



Los Feliz Charter School for the Arts  
Independent Charter

For the term July 1, 2021 – June 30, 2026

September 15, 2020

Submitted by  
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On behalf of Los Feliz Charter School for the Arts'  
Students, Parents, Staff and Board of Directors

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## ASSURANCES, AFFIRMATIONS, AND DECLARATIONS

Los Feliz Charter School for the Arts (also referred to herein as “[LFCSA]” and “Charter School”) shall:

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

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

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

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

## INTRODUCTION

In 2004, a group of parents organized around a common dream: a public school that used a powerful learning model, that would not only benefit their own children, but those of the entire community, for years to come. These 28 Founding Families launched the Los Feliz Charter School for the Arts Elementary school, offering their professional services, organizing the community, and investing a great deal of hands-on work to shape the charter. In 2006, the Los Feliz Charter School for the Arts’ elementary school opened its doors to 120 kindergarten and first grade students at its first temporary site, and eventually moved to its current site in Glassell Park, CA in 2010. In 2018, the organization fulfilled a long-standing goal of expanding into the middle grades, by opening our middle school, Los Feliz Charter Middle School for the Arts. In addition to the opening of the middle school, the organization also expanded to two campuses. We currently operate two private sites that are located in Glassell Park. Our organization’s accomplishment of offering TK-8<sup>th</sup> grade programming and the securing of two campuses close to one another have been strongly valued by our families and staff.

With this charter petition, we have continued to learn and evolve. In this past charter cycles, we have worked on continual improvement of our program, and have identified a few substantial changes for this petition to better serve our students, families, and community.

Furthermore, we have strategically planned for some significant changes to support our organization in this next charter cycle. After the submission of this renewal petition for our elementary school, we will be submitting a material revision to seek approval for a name change, the merging of our schools, and new organizational structure.

The LFCSA Board of Directors has approved a name change that will better support our outreach efforts by making our name more descriptive and accessible. Through a rebranding process, we are pleased to

announce the selection of our new name: *California Creative Learning Academy*. We plan for the change in name to become effective upon the start of our new charter cycle in the 2021-22 school year. The name change is important change for us, since having “Los Feliz” in our name has historically proved to be challenging: It denotes a certain geographical location that we have never been located in; it denotes a certain demographic that does not reflect our current community or outreach goals; and finally, it does not capture the essence of our program. We believe this name change, along with revised mission and vision statements, will significantly help us our outreach efforts. We are pleased to share that our elementary school has a strong Diversity Index<sup>1</sup> score of 49 in 2019, as compared to District’s score of 29. Regardless, we will continue with our outreach efforts and continue to expand the diversity on our campuses.

Second, we have also set the goal of merging the middle school with the elementary school. Doing so will help our organization be more efficient with operations and finances, by reducing the amount of time spent on overseeing two separate local education authorities (e.g. 2 budgets, 2 Local Control and Accountability Plans, 2 oversight visits, etc.). We feel that this merger does not have a significant community impact as both schools are currently in operation, are remaining at their current sites, and will benefit both our organization and the LAUSD by combining operations into one school.

Also, in this past charter cycle we have had the opportunity to work with different organizational structures as we expanded our service to middle school and added the second campus. In our reflections, we have identified the need to create a stronger support for the academic program, by creating two new roles: Chief Academic Officer and Chief Business Officer. This will support the organization’s desire to have a tighter focus on the academic and business aspects of the charter. This separation will allow the leadership team, comprised of the school administrators, to more cleanly manage the organization, and devote more time to their respective areas.

As we look forward towards the next five years, Los Feliz Charter School for the Arts, will continue to provide an alternative educational model for students in the Glassell Park and surrounding communities. We continue to believe that students learn best when presented with learning experiences that include their voice, ideas, and creativity. It is important to note that our educational program is not a performance-based art program, but rather a program that focuses upon a constructivist, arts-integrated, and interdisciplinary curriculum. Although there are other charters and magnet schools in the area, we have and continue to offer a unique educational model.

We continue to be a strong community of learners of both students and adults. We are passionate about our work in engaging children in an inspiring, challenging, and civically active educational experience that embraces learning through the arts, and we are proud to be a contributor to the educational discourse that is occurring with regards to fostering individuals that are creative, engaged, collaborative, and productive citizens.

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<sup>1</sup> The Ethnic Diversity Index is intended to measure how much "diversity" or "variety" a school or district has among the ethnic groups in its student population. More specifically, the Index reflects how evenly distributed these students are among the race/ethnicity categories reported to the California Department of Education. Retrieved from: <https://www.ed-data.org/article/Ethnic-Diversity-Index>

## **ELEMENT 1 – EDUCATIONAL PROGRAM**

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

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

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

### **Local Control Funding Formula (LCFF) and Local Control and Accountability Plan (LCAP)**

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

### **Academic Calendar and Schedules**

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

### **Mathematics Placement**

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

### **Transitional Kindergarten**

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

### **WASC Accreditation**

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

### **English Learners**

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

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

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

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

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

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

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

### **Students with Disabilities**

#### **Federal Law Compliance**

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

#### **Special Education Program**

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

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

#### **SELPA Reorganization**

The Los Angeles Unified School District is approved to operate as a single-District SELPA under the provisions of Education Code section 56195.1(a). As a single-District SELPA, the District has created two charter school sections (District-operated Programs and Charter-operated Programs) under the administration of one single Administrative Unit pursuant to a reorganization plan approved by the Board of Education on January 4, 2011 (149/10-11). Full implementation of the reorganized LAUSD SELPA commenced in the 2013-2014 school year requiring all District-authorized charter schools to elect one of the three options available under the LAUSD SELPA. Prior to an option election, all District-authorized charter schools were required to participate as a school of the District under the District-

Operated Programs Unit. Prior to the beginning of the 2013-2014 school year, all District-authorized charter schools, other than those that had previously executed an Option 3 Memorandum of Understanding (“MOU”), were required to execute a new MOU setting forth the LAUSD SELPA option election for the remainder of the charter petition term. The Charter-operated Program schools do not have LEA status for the purposes of special education but will function in a similar role in that each charter school will be responsible for all special education requirements, including but not limited to services, placement, due process, related services, special education classes, and special education supports. Charter schools that have elected to participate in a District-operated programs option may apply for membership in the Charter-operated Program section of the SELPA. Charter schools accepted for participation in the Charter-operated Programs section receive support from a Special Education Director for the Charter-operated Programs.

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

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

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

General Information

The contact person for Charter School is:	<i>Dr. Linda Lee Executive Director</i>
The contact address for Charter School is:	<i>2709 Media Center Drive Los Angeles, CA 90065</i>
The contact phone number for Charter School is:	<i>323-539-2810</i>
The current address of the Charter School is:	<i>2709 Media Center Drive Los Angeles, CA 90065  3838 Eagle Rock Boulevard Los Angeles, CA 90065</i>
This location is in LAUSD Board District:	<i>5</i>
This location is in LAUSD Local District:	<i>Central</i>
The grade configuration of Charter School is:	<i>TK-5</i>
The number of students in the first year will be:	<i>484</i>
The grade level(s) of the students in 2021-2020 will be:	<i>TK-5</i>

Charter School’s scheduled first day of instruction in 2021-2022 is:	<i>August 16, 2021</i>
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.)	<i>520</i>
The type of instructional calendar (e.g. traditional/year-round, single track/multi-track, extended day/year) will be:	<i>Traditional</i>
The bell schedule for Charter School will be:	<i>M, W, Th, F Staggered: 8:00 a.m.-3:15 p.m. Tu Staggered 8:00 a.m. – 2:15 p.m.</i>
The term of this Charter shall be from:	<i>July 1, 2021 to June 30, 2026</i>

Community Need for Charter School

Los Feliz Charter School for the Arts (LFCSA) serves Transitional Kindergarten through fifth grade students in the Glassell Park/90065 area. LFCSA provides a strong option for families interested in a more creative, hands-on, arts-integrated, social-emotional learning education. LFCSA’s philosophy emphasizes an interdisciplinary approach that brings together the learning objectives of multiple disciplines, including the arts. The arts are valued as a core curriculum and are interconnected with the other disciplines so that the learning experiences and the skills developed in one academic area inform and enrich students’ learning in other disciplines. Additionally, LFCSA’s emphasis on project based learning and civic engagement nurtures the curiosity, confidence, collaborative skills, and innovation that students will need to be successful as 21<sup>st</sup> century learners.

**Academic performance data**

*California Assessment of Student Performance and Progress (CAASPP)*

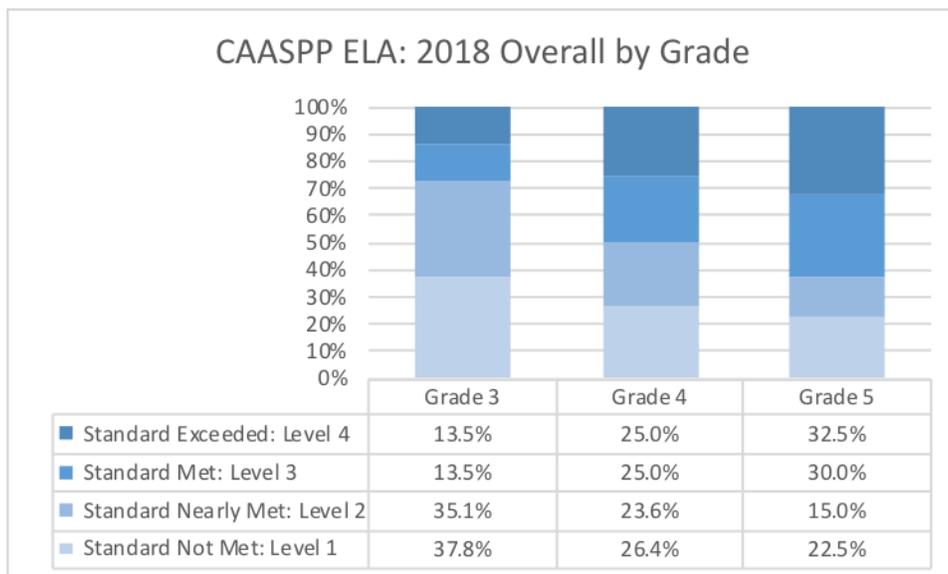
LFCSA students take the Smarter Balanced Summative Assessments for English Language Arts and Mathematics. The scores are represented in four achievement levels: Standard Exceeded; Standard Met; Standard Nearly Met; and Standard Not Met.

It is significant to note that in the 2018-19 school year we had a testing error in two of our third-grade classes, thus impacting 2 out of our 9 classes. Two teachers had intended to administer an Interim Comprehensive Assessment for the students’ first practice session, and accidentally administered the Summative Assessment instead. For this type of administration error, we were given the option to accept the “practice” score or a voided score. We elected to continue with the practice score as the Summative score. Hence, we believe that the scores of the third grade, as well as the overall score, are not reflective of actual student performance in the 2018-19 school year.

For this renewal petition, we had hoped to have had the 2019-20 test scores, which would have given us a better reflection of our students’ achievement. However, the cancelling of State testing due to the COVID19 pandemic has prevented us from having a more accurate and current picture of our data.

*CAASPP English Language Arts: Overall By Grade 2018-19<sup>2</sup>*

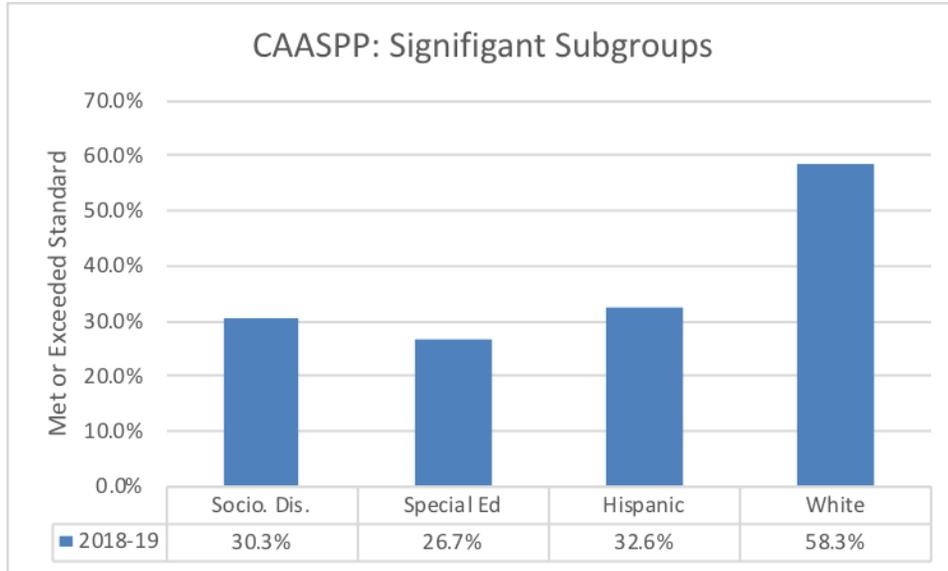
62% of our 5<sup>th</sup> graders, 50% of our 4<sup>th</sup> graders, and 27% of our 3<sup>rd</sup> graders Met or Exceeded Standard. We saw an increase in our 5<sup>th</sup> grades, where in 2017-18 only 55% Met or Exceeded Standard. We saw a sharp decline in our 3<sup>rd</sup> grade test scores, where the previous year’s percentage of Met or Exceeded Standard was 53%. We believe that this gap is partially related to the previously mentioned testing irregularity.



*CAASPP English Language Arts: By Significant Subgroup 2018-19<sup>2</sup>*

Significant Subgroups, with the exception of the White Subgroup, range between 26.7% - 32.5% Met or Exceeded Standard.

<sup>2</sup> CDE Test Results for California’s Assessments. Retrieved from: <https://caaspp-elpac.cde.ca.gov/caaspp/Default>



*CAASPP English Language Arts: Growth Over Time – Socioeconomically Disadvantaged, Special Education, & Hispanic<sup>2</sup>*

We were able to maintain progress with maintaining percentages of proficiency in the cohort of students from 2017-2019, with some improvement for the lowest band from 4<sup>th</sup> grade to 5<sup>th</sup> grade with our Socioeconomically Disadvantaged, Special Education, and LatinX subgroups; and Our LatinX subgroup showed overall growth in Met and Exceeded percentages from 4<sup>th</sup> to 5<sup>th</sup> grade.

Achievement Level Distribution Over Time: Socioeconomically Disadvantaged			
Achievement Level	Grade 3 (2016-17)	Grade 4 (2017-18)	Grade 5 (2018-19)
Mean Scale Score	2397.4	2438.9	2484.0
Standard Exceeded: Level 4	25.00 %	21.43 %	13.33 %
Standard Met: Level 3	14.29 %	10.71 %	20.00 %
Standard Nearly Met: Level 2	25.00 %	25.00 %	33.33 %
Standard Not Met: Level 1	35.71 %	42.86 %	33.33 %

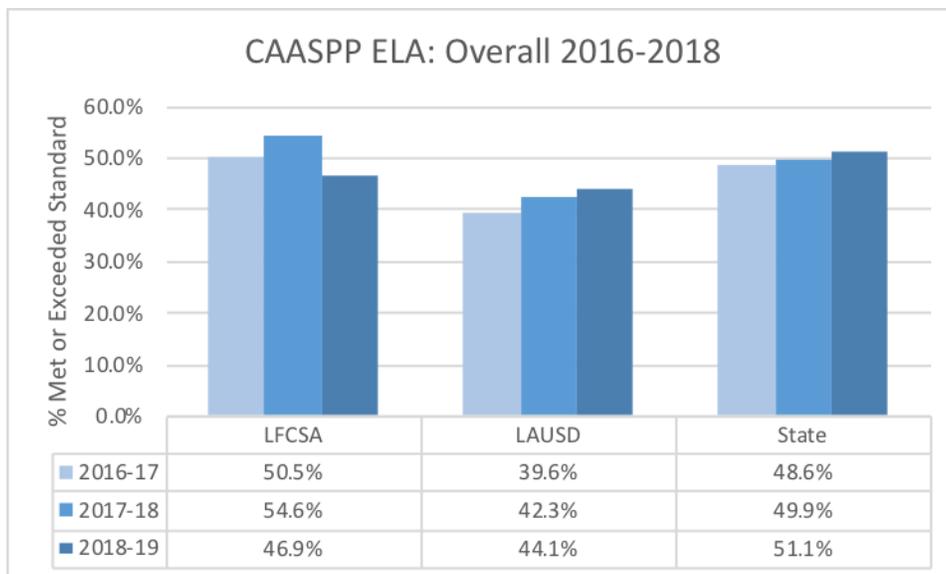
Achievement Level Distribution Over Time: Special Education			
Achievement Level	Grade 3 (2016-17)	Grade 4 (2017-18)	Grade 5 (2018-19)
Mean Scale Score	2348.6	2412.5	2457.7
Standard Exceeded: Level 4	7.69 %	9.09 %	7.69 %
Standard Met: Level 3	15.38 %	27.27 %	15.38 %
Standard Nearly Met: Level 2	23.08 %	0.00 %	30.77 %
Standard Not Met: Level 1	53.86 %	63.64 %	46.15 %

Achievement Level Distribution Over Time: LatinX			
Achievement Level	Grade 3 (2016-17)	Grade 4 (2017-18)	Grade 5 (2018-19)
Mean Scale Score	2378.0	2436.2	2491.9

Achievement Level Distribution Over Time: LatinX			
Achievement Level	Grade 3 (2016-17)	Grade 4 (2017-18)	Grade 5 (2018-19)
Standard Exceeded: Level 4	18.75 %	18.52 %	16.67 %
Standard Met: Level 3	12.50 %	11.11 %	23.33 %
Standard Nearly Met: Level 2	18.75 %	25.93 %	30.00 %
Standard Not Met: Level 1	50.00 %	44.44 %	30.00 %

*CAASPP English Language Arts: Overall 2016-18<sup>2</sup>*

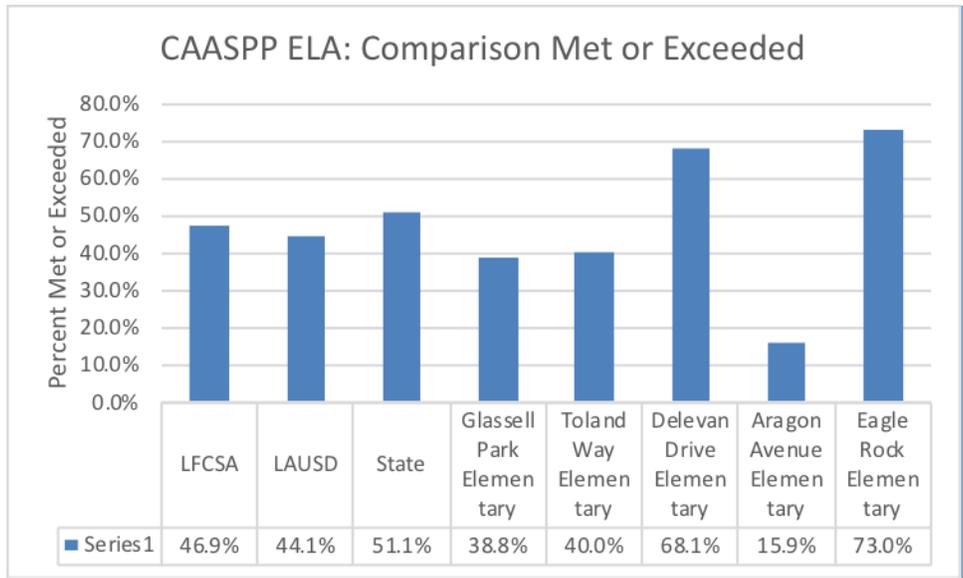
LFCSA's Overall CAASPP English Language Arts (ELA) percentages of Met and Exceeded Standard was 46.9% as compared to LAUSD's 44.1%. In previous years, LFCSA has scored higher than both the District and State.



*CAASPP English Language Arts: Comparison to District, State, & Resident Schools 2018-19<sup>3</sup>*

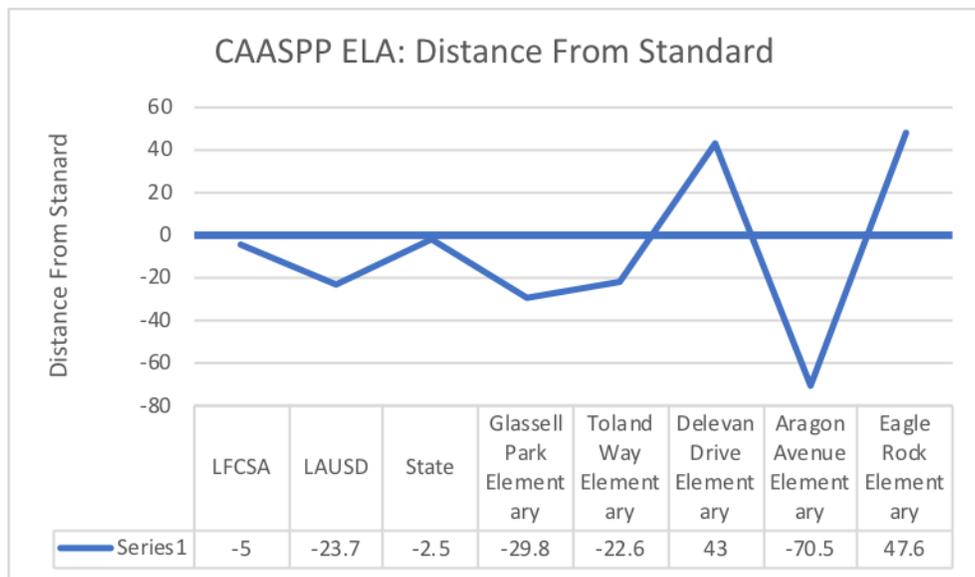
LFCSA in comparison to some of the main resident schools shows mixed results: having higher percentages than Glassell Park, Tolland Way, and Aragon elementary schools; and lower percentages than Delevan Drive and Eagle Rock elementary schools.

<sup>3</sup>LAUSD Oversight Visit: Los Feliz Charter School for the Arts\_4985 Data Set 10092019\_DRAFT.pdf



*CAASPP English Language Arts: Comparisons 2018-19 Met or Exceeded & Distance From Standard<sup>4</sup>*

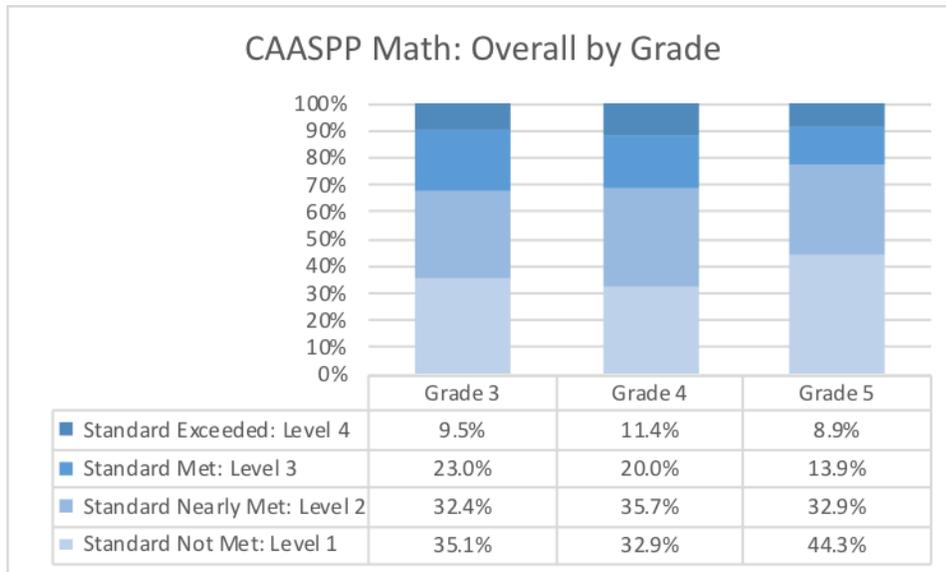
The Distance from Standard" (DFS) is a measurement of how far the average student is from meeting the grade-level standard. The DFS is the main criteria that is used to determine a school's status on CAASPP ELA and Math measures on the California Dashboard. With ELA, LFCSA shows that it is closer to standard than the District overall, Glassell Park, Toland Way, and Aragon.



<sup>4</sup> CA Dashboard: DFS Data Retrieved from: <https://www.caschooldashboard.org/>

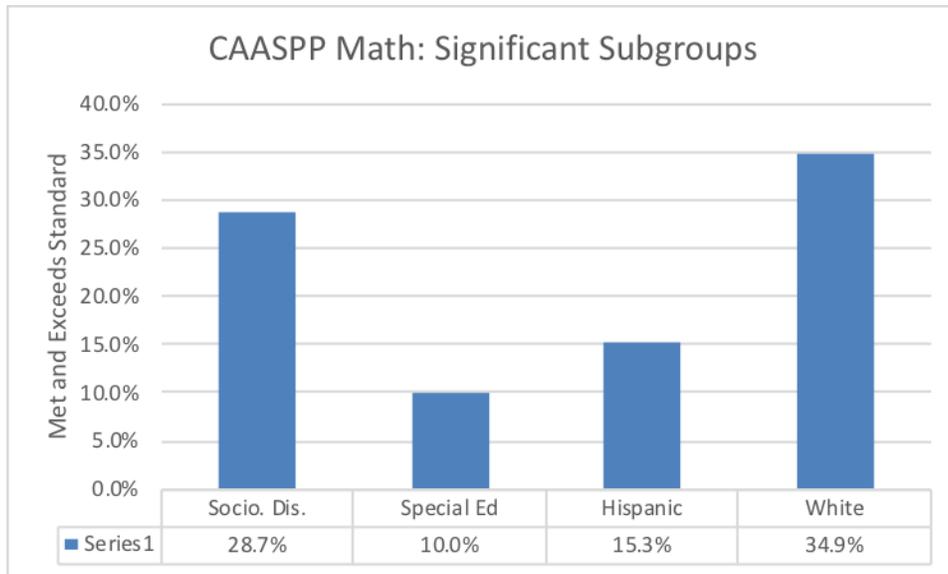
**CAASPP Mathematics: By Grade 2018-19<sup>2</sup>**

23% of our 5<sup>th</sup> graders, 31% of our 4<sup>th</sup> graders, and 32% of our 3<sup>rd</sup> graders Met or Exceeded Standard. Although these percentages did not change significantly from prior year, we did see an improvement from last year where our percentage of *Level 1* students in 3<sup>rd</sup> grade was at 43% and this year we are at 35%.



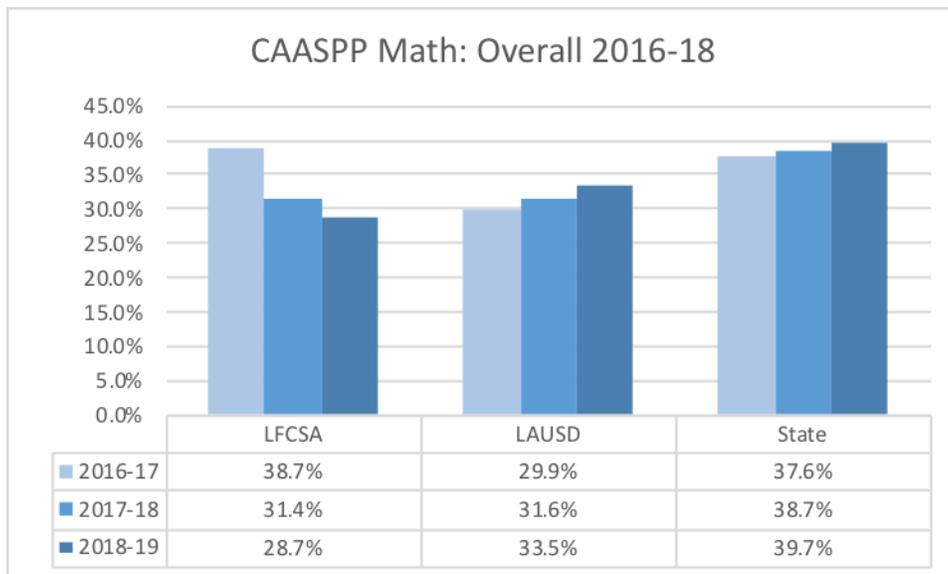
**CAASPP Mathematics: Significant Subgroups 2018-19<sup>2</sup>**

Significant Subgroups, we saw a significant difference between our White & Socioeconomically Disadvantaged subgroups’ performance and that of our Special Education and Hispanic subgroups. Over the years the Special Education subgroup has had higher fluctuations in scores due to its small sample size (i.e. this year there were only 30 students in this group).



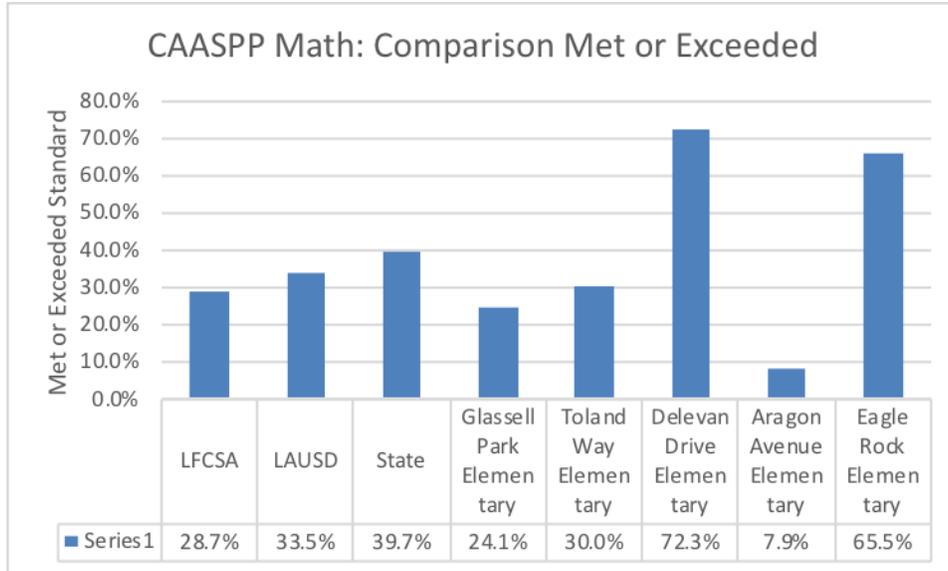
**CAASPP Mathematics: Overall 2016-2018<sup>2</sup>**

LFCSA's Overall CAASPP Mathematics percentages of Met and Exceeded Standard was 28.7%. In previous years, LFCSA had higher percentages in its Overall score. We partially attribute this to the testing irregularity that occurred in 2 of our classes.



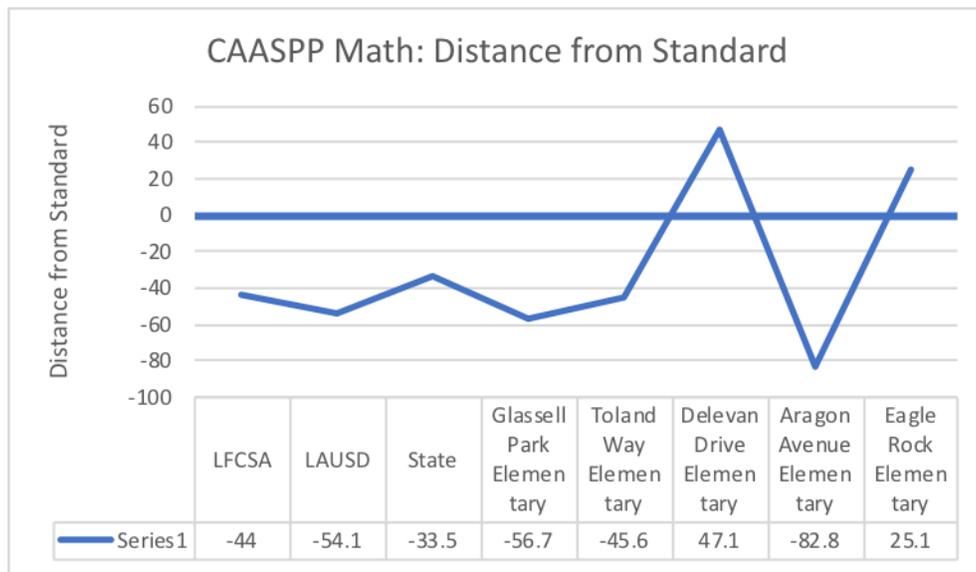
**CAASPP Mathematics: Comparison to District, State, & Resident Schools 2018-19<sup>3</sup>**

LFCSA in comparison to some of the main resident schools shows mixed results: having higher percentages than Glassell Park and Aragon elementary schools; and lower percentages than Toland Way, Delevan Drive and Eagle Rock elementary schools.



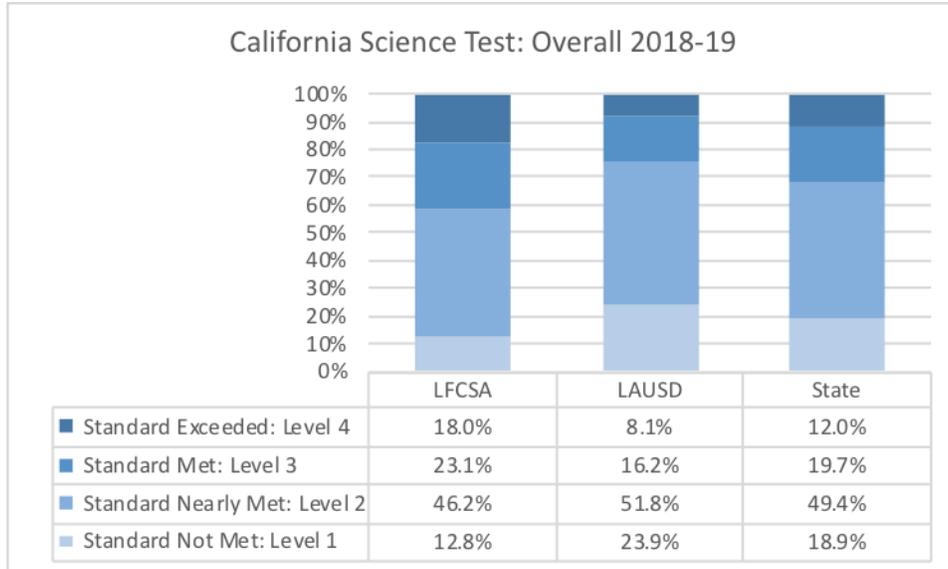
**CAASPP Mathematics: Comparisons 2018-19 Met or Exceeded Standard & Distance From Standard<sup>4</sup>**

The Distance from Standard" (DFS) is a measurement of how far the average student is from meeting the grade-level standard. With math, LFCSA shows that it is closer to standard than the District overall, Glassell Park, Toland Way, and Aragon.



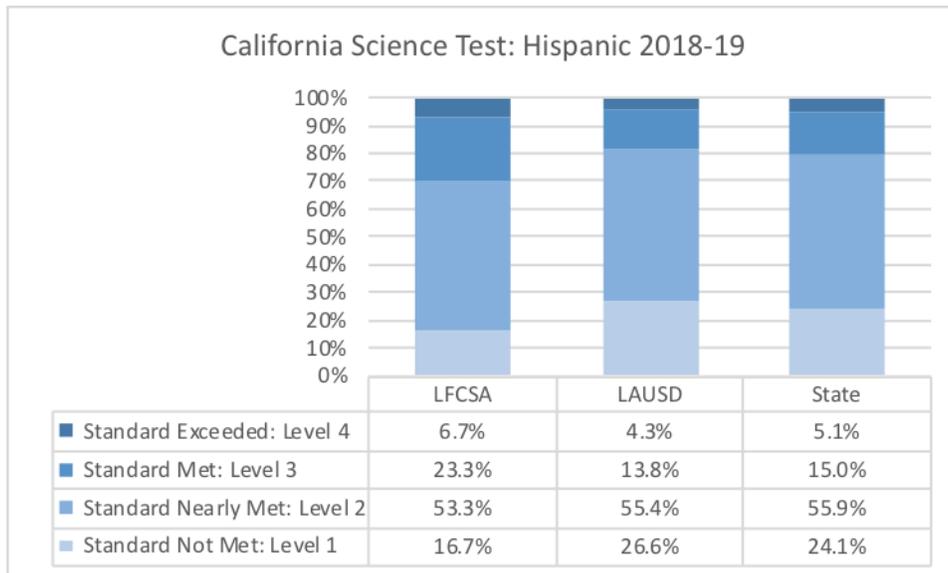
**California Science Test (CAST) 5<sup>th</sup> grade: Overall Comparisons<sup>2</sup>**

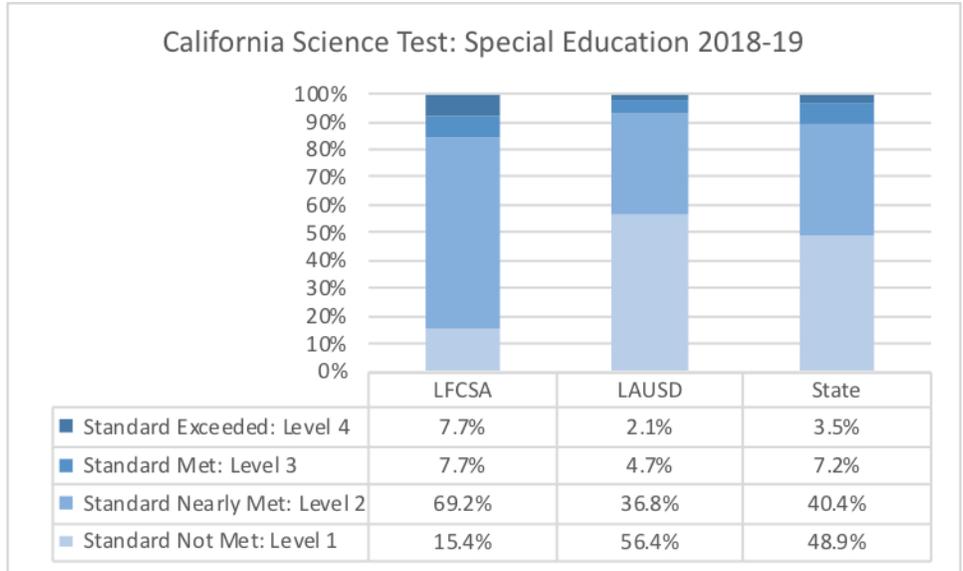
LFCSA students showed 51% of students met or exceeded standard on the California Science Test, as compared with District's 22.8% and States 31%. In addition, for the lowest level of "Standard Not Met" LFCSA's percentage of students in this lowest category was 12.8% as compared with the District's 23% and State's 18.22%



*California Science Test (CAST): Hispanic Subgroup<sup>2</sup>*

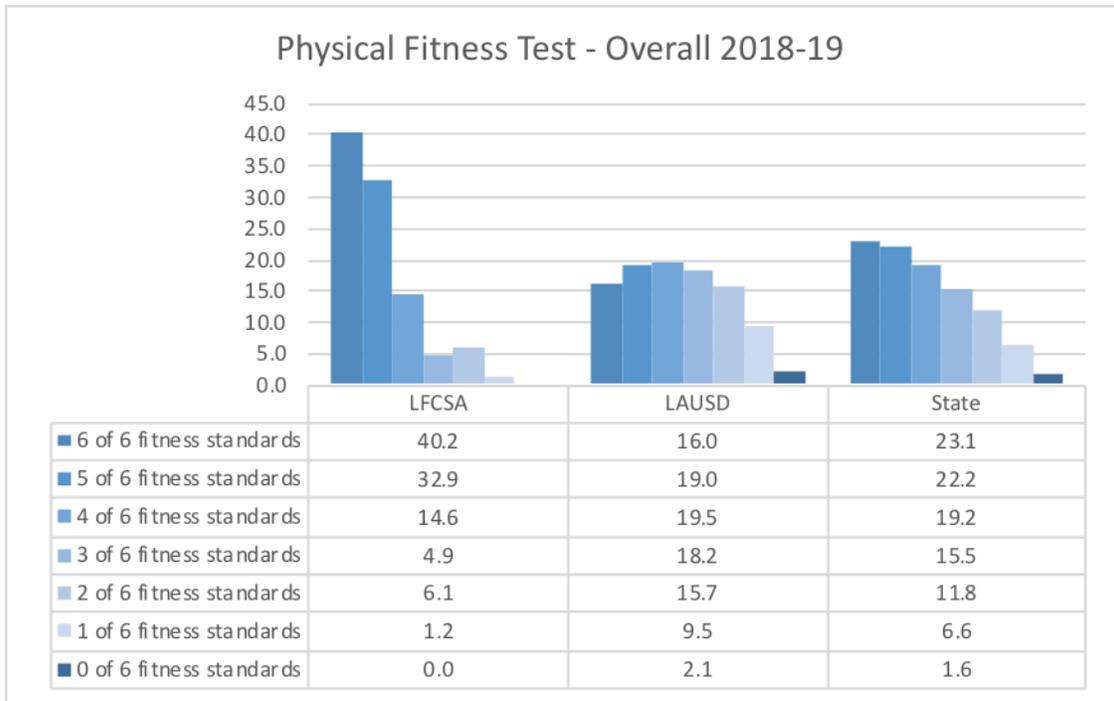
When looking at subgroup performance, LFCSA's Hispanic and Special Education subgroups performed more strongly than the District and State.





