maintain sound internal fiscal control policies governing all financial activities.

### **Apportionment Eligibility for Students Over 19 Years of Age**

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

### **Local Control and Accountability Plan**

In accordance with California Education Code sections 47604.33 and 47606.5, Charter School shall include in its annual update a “listing and description of the expenditures for the fiscal year implementing the specific actions included in the charter as a result of the reviews and assessment required by paragraph (1)” of section 47606.5(a). These expenditures shall be “classified using the California School Accounting Manual pursuant to Section 41010.” (Ed. Code § 47606.5(b).)