**Physical Fitness Test: Overall 2018-19<sup>5</sup>**

Our whole child approach is evidenced in the results of the Physical Fitness Test, where LFCSA 5<sup>th</sup> grade students demonstrated higher percentages in meeting fitness standards comparison groups, where more than 73% of students met “5 of 6” or “6 of 6” fitness standards, as compared to the District’s at 35% and the State’s at 43%



<sup>5</sup> Data Quest California Physical Fitness Test. Retrieved from: <https://data1.cde.ca.gov/dataquest/page2.asp?level=School&subject=FitTest&submit1=Submit>  
 Los Feliz Charter School for the Arts  
 Charter Petition 2021-2026; Submitted September 15, 2020

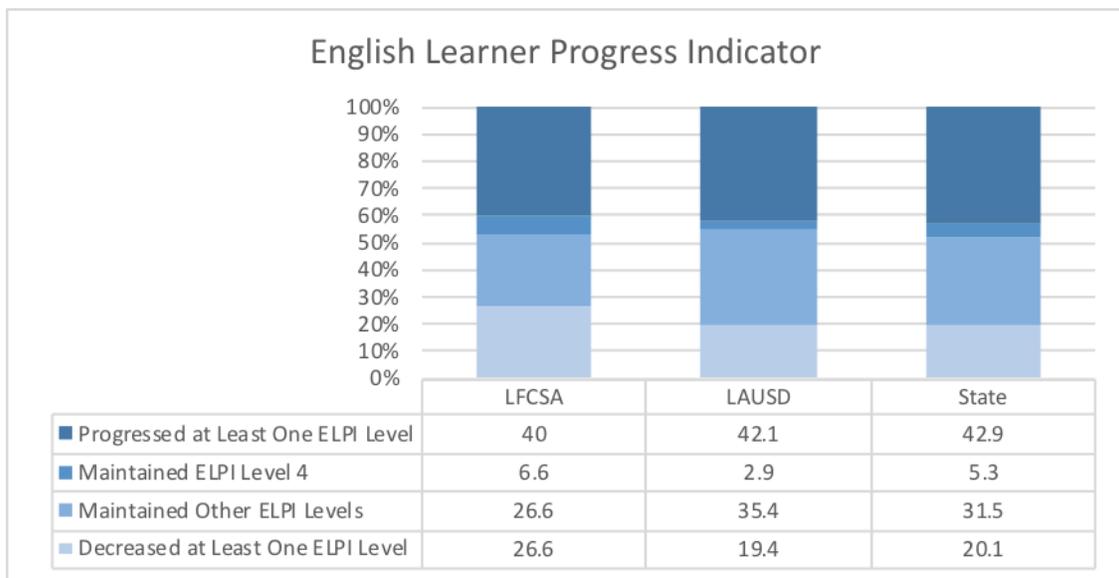
*English Learner Progress*

Below we are sharing English learner progress using the English Learner Progress Indicator (ELPI) and the Summative English Language Proficiency Assessment of California. Because our English Learner subgroup is small, we tend to have higher fluctuations with reclassifications rates given the small sample size. Hence, we believe these the ELPI and Summative ELPAC performance better represent our English Learner progress than Reclassification rates.

*English Learner Progress Indicator<sup>4</sup>*

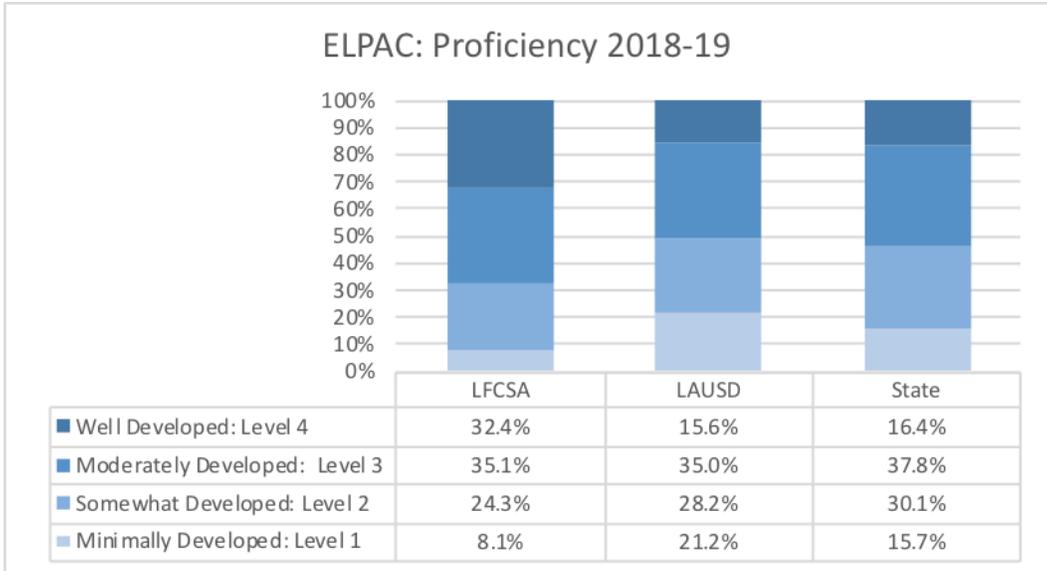
English Learner Progress Indicator (ELPI) shows the percentage of current English Learner students making progress towards English language proficiency in 4 levels: The percentage of current EL students who progressed at least one ELPI level, maintained ELPI level 4, maintained lower ELPI levels (i.e., levels 1, 2L, 2H, 3L, or 3H), or decreased at least one ELPI Level.

In the 2018-19 year, LFCSA had 30 English Learners with 46.7% making progress towards English Language Proficiency, with the District at 45% and the State at 48.3%



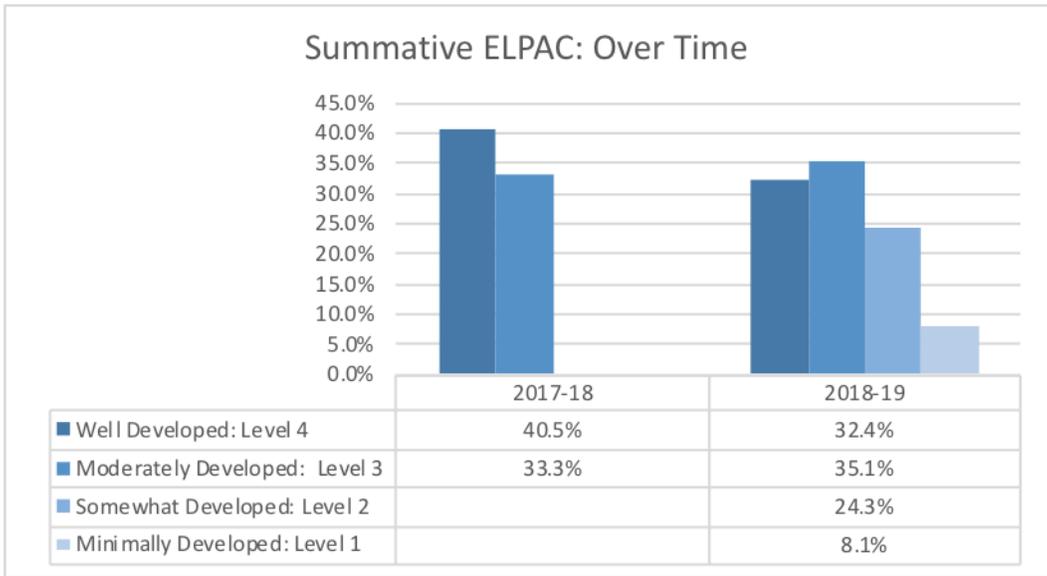
*Summative ELPAC: Overall 2018-19<sup>2</sup>*

The Summative ELPAC is administered annually to students who have been identified as English Learners.



*Summative ELPAC: Over Time<sup>2</sup>*

Note for 2017-18 Levels 1 and Levels 2 do not have data in order to protect student privacy as there were where 10 or fewer students had tested. In 2019-20 we did not administer the ELPAC due to the school closure.



*LAUSD Renewal Data Set*

Per the Charter Schools Division Annual Oversight Data Report, in the 2018-19 year, LFCSA had higher percentages in English Language Arts than the Resident Schools Mean: 46.9% vs. 40.0%. In Mathematics LFCSA had a slightly lower percentage than the Resident School Mean: 28.7% vs. 30.0%

*Annual Oversight Visits*

Our Annual Oversight Visit ratings have remained at proficient for Governance and Fiscal Operations, and has fluctuated in Student Achievement and Operations.

Year	Governance	Student Achievement & Educational Performance	Organizational Management Programs and Operations	Fiscal Operations
2016-17	3	3	3	3
2017-18	3	3	3	3
2018-19	3	2	4	3
2019-20	3	2	3	3

**Success Of The Key Features**

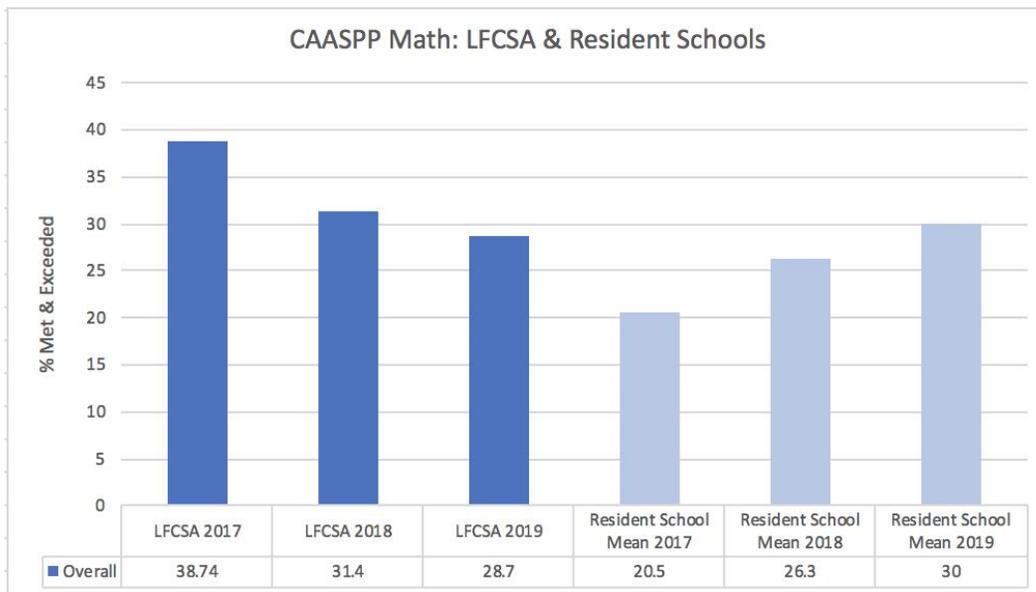
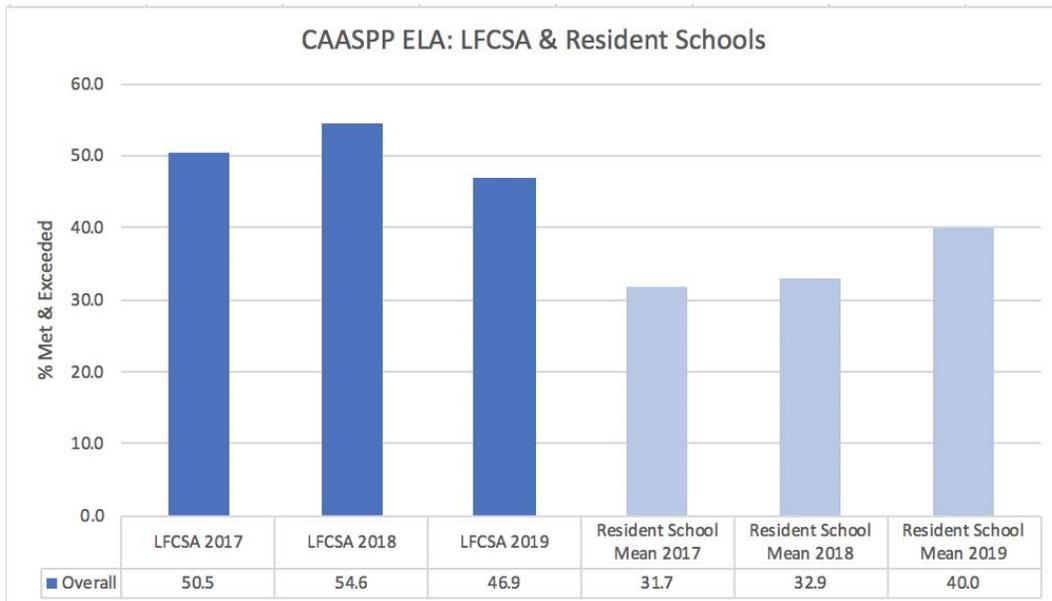
We have generally demonstrated stronger success within our English Language Arts Program using the Readers and Writers Workshop method. Our students’ performance in Science and Physical Education consistently have been higher than the District and State. Although not measured, per our stakeholder feedback, our focus on the development of the whole child, social-emotional learning, using the arts to learn and express, and creating opportunities for civic engagement, continue to be shining points in our program. We want to clearly state that we agree with the importance of the academic accountability measures that are in place, and we also believe in the importance of the “other” skills that are not readily measured on a standardized test.

**Success In Meeting Students’ Needs**

With the majority of our subgroups, progress each year produced mixed results. Part of our challenge is that some of our subgroups are smaller in number, thus statistically there is a higher fluctuation in scores. We will be making a strong push to improve in the area of mathematics across all groups, and last year’s adoption of Context For Learning Mathematics should help teachers with implementing mathematics instruction by unifying the grade level teams and supporting with pacing.

*CAASPP ELA & Math: LFCSA & Resident Schools<sup>3</sup>*

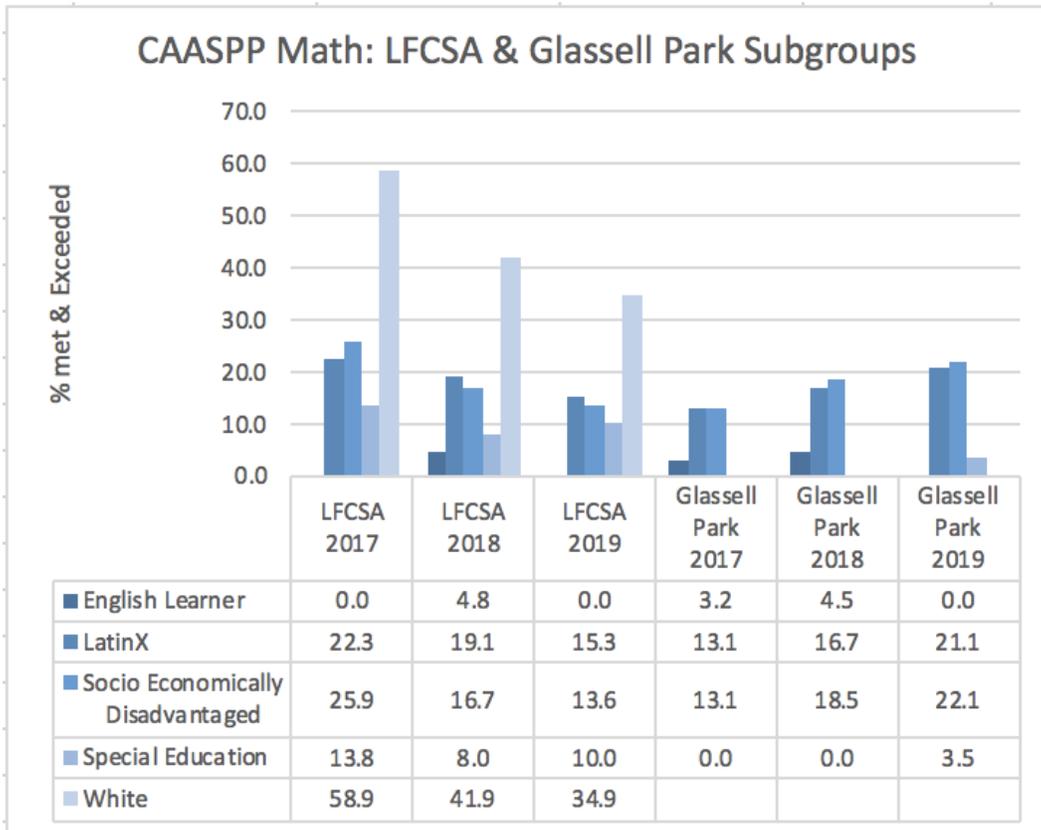
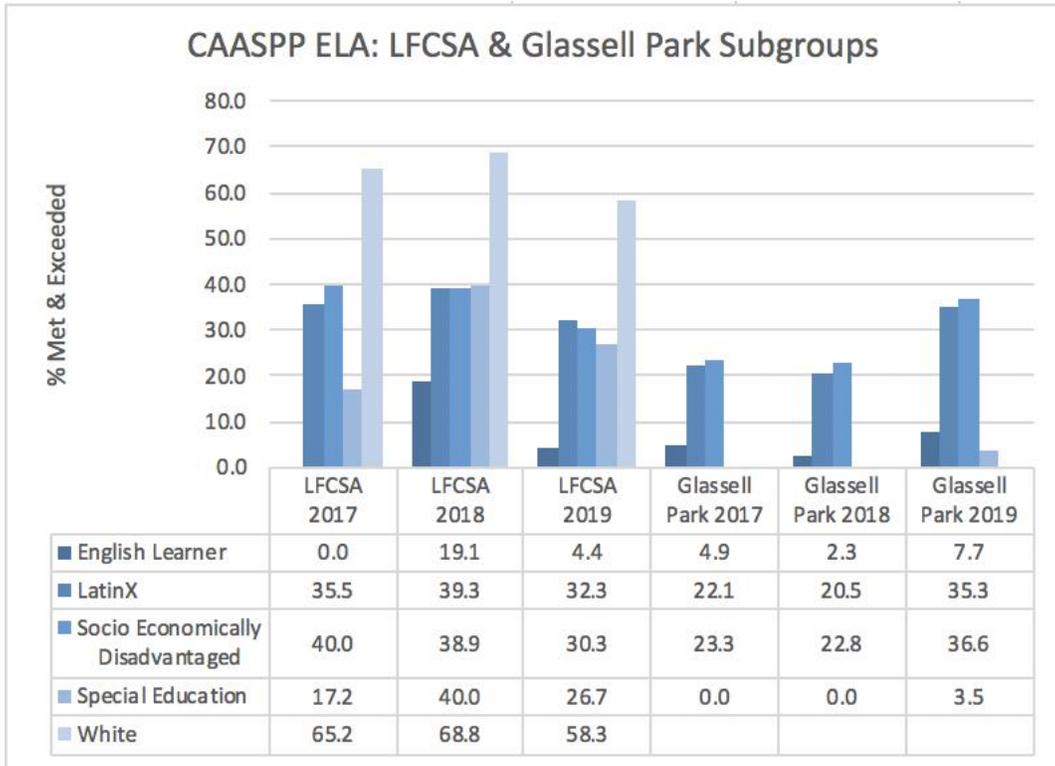
Aside from the 2018-19 school year, our educational program has generally demonstrated success in meeting specific needs of the student population in English Language Arts and Mathematics in comparing LFCSA Overall Met and Exceeds with Resident School Overall Mean. Each year our mean was higher with the exception of math in the 2019 year.



***CAASPP ELA & Math: LFCSA & Resident Schools Subgroups<sup>6</sup>***

Aside from the 2018-19 school year, which we have shared was a challenging year that included a test anomaly, our educational program has demonstrated success in several subgroups in English Language Arts and Mathematics in comparing LFCSA & Glassell Park Elementary Significant Subgroups.

<sup>6</sup> LAUSD Oversight Visit: Los Feliz Charter School for the Arts\_4985 Data Set 10092019\_DRAFT.pdf & CDE Test Results for California's Assessments. Retrieved from: <https://caaspp-elpac.cde.ca.gov/caaspp/Default>



## **Areas of Challenge**

### *Leadership Changes*

In this charter cycle, we have experienced several areas of challenge that have impacted our growth. Particularly, the 2018-19 school year was especially challenging due to our bringing in a new Executive Director and Co-Principal, while also opening a new middle school and opening a new elementary site on a co-location. The onboarding needed for the new leadership team and new programming took time and focus away from the academic program of the elementary school. Significant time was devoted to sharing with the new leadership and implement the first year of the middle school program. We have a strong desire to create an organizational structure that will allow leadership to devote time to the classrooms, hence, as mentioned in the introduction, we will be submitting a material revision to change the organizational structure to create separate administrators for academics and business: Chief Academic Officer and Chief Business Officer

### *Two schools*

The expansion of our organization from one school to two schools was a significant impact on time and resources for the leadership team. The management of two schools has been taxing with the additional compliances (e.g. 2 LCAPs, 2 budgets, 2 School Site Councils, etc.), and because the operational framework for each school is so similar, the work for the most part, feels duplicative. We want to further strengthen the academic program by merging our middle school with our elementary school, effectively turning the school into one TK-8<sup>th</sup> grade program. This would increase the amount of time the leadership team can spend on the academic program as well as further refine our business and operations.

### *Academic Progress Tracking/Verified Data*

We have been utilizing a data and assessment system to create and track student achievement on assessments. In our analysis use of the Basic Phonics Skills Test and Fountas & Pinnell to assess reading levels has produced good correlations with the CAASPP scores. However, with Cognitively Guided Instruction (CGI), there is not an assessment that we have found that can be easily administered and is standardized. We had created school based assessments to track student's trajectory in mathematical reasoning and mathematical practices, but this has not yielded us enough data to determine student readiness for their grade level. We had tried to use the Smarter Balanced Interim Assessments, but the time needed to also hand score the items was significant and took teachers away from planning, creating an unsustainable model.

To address this tracking issue, and the lack of having verified data, beginning this year we are implementing Northwest Evaluation Association's (NWEA) Map Growth Diagnostic Assessment. We are looking forward to having an assessment that produces information on student's achievement and their growth over time. We believe the Rasch Unit (RIT) score reports give teachers multiple ways to understand what students have learned, how to modify instruction to meet their needs, and plan for what student should learn next. The ease by which teachers will have access to data will greatly support their ability to inform and differentiate their instruction.

## Student Population To Be Served

The school currently serves a diverse population of students in the Transitional Kindergarten through 5<sup>th</sup> grades. We have been serving the Glassell Park/90065 area since 2010. Each year we have continually expanded our efforts to change the school's demographics to better mirror the demographics Glassell Park and of the surrounding community (e.g. Highland Park, Atwater, Eagle Rock).

Historically, with our media complex, because it is offset from the main thoroughfare, we have been challenged with not being visibly accessible to the community. With our Eagle Rock campus, with this year being our first year at that site, we the visibility being directly on Eagle Rock Boulevard has helped the community be more aware of our program.

In our previous petition, we had referenced 2010 Census Data, and our community has been changing rapidly. The Per the Census Bureau, the most recent data available for the 90065 area can be found in the 2018: American Community Survey 5-year Estimates. Their tables indicate the following for our zip code<sup>7</sup>:

Total Population	47,887
Households	15,337
Percentage of children under 18 in households	20.4
Median Income	\$63,147
Poverty Status in last 12 months	15.7%
Poverty Status of families with children under 18	19.3%
Limited English Speaking Households	12.4%
Education: Less than Highschool graduate	18.0%
White	52.5%
Hispanic/Latino of any race	59.5%
Asian	16.7
African American	2.1
American Indian and Alaskan Native	1.4
Native Hawaiian and other Pacific Islander	0.0
Two or More Races	4.2%

Having LFCSA in the community directly supports the intent of the Charter Schools Act by offering a program that improves pupil learning, increases opportunities for expanded learning experiences with innovative teaching methods, honors the professional and artistic skills of teachers to create curriculum that is responsive to their students, and provides parents with choice. Although the Charter Schools Act also seeks to spur competition in the system, LFCSA, in its vision, strives to share its best practices through collaboration, and hopes to share best practices with other programs.

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<sup>7</sup> <https://data.census.gov/cedsci/all?q=90065> Retrieved 08/2020

## Demographic Changes: 2016-2020

### *Socioeconomically Disadvantaged*

In 2nd charter renewal, we had changed our lottery preferences to give weight to students that qualified for the National School Lunch Program. Data from that cycle indicated the school's most significant with an increase from 8.9% to 39.5%. In this past charter cycle, we have ranged between 35.7% and 41.5%. We continually evaluate and revise our Outreach Plan, and have targeted specific locations and activities to help increase our percentages, however our neighborhood is gentrifying, as evidence by the American Community Surveys<sup>8</sup>, where in 2014 46.8% of household incomes were under \$50,000, and in 2018 40.9% of households were under \$50,000. This reduction can be attributed to the increasing cost of rentals and housing in our area.

Socioeconomically Disadvantaged	
Year	%
2016-17	36.8%
2017-18	41.2%
2018-19	41.5%
2019-20	35.7%

### *English Learners*

Our percentage of English Learners continues to be relatively low compared to many schools in the local area. We continue to work at increasing their percentage of English Learners by increasing our distribution of bilingual literature about the school, visiting local schools, maintaining an active presence in the community, and partnering with local schools and community groups on projects and initiatives. We have created a bilingual outreach team as well as bringing on a Board member with community organizing expertise. Like our challenge with increasing our socioeconomically disadvantaged percentages, the Glassell Park area has been changing and there is a smaller percentage of English Learners in the community. According to the American Community Survey<sup>9</sup>, in 2018 only 4.4% of households were identified as "Limited English Speaking Households." \*Note: The data listed for the 2019-20 school year is pulled from our CALPADS 8.1 Report we reclassified 4 students last year out of 31 English learners.

English Learners	
Year	%
2016-17	8.2%
2017-18	9.3%
2018-19	8.7%
2019-20	7.2%

<sup>8</sup> American Community Survey 2014 & 2018: ACS 1-Year Estimates Tables: Household Income  
<https://data.census.gov/cedsci/table?q=glassell%20park%20income&tid=ACST1Y2014.S1901&hidePreview=false>

<sup>9</sup> American Community Survey 2018: ACS 1-Year Estimates Tables: Limited English Speaking Households  
<https://data.census.gov/cedsci/table?q=glassell%20park%20languages&tid=ACST1Y2018.S1602&hidePreview=false>

English Learners: Reclassified	
Year	%
2016-17	31.8%
2017-18	7.3%
2018-19	6.8%
2019-20	12.9%*

### *Special Education*

We had been increasing in our Special Education percentages most years. However, due to the COVID-19 pandemic, we saw decline in our Special Education percentage in 2019-20 because we were not able to conduct initial assessments in our last trimester.

Special Education	
Year	%
2016-17	10.1%
2017-18	9.1%
2018-19	11.3%
2019-20	8.1%

### *Major Ethnicities*

Our major ethnic groups have remained relatively consistent over time with a difference of less than 2% for most subgroups.

Academic Year	African American	American Indian or Alaska Native	Asian	Filipino	Hispanic or Latino	White	Two or More Races
2016-17	4.20%	0.20%	1.80%	1.00%	39.80%	41.90%	10.90%
2017-18	3.40%	0.00%	1.70%	1.10%	36.10%	46.30%	11.30%
2018-19	2.20%	0.40%	2.20%	1.50%	37.80%	45.60%	10.30%
2019-20	2.50%	0.70%	2.30%	1.90%	37.50%	44.00%	10.00%

In an effort to continue increasing the socio-economic and ethnic diversity, we have an Outreach Plan and have added a new position, a Community Engagement Manager. More details on the Outreach Plan and Recruitment Framework can be found in Element 7. In addition, the LFCSA organization continues to create partnerships with local leaders in the region to help publicize the school and what we offer to the community. Our intent is to continue to reach out to families in the area to ensure that we are meeting the needs of the local community, and to the educational community to share and collaborate on curriculum and art-integration.

### Enrollment rollout plan

Our operational capacity for our elementary school is 520 students. We project the following enrollment for the elementary school:

Enrollment / Roll-Out Plan					
Grade	2021-22	2022-23	2023-24	2024-25	2025-26
K (incl. TK)	100	100	100	105	110
1	81	82	82	82	82
2	78	82	82	82	82
3	72	78	82	82	82
4	72	75	78	82	82
5	81	75	75	78	82
<b>Total</b>	<b>484</b>	<b>492</b>	<b>499</b>	<b>511</b>	<b>520</b>

### Goals and Philosophy

For this charter cycle, we have revised our Mission, Vision, and Core Values to more accurately reflect our current work and our aspirations. The changes were informed by our rebranding process, in which we held several surveys and nearly a dozen focus group meetings to glean what our stakeholders believe we represent, and where we set our sights to next. Overall more than 400 students, parents, staff, alumni, and community members participated.

These new statements are better match the needs for the targeted student population and align with the educational program because they more accurately represent our focus on helping our students build 21<sup>st</sup> century skills, supports them with creative and divergent thinking, prepares them to be adaptable and resilient learners for the work force, and fosters their ability to see their interrelationship with others and the world around them.

### **Mission**

Transform our world and ourselves through inquiry, innovation, and interconnectedness.

### **Vision**

To champion an education for all that embraces the power of possibility through holistic learning, authentic experiences, and the agency to effect social change.

### **Core Values We Hold**

- Interconnectedness
- Equity
- Stewardship
- Mindfulness
- Curiosity

## **What It Means To Be An Educated Person In The 21<sup>st</sup> Century**

In the 21<sup>st</sup> century, we find that the world is changing at a rapid rate, with more information, more communication, and more interconnections in than ever before. In order to be an educated and productive citizen, a person needs to possess characteristics that promote life-long learning such as, perseverance, creativity, flexibility, resilience, reflection, collaboration and determination. In developing the individual, society benefits by having a richer and more diverse population from which ideas and innovations evolve.

Previously, education addressed the needs of the “Industrial Age” which was characterized by teaching and learning prescribed sets of facts, and of gathering the necessary information to be productive in adulthood. Currently, in the “Information Age,” facts, figures, and information of all types are readily available. Today’s educated person needs to utilize higher order thinking skills to discern what information is needed for a given situation, determine where to get it, and know what to do with it.

Furthermore, as a member of a diverse society, a person must be committed to understanding, respecting, and promoting acceptance of the differences and similarities of individuals and other groups. One must be able to solve problems through collaboration and communication, using skills that allow them to adapt to changing environments and diverse populations. We work to foster students’ ability to build bridges and foster collaboration over larger distances, and understand robust and complex perspectives. At LFCSA, it is our charge to inspire such individuals.

We continue to advance our work in integrating technology within our curriculum by creating interdisciplinary projects that also integrate technology. More importantly, how we utilize technology avoids computer-centric game-like programs to and favors student-controlled tools. Our focus is to ensure that students utilize technology as a tool that allows them to create, research, publish, and edit media, and present learning.

The educational goals of Los Feliz Charter School for the Arts are inevitably tied to our collective definition of an “educated person in the 21<sup>st</sup> century.” Our understanding of this concept guides the criteria for the curricula and helps determine how we chose to evaluate student work. According to our definition, the educated person in the 21<sup>st</sup> century:

**Questions** the world around them, taking into account different sources of information and the basis of differing opinions. They examine that which is given and that which is possible.

**Communicates** clearly, honestly, respectfully with the world, through multiple means of expression.

**Respects** oneself, others, and the environment we share. They have developed a sense of justice, integrity, and responsibility, with a healthy regard for truth and learning.

**Pursues Knowledge** of the surrounding world: nature, geography, languages, religion and culture; and knowledge of oneself: personal interests, needs, strengths and weaknesses; continuing that pursuit in order to effectively and empathetically navigate through life’s big and small challenges.

**Pursues Balance** in life between leadership and cooperation. Matches responsibility of self and of service to others; and, compliments self-confident actions with self-improvement efforts.

**Challenges** oneself, in mind, body and spirit, to see beyond their own individual needs. Pushing past the familiar in order to develop one’s best skills and inspire those around to do the same.

**Achieves** their potential: intellectually, artistically, athletically and morally.

Helping students develop these characteristics for learning will both foster and strengthen our students’ ability to learn the English and math knowledge and skills needed to qualify for and succeed in their chosen college or career. Many of the characteristics, in our definition of how an educated person in the 21<sup>st</sup> century learns, support students’ college readiness, where they are developing the learning habits that are necessary to be successful in meeting A–G coursework, honors and Advanced Placement courses, and help lead to likely success in their postsecondary education. They are also aligned with California Department of Education’s Standards for Career Ready Practice, which are woven through the grade levels with cross-disciplinary literacy expectations. Beyond academics, they support the acquisition of other skills students need to succeed outside the classroom, things like: communicating ideas effectively, responsible use of technology, ability to inquire and research, and more.

### **How Learning Best Occurs**

As we consider how to educate our students, it is imperative that we not only explore the many theories of learning; but also use that exploration to push the classroom experience forward and create the “educated person of the 21<sup>st</sup> Century.” LFCSA pulls from an extensive scientific research base that incorporates a wide range of disciplines and perspectives: constructivist learning theory; theory of multiple intelligences; balanced literacy, English language acquisition; social emotional learning, project-based learning, interdisciplinary curriculum, the role of the arts in learning and authentic assessment. These theories, though applicable for all students, are especially suitable for serving the needs of English Learner, Socioeconomically Disadvantaged, and Special Education students. Students are supported with opportunities for engagement using multiple modalities, peer support, collaborative learning strategies, hands-on learning, and access through differentiation.

LFCSA draws from these learning concepts in order to create a comprehensive learning program that will achieve the most dynamic educational environment. The following information framed our thinking as we developed our curricular program:

### **Learners Learn What Matters To Them**

In line with the research of Jean Piaget<sup>10</sup> and the Constructivist theory of learning, children choose how to construct their “mental models.” This choice by the student is what really matters. By developing an environment that provides each student with the opportunity to discover personal interest in a subject, it ensures the most significant learning occurs.

### **Learners Learn Deeply Through The Arts**

Research<sup>11</sup> has shown that the arts can be an effective vehicle for developing skills and habits that will benefit students throughout their academic, professional and personal lives. Arts education has been shown to improve the ability to approach all subjects more analytically and creatively, eliciting higher levels of engagement in classroom learning and therefore increased academic achievement.

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<sup>10</sup> Wadsworth, B. J. (1989). *Piaget’s theory of cognitive and affective development: Foundations of constructivism*. Longman Publishing.

<sup>11</sup> Winslow, L. (1949). *The integrated school art program*. New York, NY: McGraw-Hill. Eisner, E. (2004). What education can learn from the arts. *International Journal of Education & the Arts*, 5(4), 1-13. Retrieved from <http://www.ijea.org/v5n4/index.html>

### ***Learners Construct Meaning for Themselves***

The constructivist theory holds that students learn when their existing set of beliefs, theories and perceptions are challenged through conversation, hands-on activities or experiential activities. Arts-integrated instruction, combined with a *constructivist approach*, blend together to create an inventive learning structure where students expand innate knowledge about subjects, and compose new meanings that impact them individually.

### ***Learners Use Multiple Intelligences***

Learners must have access to several modalities to discover and enhance their learning. Howard Gardner's *Theory of Multiple Intelligences*<sup>12</sup> reminds us to incorporate all learning styles into instruction, as well as assessment for the students. An effective curriculum expands children's multiple intelligence – their artistic, social, verbal, math, intuitive and logical thinking strategies.

### ***Learners Use Content Knowledge And Skills as Tools to Learn More***

Intellectual tools that will serve students for a lifetime should be developed through rich, cross-disciplinary<sup>13</sup> research with a focus on a theme.

### ***Learners Use The World As Their Laboratory***

It is important for students to understand and appreciate their community. By exploring resources outside the classroom and inviting outside experts to share information, children come to recognize the entire world as their classroom.

### ***Learners Explore Their Learning Over Multiple Drafts***

Students explore, refine and elaborate their meanings, which they construct over multiple drafts and express their evolving understandings through a variety of presentational formats, which may include art, dance, drama and music as well as oral and written language.

### ***Learners Never Stop Learning***

The measure of true learning is not the recall of old material; but new questions addressing new possibilities, leading the learner into new realms of exploration. It is important to end not only with the question, "What did you learn?" but also "What will you learn next?"

These learner concepts, in tandem with LFCSA's 21<sup>st</sup> century educated person characteristics (e.g. questions, communicates, pursues knowledge, etc.), help our students become and remain self-motivated, competent, and lifelong learners.

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<sup>12</sup> Gardner, H. (1992). *Multiple intelligences* (Vol. 5, p. 56). Minnesota Center for Arts Education.

<sup>13</sup> Jacobs, H. H. (1991). Planning for curriculum integration. *Educational leadership*, 49(2), 27-28.

Local Control Funding Formula State Priorities

LCFF STATE PRIORITIES						
GOAL #1						
All students will achieve proficiency in English Language Arts and Mathematics	Related State Priorities: <input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 4 <input checked="" type="checkbox"/> 7 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 5 <input type="checkbox"/> 8 <input type="checkbox"/> 3 <input type="checkbox"/> 6					
	Local Priorities: <input checked="" type="checkbox"/> : LFCSA Mission & Vision <input type="checkbox"/> :					
Specific Annual Actions to Achieve Goal						
<ul style="list-style-type: none"> <li>• Conduct ongoing review of academic achievement data in order to (1) improve and refine comprehensive and consistent delivery of high-quality standards- based program for all students, including ELs, low income students and foster youth (2) set internal baseline performance targets, and (3) design and deliver appropriate professional development to ensure differentiation and access to learning.</li> <li>• Provide or obtain training opportunities for certificated staff on Common Core mathematics instruction, including lesson design and delivery, with a focus on students use of mathematical practices.</li> <li>• Continue to deepen work in arts integration with the core.</li> <li>• Teachers are assigned and fully credentialed for the students they are teaching resources.</li> </ul>						
Expected Annual Measurable Outcomes						
<p><b>Outcome #1:</b> The "Distance from Standard" measures how far the average student is from meeting the grade-level standard. The school will annually increase its Distance from Standard (DFS)<sup>14</sup> if above standard and decrease its DFS if below standard for students proficiency levels in English Language Arts for "Overall Students" and significant subgroups<sup>15</sup>.</p> <p><b>Metric/Method for Measuring:</b> The DFS as calculated by students' proficiency level on the CAASPP English Language Arts assessment.</p>						
APPLICABLE STUDENT GROUPS	Baseline 2018-2019	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
All Students (Schoolwide)	-5	-4	-1	2	5	8
English Learners	-66.5	-62.5	-58.5	-53	-49	-45
Socioeconomic. Disadv./Low Income Students	-34.7	-32	-30	-28	-26	-24
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	-31.7	-30	-28	-26	-24	-22
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*

<sup>14</sup> California Department of Education: Academic Performance Calculation. Retrieved from: <https://www.cde.ca.gov/ta/ac/cm/acadindcal.asp>

<sup>15</sup> "\*" Represents a subgroup that is not numerically significant at this time.

White Students	17.5	19	21	23	25	27
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**Outcome #2:** The school will annually increase its Distance from Standard (DFS) if above standard and decrease its DFS if below standard for students proficiency levels in Mathematics for “Overall Students” and significant subgroups.

**Metric/Method for Measuring:**

The DFS as calculated by students’ proficiency level on the CAASPP Mathematics assessment.

APPLICABLE STUDENT GROUPS	Baseline 2018-2019	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
All Students (Schoolwide)	-44	-42	-40	-38	-36	-33
English Learners	*	*	*	*	*	*
Socioeconomic. Disadv./Low Income Students	-71.1	-70	-68	-66	-60	-58
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	-71.1	-70	-68	-66	-60	-58
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*
White Students	-25.7	-24	-22	-20	-18	-16

**Outcome #3:** The school will annually increase the percentage of English Learners making English language proficiency.

**Metric/Method for Measuring:** Percentage of students making English language proficiency in the English Language Proficiency Indicator (ELPI)

APPLICABLE STUDENT GROUPS	Baseline 2018-2019	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
All Students (Schoolwide)	*	*	*	*	*	*
English Learners	46.7%	47.5%	49%	51%	53%	55%
Socioeconomic. Disadv./Low Income Students	*	*	*	*	*	*
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	*	*	*	*	*	*
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*
White Students	*	*	*	*	*	*

**Outcome #4:** Teachers are required to hold a credential will hold a valid CA Teaching Credential with appropriate English learner authorization as defined by the CA Commission on Teaching Credentialing.

**Metric/Method for Measuring:**

Percentage of students who have access to fully credentialed teachers.

APPLICABLE STUDENT GROUPS	Baseline 2018-2019	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
All Students (Schoolwide)	100%	100%	100%	100%	100%	100%

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

**Outcome #5:** All students, including significant subgroups will have access to 100% of standards-aligned instructional materials necessary to engage fully in the educational program. All materials will align to CA Common Core State Standards, Next Generation Science Standards, History-Social Science, and California & National Arts Standards.

**Metric/Method for Measuring:**

Implementation of curricular programs, units, and lessons.

APPLICABLE STUDENT GROUPS	Baseline 2018-2019	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
All Students (Schoolwide)	100%	100%	100%	100%	100%	100%
English Learners	100%	100%	100%	100%	100%	100%
Socioeconomic. Disadv./Low Income Students	100%	100%	100%	100%	100%	100%
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	100%	100%	100%	100%	100%	100%
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*
White Students	100%	100%	100%	100%	100%	100%

**Outcome #6:** All students and significant subgroups will have access to school facilities that are maintained in good repair.

**Metric/Method for Measuring:** Percentage of students who will be in a facility that is in “good repair” as determined by the Facilities Inspection Tool (FIT) as defined by being clean, safe, and functional.

APPLICABLE STUDENT GROUPS	Baseline 2018-2019	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
All Students (Schoolwide)	100%	100%	100%	100%	100%	100%
English Learners	100%	100%	100%	100%	100%	100%
Socioeconomic. Disadv./Low Income Students	100%	100%	100%	100%	100%	100%
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*

Filipino Students	*	*	*	*	*	*
Latino Students	100%	100%	100%	100%	100%	100%
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*
LCFF STATE PRIORITIES						
GOAL #2						
Continually develop our school culture & climate with respect to whole person development, inquiry & creativity, social emotional learning, and equity & diversity learning.	Related State Priorities:					
	<input type="checkbox"/> 1	<input checked="" type="checkbox"/> 4	<input checked="" type="checkbox"/> 7	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 5	<input checked="" type="checkbox"/> 8
	<input checked="" type="checkbox"/> 3	<input checked="" type="checkbox"/> 6	Local Priorities:			
	<input checked="" type="checkbox"/> : LFCSA Mission & Vision					
	<input type="checkbox"/> :					
Specific Annual Actions to Achieve Goal						
<ul style="list-style-type: none"> <li>Conduct ongoing review of our arts integration, social emotional, equity and diversity, and growth mindset work with all stakeholders in order to (1) improve and refine delivery of high-quality learning experiences, (2) increase student engagement with their own learning and collaborative learning, and (3) design and deliver appropriate professional development to support staff with supporting students</li> <li>Provide or obtain training opportunities for staff in arts integration, social emotional learning, anti-bias instruction, and growth mindset including lesson design and delivery.</li> <li>Provide support and learning opportunities to in the areas of arts integration, social emotional learning, anti-bias instruction, and growth mindset including lesson design and delivery.</li> </ul>						
Expected Annual Measurable Outcomes						
<b>Outcome #1:</b> All students and significant subgroups will have learning experiences promote that inquiry and creativity.						
<b>Metric/Method for Measuring:</b>						
Implementation of curricular programs, units, and lessons that are interdisciplinary and interconnected with a focus on arts integrated and open-ended tasks to promote inquiry and creativity.						
Stakeholder surveys.						
APPLICABLE STUDENT GROUPS	Baseline 2018-2019	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
All Students (Schoolwide)	100%	100%	100%	100%	100%	100%
English Learners	100%	100%	100%	100%	100%	100%
Socioeconomic. Disadv./Low Income Students	100%	100%	100%	100%	100%	100%
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	100%	100%	100%	100%	100%	100%
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*
White Students	100%	100%	100%	100%	100%	100%

**Outcome #2:** All students and significant subgroups will have learning experiences that interconnect Social Emotional Learning (SEL)<sup>16</sup> and Teaching Tolerance’s Social Justice Standards with Content Standards<sup>17</sup>

**Metric/Method for Measuring:**

Implementation of curricular programs, units, and lessons that are interdisciplinary and interconnected with SEL and Social Justice Standards.

APPLICABLE STUDENT GROUPS	Baseline 2018-2019	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
All Students (Schoolwide)	100%	100%	100%	100%	100%	100%
English Learners	100%	100%	100%	100%	100%	100%
Socioeconomic. Disadv./Low Income Students	100%	100%	100%	100%	100%	100%
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	100%	100%	100%	100%	100%	100%
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*
White Students	100%	100%	100%	100%	100%	100%

**Outcome #3:** All students and significant subgroups will have learning experiences promote mindfulness and a growth mindset.<sup>18</sup>

**Metric/Method for Measuring:**

Implementation of curricular programs, units, and lessons that are interdisciplinary and interconnected with mindfulness and growth mindset.

APPLICABLE STUDENT GROUPS	Baseline 2018-2019	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
All Students (Schoolwide)	100%	100%	100%	100%	100%	100%
English Learners	100%	100%	100%	100%	100%	100%
Socioeconomic. Disadv./Low Income Students	100%	100%	100%	100%	100%	100%
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	100%	100%	100%	100%	100%	100%
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*

<sup>16</sup> Collaborative for Academic, Social, and Emotional Learning (CASEL) Social Emotional Learning. <https://casel.org/>

<sup>17</sup> Teaching Tolerance Social Justice Standards <https://www.tolerance.org/professional-development/social-justice-standards-the-teaching-tolerance-antibias-framework>

<sup>18</sup> Dweck C.S. The Choice to Make a Difference. *Perspectives on Psychological Science*. 2019;14(1):21-25. doi:10.1177/1745691618804180

White Students	100%	100%	100%	100%	100%	100%
LCFF STATE PRIORITIES						
GOAL #3						
Continually develop the whole person and student readiness by strengthening our Multi-Tier System of Support.	Related State Priorities: <input type="checkbox"/> 1 <input checked="" type="checkbox"/> 4 <input type="checkbox"/> 7 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 5 <input checked="" type="checkbox"/> 8 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 6					
	Local Priorities: <input checked="" type="checkbox"/> : LFCSA Mission & Vision <input type="checkbox"/> :					
Specific Annual Actions to Achieve Goal						
<ul style="list-style-type: none"> <li>• Conduct ongoing review of our Multi-Tier System of Support (MTSS)<sup>19</sup> in order to 1) improve and refine delivery of high-quality learning experiences through differentiation, (2) increase student achievement through Response to Intervention (RTI) (3) design and deliver appropriate professional development to support staff with helping struggling students, (4) strengthen our implementation of our Positive Behavior Interventions and Supports (PBIS), (5) provide Social Emotional Learning (SEL) supports to students and families.</li> <li>• Provide or obtain training opportunities for staff in differentiation, Universal Design Learning<sup>20</sup> (UDL).</li> <li>• Provide supports to students and families with social emotional supports through workshops, counseling and mentorship.</li> <li>• Increase pupil engagement by reducing or maintaining low suspension and chronic absenteeism rates</li> </ul>						
Expected Annual Measurable Outcomes						
<p><b>Outcome #1:</b> All students and significant subgroups will have access to MTSS to support academic and social emotional learning.</p> <p><b>Metric/Method for Measuring:</b> Implementation of MTSS through provision of RTI, PBIS, SEL &amp; UDL as evidenced by lesson plans, school assessments, and stakeholder survey data.</p>						
APPLICABLE STUDENT GROUPS	Baseline 2018-2019	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
All Students (Schoolwide)	100%	100%	100%	100%	100%	100%
English Learners	100%	100%	100%	100%	100%	100%
Socioeconomic. Disadv./Low Income Students	100%	100%	100%	100%	100%	100%
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	100%	100%	100%	100%	100%	100%
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*
White Students	100%	100%	100%	100%	100%	100%
<p><b>Outcome #2:</b> All students and significant subgroups will maintain a suspension rate at “Low” or “Very Low” (i.e. ≤1% or ≤0.5%)</p> <p><b>Metric/Method for Measuring:</b></p>						

<sup>19</sup>Multi-Tier Systems of Support <https://www.cde.ca.gov/ci/cr/ri/>

<sup>20</sup> Universal Design Learning Framework <http://www.cast.org/our-work/about-udl.html#.X1PMcT0pHOQ>

Suspension rate (Elementary School) Indicator as measured by the California School Dashboard						
APPLICABLE STUDENT GROUPS	Baseline 2018-2019	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
All Students (Schoolwide)	.4%	≤1%	≤1%	≤1%	≤1%	≤1%
English Learners	0%	≤1%	≤1%	≤1%	≤1%	≤1%
Socioeconomic. Disadv./Low Income Students	.5%	≤1%	≤1%	≤1%	≤1%	≤1%
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	0%	≤1%	≤1%	≤1%	≤1%	≤1%
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
Students of Two or More Races	2%	≤1%	≤1%	≤1%	≤1%	≤1%
White Students	.4%	≤1%	≤1%	≤1%	≤1%	≤1%

Outcome #5: All students and significant subgroups will improve on the Chronic Absenteeism rate until the indicator “Low” or “Very Low” is reached (i.e. ≤5% or ≤2.5%).

Metric/Method for Measuring:

Chronic Absenteeism Indicator as measured by the California School Dashboard

APPLICABLE STUDENT GROUPS	Baseline 2018-2019	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
All Students (Schoolwide)	16.6%	16%	15%	14%	13%	12%
English Learners	27.7%	27%	26%	24%	22%	20%
Socioeconomic. Disadv./Low Income Students	25%	24%	22%	20%	18%	16%
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	24.3%	24%	22%	20%	18%	16%
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*
White Students	11.2%	11%	10.5%	10%	9%	8%

These goals will enable students to become and remain self-motivated, competent, and lifelong learners by addressing the development of the whole person. Our approach focuses the whole child approach<sup>21</sup> by focusing our efforts on not just academic progress, but rather the development of a continual learner who is knowledgeable, emotionally and physically healthy, civically inspired, engaged in the arts, prepared for work and economic self-sufficiency, and ready to be an advocate and steward in the world.

## Instructional Design

<sup>21</sup> Whole child approach. <http://www.ascd.org/programs/The-Whole-Child/Whole-Child-Network.aspx>

## Key Features

Our program addresses the development of the whole person through interconnected content and processes.

### *Whole Person Approach*

We believe that individuals learn in different modalities<sup>22</sup>, at different paces<sup>23</sup>, with different social-emotional competencies<sup>24</sup>, and with authentic purpose<sup>25</sup>. An education that focuses on the whole person addresses not just content, it also includes process to support an individual's physical, social, emotional, and cognitive development<sup>26</sup>. These domains are interconnected, and the teaching and learning relationship supports development in these domains.

### *Interconnected Learning*

We utilize opportunities to create interdisciplinary learning experiences that allow students to apply more than one content area to their work through methods such as:

- Arts Integration
- Project Based Learning Scottish Storyline
- Design Based Thinking

We help students see interconnect relationships by looking at learning through different pathways such as:

- Student to self – individual reflection, “goal setting”, metacognition
- Student to teacher – teachers nurture learning through facilitation, coaching, modeling
- Student to students – iterations and diversity of ideas, multiple perspectives, and collaboration
- Student to community – civic engagement, complex problem solving, perspective taking, stewardship

## Methods

### *Constructivism*

At Los Feliz Charter School for the Arts, our curricular program is founded on the constructivist philosophy of learning, where we strive to develop individual interests and potentials.

Constructivism is a learning theory that is rooted in the idea that individuals construct new knowledge from their experiences. Because each learner is a unique individual, with their own learning style, interests, and background, each learning experience is received and perceived differently. Constructivist practices promote problem solving, reflection, and multiple perspectives. By allowing for different perspectives and interpretations of learning, students are able to learn that the world is complex and that there are different ways to solve a problem. Innovation and creativity come from analyzing

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<sup>22</sup> Gardner, H. (1992). *Multiple intelligences* (Vol. 5, p. 56). Minnesota Center for Arts Education.

<sup>23</sup> Tomlinson, C. A. (2001). *How to differentiate instruction in mixed-ability classrooms*. ASCD

<sup>24</sup> Payton, J. W., Wardlaw, D. M., Graczyk, P. A., Bloodworth, M. R., Tompsett, C. J., & Weissberg, R. P. (2000). Social and emotional learning: A framework for promoting mental health and reducing risk behavior in children and youth. *Journal of school health, 70*(5), 179-185.

<sup>25</sup> Mims, C. (2003). Authentic learning: A practical introduction & guide for implementation. *Meridian: A Middle School Computer Technologies Journal, 6*(1), 1-3.

different solutions for their strengths and then applying them to foster the best possible outcome. At LFCSA, such practices are evidenced in our use of differentiated instruction, project-based learning, and interdisciplinary methods like Scottish Storyline and Design Based Thinking.

The following table offers a comparison of the difference between traditional and constructivist classrooms (Brooks & Brooks, 1993)<sup>27</sup>.

<b>Traditional Classroom</b>	<b>Constructivist Classroom</b>
<i>Students primarily work alone</i>	<i>Students primarily work in groups</i>
<i>Curriculum is presented part to whole, with emphasis on basic skills</i>	<i>Curriculum is presented whole to part with emphasis on the big concept</i>
<i>Strict adherence to a fixed curriculum is highly valued</i>	<i>Pursuit of student questions is highly valued</i>
<i>Curricular activities rely heavily on textbooks of data and manipulative materials</i>	<i>Curricular activities rely heavily on primary sources</i>
<i>Students are viewed as “blank slates” onto which information is etched by the teacher</i>	<i>Students are viewed as thinkers with emerging theories about the world</i>
<i>Teachers generally behave in a didactic manner, disseminating information to students.</i>	<i>Teachers generally behave in an interactive manner mediating the environment for students</i>
<i>Teachers seek the correct answers to validate student lessons.</i>	<i>Teachers seek the student’s point of view in order to understand student learning for construction of subsequent conceptions.</i>
<i>Assessment of student learning is viewed as separate from teaching and occurs almost entirely through testing.</i>	<i>Assessment of student learning is interwoven with teaching and occurs through teacher observation of students at work and through exhibitions and portfolios.</i>

We believe that our mission, vision, and core values focus our work on providing a constructivist, student-centered, arts integrated educational program that is responsive to the varied needs of our diverse population. These goals address the needs of students by providing an educational program that engages their interests and thinking, differentiates to their needs, and builds their mastery of standards.

### *Arts Integration*

With regard to arts integration, LFCSA will maintain the model of the LFCSA organization, where students are able to have lessons in visual arts, music, and dance each week. The school will have several areas dedicated to the support of various types of art integration: Visual Arts Studio, Dance Studio, Music Studio with Recording Studio, Artist in Residence Studio, Drama Area, and a Design and Creativity Lab. The school will continue to strengthen the arts-integrated curriculum by increasing the

<sup>27</sup> Brooks, J. G., & Brooks, M. G. (1993). *In search of understanding: The case for constructivist classrooms*. Alexandria, VA: Association of Supervision and Curriculum Development.

collaboration between the general education teacher and the arts specialists. This partnering affords deeper interdisciplinary connections, and well connected outcomes for the students. In addition to supporting integration within our curriculum, the school will utilize and/or collaborate with outside agencies (e.g. City agencies, Arts for All, Arts for L.A., etc.) to focus on developing and/or implementing arts-integrated learning experiences.

#### *Art Integration Defined*

The LFCSA organization has furthered our ability to focus on supporting Arts Integration by adopting the Kennedy Center’s Definition of Arts Integration<sup>28</sup>:

*“Arts Integration is an APPROACH to TEACHING in which students construct and demonstrate UNDERSTANDING through an ART FORM. Students engage in a CREATIVE PROCESS which CONNECTS an art form and another subject area and meets EVOLVING OBJECTIVES in both.”*

In doing so, we have been able to use the definition to clarify with our stakeholders the essence of our work. We emphasize the fact that we are not a performing arts school. Rather, we utilize the arts as a process of demonstrating learning with and through the arts. We focus the design of our lessons and units on integrating multiple disciplines with the arts.

The LFCSA organization has demonstrated its commitment to further deepening arts integration by having full time art specialists positions. At LFCSA, we will ensure that we provide sufficient time for the art specialists to collaborate with the general education teachers in planning and refining the arts integrated units. In addition, the LFCSA organization also created a part-time position of an Arts Integration Director, where this person will help to oversee the broad implementation of arts integration across grade levels. This position is responsible for supporting the collaboration between general education teachers and art teachers, coordinating partnerships with other schools and agencies, and implementing our educational outreach plan.

- Art Integration
- Project Based Learning
- Social Emotional Learning
- Civic Engagement
- Inclusivity/Diversity
- Differentiation of Instruction – Zone of Proximal Development<sup>29</sup>

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<sup>28</sup> [https://www.kennedy-center.org/education/ceta/arts\\_integration\\_definition.pdf](https://www.kennedy-center.org/education/ceta/arts_integration_definition.pdf)

<sup>29</sup> Vygotsky, L.S. (1978). *Mind in Society: The development of higher psychological processes*. Cambridge, MA: Harvard University Press.

## Core Skills We Develop

- 21<sup>st</sup> Century Skills
  - Critical Thinking
  - Creativity
  - Collaboration
  - Communication
- Compassion
- Growth Mindset
- Adaptability
- Risk Taking
- Perspective Taking
- Reflection/Mindfulness
- Perseverance
- Integrity

### *Compassion*

To have care and concern for the suffering or misfortune of others

### *Growth Mindset*

Students with a growth mindset believe that intelligence can be developed. These students focus on learning over just looking smart, see effort as the key to success, and thrive in the face of a challenge.

### *Adaptability*

Be able to quickly respond to changing trends, innovation, and shifts is important in the future due to rapid change and flux in most industries.

### *Risk Taking*

Creative expression, like all risks, has costs and benefits. But not all risks are the same. Some are good, some bad, and some are *beautiful* (Beghetto, 2018). Students who ask for help in front of their peers are taking a *good* risk, because even though there's the potential hazard of appearing less competent, the long-term benefits of seeking instructional help when it's needed outweigh the immediate costs. A *beautiful* risk is different from both good and bad risks. A beautiful risk involves taking actions that have the potential to make a positive and lasting contribution to the learning and lives of *others*. There are numerous, iconic examples of beautiful risk-takers, such as Rosa Parks or the "Tank Man" protester in Tiananmen Square. There are also everyday examples. A child who leaves the safety of a popular peer group to stand with a kid who is isolated or being picked on is taking a beautiful risk.<sup>30</sup>

### *Perspective Taking*

Perspective taking is the ability to look beyond your own point of view, so that you can consider how someone else may think or feel about something. To do this successfully, you must have some understanding of others' thoughts, feelings, motivations, and intentions.<sup>31</sup>

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<sup>30</sup> Baghetto (2018). Taking Beautiful Risks In Education. ASCD

<http://www.ascd.org/publications/educational-leadership/dec18/vol76/num04/Taking-Beautiful-Risks-in-Education.aspx>

<sup>31</sup> <https://sociallyskilledkids.com/perspective-taking/#:~:text=Perspective%20taking%20is%20the%20ability,feelings%2C%20motivations%2C%20and%20intentions>

- Set aside your thoughts, feelings, motivations & intentions, momentarily
- Consider others' thoughts, feelings, motivations & intentions
- Determine whether or not your behavior should change based on that information
- Make any necessary changes

### *Reflection/Mindfulness*

Mindfulness and meditation may lessen anxiety, promote social skills, improve academic performance, and help executive functions-

### *Perseverance*

Sticking to task at hand; Follow through to completion; Can and do remain focused.

### *Integrity*

Follow ethical convictions and doing the right thing in all circumstances, even when no one is watching.

## **Standards-Based Education**

According to Taking Center Stage (CDE, 2001)<sup>32</sup> a report issued by the California Department of Education's Middle School Task Force, there are several key recommendations suggested for making standards-based education successful in a middle school program. Although these recommendations are recommended by the Middle School Task Force, LFCSA has been employing many of their recommendations at the elementary level.

### ***Recommendation 1: Implement rigorous and consistent standards while maintaining a dynamic student-centered culture.***

This is reflected in our standards-based, interdisciplinary, project-based, arts-integrated, constructivist curricular design. The educational experiences of the students focus both on content standards (i.e. CCSS, NGSS, History/Social Science), and the Visual and Performing Arts standards. This is a shift from a program-based paradigm to one highlighting standards. In particular, we identify power standards that have endurance, leverage, and support readiness for the subsequent grade levels. Students are able to demonstrate mastery in standards as teacher use formative and summative assessments within the curriculum. The hands-on, project-based, constructivist approach creates a dynamic student-centered culture, where they have a "voice" in how the curriculum. The ability to express in and through the arts, taps into students creativity, thus further enhancing a dynamic culture.

### ***Recommendation 2: Provide sustaining resources and support for standards-based education.***

Teachers are provided with team planning time and professional development before the start of school in the Summer Institute, during each week, and with pupil free days scheduled in each trimester. Ongoing additional professional development is offered through peer coaching, lesson studies, instructional consultants, mentor teachers, and more. The effectiveness of planning is evaluated by both the grade level teams and the administrator. Effectiveness is determined by assessment data that is woven in with each integrated unit.

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<sup>32</sup> <https://pubs.cde.ca.gov/tcsii/documents/tcsii.pdf>

***Recommendation 3: Demonstrate commitment to essential elements of the philosophy.***

LFCSA achieves this by providing a challenging, integrative, and exploratory curriculum, that varies teaching and learning approaches, uses formative and summative assessment to promote learning, and employs flexible organizational structures. This allows students to demonstrate mastery of standards in a more meaningful, authentic, and differentiated manner.

***Recommendation 4: Align curriculum, instruction, and assessment practices with the California content and performance standards.***

Teachers will use a power standards protocol, guided by the four corollary questions of a professional learning community as they align curriculum, instruction, and assessment practices:

- “What is it we expect students to learn?”
- “How do we know whether the students have learned it?”
- “How will we respond if they don’t learn it?”
- “How will we respond if they already know it?”

In addition to determining the power standards, grade level teams are responsible for creating a curriculum map that shows the content/standards to be covered in core content, the arts, technology, and social justice areas, as well as field trips, civic engagement, and partnership resources for the year. We will also utilize a Unit Planning Template that shows guiding questions, standards, the progression of lessons/activities, resources, academic language, assessments, and differentiation needs.

In implementing a standards-based program, *Making Standards Work*<sup>33</sup> suggests the following criteria:

1. The standards are highly visible in the classroom. They are expressed in language understandable to students and parents.
2. Examples of exemplary student work are evident throughout the classroom.
3. Students can explain spontaneously what is needed for each assignment to be considered proficient.
4. For every assignment, project, or test, the teacher provides in advance explicit expectations for proficient work.
5. Student evaluation is always done according to the standards, never on a curve.
6. The teacher can explain to any parent or other stakeholder the specific expectations for each student for the year.
7. The teacher may vary the length and quantity of the curriculum content daily to ensure that students spend more time on the most critical content standards.
8. Commonly used standards, such as those used for written expression, are reinforced in every subject area. For example, spelling always counts in mathematics, science, music, physical education, and every other discipline.
9. The teacher has created at least one standards-based performance assessment in the past month.

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<sup>33</sup> Reeves, D. B. (1998). *Making Standards Work: How to Implement Standards-based Assessment in the Classrooms*. Center for Performance Assessment, Denver, CO.

10. The teacher exchanges student work with a colleague for independent review at least once every two weeks.
11. The teacher provides feedback to students and parents about the quality of student work compared with the standards, not with the work of other students.
12. The teacher helps to build a community consensus about the importance of standards and high academic expectations for all students.
13. The teacher uses a mix of assessment techniques, including extended written responses in all disciplines.
14. Other standards-based professional practices are used that are appropriate to the teacher's classroom.

***Recommendation 5: Connect the contributions of California's diverse multicultural population as standards are implemented.***

***Recommendation 6: Use technology as a tool to improve and increase student academic achievement.***

As referenced above, the integration of technology as a tool is key to helping students improve their academic achievement and performance on State standardized testing. Students will mainly utilize technology as a research or utility tool. With the exception of a few reading and intervention programs, the students' use of technology will be student-directed, or student-controlled, rather than computer directed.

**Recommendation 7: Examine the use of time to provide students and teachers opportunities to plan, integrate, teach, and learn.**

In considering the scheduling of instructional time, the use of flexible and focused days will assist with providing students and teachers different opportunities to plan, integrate, collaborate, teach and learn. The focus days will allow for smaller group differentiation of learning needs, and the integrated days will allow for the deeper integration of the core and arts content and performance standards.

**Recommendation 8: Work with feeder elementary schools and destination high schools to provide consistent expectations and seamless transitions.**

The school will create a curriculum map so that we can see the vertical articulation of concepts that are being taught. In addition, the elementary will collaborate with our middle school to create an organization wide curriculum map, so that the entire TK through 8<sup>th</sup> grade learning experience can be analyzed and monitored.

All choices in pedagogy and curriculum reflect our objective to enable students to become self-motivated, competent, life-long learners.

- The theoretical principles of constructivist pedagogy define our classroom approach.
- The arts integration allows students to both learn the arts and demonstrate learning using the arts.
- The emphasis on valuing and developing "multiple intelligences" will allow students to develop skills and abilities within a positive context that utilizes their areas of strength. By fostering the

ability to use one's current strengths to develop skills, LFCSA will enable students to become life-long learners.

- The project-based nature of assessments resembles more authentic representations of knowledge than traditional tests, and allows students to make choices and seek answers to their questions, thus becoming self-motivated learners.
- The “backward design” approach is used to create and adapt lessons and curriculum, to ensure that learning objectives and mastery of the CCSS are met by students.
- We ensure that the CCSS and other standards are being addressed within our daily lesson plans and long-term unit plans. Modifications as to what standards to emphasize are based on ongoing analysis of student mastery.

### **Multiple Intelligences**

Using Howard Gardner's *Theory of Multiple Intelligences*<sup>34</sup> as a guide, teachers will create learning experiences that present material in several ways. Students will also be expected to present their knowledge and skills in multiple ways. While all students will be required to become competent in the verbal and mathematical intelligences measured by standardized tests, the multiple intelligence approach will value the other intelligences as distinct from each other and supporting of each other.

Strategies for implementing multiple intelligences include: Giving lectures and facilitating student note-taking (Linguistic Intelligence); using calculators, classification, problem-solving, quantification (Logical-Mathematical Intelligence); giving students opportunities to create visualizations, and using color cues and graphic symbols (Spatial Intelligence); using gross motor activities, 'acting out' content, hands-on materials and manipulatives (bodily-kinesthetic Intelligence); using rhythm, sounds, raps, music, or chants to represent content and concepts (Musical Intelligence); peer sharing, cooperative groupings, simulations (Interpersonal Intelligence); student reflection activities, connecting curriculum to students' lives and feelings, giving students choices (Intrapersonal Intelligence). Teachers begin by first assessing their students in order to determine an appropriate balance to the lessons.

### **Project-Based Instruction**

Teachers work in grade level teams to design units that employ project-based methods.

Lessons on specific academic-related skills such as reading, writing, mathematical reasoning, scientific experimentation, and analysis will engage students because the skills will be presented as practical tools necessary for the completion of their project, not ends, in and of themselves, being learned in a vacuum. As students work through the project, they will be acquiring and exercising problem-solving and critical thinking skills in practical situations. Students will be given choices within each project in order to give them ownership of the learning process. With assistance from teachers and peers, learners will develop new insights, assimilate new ideas, and generate strong connections to previous learning. In addition, the student's learning will have a public unveiling that will allow projects to be shared with family members, community members, and experts working in the related field of study; thus, students increase core competencies and improve practical skills, as well as complete a tangible, authentic project.

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<sup>34</sup> [https://www.niu.edu/facdev/\\_pdf/guide/learning/howard\\_gardner\\_theory\\_multiple\\_intelligences.pdf](https://www.niu.edu/facdev/_pdf/guide/learning/howard_gardner_theory_multiple_intelligences.pdf)

## Backward Design of Curriculum Materials

LFCSA teachers will continually be developing and refining their understanding and application of the aforementioned pedagogy. LFCSA teachers will plan interdisciplinary units with other grade-level faculty using the ‘backward design’ guidelines described in *Understanding by Design* (Wiggins & McTighe, 2012)<sup>35</sup>. This strategy advises teachers to begin with the question, “What would we accept as evidence that students have attained the desired understandings and proficiencies – *before* proceeding to plan teaching and learning experiences.” There are three steps to this process:

1. Identify desired results: Using state educational standards and additional goals, teachers will determine a three-tiered hierarchical set of learning expectations:
  - Enduring understandings
  - Information and skills worth being familiar with
  - Important knowledge and skills
  - As teachers select and prioritize these learning expectations, they will use the following four questions to guide them:
    - To what extent does the idea, topic, or process represent a ‘big idea’ having enduring value beyond the classroom?
    - To what extent does the idea, topic, or process reside at the heart of the discipline?
    - To what extent does the idea, topic, or process require uncoverage? (Meaning, what parts of these concepts do students typically have difficulty understanding.)
    - To what extent does the idea, topic, or process offer potential for engaging students?
2. Determine acceptable evidence: Teachers will select forms of evidence that can be assessed throughout the unit of study and will include such tactics as: informal checks, observation/dialogue, quiz/test, open-ended prompts, performance tasks, and projects. The type of evidence and assessment used in a unit will be based on the standards that are being taught, how those standards might be best demonstrated (e.g. in an integrated fashion with other standards, or on its own).
3. Plan learning experiences and instruction: Once learning expectations (knowledge and skills) have been identified, teachers will work together to determine the most effective teaching methods, and select the appropriate materials and resources to achieve their goals. As much as possible, learning experiences should be selected so that the standards can be authentically applied.

The curricula for LFCSA is based on the California Common Core State Standards, Next Generation Science Standards, the California Content Standards in History/Social Science, and California & National Art Standards. As previously explained, a rigorous standards-based curriculum is designed to connect core subjects with arts integration in the form of interdisciplinary units guided by many of the tenants of constructivist learning.

Utilizing the backwards design model, teachers design unit and lessons that attach a theme; generally, a Different Ways of Knowing theme, Science theme, or Universal Concept. Within the theme, CCSS, CA content, NGSS, National Core Arts, VAPA, and Technology standards are integrated into the unit.

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<sup>35</sup> [http://www.ascd.org/ASCD/pdf/siteASCD/publications/Ubd\\_WhitePaper0312.pdf](http://www.ascd.org/ASCD/pdf/siteASCD/publications/Ubd_WhitePaper0312.pdf)

Teachers work to incorporate standards that are considered essential standards; standards that meet the following criteria:

- Endurance - The knowledge and skills are of greater value that last over time.
- Leverage - The standard provides leverage in learning other standards.
- Readiness – The knowledge and skills are necessary for the next level of learning.

LFCSA focuses on the essential standards within our project-based units and within our core instructional times. Other standards are also addressed in our regular core instructional times. In order to ensure that the standards are being covered sufficiently, grade level teams, with support from school leadership, create year-long plans that incorporate both our project-based units and daily core instruction.

### **Scottish Storyline Method**

This is a curricular method that teachers can draw from. It provides a structure for planning an interdisciplinary project-based learning experience. It is based on the theory that knowledge is complex and many layered, that learning is guided by one's prior knowledge and experience, and that learners construct their own meaning through action and experience. The Storyline unit creates a context for learning with the active involvement of the child. It provides tasks that arise from the context, which the child sees as significant and meaningful within it. The Storyline topic gives the child opportunities to develop understanding and skills with the support of the context.

The essential elements of the Storyline topic are setting, characters and events. Creating a narrative provides a structure and logic to curricula connections. The difference between thematic studies and the Storyline Method is the presentation of key questions throughout the unit, which allows students to make deeper connections with the content.

A key feature of the approach is how it builds on pupils' existing experience and knowledge. It encourages a high degree of pupil involvement, both imaginatively and in practical problem solving. In a Storyline, students pose the problems and ask questions, and the students and the teacher explore ideas together. The approach is essentially experiential and constructivist. It draws the curriculum together using the environment and social subjects as a stimulus to explore, using expressive arts and language as a means of discussing, describing and explaining.

Like DWoK, Storyline, and other interdisciplinary methods are first framed by the grade level teaching teams, as they base their preliminary planning on universal concepts, guiding questions, and content/performance standards. Arts-integration is then layered into the frame, when the teachers and the Arts Specialist(s) co-plan the details of the unit.

### **Curriculum and Instruction**

#### *Published Programs*

Not only are standards taught through teacher designed project-based units and lessons, they are also addressed through the use of published curricular programs.

### *English Language Arts (Core): Reading & Writing*

For English Language Arts, we utilize a balanced literacy approach using the Teacher's College Reading and Writing Project (TCRWP) to employ Readers and Writers Workshop. The workshop framework is designed to offer a simple and predictable environment so that the teacher can focus on the complex work of observing students' progress and teaching into their needs:

- Sessions begin with a minilesson.
- Students then engage in independent work.
- As students work, the teacher confers with individual students or small groups.
- Teacher shares a mid-workshop teaching point.
- Sessions end with a share.

We believe in the importance of a balanced literacy approach to English Language Development.<sup>36</sup>

We utilize the Units of Study for Teaching Reading, developed by the Teachers' College Reading and Writing Project within a Readers Workshop model. The workshop model allows students learn strategies for reading and comprehension. It allows teachers to differentiate and meet the needs of all their students. More importantly, it helps to foster a love of reading and gives students chances to practice reading strategies independently and with guidance. It is based on a few core principles: readers need long stretches to read; they need opportunities to read high-interest books of their own choosing; they receive explicit instruction; they need opportunities to talk and respond to texts; and they receive assessment feedback that is specifically tailored to their strengths and needs through individual conference.

We employ the *Writers' Workshop* model for all grade levels at LFCSA. Utilizing this curriculum, we help students learn that writing is a lifelong process during which we continually lift the level of our writing skills and continually grow as writers. Students learn that all writing has essential traits that are important when developing a writing piece. Writers learn various ways to find topics they wish to write about. They learn to make purposeful decisions about the structure and organization of a piece. They learn a repertoire of methods for elaborating. They learn to craft their pieces using literary language and devices and to employ the conventions of written language. Teachers can teach qualities of writing in whole-group mini-lessons, small-group strategy sessions, or individual conferences. The teacher can tailor teaching to the specific, individual needs of all the students in the class. The assessments within the Units of Study provide teachers with concrete tools, benchmark samples, and rubrics to further differentiate their instruction. Through conferencing, teachers can make an individual learning plan for each individual student.

### *English Language Development*

LFCSA utilizes both integrated and designated supports for English Learners based on English Language Development standards. With integrated ELD instruction, ELs are given effective instructional experiences throughout the day and across the disciplines, that are interactive and meaningful, develop both content knowledge and academic English, and are appropriately scaffolded to help them become independent. There are also designated supports with respect to specific times where teachers help ELs in developing discourse practices, grammatical structures, and vocabulary. When possible, teachers group ELs by proficiency in order to target specific language needs. Designated supports are structured times that are scheduled by the teachers within the instructional day, most often occurring, but not limited to, in Readers and Writers Workshops.

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<sup>36</sup> National Reading Panel: Teaching Children to Read <https://www.nichd.nih.gov/publications/pubs/nrp/smallbook>

### *Mathematics (Core)*

According to the National Council for Teachers of Mathematics, students must learn mathematics with understanding, actively building new knowledge from experience and previous knowledge.<sup>37</sup> To support this principle, we utilize Cognitively Guided Instruction (CGI), a student-centered approach to teaching math. It builds on students' natural number sense and intuitive approaches to problem solving by engaging with students in their thinking. It is based on the assumption that children bring an intuitive knowledge of mathematics to school with them and that this knowledge should serve as the basis for developing formal mathematics instruction. There is an emphasis on assessing the processes that students use to solve problems. In addition, we have been exploring the use of more hands-on methods, like Counting Collections and math workshop, a model that allows the teacher to more effectively differentiate to students' needs. To balance this approach, we utilize a published program called Context For Learning Mathematics (CFLM). CFLM makes use of a math workshop environment to contextualize the use of the Standards for Mathematical Practice in context-based units. The curriculum fosters the use of mathematical models as thinking tools, tenacious problem solving, and the reading and writing of mathematical arguments and justifications to ensure the development of a positive growth-mindset.

### *History-Social Science (Core)*

We employ the Scottish Storyline, Different Ways of Knowing (DWOK), or similar hands-on inquiry-based curriculum to address History/Social Science standards. The DWOK curriculum is a hands-on, collaborative learning program focused on thematic, integrated teaching. Students acquire deep social studies content knowledge through an inquiry-based, arts-infused, interdisciplinary approach. Scottish Storyline is similar, however it differs in that it is a more immersive experience, where students build a setting, take on roles, and establish daily rhythms and patterns, and actively construct their learning through the context of a "story" that is connected to the content standards.

### *Science (Core)*

Like History-Social Science, there are strong opportunities to connect other CCSS and the Next Generation Science Standards in our inquiry and project-based planning model. The FOSS and other curriculum are used to supplement our standards-based planning model, in order to support student learning of the Next Generation Science Standards. Use of hands-on experimentation and the focus on crosscutting concepts allows for students to engage in modeling and in critical and evidence-based argumentation. Students are able to reflect on their own knowledge and understanding of how science works, and be involved in the practices of science and how it they contribute to the scientific knowledge base.

### *Visual and Performing Arts (Non-Core)*

#### **Learning through the arts**

The content and skills of dance, music, drama and visual arts instruction are integrated into other content areas, such as math and language arts. Such integration enhances and enriches the learning of all subjects and gives students meaningful access to the curriculum. While it is important to emphasize

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<sup>37</sup> National Council of Teachers of Mathematics: Principles and Standards <https://www.nctm.org/Standards-and-Positions/Principles-and-Standards/>

that we are not a “performing arts” school, students are encouraged to use their knowledge of the arts to show what they have learned in other content areas.

Example: dancing fractions, using music to understand the mathematical concept of fractions.

Music, dance and visual arts are taught and valued as individual subjects. Students regularly attend art classes in which they are taught the discipline and fundamentals of the arts, and encouraged to explore their own creative process through various modes of expression. Students show what they have learned by presenting a finished project or performance.

#### *Music (Non-Core)*

Students are taught to listen to, analyze, and describe music elements and forms. Students, as they learn content in music, they apply their knowledge in expressions of creative form that is integrated with core subject material they are learning in the general education classrooms.

#### *Dance (Non-Core)*

In Dance students not only work on learning physical movements, accuracy, and control, they also do so while integrating Dance concepts as they relate the core subject material, they are learning in the general education classrooms

#### *Visual Arts (Non-Core)*

In the Visual Arts classes, students develop their perceptual skills, artistic vocabulary, and analyze elements of art and design principles. They apply this knowledge towards creative expression, often integrating their learning of art within various historical and cultural contexts that are being studied in the general education classes. Students learn to use various forms/mediums such as painting, sculpting, weaving, woodworking, photography, videos, etc. We have recently begun to incorporate civic engagement opportunities and the study of critical media literacy.

#### *Health/P.E. (Non-Core)*

Our Health and Physical Education program focuses on improving students’ academic achievement and health literacy. Students are provided 100 minutes per week of Physical Education through physical education and dance classes. Within the Physical Education classes, students learn various forms of physical exercises, nutrition, injury prevention, sportsmanship, human development, and practicing health enhancing behaviors. In addition to physical wellness, LFCSA also focuses upon socio-emotional wellness through its Safe School System.

### **Innovative Components**

#### *Social Emotional Learning, Diversity, Equity, and Inclusion*

We integrate several methods in our teaching to support students’ social emotional development:

- Diversity Equity and Inclusion
- Safe School Method & Cool Tools (adapted from the UCLA Lab School system<sup>38</sup>)
- Restorative Justice practices (adapted from Teaching Tolerance<sup>39</sup>)

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<sup>38</sup> <https://www.labschool.ucla.edu/teach/curriculum/safe-school/>

<sup>39</sup> <https://www.tolerance.org/frameworks/social-justice-standards>

- Social Justice Standards (Teaching Tolerance)
- Responsive Classroom
- Growth Mindset (Dweck<sup>40</sup>)
- Mindfulness (Calm Classroom)

### **Safe School System**

Our Safe School System offers a comprehensive approach to fostering children’s physical, mental, and socio-emotional well-being. It is an approach that guides students towards becoming confident, well-adjusted and productive adults, and works to ensure all students’ right to learn at their fullest potential. Under the Safe School guidelines, any kind of taunt, with attempt to hurt, whether in person or online, is unacceptable. The Safe School system teaches children skills for successful collaboration and conflict resolution.

*When Safe School guidelines are not followed, the incident is viewed as an opportunity for learning.*

Students are encouraged to listen to multiple perspectives on a given incident and to express their own views. They are then helped to mediate a resolution that gives them replacement behaviors for similar problems in the future. Thus, teachable moments can become lifelong lessons.

The School Safe School system is organized around seven critical components:

- Create a community of safety, where all members view the practices as a way of life
- Focus on prevention by setting up clear safeguards and rules
- Ensure an immediate response and follow-through for all incidents
- Offer instructional interventions to generate replacement behaviors
- Monitor and advocate for the system
- Integrate lessons on responsible behavior into the academic program
- Use ongoing assessments to guide development of the system and meet the changing needs of children and the school community

### **Safe School Procedures**

All students will have discussions, guided by the teacher, on how to create a safe school environment and together set up classroom norms. All stakeholders are expected to participate in the Safe School mediation process. When incidents occur, teachers and/or administrators guide those involved to work out problems by discussing what happened and the effect of their choices on others and themselves. When incidents involve children, the adults will assist them in figuring out safe options or strategies that could have helped resolve the problem. Sometimes they will ask the class to resolve the problem together. When all points of view are considered, mediations are productive ways to help children work through their part in the problem and find resolution in terms of safer strategies they could use the next time a similar situation arises. If resolution is not possible, a parent conference or other type of follow-up intervention may be arranged. When incidents involve adults, a similar process is followed.

### ***Safe School Guidelines***

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<sup>40</sup> <http://www.ascd.org/publications/educational-leadership/oct07/vol65/num02/The-Perils-and-Promises-of-Praise.aspx>

As a SAFE SCHOOL, we are committed to a caring community for learning in a safe environment, whether in person or online. Therefore, we will adhere to the following guidelines.

(1) We will respect differences of all types—physical, mental, emotional, social and spiritual. We will choose our words and actions to help, not hurt, others. We will work to keep our school free of verbal and nonverbal put-downs regarding the following:

- academic progress
- age
- appearance/body image/mannerisms
- athletic ability
- belief systems
- cultural, ethnic and/or racial background
- family background and family composition
- friendships
- languages
- learning styles
- physical challenges
- sexual harassment of any type, including gender stereotypes and homophobic taunts

(2) We will use language appropriate for school

(3) We will not tolerate physical abuse, taunts or threats

As a SAFE SCHOOL, we will accept responsibility for our words and actions without excuses.

### ***Cool Tools Documents***

We will use “Sort-It-Out” forms to help children capture the conflict and reflect on the repair.

*Cool Tools* curriculum is built around the belief that the social-emotional student health is fundamental to learning, and was developed at Corrine A. Seeds University Elementary School at UCLA. Using metaphors and props, *Cool Tools* guides students toward positive decision-making strategies that are empowering. Below are examples of some of the *Cool Tools* strategies your child will be learning

#### ***Put Ups not Put Downs***

A put up is saying something supportive and encouraging, recognizing good behavior, acknowledging special efforts. The emphasis is on highlighting the positive rather than calling attention to the negative. The put ups need to be authentic statements.

The students learn that it takes 5 put ups to repair a single put down, but because put downs are like toothpaste squeezed out of a tube, negative or hurtful statements cannot ever be completely taken back and they should work on not making them to begin with.

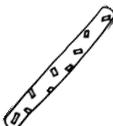
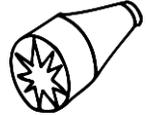
#### ***Repairs***

Conflicts that don’t get resolved on the playground may end up as “repairs.” Children are instructed to put their name and the name(s) of those they need to make “repairs” with on the Repair Square. They are empowered to make “repairs” on their own; however, if they need support, they can enlist help from their teacher.

## Cool Tools

In the elementary school, particularly with the lower elementary grades, there has been a focus on the right side of the chart, which are the “tools” used to teach lower elementary children about the values using concrete objects. As students mature, they grow out of this language and we encourage and model the use of the left side of the chart, the values. The use of the values language generally starts in the upper elementary years. For LFCSA, it is appropriate to be focusing on the values language when in discussions, community circles, or conducting repairs. We decided to maintain both together to help students recall earlier connections, and as a possible scaffolding tool for students whom are still developing their conceptual understand of the different values to use (i.e. English Learners or Special Education students).

Value	Reminds Us	Cool Tool
Consideration	Respect each other’s bubble or personal space.	Bubble 
Inclusion	Always include others in our play and our learning.	Magnet 
Decision Making	That there are three different types of decisions:  <i>Green-</i> Decisions made by ourselves <i>Yellow-</i> Decisions made together <i>Red-</i> Decisions made by grown ups	Traffic Signal 
Self-Respect	Let people know you do not like something by respectfully asking them to stop. If they are unwilling or the problem escalates with no compromise, exit the situation.	Stop and/or Exit 
Integrity	Choice of voice- The tone of our voice and our attitude affect our message and a situation.	Microphone (Choice of Voice) 
Kindness	Helps us to practice giving thoughtful and	Bucket Filling

	meaningful put-ups to our friends, especially when we need to repair a problem.	
Honesty	Go straight to the truth when solving a problem by using an "I" statement.	Straight Pretzel 
Responsibility	We are in charge of the words we use. Repairs help heal a problem but do not take away all of the hurt. We need to choose our words carefully.	Toothpaste Challenge 
<b>Value</b>	<b>Reminds Us</b>	<b>Cool Tool</b>
Respect and Responsibility	The cool domino effect is when we copy helpful behaviors. The un-cool domino effect is when we copy those that are not.	Domino Effect 
Perspective/Empathy	If we try to understand the perspective of others, we are better able to understand and solve problems.	Kaleidoscope 
Forgiveness	Once a problem has been solved, we have to show compassion and forgiveness so we can start fresh.	Big Mistakes Eraser 
Determination/Perseverance	We have to consider each person's point of view and then think critically to create a solution that attempts to meet the needs of everyone involved.	Maze 

Consideration	We must think with our head and feel with our heart before deciding what to say.	Chattering Teeth 
Self-Regulation	Sometimes we need to cool down using our chill skills (coping skills) before working to solve a problem.	Ice Cube Tray 
Self-Worth	I have the ability to reflect independently, let go and move forward.	Garbage Can 

### Teaching Tolerance Social Justice Standards

The Social Justice Standards<sup>41</sup> are a set of anchor standards and age-appropriate learning outcomes divided into four domains—identity, diversity, justice and action (IDJA). The standards provide a common language and organizational structure: Teachers can use them to guide curriculum development, and administrators can use them to make schools more just, equitable and safe. The standards are leveled for every stage of K–12 education and include school-based scenarios to show what anti-bias attitudes and behavior may look like in the classroom.

Teaching about IDJA allows educators to engage a range of anti-bias, multicultural and social justice issues. This continuum of engagement is unique among social justice teaching materials, which tend to focus on one of two areas: either reducing prejudice or advocating collective action. Prejudice reduction seeks to minimize conflict and generally focuses on changing the attitudes and behaviors of a dominant group. Collective action challenges inequality directly by raising consciousness and focusing on improving conditions for under-represented groups. The standards recognize that, in today’s diverse classrooms, students need knowledge and skills related to both prejudice reduction and collective action.

### Social Justice Standards

Louise Derman-Sparks and *Anti-bias Curriculum: Tools for Empowering Young Children* (1989)<sup>42</sup> identified “the primary goals of anti-bias education in early childhood.” To meet these goals, each child must:

<sup>41</sup> [https://www.tolerance.org/sites/default/files/2017-06/TT\\_Social\\_Justice\\_Standards\\_0.pdf](https://www.tolerance.org/sites/default/files/2017-06/TT_Social_Justice_Standards_0.pdf)

<sup>42</sup> Derman-Sparks, L., & Anti-Bias Curriculum Task Force (Calif.). (1989). *Anti-bias curriculum: Tools for empowering young children*. Washington, D.C: National Association for the Education of Young Children.

1. demonstrate self-awareness, confidence, family pride, and positive social identities;
2. express comfort and joy with human diversity; accurate language for human differences; and deep, caring human connections;
3. increasingly recognize unfairness, have language to describe unfairness, and understand that unfairness hurts;
4. demonstrate empowerment and the skills to act, with others or alone, against prejudice and/or discriminatory actions.

### **Responsive Classroom**

The Responsive Classroom<sup>43</sup> is an approach to teaching that is comprised of a set of well-designed practices that promote safe, joyful, and engaging classrooms and school culture. The emphasis is on helping students develop their academic, social, and emotional skills in a learning environment that is developmentally responsive to their strengths and needs.

Core Beliefs of this approach help students learn a set of social and emotional competencies—cooperation, assertiveness, responsibility, empathy, and self-control—and a set of academic competencies—academic mindset, perseverance, learning strategies, and academic behaviors.

The Guiding Principles in the *Responsive Classroom* approach is informed by the work of educational theorists and the experiences of exemplary classroom teachers:

1. Teaching social and emotional skills is as important as teaching academic content.
2. How we teach is as important as what we teach.
3. Great cognitive growth occurs through social interaction.
4. How we work together as adults to create a safe, joyful, and inclusive school environment is as important as our individual contribution or competence.
5. What we know and believe about our students—individually, culturally, developmentally— informs our expectations, reactions, and attitudes about those students.
6. Partnering with families—knowing them and valuing their contributions—is as important as knowing the children we teach.

Core classroom practices are the heart of the *Responsive Classroom* approach include:

- Interactive Modeling—An explicit practice for teaching procedures and routines (such as those for entering and exiting the room) as well as academic and social skills (such as engaging with the text or giving and accepting feedback).
- Teacher Language—The intentional use of language to enable students to engage in their learning and develop the academic, social, and emotional skills they need to be successful in and out of school.
- Logical Consequences—A non-punitive response to misbehavior that allows teachers to set clear limits and students to fix and learn from their mistakes while maintaining their dignity.
- Interactive Learning Structures—Purposeful activities that give students opportunities to engage with content in active (hands-on) and interactive (social) ways.
- Morning Meeting—Everyone in the classroom gathers in a circle for twenty to thirty minutes at the beginning of each school day and proceeds through four sequential components: greeting, sharing, group activity, and morning message.
- Establishing Rules—Teacher and students work together to name individual goals for the year and establish rules that will help everyone reach those goals.

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<sup>43</sup> Responsive Classroom: Principals and Practices. <https://www.responsiveclassroom.org/about/principles-practices/>

- Energizers—Short, playful, whole-group activities that are used as breaks in lessons.
- Quiet Time—A brief, purposeful and relaxed time of transition that takes place after lunch and recess, before the rest of the school day continues.
- Closing Circle—A five- to ten-minute gathering at the end of the day that promotes reflection and celebration through participation in a brief activity or two.

### **Growth Mindset**

There is a body of research that investigates motivation and personality development. In particular, Dweck (2007)<sup>44</sup> investigated effects of mindset on student learning and performance. From her studies she identified two forms of mindsets, fixed and growth. Dweck defines these as:

"In a fixed mindset students believe their basic abilities, their intelligence, their talents, are just fixed traits. They have a certain amount and that's that, and then their goal becomes to look smart all the time and never look dumb. In a growth mindset students understand that their talents and abilities can be developed through effort, good teaching and persistence. They don't necessarily think everyone's the same or anyone can be Einstein, but they believe everyone can get smarter if they work at it."

Our classrooms will employ growth mindset methods for students as well as the adults.

### **Mindfulness**

Research on mindfulness<sup>45</sup> indicates that mindfulness and meditation may lessen anxiety, promote social skills, improve academic performance, and help executive functions. Daily practice of relaxation response techniques and self-care strategies support positive academic and behavioral outcomes, increases in self-esteem, greater improvements in levels of perceived stress and anxiety, as well as an increase in health-promoting behaviors. In our classrooms, these practices may look like exercises in breathing, concentration, body awareness, and meditation.

### **Technology Integration**

As described in our *New Accomplishments* section, the elementary school moved away from a computer lab model and towards an integrated model with technology being made available for use within the classrooms, rather than only during scheduled lab time. Support for student development of technology-related skills begins in the earliest grades, where students learn how to utilize programs and maneuver basic computer functions (e.g. menu selection, quitting, saving). As children move through the grades, they learn to utilize tools such as word processors for writing, browsers for researching, and media editors for project presentations.

Finally, with respect to preparation for the State computerized testing system, the philosophy of the organization is to move towards more student-directed applications, rather than computer-directed programs. This will help students continually build their ability to manipulate both hardware and software. The purposeful use of technology for word processing, editing, publishing, etc., will help our

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<sup>44</sup> Implicit theories of intelligence predict achievement across an adolescent transition: A longitudinal study and an intervention. L.S. Blackwell, K.H. Trzesniewski, & C.S. Dweck. *Child development*.78 (1), 246-263.

<sup>45</sup> Flook, Smalley, Kitil, Galla, Kaiser-Greenland, Locke, Ishijima & Kasari (2010) Effects of Mindful Awareness Practices on Executive Functions in Elementary School Children, *Journal of Applied School Psychology*, 26:1, 70-95, DOI: 10.1080/15377900903379125

students be more prepared to construct responses and manipulate tools in the State computerized testing system.

### **Enrichment and Intervention Opportunities**

Enrichment opportunities will be naturally offered within LFCSA's instructional program. We will provide varied experiences that connect with our curriculum, like: interactions with Artists in our Artist in Residency program, Guest speakers and performers that are connected with their content learning, community events such as community clean up or Build Day, and so much more. We also believe that our students have continual opportunities for enrichment with our arts-integrated approach, where students are able to attend, visual arts, music, and dance on a regular basis.

With respect to intervention, LFCSA will differentiate its curriculum to meet students' needs. Struggling students will be provided extra support through our Response to Intervention program. In this program, students will receive extra intervention support through both a push-in and pull-out model, depending upon the need.

### **Levels of Integration**

Various levels of integration exist<sup>46</sup> and they can be used as an organizational structure for curriculum development and delivery of instruction. Although their focus was for young adolescents, we believe that their description of the levels of integration can be applied to the elementary grades as well.

**Basic Level:** Involves a few teachers or team who collaborate to select content to complement that be taught by other teachers, encouraging students to see connections and apply learning in one subject matter to another.

**More Sophisticated:**

At this level teacher teams actively plan to teach simultaneous classes focused on an interdisciplinary concept. In their example, a team of teachers could plan lessons around the American Civil war. In this model language arts classes can investigate that era of our history through explorations of its own literature, through subsequent literature about the time period, and through its popular culture. Art and music classes can research the arts of that time, while social studies classes can examine the economics and politics of the era, as well as its famous people and battles. At the same time, science classes can focus on scientific exploration and discoveries of that period, along with its technological achievements and their impact. These are still separate classes, connected by a common concept.

**Higher Level of Integration:**

This level features teachers in a partnered team that "could team-teach a common, unified course. Teacher teams examine a shared interdisciplinary topic in a single space and a larger block of time, thus freeing them of needing to change classes periodically.

**Most Intensive level:**

At this level, it is the same concept of what was noted above, with the addition of working with students collaboratively to plan the curriculum. They state that the focus would likely shift to a larger theme with

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<sup>46</sup> AMLE: Hanover Research (2012). *District Administration Practice*

real-world implications; a theme determined through a questioning process...that relates students' concerns about themselves to those about their world within a democratic environment, emphasizing consensus building. This allows for four types of relationships that impact how middle school students learn:

- Relationship between learner and content
- Relationship between learner and teacher
- Relationships among learners
- Relationships within the content.

The more the curriculum is integrated, “the greater the benefits” and that a fully integrated program results in the greatest degree of success.

At the elementary level, we have developed teacher teams that have worked at the More Sophisticated to Most Intensive level of integration. This type of interdisciplinary curriculum is core to the LFCSA organization’s educational model.

### **Transitional Kindergarten**

Transitional kindergarten (TK) is the first year of a two-year kindergarten program that uses a modified kindergarten curriculum that is age and developmentally appropriate. A child, who completes one year in a TK program, may continue in a kindergarten program for one additional year. A Kindergarten Continuance Form is not needed for children who are age-eligible for TK. A child is eligible for TK if they have their fifth birthday between September 2 and December 2 (inclusive) and each school year thereafter (EC 48000[c])

LFCSA’s Transitional Kindergarten (TK) program prepares students by using Common Core State Standards, Next Generation Science Standards, California Content Standards, California and National Art Standards, and LFCSA’s constructivist-based, arts-integrated, project-based curriculum. It follows the requirements of SB 1381 in providing a modified curriculum that is both age and developmentally appropriate. Academic Calendar and Schedules

We follow a traditional single-track calendar, with 180 instructional days. Once a week we dismiss an hour early for teacher professional development. In addition, we have 7 Pupil Free days that are used for both Parent Conferences and professional development. We follow a staggered bell schedule to facilitate smooth drop-off and pick-up operation. In addition, each Tuesday is an early dismissal day to allow teachers time for professional development and/or planning. See calendar below.

### **Academic Calendar & Schedules**

School Name	Los Feliz Charter School for the Arts
Location Code	4985
First Day of Instruction	August 16, 2021
Last Day of Instruction	June 10, 2022
Thanksgiving Break	11/22/2021 – 11/26/2021
Winter Break	12/20/2021 – 1/6/2022
Spring Break	4/11/2021 – 4/15/2022
Holidays	9/6/2021, 11/11/2021, 1/17/2022, 2/21/2022, 5/30/2022

Other Days Not in Session	Pupil Free Days: 9/24/2021, 11/19/2021, 11/29/2021, 1/7/2022, 4/8/2022, 4/18/2022, 6/13/2022
Shortened Days	Tuesdays (38)
Total Number of Instructional Days	180

Regular Day      Shortened Day      Pupil Free Day      Holiday      School Break

July 2021						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August 2021						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2021						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October 2021						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November 2021						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December 2021						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January 2022						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February 2022						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March 2022						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 2022						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2022						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2022						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

**Bell Schedule**

We employ a staggered schedule to be able to operate smoothly with respect to traffic flow. We utilize shortened days in order to give grade level teams and arts specialists the ability to collaboratively plan arts integrated, project-based lessons and units. From year to year, this staggering in the schedule may fluctuate slightly to help ensure efficient operations.

Grade	Start	Recess start	Recess end	Lunch start	Lunch end	MWRF dismissal	Tue dismissal
TK/K	8:15	10:10	10:30	12:00	12:40	1:45(TK) 2:45 (K)	1:45
1st	8:00	9:50	10:10	12:00	12:40	2:30	1:30
2 <sup>nd</sup>	8:15	10:10	10:30	12:00	12:40	2:45	1:45
3 <sup>rd</sup>	8:20	10:30	10:50	1:00	1:40	2:50	1:50
4 <sup>th</sup>	8:25	10:30	10:50	1:00	1:40	2:55	1:55
5 <sup>th</sup>	8:30	10:50	11:10	1:00	1:40	3:00	2:00

**Daily Schedules**

The following schedule represents a sample daily schedule used by all grade levels. What is not represented in these schedules are the weekly arts and PE classes, which can take place in various windows of time throughout the instructional day.

Regular Day Schedule (K-5 <sup>th</sup> grades)		
8:00 AM	15 min	Morning Meeting
8:15 AM	95 min	English Language Arts: Workshop w/ designated and integrated ELD/Arts
9:50 AM	-	Recess
10:10 AM	110 min	Mathematics
12:00 PM	-	Lunch
12:40 PM	110 min	Interdisciplinary: Science/History Social Science/PE
2:30 PM		End of Day
Instructional Minutes	330 min	

Shortened Day Schedule (K-5 <sup>th</sup> grades)		
8:00 AM	15 min	Morning Meeting
8:15 AM	95 min	English Language Arts: Workshop w/ designated and integrated ELD/Arts
9:50 AM	-	Recess
10:10 AM	110 min	Mathematics
12:00 PM	-	Lunch
12:40 PM	50 min	Interdisciplinary: Science/History Social Science/PE
1:30 PM		End of Day
Instructional Minutes	270 min	

## Instructional Days and Minutes Calculator

We offer more than the minimum instructional minutes.

Grades	Grades Offered	Number of Regular Days	Number of Instr. Minutes Per Regular Day	Number of Early Dismissal Days	Number of Instr. Minutes Per Early Dismissal Day	Number of Minimum Days	Number of Instr. Minutes Per Minimum Day	Number of [Other] Days	Number of Instr. Minutes Per [Other] Day	Total Number of Instr. Days	Minutes Req'd Per State Law	Total Number of Instr. Minutes	Number of Instr. Minutes Above/Below State Req't.
TK/K	Yes	142	330	38	270					180	36000	57120	21120
1	Yes	142	330	38	270					180	50400	57120	6720
2	Yes	142	330	38	270					180	50400	57120	6720
3	Yes	142	330	38	270					180	50400	57120	6720
4	Yes	142	330	38	270					180	54000	57120	3120
5	Yes	142	330	38	270					180	54000	57120	3120
6	No									0	54000	0	-54000
7	No									0	54000	0	-54000
8	No									0	54000	0	-54000
9	No									0	64800	0	-64800
10	No									0	64800	0	-64800
11	No									0	64800	0	-64800
12	No									0	64800	0	-64800

## Professional Development

### How Professional Development Topics are Determined

Professional development topics are addressed at several levels of the organization: school wide topics, grade level teams topics, and individual topics. At the school wide level, professional development topics are chosen from several sources: student outcome data for areas of growth, teacher identified needs, and any new information or programs (e.g. standards, assessments). The Curriculum Committee analyzes these source of information and then makes a multi-year professional development plan, which it then proposes to our School Site Council. The School Site Council reviews, revises, and makes suggested budget allocations to the plan. We anticipate this first year to be focused on the development of the curriculum, and the professional development needed to support the needs of the teachers to do so. The plan, with expenditures is then recommended to the LFCSA Board of Directors, for ultimate budget and organizational approval. The plan is revisited on an annual basis. With the teacher teams, professional development is further differentiated to their needs through the Professional Learning Communities and Lesson Studies, where teams, through collaborative inquiry, create action plans and analyze instruction. At the individual level, teachers are supported through peer observations, cognitive coaching, and teacher evaluations.

### Professional Development Plan for First Year of New Charter Term

Below is a list of major topics for professional development in the first year. Many are a continuation of needs as determined by student data, teacher feedback, and classroom observations.

- SMART goals / Professional Learning Communities
- Math Lesson Studies in CGI and CFLM implementation
- Constructivism
- Teaching Tolerance Social Justice Standards

- English Language Development
- Social Emotional Learning / Responsive Classroom
- Growth Mindset

### **Recruitment**

To ensure the recruitment of teachers who are able to deliver our educational program, we have a hiring committee, consisting of teachers and administrators, and our process has several phases. We begin with posting of available positions using an online recruitment system. From the applicant pool, we first start with a screening of applications. We then invite select candidates for a preliminary interview. For those that pass the preliminary interview, they are invited to present a demonstration lesson, post-lesson reflection conversation, and discussion of a curricular performance task. The final selection is conducted by committee consensus.

### **Induction**

In order support “New to LFCSA” staff in delivering our rich curricula, LFCSA employs a pre-service professional development. The focus of this pre-service is to provide training in the curricular methods that focus on our core values, and unique methods. Any new team member, regardless of years of teaching, is provided this training. Induction will take place 3 weeks before the start of the academic year. The induction spans 3 days.

### **Summer Institute**

Each year, the week prior to the start of the year, teachers, aides, intervention/special education staff, after school instructors, etc., attend the “Summer Institute” training. During the Institute, provide differentiated training to the various teams, and schoolwide we review our progress, discuss new goals, and collaboratively troubleshoot schoolwide issues. The Summer Institute serves as both a training and team building opportunity. For LFCSA, it is important that our staff see their contributions to the school overall.

### **Ongoing Professional Development Models**

During the year, grade level teams and peer-to-peer support is naturally embedded in our planning time. In addition, LFCSA will create a differentiated professional development plan (see LCAP) that addresses both teacher professional development as well as student academic needs. At the individual level, cognitive coaching is used to help individuals identify areas of growth, plan for growth, and reflect on change. In order to deliver a constructivist, arts-integrated, project-based curricula, we have structured two hours of professional development/planning time weekly. In addition, our Pupil Free days also serve as professional development time to address schoolwide needs.

### **Professional Learning Communities (PLC)**

This type of professional development is an ongoing process in which educators work collaboratively in recurring cycles of collective inquiry and action research to achieve better results for the students they serve<sup>47</sup>. LFCSA uses this model to implement a school wide effort focused on improving student outcomes. Grade level teams meet on at the beginning of the year to review data, determine an area of

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<sup>47</sup> <http://www.allthingsplc.info/about>

focus, and create a SMART goal<sup>48</sup> (Sustainable, Measurable, Attainable, Results-Oriented, and Time Bound) action plan. Within this action plan, teachers determine instructional practices, materials, and lessons that are to be investigated to help address the identified area of need. The process is cyclical and iterative. Teachers meet to review progress in their action plan at least twice during the year, and at the end of the year, they meet to reflect on the successes and challenges that deepened their individual and collective learning.

### **Lesson Studies**

Lesson study is a professional development process that teachers engage in to examine their practice, with the goal of becoming more effective. Throughout the year, teacher teams collaborate on studying specific lesson topics to improve their curriculum development and instructional delivery. This studies focus on a small number of "study lessons" which are topics selected by the team based on needs identified from both student assessment data and areas of challenge in instructional delivery. The process involves planning, teaching, observing, and critiquing the lessons. To provide focus and direction to this work, the teachers select an overarching goal and related research question that they want to explore. This research question then serves to guide their work on all the lesson studies.

While working on a study lesson, teachers jointly draw up a detailed plan for the lesson, which one of the teachers uses to teach the lesson in a real classroom (as other group members observe the lesson). The group then comes together to discuss their observations of the lesson. Often, the group revises the lesson, and another teacher implements it in a second classroom, while group members again look on. The group will come together again to discuss the observed instruction. Finally, the teachers produce a report of what their study lessons have taught them, particularly with respect to their research question.

Questions teacher use to guide their selection<sup>49</sup>:

- Think about the aspirations that you have for your students. What kind of students do you want to foster and help develop at your school? What qualities do you want your students to have by the time they leave your school?
- What gaps do you see between these aspirations and how children are actually developing at your school?
- Discuss these gaps with your group. As a group, select a "gap" that you would like to focus on with your lesson study. What "gap" have you selected?
- Write a group goal that states the quality you would like to develop in your students, in order to address the gap that you have chosen.

The process is iterative and teachers continue to study the topic until they determine the need to change to a subsequent topic.

LFCSA harnesses the power of the lesson studies by asking teacher teams to select topics of study based on identified schoolwide areas of need.

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<sup>48</sup> Schmoker, M. (1998). Results: The key to continuous school improvement (2nd ed.). Alexandria, VA: Association for Supervision and Curriculum Development.

<sup>49</sup> <http://www.tc.columbia.edu/lessonstudy/lessonstudy.html>. Teachers College, NY.

### **Peer Observations**

This is also a job embedded model of professional development. Teacher-driven observation empowers teachers to refine their instruction. Through teacher-driven observation, teachers engage peers in gathering and analyzing classroom data—data that speak to the unique context of their own classrooms. This approach has demonstrated potential to meaningfully improve instruction and student achievement. LFCSA encourages teachers to self-select when they want to share, and for those who want to observe. We believe that by providing support to conduct observations, without administrators, empowers teachers to reflect on practice without the added component of evaluation. Within the teacher evaluation process, there is also a peer support component, however it is more formalized, and serves to inform a teacher’s evaluation.

### **Cognitive Coaching**

Cognitive Coaching is a model that supports individuals and organizations in becoming self-directed, and in turn, become self-managing, self-monitoring and self-modifying. The results are stronger individuals within a team and better organizational teams overall<sup>50</sup>. This model resonates with LFCSA’s core values that “Learners never stop learning.”

Cognitive Coaching capitalizes upon and enhances cognitive processes. The process invites the individual and others to shape and reshape their thinking and problem-solving capabilities, and modifies their capacity to modify themselves.

In Cognitive Coaching model, the person being coached evaluates what is effective or ineffective about their work. It can be utilized to help individuals plan, reflect, and resolve conflicts. This model of professional development mirrors our constructivist ideals, where the learner is in control of their learning.

In this model, the “coach” is actually a mediator whose goal is to help the “coachee” become more aware of what is going on inside their head, as it is important for the individual to “see” the thinking that goes on behind their behavior. The model is based on, and fosters, trust and rapport with the person being coached.

### **Individual Teacher Professional Development Conferences**

LFCSA also values differentiation of professional development for individual teachers. Each year teachers are given an allocation allowing them to select conferences that they determine to best fit their individual needs. When individuals attend external events and bring back information to share with others, this then helps to lift more than just the individual teacher.

### **External Experts**

LFCSA also invites external experts to work with teachers in various areas of professional development. The determination of whom to invite is based on the professional development plan, and the needs established in our LCAP plan.

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<sup>50</sup> Costa, A.L., Garmston, R. J. (2002). Cognitive Coaching: A Foundation for Renaissance Schools.

## Meeting the Needs of All Students

### **English Learners (ELs) and LFCSA's English Learner Master Plan**

The Los Feliz Charter School for the Arts' English Learner Master plan describes how the school will support the needs of English Learners. English Learners face the challenging task of concurrently learning the academic curriculum and a new language. In addition, they need to learn English quickly enough and fluently enough to participate in and learn grade level mathematics, reading/language arts, social studies, and science standards. Described below is our plan on how to identify, assess, instruct, monitor, and reclassify English Learners within our educational program.

### ***Process For Identifying English Learners***

#### ***Initial Assessment***

Upon enrollment, the staff will identify any Home Language Survey that indicates a language spoken at home other than English. We administer the English Language Proficiency for California (ELPAC) to all students whose home language is not English within 30 calendar days after the pupil's date of initial California enrollment, or, if administered prior to the pupil's initial date of California enrollment, up to 60 calendar days prior to such enrollment, but not before July 1 of the school year of the pupil's initial enrollment. The ELPAC will be given once each year to ELs until they are reclassified as Fluent English Proficient (RFEP).

We shall notify the parent or guardian, in writing, of the results within ten calendar days of the completion of its scoring of the initial assessment, including whether or not the pupil met the ELPAC initial assessment criterion for proficiency. The notice shall include contact information for use if the pupil's parent or guardian has questions or concerns regarding the pupil's classification.

- . If the pupil does not meet the ELPAC initial assessment criterion for proficiency, the LEA shall classify the pupil as an EL.
- . If the pupil meets the ELPAC initial assessment criterion for proficiency, the LEA shall classify the pupil as Initial Fluent English Proficient (IFEP).
- . A pupil shall be administered the initial assessment only once over the course of the pupil's enrollment in the California public school system, as verified by the LEA through a review of the California Longitudinal Pupil Achievement Data System (CALPADS) data prior to administering the initial assessment to a pupil. NOTE: Authority cited: Section 33031, Education Code. Reference: Sections 306, 313, 60810 and 60900, Education Code; and 20 U.S.C. Sections 6311, 6312, 6821, 6823, 6825 and 6826; Public Law No. 114-95, Section 8002.

#### ***Summative Assessment***

We shall administer the ELPAC summative assessment to all English Learners during the annual summative assessment window, between February and May, until they are reclassified as English Proficient. The school shall notify each pupil's parent or guardian of the pupil's test contractor-scored summative assessment results within 30 calendar days following receipt of the test results from the test contractor. Parent(s) or guardian(s) will, in writing, be informed of their rights, and they will be encouraged to participate in the reclassification process.

### ***Educational program(s) for English language acquisition, including how, where, and by whom the English Learner program components will be provided***

In the classrooms, teachers use sheltering strategies such as connecting to student’s prior knowledge, providing pictorial input, building academic language through the content areas, and by providing ample opportunities for students to express themselves orally in order to practice language objectives. Students’ progress is monitored by teachers via an ELD monitoring folder, which allows teachers to track students’ progress in the three proficiency levels of emerging, expanding, and bridging. This progress is reviewed by teachers and an administrative staff member, at a minimum, per trimester, to determine whether adequate progress is being made.

The three levels represent the stages of English language development, describing expectations for how well students can understand and use the English language at each level as they continue to build on existing language skills and knowledge.

**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 that are 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.

***What services will be offered to students who are English Learners?***

Our English Language Development (ELD) program is designed to enhance self-confidence and promote language proficiency for personal, social, and academic purposes. ELs at all English proficiency levels and at all ages require both integrated ELD and specialized attention to their particular language learning needs, or designated ELD. We approach ELD through both integrated and designated ELD settings.

Integrated ELD is provided to ELs throughout the school day, and across all subjects by all teachers of ELs. The California ELD Standards are used in tandem with the CA CCSS for ELA/Literacy and other content standards to ensure students strengthen their abilities to use English as they simultaneously learn content through English.

Designated ELD time occurs within the English Language Arts block where teachers help ELs in meeting the ELD standards. English Learners will receive designated ELD instruction on a daily basis, at their specific proficiency level (emerging, expanding, bridging). The activities during this time will be connected to the Readers and Writers workshop curriculum. The workshop models allow for targeted lessons and instruction. The amount of designated time is determined by the level of need. LTLs or ELs who are behind by several grade levels, will have longer designated periods, ranging from 30 – 50 minutes per day.

A balanced literacy program is used which encompasses Specially Designed Academic Instruction in English (SDAIE) strategies to address the needs of our second language learners. This allows our ELs to develop their ability to use English to communicate with others, gain knowledge, and acquire skills. All ELD lessons have a targeted form and/or function that are based on students' language proficiency needs. Reading comprehension is emphasized, and students engage in oral discussions highlighting the relevance of literature to their life. Writing instruction is presented, using SDAIE strategies, through the techniques of modeling. Various multi-cultural experiences are incorporated into the curriculum instilling self- confidence and self-esteem. Cooperative learning techniques and project-based instruction are used to enhance social and academic development. These high leverage strategies promote differentiation and also allow students to engage in high-level vocabulary, increased literacy and increased comprehension skills.

We use the *Units of Study for Teaching Reading* created by Teacher's College Reading and Writing Project, published by Heinemann, as our core reading curriculum. This curriculum utilizes leveled reading books and grade level libraries, which includes approximately 3000 titles.

We use the *Units of Study for Writing* also created by Teacher's College for its core writing curriculum. The Units of Study for both Readers and Writers workshop are aligned, at each grade level, with the California Common Core Language Arts standards for English Language Arts as well as California ELD Standards.

Additionally, we implement the *Scottish Storyline* method, which is intended to develop learners' all-round communicative competence across content areas. Learners work in small groups and take on and retain the roles of characters in a story, which is set in a particular time and place. The story develops through the use of open-ended guiding questions that elicit student production of language via oral and written responses. The collaborative nature of this method encourages students' language production in a more natural approach.

This key questions are created by the teacher on the basis of the curriculum content to be covered. Work on the key questions integrates theoretical and practical subjects. In the case of English language development, the aim is to create meaningful tasks and practice in a holistic way, the skills of reading, writing, speaking and listening. Activities provide practice for grammatical structures and vocabulary with which the learners are familiar, at the same time, it also creates opportunities for learning new grammar and vocabulary.

Another way in which we support students in developing their listening, speaking, reading, and writing skills is through the implementation of Different Ways of Knowing (DWOK) modules. These modules are inquiry based, arts-infused, interdisciplinary, and social studies based. Students have the opportunity to practice a variety of verbal and nonverbal strategies that support their English language development.

Speaking and Listening strategies:

- Planning
- Gaining a sense of audience
- Questioning
- Debating
- Critiquing
- Interviewing

- Projecting
- Discussing
- Evaluating
- Communicating with voice, body, actions, images
- Creating
- Collaborating
- Taking turns
- Compromising
- Making group decisions

At LFCSA, the home culture and language of all students are valued. While all students will develop as English speakers, readers, and writers, all cultures and languages will be honored and integrated as much as possible. At all times, students' primary language will be honored and valued as both an instructional tool and learning resource for all students in the class. The entire school community will be enriched by the multi-lingual and multi-cultural qualities of its students.

***How, where and by whom the services will be provided?***

English Learners will receive English Language Development instruction throughout the day and across content areas by classroom teachers. Classroom instruction is differentiated to address the English Language Development Standards. In addition, students can also be identified for additional support with our Response to Intervention program. In addition, LFCSA provides ongoing staff training in the area of English Language Development to help teachers accomplish both integrated and designated ELD supports. We will adhere to federal, state, and district mandates regarding ELD education and will be vigilant about timely reclassification of EL students.

***How will students who are English Learners be evaluated each year and how will the results of this evaluation be used to improve those services?***

The ELPAC is one of the measures used to determine whether students' progress from English Learners to Fluent English Proficient students. Students are also evaluated in other ways beyond the ELPAC test. School-based assessments include both formative and summative assessments. The following is a list of school-based assessments used at LFCSA to track ELD level progression:

- Basic Phonics Skills Test (BPST)
- Reading Level Assessment – Fountas & Pinnell / TCRWP
- On demand writing piece
- End of writing unit piece
- Response to literature journal entry
- Presentation checklist
- Discussion checklist

Teachers collect student work samples like these, and evaluate students' progress in meeting the English Language Development (ELD) standards. All teachers providing ELD services track students' ELD level progression span throughout the year. To effectively track student progress, we utilize LFCSA's English Language Development Monitoring Folder. These monitor progress made based on school-based assessments at least three times a year, which coincides with our reporting periods.

***Reclassification***

The goal of the English Learner Program is for students to become fully proficient in English and to master state standards for academic achievement as rapidly as possible. We use multiple assessment tools to determine a student’s English Language proficiency level. Once students are determined to be English language proficient, they are eligible to exit the English Language Learner program.

The reclassification of students is a four-step process that begins with the review of annual ELPAC results for English Language Proficiency. For this criterion, students need to meet the ELPAC definition of proficiency. The ELPAC has four performance level descriptors: 4 – well developed; 3 – moderately developed; 2 – somewhat developed; 1 – minimally developed. Students need to demonstrate a level 4 or 3, which is correlated with the English Language Development Standards upper range of “Expanding” through “Bridging.” Students must also be at Met or Exceeds Standard on the state standardized testing in English Language Arts and Mathematics. Prior to reclassifying, the teacher is asked to report on student’s academic progress in reading and writing and whether or not student is ready to reclassify. Once teacher recommends reclassification, the parent is consulted and asked to approve or decline the reclassification from English Learner to Redesignated Fluent English Proficient.

<b>Reclassification Criteria Grades K-2</b>	<b>Reclassification Criteria Grades 3-5</b>
<b>Annual ELPAC scores:</b> Student achieves a level 3 or 4 overall; with each domain requiring a level 3 or higher.	<b>Annual ELPAC scores:</b> Student achieves a level 3 or 4 overall; with each domain requiring a level 3 or higher.
<b>Performance in Basic Grade Level Skills:</b> Met benchmark goals in English Language Arts assessments (i.e. BPST & TCRWP/Fountas & Pinnell) for the previous and current academic year.	<b>Performance in Basic Grade Level Skills:</b> Met or Exceeded Standard level on State Standardized tests (i.e. CAASPP)
<b>Progress Report:</b> Received marks of 3 or 4 in English Language Arts.	<b>Progress Report:</b> Received marks of 3 or 4 in English Language Arts.
<b>Teacher Evaluation/ELD folder:</b> Scores reflect “bridging” the standards, as indicated on the ELD monitoring card.	<b>Teacher Evaluation/ELD folder:</b> Score reflect “bridging” the standards, as indicated on the ELD monitoring card.
<b>Parent Notification and Approval</b>	<b>Parent Notification and Approval</b>

***Ongoing Monitoring of Reclassified Students, Long-Term English Learners (LTELs), and for students “At Risk” of becoming LTELs***

We will also monitor the progress of students reclassified as RFEP for two years following reclassification to ensure that these students maintain English proficiency. When students appear to not maintain proficiency, we will provide necessary support and intervention. For “At Risk” and Long-Term English Learners, the ELPAC and ELD monitoring folders will be used to determine areas of need for LTELs. They will be given additional support to address these identified needs (e.g. increased designated ELD time from the classroom teacher, extra support from our Response to Intervention Specialists, access to after school tutoring, etc.). Parents will be notified of their LTEL status, the characteristics of LTEL students, and the risks associated with LTEL status, as well as benefits to reclassification and ways to address to reclassification.

### ***Annual Evaluation of the EL Master Plan***

We will utilize the following benchmarks to determine areas of strength and need within our EL program. The percentages of students:

- Annual percentage of students meeting the ELPAC proficiency levels
- Annual percentage of students reclassified
- Annual reflection from teachers on the implementation of the ELD monitoring folders
- Monitoring the percentage of Long-Term English Learners and determining further supports.
- Monitoring, for two years, the percentage of Reclassified students who are able to maintain academic proficiency.

We have included benchmarks for monitoring English Learner subgroup progress in our Local Control Accountability Plan. Progress will be monitored throughout the year, and formally reviewed annually by teachers, our School Site Council and our Board of Directors.

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

LFCSA’s instructional program is designed to differentiate instruction for students at different levels, students achieving above grade level are given access points beyond what is expected in the grade level standards. For example, in Readers Workshop, a classroom can have students reading at a wide range of levels. In addition, LFCSA’s project-based curriculum incorporates Gardner’s multiple intelligences, and is designed to allow all students to pursue their learning in an in-depth way and at a challenging pace. Most of our curricular programs have differentiation inherently built in. With our instructional methods, students are viewed to be learning on a continuum, rather than being “capped” at a grade level standard. Our Readers and Writers Workshops, DWOK, Scottish Storyline, and Cognitively Guided Instruction methods, all give teachers the capacity to instruct students beyond the grade-level standard.

The Charter School will work to refer students for various Gifted And Talented Education (GATE) considerations through parent referrals, teacher referrals, and by school referrals for students who have attained advanced benchmarks in the State standardized tests. Referral applications are reviewed by the school’s G.A.T.E. Committee for approval for referral for testing. The Charter School will formally identify students through a fee-for-service to have a LAUSD school psychologist conduct the assessment. Students in our GATE program are monitored by their classroom teachers, and are not part of a separate program. Teachers are responsible for monitoring, differentiating, and extending the assignments for gifted students. The Director of Student Support Services is the onsite designee for GATE questions and referrals.

## **Students Achieving Below Grade Level**

LFCSA has a multi-tiered system of support to address the variety of learning needs of our students, including academic, emotional, behavioral. For students in general education, these supports include Student Success and Progress Teams, Response to Intervention, and social skills groups led by our counseling interns.

LFCSA implements a Response to Intervention (RTI) program that is focused on intervening early on, and is divided into a three-tiered model. In Tier 1 (Core), interventions occur within the classroom and are implemented through the classroom teacher's core instruction and lesson planning. These interventions are considered normal interventions (i.e. differentiation of instruction via mini-lessons, small group work, individual conferencing) that are utilized within our general curriculum. For students who need more support, Tier 2 (Strategic) interventions occur for students whom are struggling to reach grade level benchmarks and are not demonstrating enough progress at the classroom level. Typically, students in Tier 2 receive intervention as a supplement to core instruction. Through school wide assessments, students are identified and referred to different intervention support systems, one of which is support from our Response to Intervention Specialists Team, which is currently comprised of the intervention specialists, our special education coordinator, and administrator. Another example of a Tier 2 support may be to convene a Student Support and Progress Team (SSPT), which is generally comprised of parents, classroom teachers, administrators, and any other concerned parties. This team meets to share strengths and challenges in the classroom, pertinent health/home information, and collaborates on developing an action plan to support the student's next step(s). The plan may include supports to be provided by the teacher as well as other intervention strategies for families to implement at home and outside of school (e.g. additional personalized assignments, chunking or scaffolding of assignments, preferential seating, behavior contracts, pro-social skills, etc.). The plan is monitored by the SSPT team and revisited by the team to evaluate progress and determine next steps. Generally, within the first six to eight weeks of school, using existing, if available, and new assessment data, teachers begin to identify students in need of Tier 2 supports. Parents are notified of interventions in writing, or via meetings like the SSPT (which is formalized through an SSPT plan).

Tier 3 (Intensive) supports are for a smaller percentage of the population, where students whom show little or no progress from the Tier 1 and Tier 2 interventions may be supported through a 504 plan, behavior support plan, specialized instructional materials, establishing communication norms for progress, additional support from different instructors or referred for evaluation for Special Education Services.

With most intervention programs, the students are pulled away from their normal classroom lessons in order to "catch them up." Generally, students who are below grade level expectations are very self-aware they are "behind" their peers, and this awareness can be further heightened when they are pulled out for extra help. Also, pulling students out for intervention services can contribute to disruption in learning, due to the fact that students often miss part or all of important classroom lessons while receiving intervention. Therefore, LFCSA's model of Response to Intervention (RTI) support pushes into the classroom. It does not just focus on helping students develop specific reading and math intervention strategies, it also works to protect the students' socio-emotional development by providing services that are integrated in the classroom, in a manner that does not outwardly identify their challenges.

Currently, students are identified through school wide assessments (e.g. MAP Growth, Fountas and

Pinnell Reading Assessments, CGI benchmark assessments) to determine areas of need. We then employ our Response to Intervention Specialists to provide targeted support for students, whom are not in receipt of Special Education Services. The RTI team meets on a regular basis to work out protocols and processes to help ensure efficient delivery of services. In order to not stigmatize the “targeted” students, the RTI specialists first focus on developing relationships with students, prior to focusing on their challenge areas. By building strong rapport, the children are better able to feel safe to take learning risks, or be more comfortable in making mistakes. It is through the identification of the mistakes, that we are able to target their misunderstandings and help correct them.

Students in the RTI program are formally assessed at each trimester, to determine if intervention services need to continue, if the student has achieved benchmark and is exited, or if the student has not made progress and may need to be considered for additional services.

### **Socio-Economically Disadvantaged/Low Income Students**

The Charter School identifies students who are socioeconomically disadvantaged/low income through National School Lunch Program applications or the Direct Certification program. We annually survey economically disadvantaged parents for their feedback on our program, what informational topics they might find to be helpful, how supported they feel, etc. These results help us better understand how to implement stronger supports.

With respect to academic needs, Socio-Economically Disadvantaged are offered the same interventions and strategies that are employed school-wide. In addition, for those whom are underperforming, they are offered supplemental education services in the form of afterschool tutoring. LFCSA contacts with an outside vendor for these services, and student progress is monitored via a pre-test, post-test, and attendance at tutoring sessions. Data is monitored within the school’s data and assessment system.

Our community makes strong efforts to provide support by fundraising so that the school can continue to offer discounts or scholarships for enrichment activities or goods (e.g. yearbook, book fair certificates). This support is provided in a way that protects the identity of students whom are participating in the National School Lunch Program.

### **Students with Disabilities**

NOTE: The FSDRL contains all provisions necessary to address matters related to students with disabilities and special education.

### **Students in Other Subgroups**

Currently the elementary school does not have significant subgroups within other subgroup types (e.g. Homeless, Foster, Standard English Learners). If our population should change to include other subgroups, we would be responsive by creating supports such as the following:

Foster youth can also benefit from many of the services provided for other subgroups, and we would assign a staff member to serve as the liaison between the school and the foster family or home, any others working with the child. Foster youth are identified through the statewide matching system in CALPADS, or they can also be locally matched through the Child Welfare System/Case Management System.

Students in subgroups such as foster and homeless youth have a liaison who will serve as the liaison between the school and all care providers.

Administrators, teachers, and any other relevant service providers will monitor progress for students in all the subgroups. The foster youth liaison or homeless liaison will remain in regular contact with all care providers to share data and develop systems that will meet the needs of each student“

### “A Typical Day”

The following describes what a visitor should expect to see and hear on a typical day when the school’s vision is being fully implemented. The day is seen through the lens of a 5th grade student.

### **Alex’s Background:**

*Alex is a 5<sup>th</sup> grade student who lives about 2-miles from the school. He is biracial, and has one younger sibling. The language spoken at home is mostly English, with some Spanish. The community surrounding their single-family home is part residential and part industrial. The neighborhood is fairly clean, and has little foot traffic during the day, with the exception of students walking to and from a high school nearby. The residents in this community mostly have Hispanic backgrounds, and the home values are slightly less than the city’s median home value.*

### **6:00 a.m. Building Opens**

The school opens and custodial and office staff begin preparations for the day.

### **7:30 a.m. School Opens**

The office is open to the community. The exterior of the building is bright and inviting, accented with greenery and simple décor. Upon entering the building, people are welcomed and there are images of children and work in the lobby area. Students come to campus and begin their day by socializing with friends on the playground. In our staggered schedule classes begin for the youngest grades at 8:00 a.m. with others starting shortly afterwards until 8:45 a.m.

### **8:00 a.m. Classes Begin**

Children begin to arrive to school, and our staggered schedule for starting class begins at 8:00 a.m. until 8:45 a.m. As they come into the school, they either proceed to their classroom or socialize with friends on the playground. There are children sitting with other children chatting in small groups, and others are engaging a variety of activities offered on the playground before the school day “officially” begins (e.g. books and games).

Alex’s class begins at 8:00 a.m. As Alex enters the classroom, he settles in by greeting the teacher and his classmates. He goes to his cubby to put away his backpack, and takes out his sketchbook to show the teacher how he is progressing with the independent work for the class project. This term, the fifth graders are studying the universal theme of Power and the concept of Visual Hierarchy, by interpreting information in media. In this project, students integrate their work in Different Ways of Knowing (D.W.O.K), Visual Arts and Writing. They looked at posters from the civil rights era through the last presidential election, and investigated the different civic struggles and issues represented in the posters. The work that Alex brought in was his exploration on how he would change the posters in ways that he felt would communicate his ideas clearly and powerfully.

For the first few minutes of the day, everyone is interacting at a calm and comfortable level, much like a living room conversation. Some are reading together, some are chatting, and some are working on their on-going assignments. Prior to the students entering class, the teacher has organized her materials for the day's lessons. She has students distribute new assignments to the independent learning centers and put reviewed assignments in their cubbies. She has put up the students "Hopes and Dreams" comments onto a poster board that emphasizes the value of having a growth mindset. Once the students are settled, the classroom community is called into a morning meeting, where there may be a topic or activity comes from our Responsive Classroom program.

**8:15 a.m. Language Arts**

There are no bells at LFCSA; instead, a morning chime alerts the students to the daily announcements. Two representatives from the student leadership team greet the school and make announcements for the day. They begin with "Put-Ups" dedications, which are opportunities for people to publicly acknowledge the positive actions of others. They announce that Ms. Alvia, the 5th grade teacher thanked Mr. Phillips' 3rd grade class for their presentation on healthy habits, and they most enjoyed learning about how they investigated the amount of fat in different foods. They read another "Star" given by Melanie, a 2nd grade student, to her classmate, Sofia, for peer editing her rainforest report. They then announce that there will be a special presentation in the "events" area during the lunchtime, where one of LFCSA's parents, Mr. Juarez, will "Show and Tell" what he does for his work as a mechanic. A reminder is given to all classes that today's "Don't Pass on Trash" classroom, Ms. Harvey's Kindergartners, will be tidying up the campus and organizing the lost and found area. As the announcement is going, the teacher is also actively listening. Once the announcement is done, the teacher clarifies as necessary.

Announcements are done and students go to their cubbies to take out their **writing journal**. Since they do not have specific seats assigned to them, Alex goes to one of his favorite spots and begins to write about a particular experience he encountered – he writes about visiting his friend after school and playing soccer. After 15 minutes, they get invited by their teacher to join the **community circle**. *Community Circle lasts around 15-20 minutes. Students and teacher sit in a circle on the ground and follow some very certain rules to help keep a conversation going: Appreciation of Others (i.e. no put-downs), Listen Attentively, Respect Everyone, Right to Pass (students can pass when it's their turn.)* The teacher facilitates the conversation. In today's conversation, a student shares that she saw several advertisements on various bus stops that she thought was representative of their study on visual hierarchy. She shares that she notices most of the advertisements that have minorities show them in action movies or smaller rolls, and wonders why. The teacher writes her question on the chart, along with responses the other children made to her comment so that they could return to it as they encounter new learning in their unit. Here, our constructivist philosophy is embedded in the community circle as students are given a "space" to exploring their wonderings, and hold a question for further inquiry.

During **Reading Workshop**, Alex takes out his bag of various book titles that are at his reading level. He selects one and chooses a place to sit. As he is reading, he writes in his response journal different things that he encounters, from difficult words, to specific thoughts he has while reading. The teacher comes to sit next to him, to monitor what he is recording. She notices the words he is having difficulty with and makes note of the words to prepare a mini-

lesson to support him with the specific syllable sounds. Around the class, students are working in groups; one group is reading independently from non-fiction books, articles, and papers related to the unit; another group is reading a story together and quietly discussing connections: text to text, text to the world, text to self; the third groups are working with the teacher on inferences.

Differentiation occurs throughout the entire day. Students are working at their levels in small groups and independently. The teacher makes sure to meet with all the students to provide support and encouragement for progress to move forward. Those students working above grade-level also receive support to continually progress to the next level.

In the classroom, there are also parents of classmates helping small groups, individuals, or making presentations to class. The school encourages parents to volunteer so that they can see how the academic program functions, and to strengthen the home school connection. Alex's mother is able to volunteer during the school day, and she is scheduled to share her expertise in embroidery later in the week. Because his friend's parents are unable to volunteer during school hours, they are able to volunteer by participating on the school site council and gathering/prepping classroom project materials at home.

**9:50 a.m.                      Recess**

Students get their snacks from the snack bin and go outside to eat their snack first, use the restroom and play (Various activities outside are free choice: same as the ones offered in the morning). Alex eats his snack, walks to the restroom and then goes to continue building wooden towers.

**10:10 a.m.                      Mathematics**

Upon entering the class, Alex goes to his cubby and gets his math journal. Students gather together for a number talk, where they are explaining their thinking on how they are mentally solving an equation the teacher has presented. Next the class is presented with a CGI problem and they review the problem before setting off individually to work on the problem. The teacher offers to hold a small group to go over the problem further, and Alex decides to stay as he did not fully understand the context. After the minilesson, Alex has a better understanding of what is being asked and he begins to work on solving it. Meanwhile, the teacher is circulating among the students taking anecdotal notes on the student's problem-solving strategies, and noting good examples of mistakes and correct solutions to share. As students finish their work, they are able to select from other independent math activities to practice automaticity and fluency. The teacher calls the whole group together to discuss the various ways students' approached the problem. In doing so, she carefully scaffolds the student examples so that students can compare solutions and look for where errors occur and what strategies are more useful or efficient to utilize. At the end of the CGI session, the teacher reminds students that the next day they will resume their work in Context For Learning Mathematics as they explore fractions in the Parks and Playgrounds Unit.

**12:00 p.m.                      Lunch**

Students either bring their own lunches or receive a well-balanced, healthy meal. There are different entrées and fresh fruits and vegetables to choose from. They sit with a small group of friends and hold relaxed conversations. Adults are present, but they are not patrolling, rather they are engaging students in conversations, connecting learning to current events, and

demonstrating respect and care. Some teachers bring their lunches out today to eat with the children and they begin a “family table” discussion about things that are happening in their lives. As students finish eating, they can play a sport, go to the events area to listen to the parent “Show and Tell”, or continue socializing with friends. Students finish eating and wait for their turn to leave the tables. Everyone takes responsibility to ensure that there is no paper or trash on or underneath the tables before they leave the area to go play. Concurrently, classes are outside for Physical Education. Students have Physical Education/Dance for 50 minutes, twice a week.

**12:40 p.m. Interdisciplinary – Project-Based Arts Integrated Work**

In Alex’s book buddy classroom, where the 5th students are matched with 1st grade students to share in the joy of reading, the children are studying the universal concept of Relationships by working on an 8-week Scottish Storyline unit focused on creating an ideal community. In this classroom, Alex hears his book buddy talk about how their class received a letter from the Los Angeles City Planner’s Office asking the class for help with planning an ideal community. Students were asked essential questions about what makes up a community and what is necessary to have in order to have a well-functioning community. Driven by these questions, the students decided what needed to be done, how to accomplish it and carry it out. Within the story, characters were created to fill in roles/jobs for the community, and as the community evolved, problems arose (e.g. someone stealing, dumping trash), resulting in the need to create laws. At this point in the Storyline unit, the students were writing down the laws that would be needed to help maintain their ideal community.

**1:25 p.m. Art Specialists**

Alec and his class attend one of four weekly specialists classes. He has music, dance, visual arts, and physical education classes each week. Today he is in music where the class is learning how to play guitar, with the goal of creating a song that will be used to in the grand opening of their ideal community that they are working on through the Scottish Storyline.

**2:15 p.m. Circle Time/Closing**

During this time, all students meet at the rug to reflect and share something from the day that was either a “rose or thorn.” During this time, the teacher helps students recall major points of learning, and to explore whether any answers were found to their ongoing questions.

**2:30 p.m. Dismissal or Afterschool Program**

Students are either picked up in carpool or attend the afterschool program.

**3:45 p.m. – 4:45 p.m. Committee Meetings**

There are several committees at the LFCSA. Committees meet at various intervals to make decisions and implement work towards the school mission and vision. As Alex prepares to leave school, he sees as he walks by a classroom a group of teachers, the principal and some of her friends’ parents talking about what next month’s “Equity and Justice” topic will be. Parents receive information on upcoming agendas and minutes for meetings through emails, on the school website, phone calls, and handouts students bring home on a weekly basis. They are also invited to attend the meetings or can observe the meetings on the school website.

**5:00 pm                      Parent Workshop**

At LFCSA, parents are afforded opportunities for expanded development through adult workshops. The school also serves as a networking center for community activities and resources. Today there is a workshop on “How to support your child with friendships.”

**6:00 p.m.                      School Board of Directors meeting**

Trustees of the school meet monthly to take in information, feedback and data to make decisions that will further the successful efforts in reaching the vision of the school. Parents often attend and speak at meetings to offer information, suggestions, and concerns.

**6:30 p.m.                      The school office closes**

The afterschool program supervisors and teaching staff as well as custodians still have access to the office facility for emergencies.

**9:00 p.m.                      School closes**

All classes are cleaned and prepared for the following day. The yard, bathrooms, halls and outdoor areas are serviced, and all maintenance work for the day is completed. The custodians shut down and close the school for the night.

## **ELEMENT 2 – MEASURABLE PUPIL OUTCOMES AND ELEMENT 3 – METHOD BY WHICH PUPIL PROGRESS TOWARD OUTCOMES WILL BE MEASURED**

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

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

### **Measurable Goals of the Educational Program**

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

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

### **Standardized Testing**

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

### **Measurable Goals of the Educational Program**

The measurable goals of the program are aligned to the State priorities. Please refer to Local Control Funding Formula table in Element 1.

### **Measurable Pupil Outcomes: Summative Assessment Performance Targets**

Performance targets are aligned to the State priorities. Please refer to Local Control Funding Formula table in Element 1.

### Other Performance Targets

Other performance targets are aligned to the State priorities. Please refer to Local Control Funding Formula table in Element 1.

### Assessments

Los Feliz Charter School for the Arts uses a variety of assessments, both formative and summative, to monitor and report student progress on learning and mastery of standards.

The following list describes the types of assessments we utilize:

<b>State Standardized Assessments</b>			
	<b>Grade Level(s)</b>	<b>Type</b>	<b>Frequency</b>
Smarter Balanced Assessments: English Language Arts & Math	3 <sup>rd</sup> -5 <sup>th</sup>	Summative	Annual
English Language Proficiency Assessments for California (ELPAC)	All	Summative	Annual
California Science Test (CAST)/CMA/CAA: Science	5 <sup>th</sup>	Summative	Annual
Physical Fitness Test (PFT)	5 <sup>th</sup>	Summative	Annual
<b>Los Feliz Charter School for the Arts Assessments</b>			
<i>English Language Arts</i>			
Teachers College Reading and Writing Project (TCRWP)	TK-5 <sup>th</sup>	Formative & Summative	Ongoing
Fountas & Pinnell Benchmark Reading Assessments	TK-5 <sup>th</sup>	Formative & Summative	Ongoing
Basic Phonics Skills Test	TK-3 <sup>rd</sup>	Formative & Summative	Ongoing
SBAC Interim Assessment Blocks	3 <sup>rd</sup> -5 <sup>th</sup>	Formative	Ongoing
NWEA Map Growth	3 <sup>rd</sup> -5 <sup>th</sup>	Formative	2-3x year
Teacher Created Assessments	TK-5 <sup>th</sup>	Formative	Ongoing
<i>Mathematics</i>			
Context For Learning Mathematics	TK-5 <sup>th</sup>	Formative & Summative	Ongoing
Cognitively Guided Instruction	TK-5 <sup>th</sup>	Formative & Summative	Ongoing
SBAC Interim Assessment Blocks	3 <sup>rd</sup> -5 <sup>th</sup>	Formative	Ongoing
NWEA Map Growth	3 <sup>rd</sup> -5 <sup>th</sup>	Formative	2-3x year
Teacher Created Assessments	TK-5 <sup>th</sup>	Formative	Ongoing
<i>Science</i>			
NGSS Standards Based Unites	TK-5 <sup>th</sup>	Formative & Summative	Ongoing
Teacher Created Assessments	TK-5 <sup>th</sup>	Formative	Ongoing
<i>Social Science</i>			
Scottish Storyline & Design Based Thinking Units	TK-5 <sup>th</sup>	Formative & Summative	Ongoing
Teacher Created Assessments	TK-5 <sup>th</sup>	Formative	Ongoing
<i>Arts</i>			
Teacher Created Assessments	TK-5 <sup>th</sup>	Formative & Summative	Ongoing

### Method for Measuring Pupil Progress Towards Outcomes: Formative Assessment

Teachers utilize many forms of formative assessments to monitor and measure student progress. They are employed regularly through our published curricular programs, and at specific, relevant points in our project-based units. Following are descriptions of the types of assessments teachers utilize to inform their instruction. Many of these are measured by rubrics, and we work to employ student self-assessment and peer assessment within many of our rubrics. Formative assessments inform teachers on students' progress towards mastery of state standards, and can also help the student understand where they are in that trajectory. Formative assessment information can come from questioning and discussion with students, from their work (e.g. quizzes, assignments, portfolios, journals, etc.), or from direct observation of students doing their work. When students and teachers are able to share data about the quality of student work relative to the learning targets, learning improves.

### **Authentic Assessment**

Students' performance will also be assessed authentically throughout the year via teacher created assessments. In this form of assessment, students are asked to construct their own responses rather than select from ones presented. Authentic assessments replicate challenges faced in the real world. All assessments will be directly connected to state standards and universal concepts taught throughout LFCSA.

<b>Traditional</b>	<b>Authentic</b>
Selecting a Response	Performing a Task
Contrived	Real-life
Recall/Recognition	Construction/Application
Teacher-structured	Student-structured
Indirect Evidence	Direct Evidence

### **Product**

In response to a prompt (assignment) or series of prompts, students construct a substantial, tangible product that reveals their understanding of certain concepts and skills and/or their ability to apply, analyze, synthesize or evaluate those concepts and skills. Examples include:

- **Product-like examples**
  - Short-answer essay questions
  - "Show your work"
  - Brief summaries
  - Peer editing
  - Journal response; literary journal reflections
  - Homework reflections; article reflections / rubric

Evaluating work of others  
Self-assessment  
Self and group evaluation  
Reflections

- **Response items**  
Essays, stories, or poems  
Projects / rubric  
Literary analysis  
Character analysis  
Argument analysis / rubric  
Analyzing primary sources  
Surveys  
Preparing for a discussion  
Posters  
Collages  
Pamphlets  
Brochures  
Magazine covers  
Games  
Comic strips  
Books; Booklets

### **Performance**

In response to a prompt (assignment) or series of prompts, students construct a performance that reveals their understanding of certain concepts and skills and/or their ability to apply, analyze, synthesize or evaluate those concepts and skills. It is similar to a constructed-response item in that students are required to construct new knowledge and not just select a response. However, performances typically are more substantial in depth and length, more broadly conceived, and allow more time between the presentation of the prompt and the student response than constructed-response items. Examples include:

- **Performance-like examples**  
Conducting an experiment  
Skits  
Role-plays  
Book talks  
Debates  
Panel discussions  
Fishbowl discussions

### **MAP Growth Assessments**

LFCSA has adopted the MAP Growth (Measure of Academic Performance) Test. It is a computerized adaptive test that tracks students' individual growth over time. We believe this tool will give us access to more information in a more efficient manner as compared with the SBAC Interim Assessments. MAP Growth uses a RIT (Rasch Unit) scale to help measure and compare academic growth. It represents the

level where a student is ready to learn, also known as the Zone of Proximal Development. The test finds that level by pinpointing where a student would just as likely answer incorrectly as correctly, the point between knowing and not knowing answers.

Because the scale measures levels in academic difficulty and extends equally across all grades, we can then compare a student's score at various points throughout their education.

### **SBAC Interim Assessments**

LFCSA will utilize data to determine when to utilize the SBAC Interim Assessment Blocks. Because of the adoption of MAP Growth, it is anticipated that the Interims may be used to focus on discrete areas of need. Grade level teams will determine which interim assessments to employ, and the frequency by which they will be administered. We will continue to train teachers on understanding interim assessments, and how to conduct local hand scoring of constructed responses and essays. Teachers will then be able to utilize the interims as formative or summative assessments to determine student mastery of CCSS.

### Data Analysis and Reporting

#### **Cycle of Inquiry**

As a professional learning community, we utilize an ongoing process in which teachers and administrators work collaboratively in recurring cycles of collective inquiry and action research to achieve better results for our students. We utilize an ongoing process that fosters continual improvement by:

- Gathering evidence of current levels of student learning
- Developing strategies and ideas to build on strengths and address weaknesses in that learning
- Implementing those strategies and ideas
- Analyzing the impact of the changes to discover what was effective and what was not
- Applying new knowledge in the next cycle of continuous improvement

Teachers analyze data throughout the year, both formally and informally. As grade level teams, data about current instructional practices and the levels of achievement of the students are utilized to inform the development of S.M.A.R.T. goal action plans for identified areas of need. Along with the data, teams also explore both best practices in teaching and best practices in learning to help inform the activities in the action plan.

Progress towards S.M.A.R.T. goals is monitored at various times in the year, with a culminating reporting of results towards the end of the year. The time spans between monitoring points are determined by the action plan, where some actions may have a quick action and can be revisited within a few weeks, to a longer span that may require monitoring by trimester. To track student achievement data, teachers, administrators, and related service providers, will be using the *Illuminate's Data and Assessment* system to enter, disaggregate, analyze, and report student performance. This will occur, at various intervals, usually at the end of units, and at a minimum, by trimester. Administrators are able to monitor schoolwide progress along with significant subgroups, minimally by trimester through a data software system. In addition, with this program teachers also have the capacity to create both formative and summative assessments aligned to CCSS from their item test bank.

Results from data analysis are used to inform instruction, create intervention groups, and to report on student progress three times a year.

Teacher teams are expected to formally monitor their S.M.A.R.T. goal progress during the pupil free days scheduled during the year. Pupil Free days are often a combination of professional development, planning, progress monitoring, and reflection on team and schoolwide goals. Each team’s progress on its plans is monitored by the grade level chair and administration by trimester.

Grading, Progress Reporting, and Promotion/Retention

**Grading Policy**

Teachers utilize a variety of assessments to inform grades. Grade level teams determine the assessments to be used to inform progress reporting and final grades, so that we can ensure standardization. We utilize a 4-point scoring system for both academic grades and learner habit grades. Below is a breakdown of what each rubric score represents.

	1	2	3	4
<b>Progress Reporting</b>	Making No Progress	Making Some Progress	Making Adequate Progress	Standard Exceeded
<b>Final Grades</b>	Standard Not Met	Standard Nearly Met	Standard Met	Standard Exceeded

**Student Progress Reports**

Each individual student’s progress is evaluated at the end of each grading period. There are formal grading periods by trimester, and students and families are given feedback throughout the trimester with respect to progress on unit assessments. Grades are given in the form of a rubric score and narrative comments. Parent-Teacher conferences are scheduled twice a year to coincide with these assessments. A final report card is sent home at the end of the school year.

LFCSA teachers collaborate on the development of the school's narrative Progress Report, which is issued at the end of each trimester. A four-point rubric, developed by teachers across all grade levels, is used to grade students on progress towards achievement of academic standards in the following content areas: English Language Arts, Mathematics, History/Social Studies, Science, Physical Education, Arts, and Foreign Language.

Social Skills and Learning Habits are graded using a rubric describing the student's practice of the skill and habit. A comment section allows teachers opportunities for further written elaboration about the student and their development and achievement towards goals.

Parents are informed of student progress and achievement of standards through face-to-face teacher-parent conferences at the end of the Trimester 1 and 2. The final Report Card is given to parents at the end of Trimester 3. Parents or teachers may also request interim conferences as necessary to confer on increased support for academic or behavioral issues.

### **Schoolwide Progress Monitoring**

Each year the school leadership publicly reports its student progress via the School Accountability Report Card (SARC), its annual review and update of the LCAP, and via Back to School Night presentations. The Site Council and Board of Directors, supported by school leadership, review disaggregated student subgroup information to determine whether adequate progress has been made, and to monitor the effectiveness of action plans. The work of analysis first begins with our School Site Council, which meets monthly to review data, determine needs, create or amend action plans, and proposes the next year's LCAP and other significant plans, to our Board of Directors. Our Board of Directors considers the recommendations and can make adjustments prior to final approval.

### **Promotion/Retention**

Due to the school's capacity for differentiation, retention is not often used as a method to address student needs. The Light's Retention Scale is used as one tool to inform discussion on retention. A student's socio-emotional, physical, academic, and linguistic needs are considered. The school first addresses students who don't make progress through various supports (e.g. MTSS, RTI, SSPTs, and grade level differentiation). Any request for promotion and retention requires a meeting with parents, teacher, and administration.

Students under consideration for Retention will undergo the following process:

- Teacher/Parent request for retention is submitted to the administrator prior to the last 6 weeks of school, as this would have allowed for enough yearlong data to be collected on student performance.
- The administrator will review the student's progress reports and student work. If the student is demonstrating significant lack of progress in core subjects, the Charter School will utilize Light's Retention Scale as a tool to determine whether the student is a good candidate for retention.
- A meeting is then held with the parents, teacher and administrator to discuss whether retention is appropriate.
- The Principal makes the final decision on whether or not to retain the student.
- Parents can appeal the Principal's decision by submitting a written appeal within five (5) business days after receiving the Principal's decision. The appeal will be reviewed by the Executive Director who will make the final decision on the appeal within five (5) business days after receiving the written request for appeal from the parent.

## **ELEMENT 4 – GOVERNANCE**

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

### **GENERAL PROVISIONS**

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

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

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

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

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

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

### **LEGAL AND POLICY COMPLIANCE**

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

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

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

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

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

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

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

#### **TITLE IX, SECTION 504, AND UNIFORM COMPLAINT PROCEDURES**

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

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

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

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

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

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

### **Responding to Inquiries**

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

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

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

### **NOTIFICATION OF THE DISTRICT**

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

### **STUDENT RECORDS**

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

### **PARENT ENGAGEMENT**

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

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

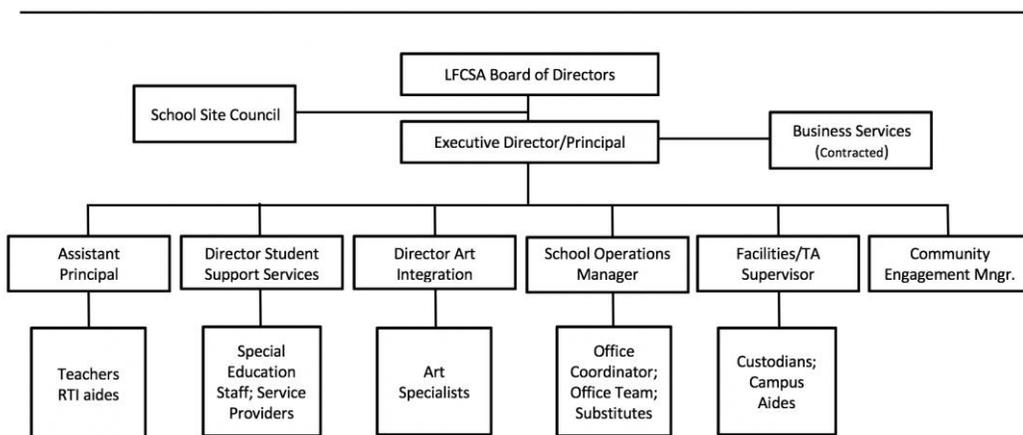
**FEDERAL PROGRAM COMPLIANCE**

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

**Governance Structure**

Los Feliz Charter School for the Arts is governed by the Los Feliz Charter School for the Arts’ Board of Directors.

**Organizational Chart**



**Los Feliz Charter School for the Arts Board of Directors**

Los Feliz Charter School for the Arts is a nonprofit public benefit corporation, and operates in accordance with the Articles of Incorporation and bylaws established by the Los Feliz Charter School for the Arts Board of Directors. The Board of Directors has the fiduciary responsibility to effectively direct and provide oversight for the charter school, including but not limited to enactment and monitoring of policies and procedures to ensure the Charter School's full compliance with applicable law, policy, and the terms of the charter approved by the LAUSD Board of Education.

#### Board of Directors Composition and Member Selection

##### **Board Composition**

Per the Bylaws of Los Feliz Charter School for the Arts, the number of directors shall be no less than seven (7) and no more than fifteen (15) unless changed by amendments to these bylaws. If the chartering authority appoints a representative to serve on the Board of Directors pursuant to Education Code Section 47604(c), the Board of Directors may appoint an additional director to ensure an odd number of Board members. All directors, except for the representative appointed by the chartering authority and the parent representative(s), shall be designated by the existing Board of Directors. The Board shall strive for the following composition:

- (a) One (1) or two (2) parent representatives (parent/legal guardians of currently-enrolled students in the LFCSA organization;
- (b) At least two (2) educators with expertise in K-12 education;
- (c) Representatives of school partnerships and the local community;
- (d) At least one (1) Director with expertise in School Business Management;
- (e) In accordance with Education Code section 47604(c), LAUSD may appoint a representative to the Board;
- (f) At least one (1) Director be Spanish speaking;
- (g) At least one (1) Director be an arts practitioner;
- (h) At least one (1) Director be experienced in human resources;
- (i) There can never be 50% or more of board members with children currently enrolled in LFCSA.

In addition to these specific roles, the Board will strive for members that have the requisite skills, relationships, knowledge, etc. in the areas of need as determined by the Charter School's strategic goals (e.g. real estate, law, development, etc.)

The LFCSA Board of Directors is responsible for the academic, financial, and operational soundness of the Charter School. Its responsibilities include, but are not limited to:

- Setting the direction for the Charter School's mission and vision
- Strategic planning
- Board governance (e.g. bylaws, officers, membership)
- Budget approval and monitoring
- Fiscal management monitoring
- Policy approval and monitoring
- Fund Development
- Approve contracts
- Hires, monitors, and evaluates the Executive Director

### **Selection of Directors**

Parent/legal guardians: Parents will choose their representatives for the Board. There will be open nominations of candidates. At a noticed meeting for the parents, candidates will give brief presentations regarding their qualifications for service, and the assembled parents will vote by secret ballot.

Educators/representatives of school partnerships/community members: Representatives from the Board, along with the Executive Director, will give potential candidates a school tour and interview them for their ability and desire to support the Charter School's mission and vision work. Upon a successful interview, the candidate will then be introduced to the entire board, and the board would vote on the candidate's membership. Solicitations for Board members are given with an attempt to achieve the desired mix of skills and expertise necessary to effectively govern the school. No persons serving on the Board of Directors may be interested persons.

### *Term of Office*

Directors will serve two (2) years in staggered terms unless otherwise removed from office in accordance with these bylaws and until a successor director has been designated and qualified. To create the staggered effect, the following process is used: The directors shall be divided into two (2) classes of approximately equal number with the terms of office of the first class slated for expiration at the next succeeding annual meeting, and with the terms of office of the second class slated for expiration at the second succeeding annual meeting. When there are vacancies upon an increase in the number of directors, each vacancy shall be allocated to one of the two (2) classes, so that they are of approximately the same size. Each director shall hold office for the lesser of two (2) years or the remaining term of their class and until a successor has been elected and qualified. If classes become disproportionate, the Board may reallocate vacancies so that the classes become approximately equal in number, but such reallocation may not have the effect of removing a director from office prior to the expiration of the director's term. A director may be re-elected for two (2) additional terms. At the expiration of the additional terms, the director will leave the Board for at least one year before being eligible for re-election to the Board.

The parent representative may also serve up to three terms, but must be re-elected every two (2) years by the parent body.

### **School Site Council**

The School Site Council (SSC) is comprised of representatives of our learning community, parents, teachers, principal, and other non-credentialed staff members. The School Site Council is responsible for annual reviewing and updating its plan, recommending it to the local governing board for approval, monitoring its implementation, and evaluating the effectiveness of the planned activities. Other committees make recommendations to the Site Council. The School Site Council follows the Greene Act and Robert's Rules. Agendas are posted at least 72 hours before the meeting, and meetings are open to the public.

The School Site Council is comprised of 10 members (five employees, five community members), selected by their peers. The five (5) employees are comprised of three (3) certificated classroom teachers, one (1) non-certificated staff member, and the school principal who is an ex officio voting member. The remaining five (5) members are comprised of parents or community members.

The School Site Council is responsible for the development of the Local Control Accountability Plan (LCAP). The SSC also has decision making capacity for the Consolidated Application, whereas it makes recommendations to our Board of Directors regarding the LCAP.

The Site Council shall carry out the following duties: Develop and approve the Single Plan for Student Achievement; Obtain recommendations for the proposed plan from all stakeholders and any applicable school advisory committees; Develop and approve the plan and related expenditures to the governing board for approval; Provide ongoing review of the implementation of the plan with the principal, teachers, and other school staff members; Make modifications to the plan whenever the need arises; Submit the modified plan for governing board approval whenever a material change (as defined in district governing board policy) is made in planned activities or related expenditures; Annually evaluate the progress made toward school goals to raise the academic achievement of all students.

### **School Level Committees**

School committees often operate on discrete issues, and should there be a major item that requires substantial funding or programmatic change, the committee shares that need with the School Site Council, and, depending upon the issue, it could be shared with the Board of Directors. The School Site Council (SSC) may have advisory input related to the development of the LCAP and the use of LCFF funding. LCAP strategies should be consistent with those in Single Plan for Student Achievement (SPSA). SSC has decision-making authority over the use of funding allocated to school sites through the Consolidated Application process, and development of the SPSA.

In order to foster a shared decision-making culture, the Charter School has both standing and ad hoc school level committees. Teachers will serve on various committees to make recommendations that further the mission and vision of the school. Teachers can serve on the Curriculum Committee, Human Resources, PTA, Site Council, and one position as a Teacher Representative to the Board, who serves as a liaison that gives the Board updates and feedback from the teachers. The teacher representative is elected by teachers, and is not a member of the Board of Directors. Parents also serve on a variety of committees to address school needs such as the Parent Teacher Association, Build Committee, Technology Committee, Room Parent, Garden, Library, etc.

#### *Parent Teacher Association (PTA)*

The Charter School has a well-established PTA that brings together its parents, teachers and staff to enhance the students' and parents' school experience. The PTA sponsors activities and programming that brings our organization's community together and improves the relationship between school and home. To identify which projects and programs are right to fund with the proceeds, the PTA Executive Board will work closely with the administration. Ultimately, it is the responsibility of the PTA membership to vote and approve the use of its funding. The PTA is part of a statewide network of PTAs that advocate for students across California. As a separate entity, that is part of the National PTA, the LFCSA PTA follows its own bylaws, member selection, finance, and auditing procedures.

#### *Build Committee*

The Build Committee is a volunteer team of parents and local community members with architectural, design, contracting, landscaping, organizing and materials acquisition expertise.

### *Technology Committee*

This committee supports the Charter School's academic and operational technology use. Support ranges from infrastructure development, to software review, to simple maintenance and repair.

### **Executive Director/Principal**

The Executive Director/Principal responsibilities include, but are not limited to:

- Work towards the mission, vision, and strategic plan
- Guide and mentor the Administrative staff
- Oversee Academic Program, Operations, Human Resources, Administration, and Financial/Business Services.
- Enforce the agency's policies and procedures

The Executive Director/Principal is responsible for the implementation of decisions from the Board of Directors and School Site Council. The Executive Director/Principal oversees the Academic Program, Operations, Human Resources, Administration, and Financial/Business Services. They will ensure the delivery of high-quality TK-5 educational program while managing growth, and enforces the organization's policies and procedures and comply with all applicable State of California and Federal laws for the LFCSA workforce and students, operations and facilities. The Executive Director/Principal is evaluated by the Board of Directors.

### Governance Procedures and Operations

#### ***Charter School Business***

Board of Directors meetings will include business matters for both charter schools that it operates, LFCSA and Los Feliz Charter Middle School for the Arts. The Board will review, consider, and take action on such items much in the same way a school district board of education operates multiple traditional public schools. Funds between the two charter schools shall not be commingled. The fiduciary duty that Directors owe to the corporation will ensure that they always operate in the best interest of the charter schools.

#### **Meeting Frequency**

Meetings of The Los Feliz Charter School for the Arts Board of Directors will be held at 2709 Media Center Drive, Los Angeles, California 90065. The LFCSA Board of Directors may also designate that a meeting may be held at any place within the physical boundaries of Los Angeles County, with teleconference locations at each schoolsite, by proper notice under the provisions of the Ralph M. Brown Act ("Brown Act"), California Government Code Section 54950 and Education Code Section 47604.1(c).

At least 72 hours before a regular meeting, at the location of the meeting, and on the Charter School's website homepage with a direct link, the Board of Directors, or its designee posts an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting. At least 24 hours before a Special Meeting, at the location of the meeting, and on the Charter School's website homepage with a direct link, the Board of Directors, or its designee, posts an agenda, containing a brief general description of each item of business to be transacted or discussed at the meeting.

The agendas are distributed to the Board of Directors and interested parties prior to the meeting. The secretary keeps minutes of all the Board of Director's meetings, electronically and in hardcopy. The minutes are typically approved at the following meeting, placed on the Charter School's website, and kept in a binder in the school office for public viewing.

Regular meetings of the Board of Directors shall be held in the months of September, November, January, March, May and June. Special meetings will be scheduled at the discretion of the Board of Directors.

Committees of the Board meet on a regular basis. Committee meeting frequency varies depending upon the function of the committee (e.g. Finance committee meets every other month, Director Evaluation meets more frequently in the Spring, etc.) At least 72 hours before a regular committee meeting, the committee chair, or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting. The agenda will be posted on the outside community bulletin board of the Charter School at 2709 Media Center Drive, Los Angeles, California, 90065. It will also be posted on LFCSA's Website.

An Annual Board retreat will be held once a year. The purpose of the retreat is for team building, strategic planning, and the integration of new Board members into the culture of the organization. In addition, the Board ensures initial and ongoing governance training to ensure that all members are able to effectively serve (e.g. Brown Act, Conflict of Interest Code, compliance monitoring, policy review, etc.)

Special meetings of the Board of Directors may be called in accordance with the Brown Act and Education Code Section 47604.1(c). The Chairperson of the Board of Directors or a majority of the Board of Directors may call a special meeting, for any purpose at any time. The Board of Directors shall determine the place, date, and time of any such special meeting to be held within the physical boundaries of Los Angeles County. Notice of a special meeting will be provided to the Board of Directors and to the public at least 24 hours prior to the special meeting. At least 24 hours before a special meeting, the Board of Directors, or its designee, the Principal, shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting, on the outside community bulletin board of the school and on the LFCSA Website.

The process and timeline for setting the annual calendar is decided upon by the board at our Annual Board retreat. Initial Committee meetings are scheduled at the retreat by the committee members, and there is an expectation that the chair of each committee schedules subsequent meetings. The Finance and Executive Committees meet in the alternating months when the Full Board is not meeting.

### **Teleconference Meetings**

A two-way teleconference location for meetings will be established at the school site(s) where the meeting is not being held. Members of the Board of Directors may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

- (a) At a minimum, a quorum of the members of the Board of Directors shall participate in the teleconference meeting from locations within the boundaries of the granting agency in which the Corporation operates;
- (b) All votes taken during a teleconference meeting shall be by roll call;

(c) If the Board of Directors elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;

(d) All locations where a member of the Board of Directors participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;

(e) Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Directors directly at each teleconference location; and

(f) Members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.

### **Quorum**

A majority of the directors then in office shall constitute a quorum. All acts or decisions of the Board of Directors will be by majority vote of the directors in attendance, based upon the presence of a quorum. Should there be less than a majority of the directors present at the inception of any meeting, the meeting shall be adjourned. Directors may not vote by proxy. The vote or abstention of each Board member present for each action taken shall be publicly reported.

### **Stakeholder Involvement**

In order to consult with parents and teachers, the Charter School conducts an Annual Survey to better assess the needs and priorities of our community. Questions in the survey address topics such as our core values, curriculum, safety, individual student support, etc. We will use the data from this survey to help understand what our community feels we have done well, and what areas we need to continue to develop and improve. The feedback is shared with the community, and informs both the School Site Council and Board of Directors. In addition to the survey, the school will hold monthly meetings for parents, to engage on topics related to the annual goals, obtain feedback regarding actions, address concerns, etc. Furthermore, annually, parents and staff are asked to evaluate the Executive Director's performance.

In addition, stakeholders (i.e. parents and staff) are involved in governance at many levels of the organization, from helping to address issues at the classroom, committee, Site Council, and Board of Directors levels. Many of the school committees (e.g. School Site Council, Curriculum, Technology, Safety, etc.), including our Board of Directors are expected to have parents and staff as members. The committees operate to support the schools mission and vision work. Committees may make recommendations to either the School Site Council or the Board of Directors in the form of funding requests or submission of action plans, such as the LCAP.

### **LCAP Feedback and Meetings for all Stakeholders**

Stakeholders are able to contribute to the LCAP planning process contribute via the Annual Survey, Site Council meetings, Board of Directors meetings, and school-based meetings.

The Charter School holds LCAP informational sessions, and gathers input from parents, teachers, and community members to include in the LCAP to determine progress on goals, potential next steps and any new goals from data points. The development, implementation, and monitoring of the LCAP is first vetted by the School Site Council. Feedback is then solicited from all stakeholders via electronic communication and several “town hall” meetings. The School Site Council creates a final draft and makes its recommendations to the LFCSA Board of Directors for final approval.

As noted in several sections above, there are many opportunities for stakeholder involvement at the school. The parents and staff are involved in committees, the School Site Council, and parents have representatives as board members. The school continually gathers feedback from stakeholders and committees, as well as through an annual survey. This feedback is used by various groups to determine improvement needs. Recommendations are made from committees to the Site Council, and the Site Council, which is responsible for the Single Plan for Student Achievement, make recommendations to the LCAP to the board. The school uses its website to communicate its progress on the LCAP, its SARC, SSC agendas and minutes, and Board agendas and minutes.

## **ELEMENT 5 – EMPLOYEE QUALIFICATIONS**

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

### **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

### **Employee Roles Serving Two Schools**

The Executive Director/Principal is the direct report to the LFCSA Board of Directors. Other administrators and supervisors report to the Executive Director/Principal. The Executive Director/Principal, Assistant Principal, and Director of Student Support Services make up the Leadership Team, which oversees different personnel and programs to further the work of the Charter School in meeting its mission, vision, and student outcomes.

The work assignments and cost of salaries and benefits for the following shared employees will be divided among the two schools (LFCSA and Los Feliz Charter Middle School for the Arts) on either an ADA percentage basis or 50/50. For example, if Los Feliz Charter School for the Arts accounts for 70% of the apportionment revenue of the corporation, then it will contribute 70% of the costs of salaries and benefits for the shared employees. Anticipated shared employees include, but are not limited to:

- Executive Director/Principal
- Assistant Principal
- Director of Student Support Services
- School Operations Manager

## Employee Positions and Qualifications

### **Title: Executive Director/Principal**

### **Reports to: Board of Directors**

The Executive Director/Principal is an individual who is committed to the arts, student-centered learning, and fostering a collaborative and engaged learning environment. In order to thrive in and contribute to our learning community this individual must be an excellent communicator, a flexible and resourceful problem-solver, a life-long learner, a deep critical thinker, very comfortable with interdisciplinary collaboration, and able to support and develop leadership in others. This individual's personal and professional values are aligned with the organization's values: curiosity, interconnectedness, equity, stewardship, and mindfulness. In this role, the Executive Director/Principal will support and nurture a very collaborative and transparent leadership model wherein all staff and directors have direct access to the Board, and teachers and directors regularly report to the Board and the community.

### **Purpose Statement**

The Executive Director will guide and mentor the Administrative staff and oversee Academic Program, Operations, Human Resources, Administration, and Financial/Business Services. The Executive Director will ensure the delivery of high quality educational programming while managing growth. The Executive Director will enforce the agency's policies and procedures and comply with all applicable State of California and Federal laws for the LFCSA and LFCMSA workforce and students, operations and facilities. In order to thrive in and contribute to our learning community this individual must be an excellent communicator, a flexible and resourceful problem-solver, a life-long learner, a deep critical thinker, very comfortable with interdisciplinary collaboration, and able to support and develop leadership in others.

### **Leadership**

- Uphold the values and mission of the LFCSA organization while making significant professional contributions
- Support, develop and engage the Board of Directors charged with providing guidance, actively supporting fundraising goals, and increasing networks for the LFCSA organization throughout Los Angeles.
- Lead strategic Board development, training and recruitment efforts.
- Manage fundraising activities including developing foundations relationships, corporate sponsorships and individual donor solicitation strategies
- Provide inspirational leadership and direction to the Leadership Team and staff of its schools to ensure the continued development of a professional, collaborative and efficient school culture.
- Assure alignment of LFCSA's mission, vision and values to the established goals and objectives at its school sites.
- Continually look for creative and innovative ways to meet the needs of the community and implement sustainable business models to ensure consistency in the operations of its school sites.
- Work collaboratively with the Board in leading and aligning the budgets, staff and priorities with the LFCSA organization's strategic plan.

- Work with community volunteers to promote greater community involvement; lead community engagement efforts engaging parent community, PTA, Board and external stakeholders and partners.
- Oversee the fiscal activities of its schools in partnership with its back office provider, including budgeting, reporting and audits to ensure financial accountability and guide the Board on all fiscal decisions.
- Cultivate a strong and transparent working relationship with the Board and ensure open communication about the financial, fund development and programmatic performance of the LFCSA organization.
- In partnership with the Board, help build a diverse and inclusive Board representative of the community that is highly engaged with the goals of the LFCSA organization.
- Perform personnel functions (e.g. interviewing, evaluating, supervising, mentoring, determine release of employees etc.) to maintain adequate staffing, enhancing productivity of personnel and achieving objectives within budget
- Guide and support the Assistant Principal, Director of Student Support Services, Facility Manager, and the Office Manager in all personnel matters, with overall responsibility for compliance with California and federal employment laws and regulations (e.g. benefits, retirement, medical leaves, etc.).
- Assist LAUSD Charter Division in reviewing programs for compliance with the rules and standards of the California Educational Code and other CA and Federal laws and regulations.

#### **Instructional Leadership:**

- Oversee the development and implementation of instructional goals and guidelines.
- Report directly to the LFCSA Board of Directors on all matters relating to academic and curricular vision, goals and plans.
- Coordinate with administrators, Board and staff to provide staff development to improve student achievement
- Collaborate with internal and external stakeholders (e.g. District personnel, community organizations, parents etc.) to implement and maintain services or programs, and to identify and assess student needs
- Develop long and short-range plans/programs to ensure that the schools' resources are effectively utilized to improve student achievement for all students

#### **Infrastructure and Operations**

- Oversee Operations ensuring local, state and federal laws and city ordinances for each facility are enforced including, safety planning, suspension/expulsion, technology, valid permits, licenses and privileges granted by the school districts and the towns served.
- Facilitate collaboration and strengthen internal communication with staff, Board and families.
- Create and promote a positive, culture and work environment that supports consistency throughout the LFCSA's strategy, operational methods and data collection needs.
- Oversee the financial status of the Agency including developing long and short-range financial plans, monitoring the budget and ensuring that financial controls are in place.
- Set financial priorities accurately to ensure LFCSA is operating in a manner that supports the needs of the programs and services being offered.

- Work with the Leadership Team and the Board in setting the annual budget and meeting financial goals.
- Ensure appropriate resources are available to support operations, staff, special projects and facilities.

#### **Marketing, Fund Development and Communication**

- Provide leadership and guidance in the development of communication, marketing and branding strategies.
- Participate in the development and promotion of community events that inform the public of opportunities to enter the LFCSA organization, with the goal of ensuring that the organization maintains the diversity in population set forth in its charter and by LAUSD Charter Division targets.
- Interact with parents, school officials and community members in addressing issues and complaints or seeking new methods for improvement.
- Maintain and build strong working relationships with staff, community partners, LAUSD, Town and City Managers/Administrators and other community partners that add value to LFCMSA.

#### **Required Skills, Experience and Attributes:**

- Commitment to the mission, vision and values of the LFCSA organization
- Possession of a Master's Degree or higher (MBA, MPP, MPA, PHD)
- Minimum ten years (10) of progressive experience in leadership of a school, nonprofit, business and/or government that provide diverse services to the community
- Knowledge of the cultural landscape of Los Angeles and surrounding communities and an ability to build collaborations with a variety of existing and new community contacts
- Strong experience managing a highly capable team using outcomes measurement and goal-setting
- Entrepreneurial self-starter and creative thinker with experience producing results in a rapidly growing, deadline-driven, fast-paced, dynamic environment
- Significant fiscal management experience and budget development for budgets over \$2 million is required
- Human Resources knowledge and understanding of California and Federal employment laws and regulations
- Proven experience leading organizational success and promoting employee growth and development
- Strong knowledge of LAUSD Charter School systems, policies and procedures
- Keen analytical, organizational and problem solving skills that support and enable sound decision making
- Financially savvy with strong analytical skills and knowledge of public sector budget development
- Strong fiscal management experience with the ability to lead financial planning and understand trends
- Possesses the ability to plan, organize and oversee all programs offered by LFCSA
- Sound unbiased judgment with the ability to analyze facts, review challenges and come to conclusions that balance the needs of the students, the community and LFCSA
- Experience creating and maintaining high-level relationships within the philanthropic community, school districts, government and private sector

- Any equivalent combination of education and experience that meets the minimum requirements

#### **Communication Skills**

- Excellent communication and community-building skills
- Excellent partnership building skills with an ability to communicate and work effectively with a variety of internal and external stakeholders
- Persuasive negotiator that is able to achieve consensus amongst differing opinions, while developing leadership in others
- Possesses the ability to interpret and translate complex data and information
- Politically astute leader with the ability to respond to inquiries or complaints from families, regulatory agencies, and the community
- Outstanding presentation skills and proclivity to be an outgoing spokesperson and relationship builder
- Possess the ability to write speeches and articles for publication that conform to prescribed style and format

#### **Clearances**

- Criminal Justice Fingerprint / Background Clearance; TB clearance

#### **Title: Assistant Principal**

#### **Reports to: Executive Director/Principal**

The Assistant Principal is an individual who is committed to the arts, student-centered learning, and fostering a collaborative and engaged learning environment. In order to thrive in and contribute to our learning community this individual must be an excellent communicator, a flexible and resourceful problem-solver, a life-long learner, a deep critical thinker, very comfortable with interdisciplinary collaboration, and able to support and develop leadership in others. This individual's personal and professional values are aligned with the organization's values: curiosity, interconnectedness, equity, stewardship, and mindfulness.

The Assistant Principal supports the Executive Director/Principal in implementing the school's vision and mission; building the capacity of the faculty and staff in supporting students' learning needs.

#### **Purpose Statement**

The job of Director of Instruction was established for the purposes of implementing and refining the educational program established in the charter. This person serves as an instructional leader for the school. In particular they are responsible for supporting the implementation of the instructional program, staff performance, and systems. They establish and maintain a positive school climate for the learning, behavior, safety, health, and welfare of students and personnel.

#### **Essential Function**

- Assure alignment with the school’s mission, vision and values to the established goals and objectives.
- Cultivate a strong and transparent working relationship with the staff.
- Supports supervision, guidance, evaluation, and assistance in instructional practices and curriculum development that is culturally relevant and responsive to the language, social, and the academic needs of all student subgroups, including, Socioeconomically Disadvantaged, English Learners, students with disabilities, and Gifted and Talented students.
- Collaborates with internal and external stakeholders (e.g. District personnel, community organizations, parents etc.) to implement and maintain services or programs, and to identify and assess student needs.
- Provides leadership and facilitates collaboration with all stakeholders on setting key objectives for learning; assesses progress toward meeting the objectives of the school’s charter petition and LCAP.
- Facilitates team effectiveness for all levels of teams
- Evaluates the performance of certificated and classified personnel.
- Work with community volunteers to promote greater community involvement; lead community engagement efforts engaging parent community, PTA, Board and external stakeholders and partners.
- Perform personnel functions (e.g. interviewing, evaluating, supervising, mentoring, determine release of employees etc.) to maintain adequate staffing, enhancing productivity of personnel and achieving objectives within budget
- Assist LAUSD Charter Division in reviewing programs for compliance with the rules and standards of the California Educational Code and other CA and Federal laws and regulations.
- Work collaboratively with Leadership Team in leading and aligning program implementation and resources
- Guide and support teachers, aides, and other personnel responsible for delivery of the academic program.

### **Required Skills**

Specific skills required to satisfactorily perform the functions of the job include: learning a variety of pertinent software applications, ability in planning and managing projects, preparing and maintaining accurate records, analyzing data, creating reports on the Charter School’s progress in established data benchmarks and actionable items.

### **Required Knowledge**

Specific knowledge required to satisfactorily perform the functions of the job include: instructional practices, conflict resolution, principals of student support programs, budget preparation, pertinent federal, state, and local regulations, personnel processes, standard business practices, program planning and development, concepts of due process, and stages of child development.

### **Required Ability**

Specific ability required to satisfactorily perform the functions of the job include: building collaborative teams, adapting to changing work priorities, communicating with diverse groups,

meeting deadlines and schedules, setting priorities, working independently as well as a team member, and working with detailed data / information.

**Required Education and Experience**

- Possession of a Master’s Degree or higher
- Current California Administrative Credential or enrollment in an approved program leading to the credential is desirable
- Minimum 5 years teaching and/or administrative experience
- Valid Teaching Certificate
- Bilingual preferred

**Clearances**

- Criminal Justice Fingerprint / Background Clearance; TB clearance

**Title: Director of Student Support Services**

**Reports to: Executive Director/Principal**

The Director of Student Support Services is an individual who is committed to the arts, student-centered learning, and fostering a collaborative and engaged learning environment. In order to thrive in and contribute to our learning community this individual must be an excellent communicator, a flexible and resourceful problem-solver, a life-long learner, a deep critical thinker, very comfortable with interdisciplinary collaboration, and able to support and develop leadership in others. This individual’s personal and professional values are aligned with the organization’s values: curiosity, interconnectedness, equity, stewardship, and mindfulness.

The Director of Student Support Services supports the Executive Director/Principal in implementing the school’s vision and mission; building the capacity of the faculty and staff in supporting students’ learning needs.

**Purpose Statement**

The job of the Director of Student Support Services was established for the purposes of implementing and maintaining necessary student support service programs (e.g., MTSS, SSPT, RTI2, 504, PBIS, GATE, counseling, and special education) in conformance with District and State guidelines; providing information and serving as a resource to others; ensuring that the defined objectives are achieved in compliance with established policies and within budget; and providing administrative assistance as assigned by the Charter School’s Executive Director/Principal.

**Essential Functions**

- Assure alignment with the school’s mission, vision and values to the established goals and objectives.
- Cultivate a strong and transparent working relationship with the staff.
- Administers and coordinates SSPTs, RTI, 504, Social Emotional Learning, PBIS/Safe School, GATE and Special Education services
- Manages a wide variety of program components: student support services, counseling and guidance, prevention and early intervention programs, professional development

- training, and related parent education programs) for the purpose of delivering services that conform to established guidelines and regulations within related timeframes
- Supervises internal and external personnel for the purpose of implementing and maintaining services and programs in both general education and special education
  - Develops long and short-range plans aligned to annual budget for the purpose of ensuring that the District's resources are effectively utilized
  - Compiles data from a wide variety of sources for the purpose of analyzing issues and developing as well as evaluating programs in compliance with financial, legal and administrative requirements
  - Organizes, facilitates, and/or actively participates in meetings, workshops, and seminars for the purpose of supporting staff, conveying and/or gathering information required to perform functions and representing the school and programs as appropriate
  - Assists with personnel functions (e.g., interviewing, evaluating, supervising, training) for the purpose of maintaining adequate staffing, enhancing productivity of personnel, and achieving objectives within guidelines
  - Prepares a wide variety of often complex materials (e.g., plans, funding requests, proposed budgets, reports, data analysis, recommendations, procedures) for the purpose of documenting activities and issues, meeting compliance requirements, providing audit references, and providing support materials for requested actions
  - Researches a variety of topics required to manage programs and services (e.g., relevant policies, new regulations, current best practices) for the purpose of developing master plans and programs, ensuring compliance, securing general information, and responding to requests
  - Composes a wide variety of documents in both written and electronic formats (e.g., reports, memos, letters, policies) for the purpose of documenting activities, providing written reference, and conveying information
  - Responds to issues involving staff, conflicts in policies and regulations, community concerns, parental requests that may result in negative impact or liability if not appropriately addressed for the purpose of identifying the relevant issues and recommending or implementing a plan of action that will efficiently resolve the issues
  - Provides general supervision to students
  - Serves as administrative head of the school in the absence of the principal.
  - Maintains positive relationship with parents and community
  - Assists in other administrative duties to support the school's infrastructure as assigned

### **Required Skills**

Specific skills required to satisfactorily perform the functions of the job include: learning a variety of pertinent software applications, ability in planning and managing projects, preparing and maintaining accurate records, analyzing data, creating reports on the Charter School's progress in established data benchmarks and actionable items.

### **Required Knowledge**

Specific knowledge required to satisfactorily perform the functions of the job include: instructional practices, conflict resolution, principals of student support programs, budget preparation, pertinent federal, state, and local regulations, personnel processes, standard business practices, program planning and development, concepts of due process, and stages of child development.

### **Required Ability**

Specific ability required to satisfactorily perform the functions of the job include: building collaborative teams, adapting to changing work priorities, communicating with diverse groups, meeting deadlines and schedules, setting priorities, working independently as well as a team member, and working with detailed data / information.

### **Required Education and Experience**

- Possession of a Master's Degree or higher
- Current California Administrative Credential or enrollment in an approved program leading to the credential is desirable
- Minimum 5 years teaching and/or administrative experience
- Valid Teaching Certificate
- Special Education teaching experience or credential preferred
- Bilingual preferred

### **Clearances**

- Criminal Justice Fingerprint / Background Clearance; TB clearance

**Title: Director of Art Integration**

**Reports to: Executive Director/Principal**

The Director of Arts Integration is an individual who is committed to the arts, student-centered learning, and fostering a collaborative and engaged learning environment. In order to thrive in and contribute to our learning community this individual must be an excellent communicator, a flexible and resourceful problem-solver, a life-long learner, a deep critical thinker, very comfortable with interdisciplinary collaboration, and able to support and develop leadership in others. This individual's personal and professional values are aligned with the organization's values: curiosity, interconnectedness, equity, stewardship, and mindfulness.

### **Purpose Statement**

The Arts Integration Director supports the Executive Director/Principal in implementing the school's vision and mission; building the capacity of the faculty and staff in teaching an arts-integrated, project-based, interdisciplinary curriculum. This person assists in the developing, implementing, evaluating and refining of the school's instructional program; the fostering of community partnerships; and moving the school towards becoming a model arts-integrated school.

### **Essential Functions**

#### **Visual Arts Specialist – Part-FTE**

- Designs and implements the scope and sequence of the visual arts curriculum for grades TK-8
- Maintains interest in current theory, research, and developments in the area of specialization and applies this knowledge in the development of high quality, differentiated, constructivist, and process-based curriculum

- Employs a variety of instructional strategies and media, while guiding her planning and instruction using VAPA standards, National Arts Core Standards, Common Core Standards, and LFCSA's curricula
- Attends and participates in all staff meetings, arts team meetings, and professional development sessions
- Assesses student progress, and grades students at the end of each trimester

#### **Director of Art Integration (Internal)**

- Assists in developing environment that fosters interdisciplinary collaboration, innovation, risk-taking, efficient planning, peer-to-peer mentoring, leadership and reflection
- Develops an integrated curriculum with teachers and specialists in collaboration with appropriate school and/or community resources.
- Establishes innovative linkages across all subject areas, using the arts and technology to enhance learning experiences in all content areas.
- Collaborates with LFCSA administration, specialists, classroom teachers, and staff to improve instruction, assessment, and achievement for all students
- Provides an opportunity for effective and regular collaborations with artists, cultural and community resources in and out of classrooms.
- Initiates collaborative learning opportunities that engage and connect students to real-life situations.
- Trains and coordinates training for and with teachers on art and design processes and research to support the implementation of arts integrated curriculum
- Coach the Arts Specialist team through reflections on lesson plans and lessons on a regular basis to encourage the use of a variety of instructional strategies and materials consistent with research on learning and child growth and development
- Maintain records pertaining to program services; compile reports and statistical information needed for evaluation of program effectiveness and planning of duties

#### **Director of Art Integration (External)**

- Coordinates external professional development days (e.g. Catalyst, Educator Days)
- Builds strong local networks with schools and educators to begin sharing our learning towards advocating for systemic regional change
- Builds long term and deep partnerships with teacher training and arts programs in the region to advance knowledge and dialogue about arts integration, project based, and civically engaged education
- Works on visibility and the sharing our model by committing to an annual schedule of conference presentations by students, teachers and arts specialists
- Engages in research and interdisciplinary projects with local universities
- Builds and nurtures strategic community partnerships with local for profit, non-profit and community organizations to support curricular work (i.e.: FOLAR, USC Innovation Lab, JPL)
- Applies for, administer, and coordinate programs for grants
- Assists in developing relationships with donors and foundations.
- Assists with activities relating to community engagement, outreach and fund development

#### **Required Skills**

- Assure alignment with the school’s mission, vision and values to the established goals and objectives.
- Cultivate a strong and transparent working relationship with the staff.
- Strong experience in managing teams, using outcomes measurement, and goal-setting
- Valid California Teaching Credential
- Extensive knowledge of curriculum development
- A record of success in professional development of teachers
- Excellent communication and community-building skills
- Excellent partnership building skills with an ability to communicate and work effectively with a variety of internal and external stakeholders
- Persuasive negotiator that is able to achieve consensus amongst differing opinions, while developing leadership in others
- Possesses the ability to interpret and translate complex data and information.
- Outstanding presentation skills and proclivity to be an outgoing spokesperson and relationship builder.

**Required Education and Experience**

- Valid Multiple Subject Teaching Credential
- Minimum 5 years teaching experience
- Masters of Education preferred
- Bilingual preferred

**Clearances**

- Criminal Justice Fingerprint / Background Clearance; TB clearance

**Title: Classroom Teacher**

**Reports to: Executive Director/Principal or Assistant Principal**

**Purpose Statement**

The Classroom Teacher is an individual who is committed to the arts, child-centered learning, and fostering a collaborative and engaged learning environment. In order to thrive in and contribute to our learning community this individual must be an excellent communicator, a flexible and resourceful problem-solver, a life-long learner, a deep critical thinker, very comfortable with interdisciplinary collaboration, and able to support and develop leadership in others. This individual’s personal and professional values are aligned with school’s values and charter: child-centered, constructivist, project based, arts integrated, family involvement, character education and service learning.

**Essential Functions**

- Assure alignment with the school’s mission, vision and values to the established goals and objectives.
- Cultivate a strong and transparent working relationship with the staff.
- Desire to create and teach a project-based, constructivist, arts integrated curriculum
- Natural demeanor and interaction with students
- Ability to adapt to and embrace an interdisciplinary curriculum
- Willingness to devote personal time toward planning and professional development
- Ability to exercise initiative and sound judgment

- Educational vision and ability to motivate others towards educational success
- Ability to foster effective relationships with a diverse community of students and their families
- Ability to stimulate and organize parent involvement in the classroom
- Creates an inclusive and positive environment within the classroom and community
- Ability to collaborate within and across grade levels
- Strong organizational and time management skills
- Developed oral and written communication skills
- Critical thinking and problem-solving skills
- Classroom management and disciplinarian skills
- Bilingualism (preferred but not required)

#### **Required Education and Experience**

- Valid Multiple Subject Teaching Credential
- Minimum 5 years teaching experience
- Masters of Education preferred
- Bilingual preferred

#### **Clearances**

- Criminal Justice Fingerprint / Background Clearance; TB clearance

#### **Title: Specialist (Visual Arts, Dance, Music, Physical Education)**

#### **Reports to: Director of Arts Integration or Executive Director/Principal**

Our Specialist is an individual who is committed to the arts, child-centered learning, and fostering a collaborative and engaged learning environment. In order to thrive in and contribute to our learning community this individual must be an excellent communicator, a flexible and resourceful problem-solver, a life-long learner, a deep critical thinker, very comfortable with interdisciplinary collaboration, and able to support and develop leadership in others. This individual's personal and professional values are aligned with the Charter School's values and charter- child-centered, constructivist, project based, arts integrated, family involvement, character education and service learning.

#### **Purpose Statement**

The Specialist supports the Director of Arts Integration or Executive Director/Principal in implementing the school's vision and mission; building the capacity of the faculty and staff in teaching an arts-integrated, project-based, interdisciplinary curriculum. This person assists in the developing, implementing, evaluating and refining of school's instructional program; the fostering of community partnerships; and moving the school towards becoming a model arts-integrated school.

#### **Essential Functions**

- Assure alignment with the school's mission, vision and values to the established goals and objectives.
- Cultivate a strong and transparent working relationship with the staff.
- Designs and implements the scope and sequence of the specialist subject curriculum for grades TK-8

- Maintains interest in current theory, research, and developments in the area of specialization and applies this knowledge in the development of high quality, differentiated, constructivist, and process-based curriculum
- Employs a variety of instructional strategies and media, while guiding planning and instruction using VAPA standards, National Arts Core Standards, California Common Core State Standards, and LFCSA's curricula
- Attends and participates in all staff meetings, team meetings, and professional development sessions
- Assesses student progress, and grades students at the end of each trimester

#### **Required Skills**

- Entrepreneurial self-starter and creative thinker with experience producing results in a rapidly growing, deadline-driven, fast-paced, dynamic environment
- Excellent communication and community-building skills
- Experience in working with multiple teams
- Experience teaching in elementary and middle school levels
- Extensive knowledge of curriculum development
- A record of success in professional development of teachers
- Any equivalent combination of education and experience that meets the minimum requirements
- Bilingual (preferred)

#### **Required Communication Skills**

- Excellent communication and community-building skills
- Excellent partnership building skills with an ability to communicate and work effectively with a variety of internal and external stakeholders
- Persuasive negotiator that is able to achieve consensus amongst differing opinions, while developing leadership in others
- Possesses the ability to interpret and translate complex data and information.
- Outstanding presentation skills and proclivity to be an outgoing spokesperson and relationship builder.

#### **Required Education and Experience**

- Experience working as administrative designee or lead teacher is desirable.
- Valid Teaching Credential for specialization is preferred
- Master's Degree preferred
- Bilingual preferred

#### **Clearances**

- Criminal Justice Fingerprint / Background Clearance; TB clearance

#### **Title: School Operations Manager**

#### **Reports to: Executive Director/Principal**

The School Operations Manager is an individual who is committed to the arts, student-centered learning, and fostering a collaborative and engaged learning environment. In order to thrive in

and contribute to our learning community this individual must be an excellent communicator, a flexible and resourceful problem-solver, a life-long learner, a deep critical thinker, very comfortable with interdisciplinary collaboration, and able to support and develop leadership in others. This individual's personal and professional values are aligned with the organization's values: curiosity, interconnectedness, equity, stewardship, and mindfulness.

### **Purpose Statement**

The School Operations Manager supports the Executive Director/Principal in implementing the school's vision and mission and supports our school across two campuses in the areas of administrative oversight of our Eagle Rock campus, human resources, accounts payable/accounts receivable, various compliance, and performing related duties as assigned. This person is a vital team member in developing, implementing, evaluating and refining the school's operational infrastructure and procedures.

### **Essential Functions**

- Assure alignment with the school's mission, vision and values to the established goals and objectives.
- Cultivate a strong and transparent working relationship with the staff.

### **Administrative Oversight of Eagle Rock Campus**

- Working with the Executive Director/Principal, manage the on-site administrative needs at our Eagle Rock campus, including staff, teacher and parent support.
- Respond as the primary administrator for parents needing support when school Administrators are not on-site.
- Support teachers with their SEL support requests and needs.
- Coordinate support for students, including providing support as needed when other staff are not available.
- Manage emergency procedures and oversee emergency drills as the Site Lead when school Administrators are not there.
- Coordinate Aides for on-site needs, including SEL support, classroom support, and facilities support.
- Manage and communicate to appropriate staff custodial needs on-site.
- Manage and communicate to appropriate staff facilities repairs and service needs on-site.
- Manage vendors and services on site.
- Maintain and make orders for all on-site supplies.
- Support drop-off and pick-up carpool as needed.
- Supervise office staff, including the front office Receptionist.
- Support the lunch program and manage issues as they arise.
- Supervise the Office Coordinator at Media Center for office needs not at the Eagle Rock campus.

### **Human Resources**

- Working with the Executive Director, edit and distribute staff contracts annually and on an on-going basis as needed, including reassurance letter to staff in late-spring.
- Manage new hire intake and exit procedures for outgoing staff.
- Manage the organization's health benefits and COBRA.

- Working under the supervision of the Principal, manage teacher salary ratings.
- Maintain and manage teacher credentialing compliance and trainings.
- Manage non-employee/non-parent compliance and trainings.
- Manage the schools' workers compensation and student injuries
- Maintain all personnel files for the organization.
- Oversee payroll for the organization.
- Oversee time-off requests.
- Manage EDD/FMLA claims and support.
- Distribute daily staff attendance communications.
- Manage job postings for new hires.
- Manage and hire substitute teachers as needed on a daily basis.

#### **Accounts payable/Accounts Receivable**

- Working with the Executive Director and the back office provider, manage accounts payable and accounts receivable, including account set-ups, maintenance, and scheduling.
- Oversee and facilitate credit card authorization form process.
- Manage all invoices mailed to Eagle Rock, in addition to all organization-wide invoices sent via email.
- Support the Office Coordinator on Purchase Orders by overseeing administration PO requests.
- Manage and oversee reimbursements
- Manage payment and budget tracking of staff bonuses and teacher stipends.
- Support and manage the organization's vendors and vendor contracts.
- Coordinate weekly bank deposits

#### **Administrative and Compliance**

- Support Board of Directors as needed, including communications, scheduling, creating and uploading meeting agendas and various meeting documents, taking minutes during the meetings, maintain the Board drive and website compliance related to Board meetings and agendas.
- Support for the Executive Director for staff and parent relations, as well as budget-related needs.
- Coordinate CNIPS compliance.
- Oversee all Request for Proposal processes.
- Coordinate other compliance-related needs as they arise.
- Other duties as assigned.

#### **Required Skills and Experience**

- A Bachelor's degree in a related field, preferred
- Prior school operations experience preferred
- Ability to work a flexible schedule, to include occasional evenings and weekends, in order to meet various school needs
- Excellent verbal and written communication and organization skills
- Ability to communicate and work effectively with a variety of internal and external stakeholders

- Experience working in teams, using outcomes measurement, and goal-setting
- Proficiency with computer programs, including Google Drive and MS Office: PowerPoint, Excel and Word; as well as a high-level of comfort with student information and donor database systems
- High energy, initiative, and innovative problem-solving are desired
- Demonstrate strong multi-tasking abilities and a positive attitude
- Bilingual preferred

#### **Clearances**

- Criminal Justice Fingerprint / Background Clearance; TB clearance

#### **Title: Facilities Manager/Aide Supervisor**

#### **Reports to: Executive Director/Principal**

The Facilities/Aide Supervisor is an individual who is committed to the arts, child-centered learning, and fostering a collaborative and engaged learning environment. In order to thrive in and contribute to our learning community this individual must be an excellent communicator, a flexible and resourceful problem-solver, a life-long learner, a deep critical thinker, very comfortable with interdisciplinary collaboration, and able to support and develop leadership in others. This individual's personal and professional values are aligned with the School's values and charter- child-centered, constructivist, project based, arts integrated, family involvement, character education and service learning.

The Facilities/Aide Supervisor supports the Executive Director/Principal in implementing the school's vision and mission, and building the capacity of the CAP Program staff in supporting students' needs.

#### **Purpose Statement**

Under the supervision and direction of the Executive Director/Principal, plan, organize, supervise, control and direct the maintenance, repair and operations, of the school facility; plan, organize, and train employees on the school safety plan; oversee carpool operations; train, schedule, supervise and evaluate the performance of aides.

#### **Essential Functions**

- Assure alignment with the school's mission, vision and values to the established goals and objectives.
- Cultivate a strong and transparent working relationship with the staff.
- Monitor and maintain school safety procedures and policies, and evaluate work site for safety concerns to minimize workplace injuries
- Inspect facility and determine maintenance requirements of building and equipment to maintain a safe and efficient operation of those facilities
- Train, schedule, supervise and evaluate aides (e.g. carpool, yard supervision, lunch service)
- Train, coordinate and evaluate custodial and grounds keeping personnel regarding methods and procedures of work, supply and equipment requirements, and assisting with and solving existing problems.

- Represent the mission of the organization to provide quality educational and enrichment experiences for students.
- Attend staff meeting, school meetings, off-site meetings, trainings and events, as scheduled
- Maintain accurate records. (i.e. safety drills, facility inspections, timesheets)
- Maintain documentation relating to staff performance issues; provide guidance to staff as needed
- Implement school policies and procedures
- Performs other duties as assigned

#### **Required Skills and Experience**

- A Bachelor's degree in a related field, preferred
- Excellent organizational skills (written and verbal)
- Strong troubleshooting skills
- Ability to supervise and work in a team environment
- Must have knowledge of computers and software applications
- Ability to work with varied populations, such as administrators, teachers, parents, and students
- Completion of other required trainings (i.e., worker's compensation, training against harassment, etc.) when assigned
- Bilingual preferred

#### **Clearances**

- Criminal Justice Fingerprint / Background Clearance; TB clearance

#### **Title: Office Coordinator**

#### **Reports to: School Operation Manager**

The Office Coordinator is an individual who is committed to the arts, student-centered learning, and fostering a collaborative and engaged learning environment. In order to thrive in and contribute to our learning community this individual must be an excellent communicator, a flexible and resourceful problem-solver, a life-long learner, a deep critical thinker, very comfortable with interdisciplinary collaboration, and able to support and develop leadership in others. This individual's personal and professional values are aligned with the organization's values: curiosity, interconnectedness, equity, stewardship, and mindfulness

#### **Purpose Statement**

The Office Coordinator supports the School Operation Manager in implementing Los Feliz Charter School's vision and mission, and is a key player in our school's daily operations and compliance functions for both our elementary school and middle school; maintains and analyzes school systems data; coordinates office projects and performance tasks; facilitates and strengthens internal communications systems; and performs related duties as assigned. This person is vital team member in the developing, implementing, evaluating and refining of school's operational infrastructure; thus moving the school forward in being a model arts-integrated school.

### **Primary Responsibilities and Associated Tasks**

- Uphold the values and mission while making significant professional contribution
- Ensure accurately maintained school systems data for reporting and compliance, e.g. Student Information System (Illuminate), enrollment, standardized testing, CALPADS, etc.
- Coordinate office projects and tasks (includes office support and delegation)
- Organize and maintain school internal information systems (internal website, calendars, bulletins) and updates/edits to school website
- Other duties as assigned

### **Required Skills and Experience**

- A Bachelor's degree in a related field, preferred
- Experience working in teams, using outcomes measurement, and goal-setting
- Student Information System experience
- Needs to be proficient in software applications (i.e. Google apps services, Excel, Word, databases, etc.)
- Strong organizational skills and attention to detail required.
- Demonstrate strong multi-tasking abilities and a pleasant demeanor.
- Proactive and detail-oriented individual who is a team player.
- Entrepreneurial self-starter and creative thinker with experience producing results in a rapidly growing, deadline-driven, fast-paced, dynamic environment
- Any equivalent combination of education and experience that meets the minimum requirements
- Knowledge of LAUSD Charter School policies and procedures (preferred)
- Excellent communication and community-building skills
- Ability to communicate and work effectively with a variety of internal and external stakeholders
- Possesses the ability to interpret and translate complex data and information
- Bilingual Spanish preferred

### **Clearances**

- Criminal Justice Fingerprint / Background Clearance; TB clearance

**Title: Community Engagement Manager**

**Reports to: Executive Director/Principal**

The Community Engagement Manager is an individual who is committed to the arts, student-centered learning, and fostering a collaborative and engaged learning environment. In order to thrive in and contribute to our learning community this individual must be an excellent communicator, a flexible and resourceful problem-solver, a life-long learner, a deep critical thinker, very comfortable with interdisciplinary collaboration, and able to support and develop leadership in others. This individual's personal and professional values are aligned with the organization's values: curiosity, interconnectedness, equity, stewardship, and mindfulness

### **Purpose Statement**

The Community Engagement Manager supports the Executive Director/Principal in implementing the school's vision and mission, and supports the schools daily fundraising, enrollment outreach, communications, and community relations that assist with strengthening connections with our families and community members; and to perform related duties as assigned. This person is a vital team member in developing, implementing, evaluating and refining of our operational infrastructure.

## **Essential Functions**

### **Fundraising**

- Working with the Executive Director/Principal, manage the creation and execution of an annual Development Plan.
- Manage the fulfillment of donor recognition such as acknowledgment letters, thank you phone calls, and special occasion/stewardship mailings and communications.
- Grant writing: Support grant writing and grant reporting, including managing an ongoing grant calendar and timely submissions of all communications with foundations; Research new sources of foundation funding; Write/edit grant proposals; Write/edit foundation reports; Write/send acknowledgment letters to all foundation partners.
- Donor database: Oversee the creation of a donor database system (e.g. Nation Builder); Provide timely and accurate gift entry and donor record maintenance; Create a variety of specific reports of donors, including designing and implementing evaluation to gauge and ensure effective donor stewardship.
- Working under the supervision of the Executive Director, coordinate and execute school fundraising events, i.e. Harvest Town, Gift of Art, Bingo, etc.
- Facilitate a corporate matching program on the school's website and via parent communications, as well as track and acknowledge all corporate matching gifts.
- Manage all mailing campaigns, including coordination with the printer and overseeing mailing lists.
- Design/write copy for development collateral and communications, including a case for support, event invitations, etc.
- Coordinate and compile development-related donor recognition materials, including donor acknowledgment plaques and naming opportunities.
- Support the preparation of Development Reports for Board meetings.
- Maintain foundation, corporation and individual donor files.

### **Enrollment outreach**

- Managing the research, creation and execution of an overall plan for enrollment outreach and community engagement, including raising awareness about the school, and the development of engagement pathways that align with our mission and vision.
- Overseeing all outreach consultants and canvassers.
- Coordinating all digital outreach and advertising.
- Managing direct mailing enrollment outreach campaigns.
- Manage office staff enrollment support (calling to interested parents, scheduling tours, etc.)
- Manage and lead school tours.
- Research, schedule and manage school attendance at school fairs and outreach to pre-schools.

- Create and manage current family engagement from the elementary school to the middle school.
- Designing and implementing evaluation tools to gauge and ensure effective outreach efforts.

### **Communications**

- Produce and coordinate school-wide communications (ParentSquare).
- Manage and oversee all school social media and digital outreach.
- Coordinate with graphic designers the creation of all collateral for school events and announcements.
- Coordinate and manage the school calendar (public and internal).
- Oversee alumni outreach and engagement.

#### **Community Relations**

- Frontline for positive parent support and strategically enhancing parent engagement.
- Regularly analyzing the local landscape to identify opportunities for partnerships, stronger community presence, and neighborhood relations-building opportunities.
- Representing LFCSA in community initiatives and at events that support our school's strategic planning goals and strategies.
- Implementing strategies for supporting positive school transformation for students and parents, in partnership with school leadership and the PTA.

#### **Administrative**

- Office team member support
- Support for the Executive Director for community relations and engagement
- Other duties as assigned

### **Required Skills and Experience**

- Bachelor's degree in a related field, preferred.
- Prior fundraising and/or community organizing, campaign organizing, and/or other forms of constituent building and donor relations experience (small- and/or large-scale).
- Ability to work a flexible schedule, to include occasional evenings and weekends, in order to meet event needs and be present at community functions.
- Excellent verbal and written communication and organization skills.
- Ability to communicate and work effectively with a variety of internal and external stakeholders.
- Experience working in teams, using outcomes measurement, and goal-setting.
- Proficiency with computer programs, including Google Drive and MS Office: PowerPoint, Excel and Word; as well as a high-level of comfort with student information and donor database systems
- High energy, initiative, and creativity are desired.
- Demonstrate strong multi-tasking abilities and a positive attitude.
- Bilingual Spanish (preferred)

### **Clearances**

- Criminal Justice Fingerprint / Background Clearance; TB clearance

**Title: Resource Specialist Teacher**

**Reports to: Director of Student Support Services**

Our Resource Specialist Teacher is an individual who is committed to the arts, child-centered learning, and fostering a collaborative and engaged learning environment. In order to thrive in and contribute to our learning community this individual must be an excellent communicator, a flexible and resourceful problem-solver, a life-long learner, a deep critical thinker, very comfortable with interdisciplinary collaboration, and able to support and develop leadership in others. This individual's personal and professional values are aligned with the Charter School's values and charter- child-centered, constructivist, project based, arts integrated, family involvement, character education and service learning.

### **Purpose Statement**

The Resource Specialist Teacher assists in the developing, implementing, evaluating and refining of LFCSA's instructional program within the Special Education program and connected to the general education program.

### **Essential Functions**

- Uphold the values and mission of LFCSA while making significant professional contributions
- Assist in fostering an environment that fosters interdisciplinary collaboration, innovation, risk-taking, efficient planning, peer-to-peer mentoring, leadership and reflection
- Coordinate with administrators and staff to provide staff development to improve achievement of all students in all subjects
- Facilitate the establishment of a professional learning community
- Complete assessment plans, initial evaluations, additional assessments and three year re-evaluations within district, state and federal guidelines
- Case management of students receiving RSP and related services as per the IEP
- Provide direct Services of academic, behavioral and organizational supports as outlined in students' IEPs
- Attend and participate in IEP, Student Study Team and other assigned meetings and conferences concerning students with special needs; collaborate with staff and administrators in the formulation, development and implementation of IEP's, behavior plans and related services, and goals and objectives.
- Consult and work collaboratively with all other school district personnel, parents and other agencies.
- Attend and participate in various site based meetings, in-services, committees and workshops as directed;
- Develop, implement and conduct in-service training sessions for parents and staff as requested.
- Serving on school committees for the improvement of the educational process
- Maintain records pertaining to program services; compile reports and statistical information needed for evaluation of program effectiveness and planning of duties

### **Required Education and Experience**

- Valid Special Education Teaching Credential
- Minimum 5 years teaching experience
- Master's of Education preferred
- Bilingual preferred

## **Clearances**

- Criminal Justice Fingerprint / Background Clearance; TB clearance

## **Title: School Psychologist**

### **Reports to: Director of Student Support Services**

The School Psychologist is an individual who is committed to the arts, student-centered learning, and fostering a collaborative and engaged learning environment. In order to thrive in and contribute to our learning community this individual must be an excellent communicator, a flexible and resourceful problem-solver, a life-long learner, a deep critical thinker, very comfortable with interdisciplinary collaboration, and able to support and develop leadership in others. This individual's personal and professional values are aligned with the organization's values: curiosity, interconnectedness, equity, stewardship, and mindfulness

## **Purpose Statement**

Under the direction of the Director of Student Support Services, the School Psychologist will perform a variety of professional activities involved in the planning, development and consultation of related Individualized Education Plans (IEPs) behavior plans, and educational goals and services.

## **Essential Functions**

- Uphold the values and mission of LFCSA while making significant professional contributions
- Complete assessment plans, initial evaluations, additional assessments and three year reevaluations within district, state and federal guidelines
- Observe and interview students and conduct psychological assessments and evaluations; administer and interpret results of psychological assessment tests; write detailed and individualized reports concerning psychological observations, assessments and evaluations; provide input in the formulation of educational, developmental and remediation plans and strategies for various disabilities, disorders and other student issues.
- Perform a variety of professional activities involved in the observation, assessment and treatment of mental health issues and problems among the student population at assigned school sites
- Assist in the development of behavior support plans for both regular education and special education students; conduct FAA's and develop behavior intervention plans as appropriate.
- Attend and participate in IEP, Student Study Team and other assigned meetings and conferences concerning students with special needs; collaborate with staff and administrators in the formulation, development and implementation of IEP's, behavior plans and related services, and goals and objectives.
- Consult and work collaboratively with all other school district personnel, parents and other agencies.
- Attend and participate in various site based meetings, in-services, committees and workshops as directed;
- Supervise school psychologist interns as assigned.

- Develop, implement and conduct in-service training sessions for parents and staff as requested.
- Assist in resolving behavioral difficulties exacerbated by social emotional needs
- Provide DIS counseling services for students with IEPs requiring the service.
- Facilitate change in negative or self-destructive attitudes or behavior
- Counsel students who demonstrate difficulties with classwork due to carelessness, boredom, or lack of self-confidence
- Consult with parents, teachers and administrators regarding behavior, academic, social and emotional development
- Inform director and district regarding students with severe student behavioral problems.
- Refer parents to appropriate community agencies and follow up as required

**Required Skills and Experience:**

- Possession of a valid California Pupil Personnel Services Credential
- Minimum 2 years of experience in an elementary school setting
- Maturity and ability to establish and maintain effective relationships with Special Education students
- Able to read/write English at a level necessary for successful job performance
- Ability to understand and manage with varying emotional difficulties, sensory-related issues, and difficult behaviors
- Natural demeanor and interaction with students with learning disabilities
- Ability to set and enforce limits and boundaries
- Advanced oral and written communication skills used effectively with students, parents, teachers, and the case supervisor when issues arise
- Ability to foster effective relationships with a diverse community of students and their families
- Open towards feedback
- Ability to collaborate
- Strong organizational and time management skills
- Critical thinking and problem-solving skills
- Able to take initiative in ensuring student needs are met
- Bilingualism (preferred but not required)

**Clearances**

- Criminal Justice Fingerprint / Background Clearance; TB clearance

**Title: Counselor**

**Reports to: Director of Student Support Services**

The Counselor is an individual who is committed to the arts, student-centered learning, and fostering a collaborative and engaged learning environment. In order to thrive in and contribute to our learning community this individual must be an excellent communicator, a flexible and resourceful problem-solver, a life-long learner, a deep critical thinker, very comfortable with interdisciplinary collaboration, and able to support and develop leadership in others. This individual's personal and professional values are aligned with the organization's values: curiosity, interconnectedness, equity, stewardship, and mindfulness

**Purpose Statement**

Under the direction of the Director of Student Support Services, the Counselor will perform a variety of professional activities involved in the planning, development and consultation of DIS Counseling services on the Individualized Education Plans (IEP's) behavior plans, as well as providing direct services on an individual, group, or family level to promote student social emotional well being

**Primary Responsibilities and Associated Tasks**

- Uphold the values and mission of LFCSA while making significant professional contributions
- Assist in fostering an environment that fosters interdisciplinary collaboration, innovation, risk-taking, efficient planning, peer-to-peer mentoring, leadership and reflection
- Coordinate with administrators and staff to provide staff development to improve achievement of all students in all subjects
- Facilitate the establishment of a professional learning community
- Assist in resolving behavioral difficulties exacerbated by social emotional needs
- Facilitate change in negative or self-destructive attitudes or behavior
- Counsel students who demonstrate difficulties
- Consult with parents, teachers and administrators regarding behavior, academic, social and emotional development
- Maintain confidential records and reports
- Inform director and district regarding students with severe student behavioral problems
- Refer severe cases as appropriate
- Refer parents to appropriate community agencies and follow up as required
- Conduct or participate in meetings and in service training programs as appropriate

**Required Skills and Experience:**

- Possession of a valid California Pupil Personnel Services Credential
- Minimum 2 years of experience in an elementary school setting
- Maturity and ability to establish and maintain effective relationships with general and Special Education students
- Able to read/write English at a level necessary for successful job performance
- Ability to understand and manage with varying emotional difficulties, sensory-related issues, and difficult behaviors
- Natural demeanor and interaction with students with learning disabilities
- Ability to set and enforce limits and boundaries
- Advanced oral and written communication skills used effectively with students, parents, teachers, and the case supervisor when issues arise
- Ability to foster effective relationships with a diverse community of students and their families
- Open towards feedback
- Ability to collaborate
- Strong organizational and time management skills
- Critical thinking and problem-solving skills
- Able to take initiative in ensuring the student needs are met

- Bilingualism (preferred but not required)

#### **Communication Skills**

- Excellent communication and community-building skills
- Excellent partnership building skills with an ability to communicate and work effectively with a variety of internal and external stakeholders
- Possesses the ability to interpret and translate data and information.

#### **Clearances**

- Criminal Justice Fingerprint /Background Clearance; TB clearance

### **Title: Special Education Coordinator**

#### **Reports to: Director of Student Support Services**

The Special Education Coordinator is an individual who is committed to the arts, student-centered learning, and fostering a collaborative and engaged learning environment. In order to thrive in and contribute to our learning community this individual must be an excellent communicator, a flexible and resourceful problem-solver, a life-long learner, a deep critical thinker, very comfortable with interdisciplinary collaboration, and able to support and develop leadership in others. This individual's personal and professional values are aligned with the organization's values: curiosity, interconnectedness, equity, stewardship, and mindfulness.

#### **Purpose Statement**

The Special Education Coordinator is an administrative position that supports the Director of Student Support Services in implementing the school's vision and mission; building the capacity of the faculty and staff in teaching and providing services to students; developing, evaluating and refining LFCSA programs; fostering of community partnerships, implementing and the maintenance of day to day operations of the Special Education Program. This person is not responsible for providing instructional services.

#### **Essential Functions**

- Functions as the coordinator for LFCSA's Special Education program and supports the Director of Student Support Services
- Assists with implementation of a wide variety of program components (e.g., student support services prevention, professional development training, and related parent education programs) for the purpose of delivering services that conform to established guidelines and regulations within related timeframes.
- Collaborates with internal and external personnel (e.g., administrators, teachers, auditors, public agencies, community members) for the purpose of implementing and maintaining services and programs.
- Organizes, facilitates, and/or actively participates in meetings, workshops, and seminars for the purpose of supporting staff, conveying and/or gathering information required to perform functions and representing the school and programs as appropriate.
- Assists with personnel functions (e.g., interviewing, evaluating, supervising, training) for the purpose of maintaining adequate staffing, enhancing productivity of personnel, and achieving objectives within guidelines.

- Researches a variety of topics required to manage programs and services (e.g., relevant policies, new regulations, current best practices) for the purpose of developing master plans and programs, ensuring compliance, securing general information, and responding to requests.
- Responds to issues involving staff, conflicts in policies and regulations, community concerns, parental requests that may result in negative impact or liability if not appropriately addressed for the purpose of identifying the relevant issues and recommending or implementing a plan of action that will efficiently resolve the issues.
- Assist in the development of the IEP Master Calendar
- Maintains Welligent database
- Maintains IEP file system
- Assists with professional development for staff
- Serves as admin designee for IEPs
- Monitors and facilitates compliance with IEP timelines
- Assists with Child Find and Self-Review Checklist procedures
- Assists with programmatic monitoring, evaluation and revision of procedures with respect to Special Education
- Other duties as assigned

#### **Required Skills**

- Commitment to the mission, vision and values of LFCSA
- Strong experience managing a highly capable team using outcomes measurement and goal-setting
- Entrepreneurial self-starter and creative thinker with experience producing results in a rapidly growing, deadline-driven, fast-paced, dynamic environment
- Excellent communication and community-building skills
- Proven experience leading organizational success and promoting employee growth and development
- Strong knowledge of LAUSD Charter School policies and procedures
- Extensive knowledge of curriculum development and Special Education programs
- A record of success in professional development of teachers

#### **Required Education and Experience**

- Minimum 5 years teaching experience
- Minimum 5 years special education teaching experience
- Masters of Education preferred
- Bilingual preferred

#### **Clearances**

- Criminal Justice Fingerprint / Background Clearance; TB clearance

#### **Title: Behavioral Intervention Implementer (BII)**

#### **Reports to: Special Education Coordinator**

The Behavioral Intervention Implementer is an individual who is committed to supporting the mission and vision of the organization, as well as the academic, health, and safety of the school's

students and stakeholders. stakeholders. They are an individual who is committed to the arts, student-centered learning, and fostering a collaborative and engaged learning environment, and is focused on supporting student with Special Needs in the program. This individual upholds the organization's core values: curiosity, interconnectedness, equity, stewardship, and mindfulness. The BII is directed by the BID for intervention implementation, but because we contract with an outside vendor, the Special Education Coordinator supervises this position

### **Purpose Statement**

Under the direction of a Behavior Intervention Developer, the BII will provide behavior support services to students identified as having significant behavioral needs. The Behavioral Intervention Implementer supports the school in implementing the school's vision and mission by supporting students with Special Needs with their identified goals for their learning and behavior in the classroom, on the playground, in transitions, and any other specified need to help students access the academic program and be part of a collaborative and inclusive community.

### **Essential Functions**

Any one position may not include all of the listed duties, nor do all of the listed examples include all tasks that may be found in positions within this classification.

- Work with students having special needs and/or difficult behaviors
- Supporting students with toileting and other health related tasks as needed
- Demonstrate an understanding, patient, and receptive attitude toward students of varied age groups, and varied disabilities.
- Under the direction of the BID, implement the student's Behavior Strategic Plan / Behavior Intervention Plan.
- Model appropriate behavioral interventions.
- Appropriately manage student behavior and guide student toward more acceptable social behaviors.
- Encourages appropriate interactions with peers, modeling social skills as needed.
- Supports instruction to individuals or small groups of students with special needs as assigned.
- Assist in student assessments as appropriate.
- Collect data on a daily basis to gather information used to revise the Behavior Intervention Plan and to develop annual IEP goals and objectives
- Maintain appropriate documentation, records, and reports.
- Support student through transition into new education settings.
- Supervise student at recess and lunch time as needed
- Collaborate with classroom teacher to implement student's IEP goals and objectives
- Assist student in all aspects of toileting, which may include diapering and lifting on and off the toilet, changing tables and mats when trained by appropriate staff.
- Consult and collaborate with site staff (especially the BID and classroom teacher) about student progress
- Learn to utilize a variety of appropriate instructional materials and procedures in the enhancement of a training and educational environment.
- Perform routine clerical tasks and operate a variety of educational and office related machines and equipment.
- Performs other related duties as assigned

### **Required Skills and Experience**

- Must have a strong desire to work with children, especially those with special needs
- Ability to communicate effectively in oral and written form.
- Ability to understand and carry out oral and written directions.
- Establish and maintain cooperative working relationships with children and adults.
- Ability to remain calm under stressful conditions.
- Interpersonal skills using tact, patience, and courtesy.
- First Aid and CPR training desirable.
- Knowledge of basic concepts of child growth and development and developmental behavior
- Must be able to become certified by the Crisis Prevention Institute (CPI) in non-violent crisis interventions.
- Behavior management strategies and techniques relating to pupils experiencing behavioral difficulties;
- Knowledge and understanding of positive behavioral interventions and applied behavior analysis;
- Appropriate English usage, punctuation, spelling and grammar;
- Familiarity with computers, including the ability to navigate internet based applications and the use of a keyboard and mouse to enter data.
- Able to bend at waist, kneel, or crouch to assist students.
- Able to sit or stand for extended periods of time.
- Able to lift and carrying of weights up to 25 pounds.
- Routine record storage, retrieval, and management procedures.
- The equivalent of graduation from high school (*Verification will be required for high school graduation, college units, and degrees.*)
- Bachelor's Degree preferred
- Bilingual preferred

### **Clearances**

- Criminal Justice Fingerprint / Background Clearance; TB clearance

### **Title: Resource Specialist Program Aide**

### **Reports to: Resource Specialist Teacher and/or Special Education Coordinator**

The Resource Specialist Program (RSP) Aide is an individual who is committed to supporting the mission and vision of the organization, as well as the academic, health, and safety of the school's students and stakeholders. They are an individual who is committed to the arts, student-centered learning, and fostering a collaborative and engaged learning environment, and is focused on supporting student with Special Needs in the program. This individual upholds the organization's core values: curiosity, interconnectedness, equity, stewardship, and mindfulness.

### **Purpose Statement**

Under the direction of the Resource Specialist Teacher, the RSP Aide will provide academic support services to students with Special Needs. They support the school in implementing the school's vision and mission by supporting students with Special Needs with their identified goals for their learning and behavior in the classroom, on the playground, in transitions, and any other

specified need to help students access the academic program and be part of a collaborative and inclusive community.

#### **Essential Functions**

- Assist the Resource Specialist Teacher in providing services to students with special needs.
- Supports instruction to individuals or small groups of students with special needs as assigned.
- Appropriately manage student behavior and guide student toward more acceptable social behaviors.
- Encourages appropriate interactions with peers, modeling social skills as needed.
- Assist in student assessments as appropriate.
- Maintain appropriate documentation, records, and reports.
- Supervise student at recess and lunch time as needed
- Collaborate with classroom teachers to implement student's IEP goals and objectives
- Other duties as assigned

#### **Required Education and Experience**

- Experience working with school-age students
- AA degree and enrolled in school
- Bachelor's Degree preferred
- Bilingual preferred

#### **Clearances**

- Criminal Justice Fingerprint / Background Clearance; TB clearance

**Title: Special Education Aide**

**Reports to: Special Education Coordinator**

The Special Education Aide is an individual who is committed to supporting the mission and vision of the organization, as well as the academic, health, and safety of the school's students and stakeholders. They are an individual who is committed to the arts, student-centered learning, and fostering a collaborative and engaged learning environment, and is focused on supporting student with Special Needs in the program. This individual upholds the organization's core values: curiosity, interconnectedness, equity, stewardship, and mindfulness.

#### **Purpose Statement**

Under the direction of a Special Education Coordinator, the Special Education Aide will provide academic and behavior support services to students identified with Special Needs. They support the school in implementing the school's vision and mission by supporting students with Special Needs with their identified goals for their learning and behavior in the classroom, on the playground, in transitions, and any other specified need to help students access the academic program and be part of a collaborative and inclusive community.

#### **Essential Functions**

Any one position may not include all of the listed duties, nor do all of the listed examples include all tasks that may be found in positions within this classification.

- Work with students having special needs and/or difficult behaviors
- Demonstrate an understanding, patient, and receptive attitude toward students of varied age groups, and varied disabilities.
- Supports instruction to individuals or small groups of students with special needs as assigned.
- Implement the student's Behavior Treatment Plan / Behavior Intervention Plan as needed.
- Appropriately manage student behavior and guide student toward more acceptable social behaviors.
- Assist student in all aspects of toileting, which may include diapering and lifting on and off the toilet, changing tables and mats when trained by appropriate staff.
- Encourages appropriate interactions with peers, modeling social skills as needed.
- Assist in student assessments as appropriate.
- Collect data on a daily basis to gather information used to revise the Behavior Intervention Plan and to develop annual IEP goals and objectives
- Maintain appropriate documentation, records, and reports.
- Support student through transition into new education settings.
- Supervise student at recess and lunch time as needed
- Collaborate with classroom teacher to implement student's IEP goals and objectives
- Consult and collaborate with site staff (especially the special education teacher and classroom teacher) about student progress
- Learn to utilize a variety of appropriate instructional materials and procedures in the enhancement of a training and educational environment.
- Perform routine clerical tasks and operate a variety of educational and office related machines and equipment.
- Other duties as assigned

#### **Required Education and Experience**

- Must have a strong desire to work with children, especially those with special needs
- Ability to communicate effectively in oral and written form.
- Ability to understand and carry out oral and written directions.
- Establish and maintain cooperative working relationships with children and adults.
- Ability to remain calm under stressful conditions.
- Interpersonal skills using tact, patience, and courtesy.
- First Aid and CPR training desirable.
- Knowledge of basic concepts of child growth and development and developmental behavior
- Must be able to become certified by the Crisis Prevention Institute (CPI) in non-violent crisis interventions.
- Behavior management strategies and techniques relating to pupils experiencing behavioral difficulties;
- Knowledge and understanding of positive behavioral interventions and applied behavior analysis;
- Appropriate English usage, punctuation, spelling and grammar;
- Familiarity with computers, including the ability to navigate internet based applications and the use of a keyboard and mouse to enter data.

- Able to bend at waist, kneel, or crouch to assist students.
- Able to sit or stand for extended periods of time.
- Able to lift and carrying of weights up to 25 pounds.
- Routine record storage, retrieval, and management procedures.
- The equivalent of graduation from high school (*Verification will be required for high school graduation, college units, and degrees.*)
- Bachelor's Degree preferred
- Bilingual preferred

#### **Clearances**

- Criminal Justice Fingerprint / Background Clearance; TB clearance

#### **Title: Office Assistant**

#### **Reports to: Office Coordinator**

The Office Assistant is an individual who is committed to the arts, student-centered learning, and fostering a collaborative and engaged learning environment. In order to thrive in and contribute to our learning community this individual must be an excellent communicator, a flexible and resourceful problem-solver, a life-long learner, a deep critical thinker, very comfortable with interdisciplinary collaboration, and able to support and develop leadership in others. This individual's personal and professional values are aligned with the organization's values: curiosity, interconnectedness, equity, stewardship, and mindfulness.

#### **Purpose Statement**

The Office Assistant supports the Office Coordinator and School Operations Manager in implementing Los Feliz Charter School's vision and mission, and supports the schools daily operations and compliance functions (e.g. records, attendance, enrollment); In addition to being the school's frontline of communications via phone, email and walk-in's, this position supports the school's daily clerical needs, including purchase orders, data entry, lunch orders, and support with various forms, reports and compliance needs. This position is also the front line for monitoring students coming to/from school, supporting students with basic care needs, and scheduling behavioral support and interventions as needed. This person is a vital team member in implementing, evaluating and refining LFCSA's operational infrastructure.

#### **Essential Functions**

##### **Primary Responsibilities and Associated Tasks**

- Front Office Reception
- Create and sustain a supporting and welcoming front office climate
- Greet guests, monitor and approve visitors to campus
- Answer phones and provide information to parents, staff and vendors
- Communicate with interested families for general enrollment and school tours
- Maintain an orderly front office

#### **Clerical**

- Track and report student attendance

- Create Purchase Orders, as well as purchase documentation and tracking
- Track incoming orders/packages/packing slips
- Process school's supply orders
- General data entry for Student Information System updates and reporting
- Track, update, and report our Free and Reduced Lunch student applications
- Manage student lunch orders
- Track and maintain lottery and enrollment information
- Track and maintain records of parent volunteer forms and record of TB testing
- Track, communicate with staff, and monitor parent custody issues
- Support with school reporting and compliance requests
- Support with events and informational meetings
- Support with fiscal procedures (e.g. cash handling, receipts, sales, etc.)
- Any further school clerical duties as needed by administration

### **Student Support**

- Provide basic care to students (e.g. temperature, first aid, calls home to parents, etc.)
- Administer medicine to students according to student medical plan
- Process Teacher Referral Forms
- Social Emotional Learning support
- Any student support services as needed by administration

### **Required Skills and Experience**

- Uphold the values and mission of LFCSA while making significant professional contribution
- Experience working in teams, using outcomes measurement, and goal-setting
- Entrepreneurial self-starter and creative thinker with experience producing results in a rapidly growing, deadline-driven, fast-paced, dynamic environment
- Experience using software applications (e.g. spreadsheets, databases, shared docs, etc.)
- Knowledge of LAUSD Charter School policies and procedures (preferred)
- Strong written and verbal communication skills and fluent in the English language
- Excellent communication and community-building skills
- Ability to communicate and work effectively with a variety of internal and external stakeholders
- Possesses the ability to interpret and translate complex data and information
- Strong organizational skills and attention to detail required
- Information System experience
- Demonstrate strong multi-tasking abilities and a pleasant demeanor
- Proactive and detail oriented individual who is a team player
- Any equivalent combination of education and experience that meets the minimum requirements
- Experience working with school-aged children
- Bachelor's Degree preferred
- Bilingual Spanish preferred

### **Clearances**

- Criminal Justice Fingerprint / Background Clearance; TB clearance

**Title: Custodian**

**Reports to: School Operations Manager and/or Administrative Designee**

The Custodian is an individual who is committed to supporting the mission and vision of the organization, as well as the health and safety of all stakeholders. This individual upholds the organization’s core values: curiosity, interconnectedness, equity, stewardship, and mindfulness.

**Purpose Statement**

The Custodian supports the school in implementing the school’s vision and mission by implementing, evaluating, and improving school health and safety policies and procedures.

**Essential Functions**

- Perform routine custodial activities within assigned areas; sweep, scrub, mop, strip, wax and polish floors; vacuum rugs and carpets in classrooms, offices, workshops and other work areas; spot clean and shampoo carpets
- Clean classrooms, cafeterias, gymnasiums, auditoriums, lounges, offices, locker rooms, hallways and other facilities as assigned; dust and polish furniture and woodwork; empty waste receptacles; spot mop spills; remove gum, debris and graffiti as needed
- Clean and disinfect drinking fountains and restroom facilities including sinks, toilets and urinals; fill dispensers with towels, soap, toilet paper and other items; wash mirrors, tile, walls and windows; unclog drains and toilets
- Pick up paper and other debris from College grounds, walkways and areas adjacent to campus facilities; sweep concrete surfaces adjacent to campus building
- Operate custodial equipment such as vacuums, mops, small hand and power tools, buffer/scrubber machines and other equipment as assigned
- Perform minor maintenance to building and adjacent grounds; replace light bulbs and tubes; clean chalkboards, white boards, trays and erasers; empty pencil sharpeners; clean tables, chairs and floors; operate and adjust heating and ventilation equipment
- Move and arrange furniture and equipment; prepare classrooms, gymnasiums and other facilities for special events or meetings
- As assigned; set up and assemble chairs, tables and other furniture and equipment; clean up furniture, equipment and debris & following these events
- Lock and unlock doors, gates and windows as appropriate; turn lights on and off as needed; maintain security of assigned areas according to established guidelines; set alarms as appropriate
- Inspect buildings, reporting unsatisfactory or dangerous situations.
- Report safety, sanitary and area hazards to appropriate personnel; report need for maintenance and repairs to appropriate authority
- Participate in the thorough cleaning and restoration of campus facilities during vacation periods
- Distribute materials such as supplies and equipment; Conduct weekly inventory and maintain records of supplies/equipment use. Submit reports on activities of crew.

- Perform minor maintenance work such as replacing door stops, floor tiles, light switches or lights, oiling electric motors and removal of graffiti.
- Maintain security of the school during the day and evening; contact school Administrators and/or local police and fire departments as necessary.
- Perform related duties as assigned.

**Required Skills and Experience**

- Proper methods, techniques, materials, tools and equipment used in modern custodial work
- Modern cleaning methods Including basic methods of cleaning floors, carpets, furniture, walls and fixtures
- Proper methods of storing equipment, materials and supplies
- Requirements of maintaining buildings in a safe, clean and orderly condition
- Appropriate safety precautions and procedures
- Proper lifting techniques
- Perform routine custodial activities at an assigned campus
- Maintain buildings and adjacent grounds areas in a dean, orderly and secure condition
- Use cleaning materials and equipment in a safe and efficient manner
- Operate a variety of custodial equipment
- Maintain tools and equipment in clean working order
- Move and arrange furniture and equipment
- Observe and report safety hazards and need for maintenance and repair
- Establish and maintain effective working relationships and communicate effectively
- Understand and follow oral and written directions
- Observe health and safety regulations
- Meet schedules and timelines
- Other duties as assigned

**Education and Experience**

- Any combination equivalent to: sufficient training and experience to demonstrate the knowledge and abilities listed above
- Bilingual preferred

**Clearances**

- Criminal Justice Fingerprint / Background Clearance; TB clearance

**Title: Campus Aide**

**Reports to: School Operations Manager and/or Administrative Designee**

The Campus Aide is an individual who is committed to supporting the mission and vision of the organization, as well as the academic, health, and safety of the school’s students and stakeholders. They are an individual who is committed to the arts, student-centered learning, and fostering a collaborative and engaged learning environment. This individual upholds the organization’s core values: curiosity, interconnectedness, equity, stewardship, and mindfulness.

**Purpose Statement**

The Campus Aide supports the school in implementing the school's vision and mission by supporting students in classrooms, daily school operations, and with before, during, and after school yard supervision.

**Essential Functions**

- Assist classroom teachers with individual/small group instruction, lesson material preparation, substituting for BIs etc.
- Supervise students during recess, lunch, and carpool dismissal
- Provide students with social emotional support
- Other duties as assigned

**Required Education and Experience**

- Experience working with school-age students
- AA degree and enrolled in school
- Bachelor's Degree preferred
- Bilingual preferred

**Clearances**

- Criminal Justice Fingerprint / Background Clearance; TB clearance

## **ELEMENT 6— HEALTH AND SAFETY PROCEDURES**

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

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

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

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

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

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

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

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

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

### **Comprehensive School Safety Plan**

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

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

#### **CHILD ABUSE AND NEGLECT MANDATED REPORTER TRAINING**

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

#### **Medication in School**

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

#### **ATHLETIC PROGRAMS**

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

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

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

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

#### **CRIMINAL BACKGROUND CLEARANCES AND FINGERPRINTING**

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

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

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

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

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

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

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

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

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

### **SUICIDE PREVENTION POLICY**

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

### **HUMAN TRAFFICKING PREVENTION RESOURCES**

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

### **FEMININE HYGIENE PRODUCTS**

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

### **NUTRITIONALLY ADEQUATE FREE OR REDUCED-PRICE MEAL**

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

### **CALIFORNIA HEALTHY YOUTH ACT**

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

### **BULLYING PREVENTION**

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

### **LGBTQ RESOURCES TRAINING**

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

### **TRANSPORTATION SAFETY PLAN**

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

### **Custodian(s) of Records**

In accordance with California Department of Justice requirements, the School Operations Manager will serve as the Los Feliz Charter School for the Arts' Custodian of Records.

### **Health and Wellness of Students**

#### **Local School Wellness Policy**

We recognize the link between student health and learning and desires to provide a comprehensive program promoting healthy eating and physical activity for district students. The school will adopt a Local Wellness Policy that coordinates and aligns the school's efforts to support student wellness through health education, physical education and activity, health services, nutrition services, psychological and counseling services, and a safe and healthy school environment.

Indicators used to measure the implementation and effectiveness of the charter school's activities related to student wellness shall include, but are not limited to:

- Descriptions of the Charter School's nutrition education, physical education, and health education curricula and the extent to which they align with state academic content standards and legal requirements
- An analysis of the nutritional content of school meals and snacks served in all district programs, based on a sample of menus and production records

- Student participation rates in all school meal and/or snack programs, including the number of students enrolled in the free and reduced-price meals program compared to the number of students eligible for that program
- Results of the state's physical fitness test at applicable grade levels
- Number of minutes of physical education offered

The implementation and effectiveness of this policy is reviewed at least once every three years.

### **Injury & Illness Prevention Program**

The Charter School has adopted a COVID-19 Addendum (July 26, 2020) to the Injury and Illness Prevention Plan to accommodate staff returning to worksites after sheltering in place. Until the COVID-19 outbreak is contained, school and worksite administrators should coordinate with state and local health officials to obtain timely and accurate information about the level of disease transmission in the local community before resuming on-site work practices. Local conditions will influence the decisions that public health officials make regarding community-level strategies. Administrators may also follow a phased approach based on current levels of transmission and healthcare capacity at the state or local level, as part of resuming school operations.

### **Emergency Preparedness**

#### **Drills**

Fire drills will be conducted monthly and disaster preparedness drills are conducted periodically to practice safe and efficient egress from classrooms and our site. These drills are mandated by Education Code and occur on every campus throughout the State. If a disaster occurs, students will remain on campus (if circumstances allow) until parents and/or their designees sign them out. Students will not be released to anyone who is not listed on the Emergency Card. All adults must be prepared to show photo identification.

Lockdown drills will be conducted twice annually during the school year to ensure that students and staff are familiar with this important emergency procedure. The school may be placed under lockdown if an emergency situation, on campus or in the vicinity of the school, endangers student and staff safety. During a lockdown, staff immediately implement several security measures: doors and windows will be locked; gates will be locked; no one will be permitted to leave campus; and no parents or visitors will be allowed to enter campus. The Police Department will instruct staff and parents of specific procedures given the unique circumstances of the incident.

Earthquake drills. At the beginning of each year, students are trained to prepare for earthquakes. They are instructed on how to safely Drop, Cover, and Hold. In addition, LFCSA will participate in the Great CA Shakeout, a full simulation earthquake drills that is conducted on an annual basis. The school has enough supplies to shelter in place for three days. If a disaster occurs, students will remain on campus (if circumstances allow) until parents and/or their designees sign them out. Students will not be released to anyone who is not listed on the Emergency Card. All adults must be prepared to show photo identification.

### **Drug-, Alcohol-, and Smoke-Free Environment**

The Charter School shall function as a drug-, alcohol-, and smoke-free environment.

### **Comprehensive Anti-Discrimination and Harassment Policies and Procedures**

The Charter School is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation. The Charter School shall develop a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at the Charter School (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with the Charter School's anti-discrimination and harassment policies.

A copy of the policy shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired. The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code Section 231.6, and shall prominently and conspicuously display the poster in each bathroom and locker room at the schoolsite and in public areas at the schoolsite that are accessible to, and commonly frequented by, pupils.

## ELEMENT 7 – MEANS TO ACHIEVE RACIAL AND ETHNIC BALANCE

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

### Court-ordered Integration

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

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

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

### Court Ordered Integration

In our Outreach Plan, we have been striving to achieving the LAUSD Racial and Ethnic Balance Ratio of 60:40, which represents the percentage of Predominantly Hispanic, Black, Asian, Other (PHBAO) students compared to Other White (OW) students. In addition, are also working to match the District’s 2019-20 percentages:

- Special Education students at 12.1%
- English Learners at 21.6%
- Redesignated fluent English proficient at 15.8

### **Outreach Plan**

Since LFCSA opened its doors in 2010 in our current location on Media Center Dr., we have continually expanded our outreach plan to recruit students from all income, racial and ethnic backgrounds in the

surrounding neighborhoods. In this past year, we made a significant commitment towards this effort by creating a new position to support outreach and recruitment, our Community Engagement Manager.

*Recruitment Framework:*

- Recruitment efforts will focus on our local community
- All enrollment outreach activities will have Spanish and English language access
- All information being distributed including flyers, brochures and forms will be in both Spanish and English.
- The plan will be evaluated, and revised if necessary, annually by the Executive Director and Board of Directors
- We have set the following metrics as goals for our plan:
  - Increase Socioeconomically Disadvantaged students by 3% each year until we reflect the demographics of the local community.
  - Increase PHBAO percentage by 3% each year until we achieve or maintain the LAUSD’s 60:40 ratio.
  - Increase English Learners 2% each year until we achieve or maintain the LAUSD’s English Learner population percentages.
  - Increase Special Education students by 2% each year until we achieve or maintain the LAUSD’s Special Education population percentages.

*Annual Community Engagement Schedule*

This schedule reflects efforts to bring community members to LFCSA, and for LFCSA to be actively involved in the community. This schedule is to be revised each year, by the Executive Director and Board of Directors, after evaluating the effectiveness of the overall plan and its specific activities.

<b>Monthly</b>
Social media and digital advertising
Daily Facebook, Instagram and Facebook posts
Spanish-speaking parent outreach team at local events as they are identified
<b>July</b>
Executive Director reviews/sets goals and activities for year
Targeted Direct Mailing to Glassell Park and nearby communities
Summer Night Lights
Rio De Los Angeles Movie Night
School Tours
<b>August</b>
Ice Cream Social
Social media and digital advertising
Paid advertising in local newspapers/radio
Glassell Park Neighborhood Council: National Night Out
Juntas Park Movie Night
Recruitment Consultants: Activate Social Media Platform
<b>September</b>
Connect with Councilmember Office for calendar of events
Connect with Glassell Park Neighborhood Council for calendar of events
Spanish-speaking parent outreach team at local events
Social media and digital advertising (ongoing every month throughout the year)
Paid Advertising via Google ads and Yelp Ads

Attend Preschool and Middle School Forums <sup>51</sup>
Build Partnerships with local organizations: FOLAR Noche Del Rio
School Tours (2 tours)
<b>October</b>
School Tour (2-4 tours)
Harvest Town Community Event (formerly Halloween Town)
Glassell Park Neighborhood Council: Halloween Haunt (formerly Halloween Town)
Social Media Paid Advertising (Facebook & Instagram boosts)
Attend Preschool & Middle School Forums
Glassell Park Senior Center Student Visit
<b>November</b>
School Tour (x2)
Día de Los Muertos Community Event
Attend Preschool & Middle School Forums
Targeted Direct Mailing to Glassell Park residences and nearby communities
Griffith Park Harvest Festival - Spanish-Speaking Outreach
<b>December</b>
School Tours (2-4 tours)
Gift of Art Community Faire
<b>January</b>
School Tours (2-4 tours)
Catalyst Educator Day (month varies)
Local Head Start Preschool visits
Participate in Glassell Park Neighborhood Council's MLK Clean Up Day
Door-to-door canvassing - homes and businesses
Targeted Direct Mailing to Glassell Park residences and nearby communities
Pre-school outreach and middle school fairs at local elementary schools
<b>February</b>
School Tours (2-4 tours)
Catalyst Educator Day
Door-to-door canvassing - homes and businesses
<b>March</b>
School Tours (2-4 tours)
Glassell Park Neighborhood Council: Egg Hunt
Spanish-speaking parent outreach team at local events
Valentine's Art & Play Date Community Event
<b>April</b>
School Tours (2-4)
Community Event: Bingo
Catalyst Conference
FOLAR: River Clean UP
Targeted Direct Mailing to Glassell Park residences and nearby communities
<b>May</b>
City Hall Public Works: Design based thinking One Water LA projects
Targeted Direct Mailing to Glassell Park residences and nearby communities

<sup>51</sup> Locations for outreach: Silverlake Mom's Club School Forum, Franklin Elementary Middle School Forum, Eagle Rock Mom's Club School Forum, Pasadena Mom's Club School Forum, Rose Scharlin Preschool Forum, Glassell Park Head Start Preschool Forum, Yosemite Rec Center Preschool & Middle School Outreach fair, Highland Park Preschool Forum, Cypress Park Preschool & Middle School Forum, Mt Washington Middle School Forum, Glassell Park Head Start Preschool Forum

<b>June-July</b>
Community Event: Museum Day
Lummis Day: Presentation of LA History 3 <sup>rd</sup> graders
Parks & Recreation events

## **ELEMENT 8 – ADMISSION REQUIREMENTS**

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

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

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

### **HOMELESS AND FOSTER YOUTH**

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

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

### **NON-DISCRIMINATION**

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

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

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

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

### **PREGNANT AND PARENTING STUDENT ACCOMMODATIONS**

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

### **SEXUAL HARASSMENT POLICY NOTICE**

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

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

### Admission Requirements

Admission to the Charter School is open to any resident of California that is of legal age to attend public school (i.e., old enough to be admitted to TK or kindergarten). LFCSA admits all pupils who wish to attend as set forth in Education Code § 47605(e)(2)(A).

### Student Recruitment

The LFCSA Board of Directors has an Outreach Plan for recruitment and engagement with the community. It has recently created the position of Community Engagement Manager to focus on recruitment of diverse populations by implementing a strong public relations push to help make local communities aware of the school and the program it offers via targeted direct mailings, presence at community events, hosting events for community organizations, word of mouth, social media, etc. We target our social media ads, direct mailings, and canvassing in areas with higher percentages of minorities, and English Learners. Recruitment materials are bilingual, and clearly indicate that LFCSA welcomes students who are socio-economically disadvantaged and students with special needs.

### Lottery Preferences and Procedures

All students who are currently enrolled in the Charter School from the previous school year will be exempt from the lottery. We utilize preferences to help promote our ability to achieve a more diverse student population by giving weight to students who qualify for the National School Lunch Program and student who live in the attendance area of Glassell Park elementary school.

The Public Random Drawing is conducted with the following admissions preferences being given:

- I. Students who are currently attending the charter school and pupils who reside in LAUSD;
- II. Siblings of students already attending the school;
- III. Children of school personnel and LFCSA Board of Directors who reside or work in the territorial jurisdiction of the LAUSD (up to 10% limit);
- IV. Students eligible for the National Free & Reduced Lunch Program in lottery order;
- V. Students who are currently enrolled in the public elementary school or who reside in that elementary school's attendance area where the Charter School site (i.e. Glassell Park Elementary School site) is physically located in which 55 percent or more of the pupil enrollment is eligible for free or reduced-price meals (for purposes of the Charter School Facility Grant Program).<sup>52</sup>
- VI. Students residing in California, but not residing within the territorial jurisdiction of the LAUSD.

These preferences are included to help ensure that the school serves the Glassell Park community and continues to increase its diversity. If the number of applications does not exceed the number of spaces in the school, there will be no PRD and all students who submitted applications will be enrolled, in accordance with Education Code Section 47605(e)(2)(A).

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<sup>52</sup> This admission preference, consistent with Education Code Section 47614.5(c)(2)(A) and the Charter School Facility Grant Program, will be implemented only in years when LFCSA eligibility for the Charter School Facility Grant Program is met by the Charter School's own student population demographics.

### **Application and Enrollment Process**

The Charter School partners with ApplyLA to collect Public Random Drawing (PRD) Applications and conduct the Public Random Drawing. The Charter School holds at least three parent information meetings prior to the PRD so parents can learn more about the school before they apply. Applications for enrollment will be accepted via ApplyLA during a publicly advertised open enrollment period, from the beginning of October to the end of February. An explanation of the enrollment process and the rules to be followed during the lottery will be available at all times on our website. The process is also verbally explained to any families who contact the school, is made available as in multiple languages on ApplyLA, and is explained in further detail on the school website. If an applicant does not have access to internet or needs assistance with the application process, they can visit our school to have an office staff member assist them in filling out an application online.

### **Fair Execution of Lottery Procedures**

If the number of applications for admission to a grade exceeds the number of available slots in that grade, the spaces for that grade are to be filled via the PRD that is conducted via the ApplyLA platform. Two staff members conduct the PRD electronically on APPLYLA. The PRD is held on a grade-by-grade basis to fill the available slots. Although the PRD it is conducted on an online platform, the public is welcome to attend the drawing at our Media Center campus and is given notice of this event on the application, on the website, and via information sheets sent by email.

### **Timeline for Admission Process**

PRD Applications for admission are made available starting in October of the previous year and must be submitted by the last day of February. Each Applicant can view their application status on ApplyLA. If they do not have access to the internet they can contact or visit the school to get their status.

### **Public Random Drawing Date and Time**

The PRD process is designed to be transparent, public, and fair. The PRD will be held at 3:00 p.m. on the first Tuesday in March in at our Media Center Campus. The drawing will be conducted by an uninterested party. The parents are welcome, but not required, to attend the drawing and are given notice of this event on the application, on the website, and via information sheets sent by email. LFCSA will post to its website the rules to be followed during the lottery process for all interested parties to view. If families do not have Internet access, they will be supported by the Charter School's office staff to provide the necessary information.

### **Waiting List**

Once the PRD has met the max enrollment for each grade level, a waitlist is then created by continuing to draw numbers in the PRD based on the preferences identified above for those who did not get accepted through the lottery to be enrolled. Families receive an email & text notification via ApplyLA with their enrollment status or waitlist number immediately following the PRD. Families are informed by email, text and on the school website that the waitlist is available to be viewed and track their waitlist status on ApplyLA. Waitlists do not carry over year to year.

### **Family Contact and Timeline of Admission/Enrollment**

In the ApplyLA platform, parents are able to choose their preferred method of communication. Families are contacted using their preferred method of communication to offer enrollment to a family when they have accepted their spot. Prior to the start of the school year, families need to accept their spot within 7 days of being contacted about an open space. During the school year, families need to accept their

spot via ApplyLA within 24 hours of being contacted about an open space. Families without access to the Internet are able to contact the front office to accept their spot.

### **Enrollment Process**

Families who have accepted a spot receive an official communication of enrollment eligibility and all enrollment forms. They are either sent an enrollment packet via ApplyLA, or they can choose to come to the school to pick up a paper enrollment packet. In the enrollment process, families have 72 hours to submit necessary documentation (e.g. birth certificate, proof of residence, and guardian identification). Immunization records are given a later deadline to allow for students to get the state required immunizations prior to the first day of the school. This process is continued in the order applicants accepted spots until full enrollment is met. Should someone not complete the enrollment process, we would then move to our waitlist to contact the next eligible student.

In the months following the PRD, the school holds several orientation meetings for parents. At these meetings, staff and parents review school policies and are given the opportunity to ask questions and meet other families. At these orientation meetings, parents learn more about the Charter School's active family community, and are given the opportunity to sign up with a parent action committee. Each family chosen for enrollment is encouraged to attend one of these meetings. If a family cannot attend one of these meetings, they may make a personal appointment with the school to address the information covered. A family's failure to do so does not affect their child's enrollment or admission.

### **Records**

The school keeps all applications and paperwork corresponding to the PRD for two years.

## **ELEMENT 9 – ANNUAL FINANCIAL AUDITS**

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

Charter School shall provide for an annual audit that shall be conducted in compliance with applicable state and federal laws, including but not limited to the requirements of Education Code sections 47605(c)(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

Each fiscal year an independent auditor conducts an audit of the financial affairs of the Charter School to verify the accuracy of the Charter School's financial statements, attendance and enrollment accounting practices, and to review the Charter School's internal controls.

The LFCSA Board of Directors will select, based on the recommendation of the Audit Committee, a State-approved Charter School Auditor based upon their relevant experience with school finance and charter school finance, auditing team experience, proposed fees, and other relevant criteria. The Governing Board will commission an annual financial audit by an independent third party auditor who will report directly to them. The Executive Director/Principal and School Operations Manager are responsible for working with the auditor to complete the audit, and they will not have a direct, personal financial stake in matters audited.

Auditors selected will conduct independent financial audits that are in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. The LFCSA Board of Directors will select auditors from the State Controller's Office Directory of certified public accountants or public accountants deemed by the State Controller's Office as qualified to conduct audits of charter schools.

All auditors will report directly to the LFCSA Board of Directors. Pursuant to Education Code Section 47604.33, Los Feliz Charter School for the Arts will provide any necessary financial statements to LAUSD and the Los Angeles County Office of Education (LACOE), and the respective state agencies. The annual audit will be completed and forwarded to the District, the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year. The Audit Committee will review any audit findings, deficiencies, material weaknesses and/or audit exceptions, and report recommendations on resolution to the LFCSA Board of Directors. The Board will submit a report to the District describing how the exceptions or deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same, with the goal being to address the finding before the following meeting.

The Executive Director/Principal shall ensure that all deadlines related to the Board’s review of the Audit and the submission of the Audit to all relevant agencies are met. The Executive Director/Principal will work with the Chair of the Audit Committee to advise and update the Board.

## **ELEMENT 10 – SUSPENSION AND EXPULSION PROCEDURES**

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

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

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

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

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

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

### **General Provisions**

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

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

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

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

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

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

### **Homework to Suspended Students**

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

### **Students with Disabilities**

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

In the case of a student who has an Individualized Education Program ("IEP"), or a student who has a Section 504 Plan, Charter School shall ensure that it follows correct disciplinary procedures to comply

with the mandates of state and federal laws, including IDEA and section 504 of the Rehabilitation Plan of 1973. As set forth in the MOU regarding special education between the District and Charter School, an IEP team will meet to conduct a manifestation determination and to discuss alternative placement utilizing the District's Special Education Policies and Procedures Manual. Prior to recommending expulsion for a student with a Section 504 Plan, Charter School's administrator will convene a Link Determination meeting to ask the following two questions:

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

### **Notification of the District**

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

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

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

### **Outcome Data**

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

### **Rehabilitation Plans**

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

### **Readmission**

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

### **Reinstatement**

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

### **Gun-Free Schools Act**

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

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### ***General Assurances:***

- This section of the petition contains our Pupil Suspension and Expulsion Policy which has been established in order to promote learning and protect the safety and well-being of all students at the Charter School. When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. Charter School staff shall enforce disciplinary rules and procedures fairly and consistently among all students.
- These Policy and its Procedures will be distributed as part of the Student and Parent Handbook and will clearly describe discipline expectations, including a description on how it will be updated and maintained, and are consistent with provisions in this petition, District's policy(is)/School Climate Bill of Rights and all applicable law.
- Corporal punishment shall not be used as a disciplinary measure against any 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.

- 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.

### School Climate and Student Discipline System

Los Feliz Charter School for the Arts' Safe School and Positive Behavior Intervention and Support Systems are congruent with the principles of LAUSD's Discipline Foundation Policy and the School Discipline Policy and School Climate Bill of Rights. Many of our practices are designed to develop and maintain a positive school climate and teaching of strategies to prevent and mitigate the need for disciplinary measures. In particular, our Safe School and Responsive Classroom practices promote students learning and demonstrating of the following Restorative Justice practices:

- Build community
- Celebrate accomplishments
- Intervene in offending behavior
- Transform conflict into restorative practices
- Rebuild damaged relationships
- Reintegrate students into the learning environment

The Charter School fosters a culture of discipline grounded in positive behavior support and intervention. Positive behavior support is a systems approach for establishing the social culture and individualized behavioral supports needed for schools to achieve both social and academic success for all. It is based on research that indicates the most effective discipline systems use proactive strategies designed to prevent discipline problems. Before consequences are given, students must first be supported in learning the skills necessary to enhance a positive school climate and avoid negative behavior.

LFCSA is committed to a caring community for learning in a safe environment. Therefore, we will adhere to the following guidelines:

LFCSA students, parents and staff will respect differences of all types-physical, mental, emotional, social and spiritual. We will choose our words and actions to help, not to hurt others. We will work to keep our school free of verbal and nonverbal put-downs regarding the following:

- Academic Progress
- Age
- Appearance/body image/mannerisms
- Athletic ability
- Belief systems
- Cultural, ethnic and/or racial background
- Family background and family composition
- Friendships
- Languages
- Learning Styles
- Physical challenges

- Sexual harassment of any type, including gender stereotypes and homophobic taunts
1. We will use school-appropriate language
  2. We will not tolerate physical abuse, taunts or threats

As a Safe School, we will accept responsibility for our words and actions without excuses.

Through Safe School conversations we help our students:

- Understand why the behavior is unacceptable and the harm it has caused
- Understand what they could have done differently in the same situation
- Take responsibility for their actions and find a way to resolve the harm they have done
- Be given the opportunity to learn pro-social strategies and skills to use in the future

As we engage in these conversations, LFCSA considers the following:

- Age and maturity of students involved
- Prior incidents (including the nature of prior misconduct, the number of prior instances of misconduct, and the disciplinary/intervention measures applied)
- Nature, severity and scope of the behavior
- Circumstances/context in which the conduct occurred
- Frequency, duration and intensity of the behavior
- Number of persons involved in the behavior
- Student’s IEP, BIP (Behavioral Intervention Plan) and 504 Accommodation Plan, if applicable

To support our staff in implementing the school’s positive behavior system, LFCSA will provide various professional development opportunities through the school year, including but not limited to training in and evaluation of our PBIS systems, as well as case studies of how to respond appropriately and strategically to a variety of student behaviors. In addition, student incidents will be tracked in our student information system. In the first year of this charter we anticipate purchasing a new student information system. Our current system is limited in that it tracks incident behaviors in a the more traditional manner, and we are seeking a system that will allow us to capture data that is more reflective of our restorative practices (e.g. embedding the ability to track all involved in a restoration, not just the person who did the harm). The Social Emotional Learning team, comprised of administrators, the school psychologist, and counselor, meet regularly to monitor student behavior data, particularly students who are in Tiers 2 and 3. Based on the data, this team makes recommendations for supports for individual students and potential schoolwide actions to address larger areas of need.

**Tiers of Supports**

Tier I Supports	<p>Teach and model school-wide positive behavior expectations and procedures</p> <ul style="list-style-type: none"> <li>• Positive reinforcement, recognition and rewards for all students</li> <li>• Consistent consequences for problem behaviors</li> <li>• Effective procedures and supervision in non-classroom areas</li> <li>• Effective instruction and classroom management</li> </ul>
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	<ul style="list-style-type: none"> <li>• Collaboration with families</li> <li>• Active supervision and monitoring</li> </ul>
Tier II Supports	<p>Highly specialized and individualized alternatives to suspension for students who have been documented as unresponsive to Tier I</p> <ul style="list-style-type: none"> <li>• Target social skills instruction</li> <li>• Behavior plans</li> <li>• Alternatives to suspension</li> <li>• Increased academic support</li> <li>• School-based mentors</li> <li>• Classroom management support</li> </ul>
Tier III Supports	<p>Highly specialized and individualized alternatives to suspension for students who have been documented as unresponsive to Tier I and Tier II</p> <ul style="list-style-type: none"> <li>• Alternatives to suspension (This does not apply to Non-Discretionary offenses)</li> <li>• Intensive academic support based on the student's level of need</li> <li>• Intensive social skills counseling</li> <li>• Individual behavioral student contract</li> <li>• Develop intensive COST/SSPT goals to address the continued misconduct</li> <li>• Multi-agency collaboration</li> <li>• Community and service learning</li> </ul>

As described above, staff will be supported in their implementation of the discipline plan through professional development that includes workshops on behavior modification, social skills instruction, classroom management, verbal de-escalation, and intervention strategies such as those listed in the table above.

### Alternatives to Suspension

LFCSA will utilize a variety of interventions, in lieu of suspension, to address Tier 2 and Tier 3 behaviors. The purpose of these interventions is to correct unwanted behavior by providing systems of support that help that students to build skills that they may be lacking, or to address factors in students' life that may be impacting their ability to interact positively with others. Examples of these alternatives to suspension include referral for intensive counseling, developing individual behavior contracts, convening Student Support and Progress Team (SSPT) meetings, or referral for a comprehensive psycho-educational evaluation to determine if special education supports are needed. To ensure consistency in school practices, professional development plan for the first year in the new charter term includes: Responsive Classroom Practices, Social Emotional Learning, Differentiation, Universal Design Learning, and Positive Behavior Intervention and Support, to name a few. These are also included in our LCFF priorities and professional development sections in Element 1.

### In School Suspension

During an in-school suspension, the student is sent to another classroom or room within the school for one or more class periods where he/she is supervised by a certificated staff member and required to complete their class work. Students who receive supports will continue to receive supports during their in school suspension.

Parents are notified via telephone and in writing of an in-school suspension and will be informed of the description of the offense committed and the length of the in-school suspension. For all students, a single in-school suspension will not be issued for more than five consecutive school days, and will not exceed a maximum of 20 days for students in general education, including those served by Section 504, or 10 days for students who receive special education services for one academic year. LFCSA shall not utilize in-school suspension for a student who was found to have caused, attempted to cause, threatened to cause, or participated in an act of hate violence; engaged in harassment, threats, or intimidation against a pupil or group of pupils or school district personnel; made terrorist threats against school officials or school property, or both.

#### Grounds for Out-of-School Suspension and Expulsion

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

#### **Discretionary Suspension Offenses**

Students may be suspended 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, 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, which includes, but is not limited to, electronic files and databases.
- g) Stole or attempted to steal school property or private property, which includes, but is not limited to, electronic files and databases.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of their 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, which includes, but is not limited to, electronic files and databases.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

- m) 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 pre-initiation 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, which includes, but is not limited to, electronic files and databases. 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 their own safety or for their immediate family’s safety, or for the protection of school property which includes, but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.
- 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 school personnel or volunteers and/or a student or group of students or a member of Charter School staff to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This 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.
  - a. “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are

directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
  - ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
  - iii. Causing a reasonable student to experience substantial interference with 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.
- b. "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, video, or image.
  - ii. A post on a social network Internet Web site including, but not limited to:
    1. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
    2. Creating a credible impersonation of another actual 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.
    3. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
  - iii. An act of cyber sexual bullying.
    1. For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

- 2. For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- iv. 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 (l)(a)-(b).
- 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 Executive Director/Principal’s or designee’s concurrence.

**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 Executive Director/Principal’s or designee’s concurrence.
- b) Brandishing a knife at another person.
- c) Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053, et seq.
- d) Committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900(n).

**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, 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, which includes, but is not limited to, electronic files and databases.
- g) Stole or attempted to steal school property or private property, which includes, but is not limited to, electronic files and databases.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of their 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, which includes, but is not limited to, electronic files and databases.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) 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 pre-initiation 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, which includes, but is not limited to, electronic files and databases. 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 their own safety or for their immediate family's safety, or for the protection of school property which includes, but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.
- 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 school personnel or volunteers and/or a student or group of students or a member of Charter School staff to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by. creating an intimidating or hostile educational environment. This 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.
    - a. “Bullying” means any severe or pervasive physical or verbal act or conduct, including. communications made in writing or by means of an electronic act, and including one or. more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
      - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.
      - ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
      - iii. Causing a reasonable student to experience substantial interference with their academic performance.
      - iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
    - b. “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, video, or image.
      - ii. A post on a social network Internet Web site including, but not limited to:
        - 1. Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
        - 2. Creating a credible impersonation of another actual 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.

3. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
- iii. An act of cyber sexual bullying.
    1. For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
    2. For purposes of this clause, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
  - iv. 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 (l)(a)-(b).
  - 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 Executive Director/Principal's or designee's concurrence.

### **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, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director/Principal or designee's concurrence.
- b) Brandishing a knife at another person.
- c) Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053, et seq.
- d) Committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900 (n).

The Charter School will use the following definitions:

- The term “knife” means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.
- The term “firearm” means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.
- The term “destructive device” means any explosive, incendiary, or poison gas, including but not limited to: (A) bomb; (B) grenade; (C) rocket having a propellant charge of more than four ounces; (D) missile having an explosive or incendiary charge of more than one-quarter ounce; (E) mine; or (F) device similar to any of the devices described in the preceding clauses.

### Out of School Suspension Procedures

The process for investigating incidents and collecting evidence will be fair and thorough.

#### Informal Conference

An administrator (e.g. Executive Director/Principal, Assistant Principal, Director of Student Support Services) has the authority to suspend. Suspension shall be preceded by an informal conference conducted by an administrator, with the student and the student’s parents or guardian. For students with disabilities, the conference should also include the Director of Student Support Services. The conference is a meaningful opportunity for the student and family to be heard. At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against the student and shall be given the opportunity to present their version and evidence in their defense, in accordance with Education Code Section 47605(c)(5)(J)(i).

The conference may be omitted if the administrator determines that an emergency situation exists. An “emergency situation” involves a clear and present danger to the lives, safety or health of students or school personnel. If the student is suspended without a conference, the parents/guardians will be notified of the suspension and a conference will be conducted with the Executive Director and/or Principal, as soon as practicable.

For suspensions of fewer than 10 days, the charter school must provide oral or written notice of the charges against the student. If the student denies the charges, the school must provide explanation of the evidence that supports the charges, and an opportunity for the student to present their side of the story.

#### Notice to Parents

Parents/guardians and students will have due process rights with regards to suspensions and expulsions. At the time of a student’s suspension, the administrator, shall make a

reasonable effort to contact the parents/guardians by telephone or in person, and translated, if needed. Initial contact will be followed by a written notice. This notice will state the specific offense(s) committed by the student. In addition, the notice will also state the date the student may return to the charter school. In addition, the notice may also state the time when the student may return to school.

#### Determining Length of Suspension

The length of the suspension will be determined by the administrator, based on the severity of the offense(s), as evidenced by witness statements, physical evidence, and other relevant factors. The length of suspension for students may not exceed a period of 5 consecutive days for any single offense, with the maximum of 20 days within one academic year, or maximum of 10 days within one academic year for students with an Individualized Education Program (IEP).

The suspended student will be provided with classroom material and current assignments to be completed at home during the length of the suspension. The classroom teacher of the suspended student will collect and provide the student with classroom material and current assignments to be completed at home during the length of the suspension. Written notification listing all required assignments will be sent to the student's parents via email and mail, and all needed materials will be left in the front office to be picked up by a parent or guardian. The suspended student will be permitted to make up homework, class assignments, and missed tests upon return to the classroom setting and within one week of the suspension.

#### Suspension Appeal

To appeal a school suspension or in-school suspension, the parent/guardian shall submit a letter to the Executive Director/Principal with information as to why the appeal is being submitted and any data for the appeal no later than five (5) school days after the last day of suspension. The appeal will be heard by an impartial Suspension Appeal Review Panel, comprised of an LFCSA administrator, not involved with the suspension decision, and the LFCSA Board Chairperson or designee. The Appeal Review Panel will conduct a review of information submitted by the school and parent(s) within ten (10) school days of receiving the appeal letter. The parent will be notified in writing of the Appeal Review Panel decision within five (5) days of the decision. The decision of the Appeal Review Panel will be final.

### Expulsion Procedures

#### Pre-Expulsion Conference

If the Executive Director/Principal recommends expulsion, the student and the student's parents will be invited to a pre-expulsion conference, which will be held in accordance with the following procedures:

- Inform the student and the parent of the reason(s) for the recommended expulsion.

- Provide the student and the parent with the opportunity to discuss the allegation(s).
- Ask the student to respond, verbally and in writing, to the allegations, and provide them with the opportunity to admit, deny, or present any explanations relevant to the alleged misconduct.
- Record all pertinent comments made during the conference.
- Explain the expulsion procedure and determine if the suspension for the student should be extended pending an expulsion hearing. The conference is a meaningful opportunity for the student and the family to be heard. The recommendation to extend suspension pending the expulsion hearing will be made by the Executive Director/Principal upon either of the following findings, for both discretionary and mandatory offenses:
  - The student's presence will likely be disruptive to the educational process.
  - The student poses a threat or danger to others.

Upon the recommendation for expulsion, the student's suspension will be extended pending the results of an expulsion hearing. Students will be recommended for expulsion if the Executive Director/Principal finds that one of the reasons for expulsion has occurred and (for discretionary offenses) at least one of the following findings may be substantiated:

- Other means of correction are not feasible or have repeatedly failed to bring about proper conduct
- Due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

#### Authority to Expel

A student may be expelled either by a neutral and impartial Expulsion Review Panel following a hearing before it, or by the neutral and impartial Expulsion Appeal Panel.

#### Expulsion Hearing

Students recommended for expulsion will be entitled to a hearing, to determine whether or not the student should be expelled. The hearing will be held within 30 days, from the date of the recommendation for expulsion, after the Principal determines that the pupil has committed an expellable offense. The hearing shall be held in closed session unless the student makes a written request for a public hearing three days prior to the hearing.

The hearing will be presided over by the Expulsion Review Panel, assigned by the Board of Directors, consisting of three or more neutral and impartial certificated persons, none of whom have been members of the board or the teacher of the pupil.

The Expulsion Review Panel conducts the hearing and makes the decision whether to expel. The hearing shall be held in closed session unless the pupil makes a written request for a public hearing three (3) days prior to the hearing.

The Executive Director/Principal will prepare a written notice of the hearing, which will be emailed and mailed to the student's parents, within 48 hours of the request for the hearing, and it will be forwarded to the student and the student's parents/guardians at least 10 calendar days before the date of the hearing. This notice will include:

- The date and place of the hearing
- A statement of the specific facts, charges and offense(s) upon which the proposed expulsion is based
- A copy of the disciplinary rules that relate to the alleged violation
- The opportunity for the student or the student's parents to appear in person at the hearing
- The opportunity for the student to be represented by counsel
- The reinstatement eligibility review date
- The type of educational placement during the period of expulsion
- Notice of appeal rights/procedures
- Notice of reasonable accommodations
- Availability of language support
- Special rules and procedures for incidents involving sexual assault and/or battery.
  - The right to inspect and obtain copies of documents to be used at the hearing
  - Present evidence and cross examination of witnesses

The expulsion hearing will be conducted in a manner consistent with the student's due process rights and will follow general rules of administrative procedure. The Executive Director/Principal will ensure that all necessary evidence is secured and made available for presentation at the hearing. A decision by the Expulsion Review Panel to expel must be supported by substantial evidence from the expulsion hearing that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing.

Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses:

- Protection and non-disclosure of the witnesses and the use of sworn declarations in the hearing
- The complaining witness will be provided applicable disciplinary rules and advised of their right to (a) receive five days' notice of their scheduled testimony, (b) have up to two adult support persons, (c) elect to have the hearing closed while testifying, have a room separate from the hearing room for the complaining witness' use and breaks during the hearing, provide testimony during school hours.
- If the support person is also a witness, support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded
- Nothing shall preclude the Expulsion Review Panel from exercising discretion to remove a person from the hearing whom is believed to be prompting, swaying, or

influencing the witness

- If the pupil being expelled requests a public hearing, the complaining witness shall have the right to have their testimony heard in a closed session or alternative methods videotaped, etc.)

The decision of the Expulsion Review Panel shall be in the form of written findings of fact. Reasonable accommodations will be provided, as well as language support, as needed by the student, student's family, and representative.

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. These records will be made available to parents / students through a written request made to the LFCSA main office.

The following are guidelines for presentation of evidence:

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A determination by the Expulsion Review Panel to expel must be supported by substantial evidence presented at the hearing that the student committed an expellable offense.

- A recommendation to expel must be supported by substantial evidence
- Hearsay evidence is admissible, no decision to expel shall be based solely on hearsay
- Sworn declarations may be admitted as testimony from a protected witness

After the Expulsion Review Panel conducts the hearing, the Panel makes the decision whether to expel the student based on the evidence provided, within 24 hours of the hearing. The decision shall be in the form of written findings of fact.

If the Expulsion Review Panel decides not to expel, the pupil shall immediately be returned to their educational program at the Charter School.

#### Written Notice to Expel

The Executive Director/Principal shall send written notice of the decision to expel to the student or parent/guardian. It will be mailed 10 school days from the conclusion of the expulsion hearing. This notice shall include the following:

- The specific offense(s) committed by the student
- The fact that a description of readmission procedures will be made available to the student and their parent/guardian
- Notice of the right to appeal the expulsion to the LFCSA Board of Directors
- Notice of the alternative educational placement to be provided to the student during the time of expulsion

- 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 expelling district
- Rehabilitation plan

The Executive Director/Principal shall send a copy of the written notice of the decision to expel to the education office for the student's district of residence and to the authorizer as required by any operative FSDRL. This notice shall include the following:

- The student's name
- The specific expellable offense committed by the student

### Expulsion Appeals

If the parent chooses to appeal the Expulsion Review Panel's decision to expel, the parent can submit their request for appeal to the LFCSA Board of Directors within ten (10) school days of receiving the written notice of the decision to expel. The Board shall designate the formation of an impartial Expulsion Appeal Panel, consisting of individuals not previously involved with actions related to the expulsion decision. The panel will consist of three individuals at least two certificated and one board member. The Expulsion Appeal Panel will hold an appeal hearing within twenty (20) school days following the filing of a formal request for appeal. During the appeal hearing, the student and the family will be afforded a meaningful opportunity to be heard. The school will provide reasonable accommodations and language support, as needed. The parent will be notified in writing, by mail and email, of the Expulsion Appeal Panel decision within five (5) days of the decision. The decision of the Expulsion Appeal Panel is final.

During the expulsion appeal process, the student will be considered suspended (out of school) until a hearing is convened to hear the appeal. The student will be provided with classroom material and current assignments to be completed at home during the length of the suspension. The classroom teacher of the suspended student will collect and provide the student with classroom material and current assignments to be completed at home during the length of the suspension.

### Rehabilitation Plan

The rehabilitation plan will be designed to support the student and may involve the student's parent/guardian. The specific terms of the rehabilitation plan will be determined by the Administrative Panel based on the specific offense and the evidence that comes out during the expulsion hearing. The plan may include activities such as counseling and/or community service, with a focus on rehabilitation of the student and safety of the student, other students, and the school. All rehabilitation plans consist of a term of expulsion to be determined but no longer than one year from date of the offense. They also include a stay out of trouble order and requirement of demonstrating a satisfactory record of academic progress.

## Readmission

The decision to readmit a pupil shall be in the sole discretion of the Board of Directors following a meeting with the Executive Director/Principal and the pupil and parent/guardian to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Board will make the decision regarding readmission during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The pupil's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission.

## Notice to Teachers

The School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

## Disciplinary Records

The School shall maintain records of all student suspensions and expulsions at the School. Such records shall be made available to the District and County upon request.

## ELEMENT 11 – EMPLOYEE RETIREMENT SYSTEM

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

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

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

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

### Certificated Staff Members

Eligible certificated employees of the Charter School will participate in the State Teachers’ Retirement System (STRS).

For full-time certificated employees who participate in STRS, employees contribute the required percentage, and LFCSA contributes the employer's portion required by STRS. All withholdings from employees and LFCSA are forwarded to the STRS Fund as required. Employees accumulate service credit years in the same manner as all other members of STRS. LFCSA uses a retirement reporting system compatible with LACOE. The Charter School works with the Los Angeles County Office of Education to forward in a timely fashion any required payroll deductions and related data. All withholdings are forwarded to STRS as required. The Executive Director will be responsible for ensuring that appropriate arrangements for coverage are made. LFCSA must continue such participation for the duration of the Charter School’s existence under the same CDS code.

### Classified/ Other Staff Members

Non-certificated and other employees of the Charter School will participate in the federal Social Security system in accordance with applicable law. LFCSA does not participate in PERS. The Executive Director/Principal will be responsible for ensuring that appropriate arrangements for coverage are made.

## ELEMENT 12 – PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

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

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

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

## ELEMENT 13 – RIGHTS OF DISTRICT EMPLOYEES

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

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

## ELEMENT 14 – MANDATORY DISPUTE RESOLUTION

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

### GENERAL PROVISIONS

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

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

### Proposition 39 Disputes

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

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

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

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

Los Angeles, California 90017

Executive Director/Principal  
Los Feliz Charter School for the Arts  
2709 Media Center Drive  
Los Angeles, California 90065

- 2) A written response (“Written Response”) shall be tendered to the other party within fifteen (15) business days from the date of receipt of the Written Notification or other date as determined by mutual agreement of the parties. The Written Response shall be tendered to the other party by personal delivery, by facsimile or e-mail, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such communication if delivered by 5:00 p.m., or otherwise on the business day following personal delivery; (b) if by facsimile or e-mail, upon electronic confirmation of receipt; or (c) if by certified mail, two (2) business days after deposit in the U.S. Mail.
- 3) If the Dispute has not been resolved by mutual agreement from the Written Response, the parties agree to schedule a conference to discuss the Dispute identified in the Written Notice (“Issue Conference”). The Issue Conference shall take place within fifteen (15) business days from the date on which the Written Response is received by the other party or other date as determined by mutual agreement of the parties.
- 4) If the Dispute has not been resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Within fifteen (15) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties, the parties shall mutually agree upon the selection of a mediator. If the parties are unable to mutually agree upon the selection of a mediator, the mediator shall be selected from a list of mediators prepared and provided by the American Arbitration Association. Mediation proceedings shall commence within thirty (30) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties, and conclude within forty (40) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.
- 5) If the mediation is not successful, either party may then initiate a civil action. Venue for any civil action between the parties shall be the Los Angeles County Superior Court.

### **Non-Proposition 39 Disputes**

Any Dispute not related to or arising out of Proposition 39 shall be resolved in accordance with the procedures set forth below:

- 1) Any Dispute shall be communicated in writing (“Written Notification”). The Written Notification must identify the nature of the Dispute and any supporting facts. The Written Notification shall be tendered to the other party by personal delivery, by facsimile, or by certified mail. The Written Notification shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00 p.m., or otherwise on the

business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail.

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

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

Executive Director/Principal  
Los Feliz Charter School for the Arts  
2709 Media Center Drive  
Los Angeles, California 90065

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

## **ELEMENT 15 – CHARTER SCHOOL CLOSURE PROCEDURES**

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

### **Revocation of the Charter**

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

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

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

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

### **Closure Action**

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

### **Closure Procedures**

The procedures for charter school closure set forth below are guided by Education Code sections 47604.32, 47605, and 47607 as well as California Code of Regulations, title 5, sections 11962 and

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

### **Designation of Responsible Person(s) and Funding of Closure**

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

### **Notification of Closure Action**

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

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

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

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

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

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

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

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

Notification of employees and vendors shall include:

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

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

### **Records Retention and Transfer**

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

1. Charter School shall provide the District with all original student cumulative files and behavior records, pursuant to District policy and applicable District handbook(s) regarding cumulative records for secondary and elementary schools, for all students, both active and inactive, of Charter School. Transfer of the complete and organized original student records to the District, in accordance with District procedures applicable at the time of closure, shall occur within seven (7) calendar days of the effective date of closure.
2. Charter School's process for transferring copies of student records to receiving schools shall be in accordance with applicable law and LAUSD procedures for students moving from one school to another.

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

### **Financial Close-Out**

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

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

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

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

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

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

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

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

### **Disposition of Liabilities and Assets**

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

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

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

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

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

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

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

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

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

#### Closure Agent

The Executive Director/Principal and School Operations Manager will serve as the Charter School's closure agents in the event that a charter school closes.

## **ADDITIONAL PROVISIONS**

### **FACILITIES**

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

### **District-Owned Facilities**

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

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

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

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

In the event of an emergency, all District facilities (i.e., schools) are available for use by the American Red Cross and public agencies as emergency locations, which may disrupt or prevent Charter School

from conducting its educational programs. If Charter School will share the use of District facilities with other District user groups, Charter School agrees that it will participate in and observe all District safety policies (e.g., emergency chain of information and participation in safety drills).

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

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

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

### **Non-District-Owned Facilities**

**Occupancy and Use of the Site:** Prior to occupancy or use of any school site or facility, Charter School shall provide the CSD with a current Certificate of Occupancy or equivalent document issued by the applicable permitting agency that allows Charter School to use and occupy the site as a charter school. Charter School shall not exceed the operating capacity of the site and shall operate within any limitations or requirements provided by the Certificate of Occupancy and any applicable permit. Charter School may not open or operate without providing a copy of an appropriate Certificate of Occupancy to the CSD. If Charter School intends to move or expand to another facility during the term of this Charter, Charter School shall adhere to any and all District policies and procedures regarding charter material revision and non-material amendment. Prior to occupancy or use of any such additional or changed school site, Charter School shall provide an appropriate Certificate of Occupancy to the CSD for such facility. Notwithstanding any language to the contrary in this Charter, the interpretation, application, and enforcement of this provision are not subject to the Dispute Resolution Process outlined in Element 14.

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

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

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

## **Insurance**

### **Insurance Requirements**

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

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

The following insurance policies are required:

1. Commercial General Liability, including Fire Legal Liability, coverage of \$5,000,000 per Occurrence and in the Aggregate. The policy shall be endorsed to name the Los Angeles Unified School District and its Board of Education as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy. Coverage shall be maintained with no Self-Insured Retention above \$15,000 without the prior written approval of the Division of Risk Management and Insurance Services for the LAUSD.

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

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

## **Evidence of Insurance**

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

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

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

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

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

## **Hold Harmless/Indemnification Provision**

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

## **Fiscal Matters**

### **District Oversight Costs**

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

### **Cash Reserves**

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

### **Third Party Contracts**

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

### **Special Education Revenue Adjustment/Payment for Services**

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

### **Student Body Funds**

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

### **Audit and Inspection of Records**

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

- Charter School is subject to District oversight.

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

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

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

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

### **Fiscal Policies and Procedures**

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

### **Apportionment Eligibility for Students Over 19 Years of Age**

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

### **Local Control and Accountability Plan**

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

## ADDENDUM

### ASSURANCES, AFFIRMATIONS, AND DECLARATIONS

Los Feliz Charter School for the Arts (also referred to herein as “[LFCSA]” and “Charter School”) shall:

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

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

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

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

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

## **ELEMENT 1 – THE EDUCATIONAL PROGRAM**

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

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

*“If the proposed charter school will serve high school pupils, a description of the manner in which the charter school will inform parents about the transferability of courses to other*

*public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the “A” to “G” admissions criteria may be considered to meet college entrance requirements.” (Ed. Code § 47605(c)(5)(A)(iii).)*

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

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

#### **ACADEMIC CALENDAR AND SCHEDULES**

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

#### **MATHEMATICS PLACEMENT**

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

#### **TRANSITIONAL KINDERGARTEN**

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

## **WASC ACCREDITATION**

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

## **ENGLISH LEARNERS**

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

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

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

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

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

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

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

## **STUDENTS WITH DISABILITIES**

### **Federal Law Compliance**

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

### **Special Education Program**

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

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

### **SELPA Reorganization**

The Los Angeles Unified School District is approved to operate as a single-District SELPA under the provisions of Education Code section 56195.1(a). As a single-District SELPA, the District has created two charter school sections (District-operated Programs and Charter-operated Programs) under the administration of one single Administrative Unit pursuant to a reorganization plan approved by the Board of Education on January 4, 2011 (149/10-11). Full implementation of the reorganized LAUSD SELPA commenced in the 2013-2014 school year requiring all District-authorized charter schools to elect one of the three options available under the LAUSD SELPA. Prior to an option election, all District-authorized charter schools were required to participate as a school of the District under the District-Operated Programs Unit. Prior to the beginning of the 2013-2014 school year, all District-authorized charter schools, other than those that had previously executed an Option 3 Memorandum of Understanding ("MOU"), were required to execute a new MOU setting forth the LAUSD SELPA option election for the

remainder of the charter petition term. The Charter-operated Program schools do not have LEA status for the purposes of special education but will function in a similar role in that each charter school will be responsible for all special education requirements, including but not limited to services, placement, due process, related services, special education classes, and special education supports. Charter schools that have elected to participate in a District-operated programs option may apply for membership in the Charter-operated Program section of the SELPA. Charter schools accepted for participation in the Charter-operated Programs section receive support from a Special Education Director for the Charter-operated Programs.

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

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

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

### **ELEMENT 2 – MEASURABLE PUPIL OUTCOMES AND ELEMENT 3 – METHOD BY WHICH PUPIL PROGRESS TOWARD OUTCOMES WILL BE MEASURED**

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

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

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

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

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

### **STANDARDIZED TESTING**

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

### **ELEMENT 4 – GOVERNANCE**

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

### **GENERAL PROVISIONS**

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

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

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

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

Charter School shall send to the CSD copies of all governing board meeting agendas at the same time that they are posted in accordance with the Brown Act. Charter School shall also send to the CSD copies of all board meeting minutes within one week of governing board approval of the

minutes. Timely posting of agendas and minutes on Charter School’s website will satisfy this requirement.

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

### **LEGAL AND POLICY COMPLIANCE**

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

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

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

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

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

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

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

### **TITLE IX, SECTION 504, AND UNIFORM COMPLAINT PROCEDURES**

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

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

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

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

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

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

### **RESPONDING TO INQUIRIES**

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

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

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

## **NOTIFICATION OF THE DISTRICT**

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

## **STUDENT RECORDS**

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

## **PARENT ENGAGEMENT**

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

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

## **FEDERAL PROGRAM COMPLIANCE**

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

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

## **ELEMENT 5 – EMPLOYEE QUALIFICATIONS**

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

### **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

## **ELEMENT 6 – HEALTH AND SAFETY PROCEDURES**

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

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

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

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

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

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

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

### **Comprehensive School Safety Plan**

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

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

- Procedures for conducting tactical responses to criminal incidents, including procedures related to individuals with guns on Charter School campus(es) and at school-related functions.

### **CHILD ABUSE AND NEGLECT MANDATED REPORTER TRAINING**

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

### **Medication in School**

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

### **ATHLETIC PROGRAMS**

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

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

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

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

### **CRIMINAL BACKGROUND CLEARANCES AND FINGERPRINTING**

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

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

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

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

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

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

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

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

### **SUICIDE PREVENTION POLICY**

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

Charter School shall provide the CSD with a copy of its pupil suicide prevention policy for review upon request.

### **HUMAN TRAFFICKING PREVENTION RESOURCES**

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

### **FEMININE HYGIENE PRODUCTS**

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

### **NUTRITIONALLY ADEQUATE FREE OR REDUCED-PRICE MEAL**

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

### **CALIFORNIA HEALTHY YOUTH ACT**

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

### **BULLYING PREVENTION**

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

### **LGBTQ RESOURCES TRAINING**

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

## **TRANSPORTATION SAFETY PLAN**

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

## **ELEMENT 7 – MEANS TO ACHIEVE RACIAL AND ETHNIC BALANCE**

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

## **COURT-ORDERED INTEGRATION**

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

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

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

## **ELEMENT 8 – ADMISSION POLICIES AND PROCEDURES**

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

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

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

### **HOMELESS AND FOSTER YOUTH**

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

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

### **NON-DISCRIMINATION**

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

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

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

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

#### **PREGNANT AND PARENTING STUDENT ACCOMMODATIONS**

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

#### **SEXUAL HARASSMENT POLICY NOTICE**

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

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

#### **ELEMENT 9 – ANNUAL FINANCIAL AUDITS**

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

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

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

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

## **ELEMENT 10 – SUSPENSION AND EXPULSION PROCEDURES**

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

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

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

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

*(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and*

*confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.*

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

### **GENERAL PROVISIONS**

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

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

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

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

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

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform him or her of the basis for which the pupil is being involuntarily removed and his or her right to request a hearing to challenge the involuntary removal. If a parent, guardian, or

educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated in this section.

### **HOMEWORK TO SUSPENDED STUDENTS**

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

### **STUDENTS WITH DISABILITIES**

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

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

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

## **NOTIFICATION OF THE DISTRICT**

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

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

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

## **OUTCOME DATA**

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

## **REHABILITATION PLANS**

Pupils who are expelled from Charter School shall be given a rehabilitation plan upon expulsion as developed by Charter School’s governing board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. Terms of expulsion should be reasonable and fair with the weight of the expelling offense taken into consideration when determining the length of expulsion. Therefore, the

rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the pupil may apply to Charter School for readmission. Charter School shall inform parents in writing of its processes for reinstatement and applying for expungement of the expulsion record.

### **READMISSION**

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

### **REINSTATEMENT**

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

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

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

## **ELEMENT 11 – EMPLOYEE RETIREMENT SYSTEMS**

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

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

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

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

#### **ELEMENT 12 – PUBLIC SCHOOL ATTENDANCE ALTERNATIVES**

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

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

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

#### **ELEMENT 13 – RIGHTS OF DISTRICT EMPLOYEES**

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

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

#### **ELEMENT 14 – MANDATORY DISPUTE RESOLUTION**

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

#### **GENERAL PROVISIONS**

Any claim, controversy or dispute between the District and Charter School arising out of, or relating to, this Charter, except for any claim, controversy or dispute related to the authorization,

non-renewal, revision, and/or revocation of this Charter, (“Dispute”) shall be resolved pursuant to the terms of this Element 14.

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

### **PROPOSITION 39 DISPUTES**

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

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

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

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

Director/Principal  
Los Feliz Charter School for the Arts  
2709 Media Center Drive  
Los Angeles, California 90065

- 2) A written response (“Written Response”) shall be tendered to the other party within fifteen (15) business days from the date of receipt of the Written Notification or other date as determined by mutual agreement of the parties. The Written Response shall be tendered to the other party by personal delivery, by facsimile or e-mail, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such communication if delivered by 5:00 p.m., or otherwise on the business day following personal delivery; (b) if by facsimile or e-mail, upon electronic confirmation of receipt; or (c) if by certified mail, two (2) business days after deposit in the U.S. Mail.
- 3) If the Dispute has not been resolved by mutual agreement from the Written Response, the parties agree to schedule a conference to discuss the Dispute identified in the Written Notice (“Issue Conference”). The Issue Conference shall take place within fifteen (15) business days from the date on which the Written Response is received by the other party or other date as determined by mutual agreement of the parties.
- 4) If the Dispute has not been resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Within fifteen (15) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties, the parties shall mutually agree upon the selection of a mediator. If the parties are unable to mutually agree upon the selection of a mediator, the mediator shall be selected from a list of mediators prepared and provided by the American Arbitration Association. Mediation proceedings shall commence within thirty (30) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties, and conclude within forty (40) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.
- 5) If the mediation is not successful, either party may then initiate a civil action. Venue for any civil action between the parties shall be the Los Angeles County Superior Court.

### **NON-PROPOSITION 39 DISPUTES**

Any Dispute not related to or arising out of Proposition 39 shall be resolved in accordance with the procedures set forth below:

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

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

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

Director/Principal  
Los Feliz Charter School for the Arts  
2709 Media Center Drive  
Los Angeles, California 90065

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

rules of the American Arbitration Association. The arbitrator must be an active member of the State Bar of California or a retired judge of the state or federal judiciary of California.

## **ELEMENT 15 – CHARTER SCHOOL CLOSURE PROCEDURES**

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

### **REVOCATION OF THE CHARTER**

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

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

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

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

### **CLOSURE ACTION**

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

rights have lapsed, or the charter school voluntarily closes at any stage of the administrative appeal process; the governing board of Charter School votes to close Charter School; or the Charter lapses.

### **CLOSURE PROCEDURES**

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

### **Designation of Responsible Person(s) and Funding of Closure**

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

### **Notification of Closure Action**

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

1. The LAUSD Charter Schools Division (CSD). Charter School shall provide the CSD with written notice of (1) the person(s) designated to be responsible for conducting and overseeing all closure activities, and (2) the source, location, and management of the funding for such activities. If the Closure Action is an act of Charter School, Charter School shall provide the CSD with a copy of the governing board resolution or minutes that documents its Closure Action.
2. Parents/guardians of all students, and all majority age and emancipated minor students, currently enrolled in Charter School within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written parent notification to the CSD.
3. Los Angeles County Office of Education (LACOE). Charter School shall send written notification of the Closure Action to LACOE by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to the CSD.
4. The Special Education Local Plan Area (SELPA) in which Charter School participates. Charter School shall send written notification of the Closure Action to the SELPA in which Charter School participates by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to the CSD.

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

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

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

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

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

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

1. Information on how to enroll or transfer the student to an appropriate school

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

Notification of employees and vendors shall include:

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

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

### **Records Retention and Transfer**

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

1. Charter School shall provide the District with all original student cumulative files and behavior records, pursuant to District policy and applicable District handbook(s) regarding cumulative records for secondary and elementary schools, for all students, both active and inactive, of Charter School. Transfer of the complete and organized original student records to the District, in accordance with District procedures applicable at the time of closure, shall occur within seven (7) calendar days of the effective date of closure.
2. Charter School's process for transferring copies of student records to receiving schools shall be in accordance with applicable law and LAUSD procedures for students moving from one school to another.
3. Charter School shall prepare and provide an electronic master list of all students to the Charter Schools Division in accordance with the District procedures applicable at the time of closure. This list shall include the student's identification number, Statewide Student Identifier (SSID), birthdate, grade, full name, address, home school/school district, enrollment date, exit code, exit date, parent/guardian name(s), and phone number(s). If the Charter School closure occurs before the end of the school year, the list

also shall indicate the name of the school to which each student is transferring, if known. This electronic master list shall be delivered to the CSD in the form of a CD or otherwise in accordance with District procedures.

4. Charter School must organize the original cumulative files for delivery to the District in two categories: active students and inactive students. Charter School will coordinate with the CSD for the delivery and/or pickup of student records.
5. Charter School must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.
6. Charter School must provide to the CSD a copy of student attendance records, teacher gradebooks, and Title I records (if applicable).
7. Charter School must provide to the CSD the name, title, and contact information of the person designated to maintain all Charter School personnel records after the closure. Personnel records to be transferred to and maintained by the designee must include any and all employee records, including but not limited to, records related to performance and grievance. Charter School must provide to the CSD and the designee a list of all active and inactive employees and their periods of service. Both Charter School and the designee, individually and separately, shall inform the CSD immediately upon the transfer of Charter School's employee records to the designee.
8. Charter School shall ensure that all records are boxed and clearly labeled by classification of documents and the required duration of storage in accordance with District procedures.
9. Charter School shall provide to the responsible person(s) designated by the governing board of Charter School to conduct all closure-related activities a list of students in each grade level and, for each student, a list of classes completed and the student's district of residence.

### Financial Close-Out

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

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

1. An accounting of all financial assets. These may include cash and accounts receivable and an inventory of property, equipment, and other items of material value.

2. An accounting of all liabilities. These may include accounts payable or reduction in apportionments due to loans, unpaid staff compensation, audit findings, or other investigations.
3. An assessment of the disposition of any restricted funds received by or due to Charter School.

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

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

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

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

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

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

#### *Disposition of Liabilities and Assets*

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

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

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

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

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

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

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

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

This Element 15 shall survive the revocation, expiration, termination, cancellation of this Charter, or any other act or event that would end Charter School's authorization to operate as a charter school or cause Charter School to cease operation. Charter School agrees that, due to the

nature of the property and activities that are the subject of this Charter, the District and public shall suffer irreparable harm should Charter School breach any obligation under this Element 15. The District therefore reserves the right to seek equitable relief to enforce any right arising under this Element 15 or any provision of this Element 15 or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District. Such legal relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

## **ADDITIONAL PROVISIONS**

### **FACILITIES**

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

### **District-Owned Facilities**

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

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

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

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

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

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

- Use: Charter School will be restricted to using the District facilities for the operation of a public school providing educational instruction to public school students consistent with the terms of the Charter and incidental related uses. Separate and apart from its right as authorizer to observe and inspect any part of the charter school at any time pursuant to Education Code 47607(a)(1), the District shall have and reserves the right to inspect District facilities upon reasonable notice to Charter School.
- Furnishings and Equipment: The District shall retain ownership of any furnishings and equipment, including technology, ("F&E") that it provides to Charter School for use. Charter School, at its sole cost and expense, shall provide maintenance and other services for the good and safe operation of the F&E.
- Leasing; Licensing: Use of the District facilities by any person or entity other than Charter School shall be administered by the District. The parties may agree to an alternative arrangement in the use agreement.
- Programs, Services, and Activities Outside Instructional Program; Third Party Vendors:
  - (i) Any program, service, or activity provided outside the instructional program shall be subject to the terms and provisions of the use agreement, and, additionally, may require a license, permit, or additional agreement issued by the District. The term "instructional program" is defined, per Education Code section 47612 and 5 CCR section 11960, as those required educational activities that generate funding based on "average daily attendance" and includes those extracurricular programs, services, and/or activities that students are required to participate in and do not require the payment of any consideration or fee.

- (ii) Any program, service, or activity requiring the payment of any consideration or fee or provided by a third party vendor (defined as any person or entity other than Charter School), whether paid or volunteer and regardless of whether such may be within the instructional program, shall be subject to the terms and provisions of the use agreement and such third party vendor shall be required to obtain a license, permit, or additional agreement from the District.
- Minimum Payments or Charges to be Paid to District Arising from the Facilities:
  - (i) Pro Rata Share: The District shall collect, and Charter School shall pay a Pro Rata Share for facilities costs as provided in the Charter Schools Act of 1992 and its regulations. The parties may agree to an alternative arrangement regarding facilities costs in the use agreement; and
  - (ii) Taxes; Assessments: Generally, Charter School shall pay any assessment or fee imposed upon or levied on the LAUSD facilities that it is occupying or Charter School's legal or equitable interest created by the use agreement.
- Maintenance & Operations Services: In the event the District agrees to allow Charter School to perform any of the operation and maintenance services, the District shall have the right to inspect the District facilities, and the costs incurred in such inspection shall be paid by Charter School.
  - (i) Co-Location: If Charter School is co-locating or sharing the District facilities with another user, the District shall provide the operations and maintenance services for the District facilities and Charter School shall pay the Pro Rata Share. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such in the use agreement.
  - (ii) Sole Occupant: If Charter School is a sole occupant of District facilities, the District shall allow Charter School, at its sole cost and expense, to provide some operations and maintenance services for the District facilities in accordance with applicable laws and LAUSD's policies on operations and maintenance services for facilities and F&E. NOTWITHSTANDING THE FOREGOING, the District shall provide all services for regulatory inspections which as the owner of the real property it is required to submit, and deferred maintenance, and Charter School shall pay LAUSD for the cost and expense of providing those services. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such services in the use agreement.
- Real Property Insurance: Prior to occupancy, Charter School shall satisfy requirements to participate in LAUSD's property insurance or, if Charter School is the sole occupant of LAUSD facilities, obtain and maintain separate property insurance for the LAUSD facilities. Charter School shall **not** have the option of obtaining and maintaining separate property

insurance for the LAUSD facility IF Charter School is co-locating or sharing the LAUSD facility with another user.

### **Non-District-Owned Facilities**

**Occupancy and Use of the Site:** Prior to occupancy or use of any school site or facility, Charter School shall provide the CSD with a current Certificate of Occupancy or equivalent document issued by the applicable permitting agency that allows Charter School to use and occupy the site as a charter school. Charter School shall not exceed the operating capacity of the site and shall operate within any limitations or requirements provided by the Certificate of Occupancy and any applicable permit. Charter School may not open or operate without providing a copy of an appropriate Certificate of Occupancy to the CSD. If Charter School intends to move or expand to another facility during the term of this Charter, Charter School shall adhere to any and all District policies and procedures regarding charter material revision and non-material amendment. Prior to occupancy or use of any such additional or changed school site, Charter School shall provide an appropriate Certificate of Occupancy to the CSD for such facility. Notwithstanding any language to the contrary in this Charter, the interpretation, application, and enforcement of this provision are not subject to the Dispute Resolution Process outlined in Element 14.

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

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

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

## INSURANCE

### Insurance Requirements

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

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

The following insurance policies are required:

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

6. Professional Educators Errors and Omissions liability coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate.
7. Sexual Molestation and Abuse coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy. Whether this coverage is separately issued or included by endorsement to another policy, such coverage shall be endorsed to name the Los Angeles Unified School District and Its Board of Education as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy.
8. Employment Practices Legal Liability coverage with limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate.
9. Excess/Umbrella Liability insurance with limits of not less than \$10,000,000 is required of all high schools and any other school that participates in competitive interscholastic or intramural sports programs.

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

### **Evidence of Insurance**

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

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

With respect to the coverages for which additional insured status is required as set forth above, the certificate(s) of insurance shall reflect Los Angeles Unified School District's and Its Board of

Education's status as named additional insureds thereunder, and shall attach a copy of the endorsement(s) extending such coverage.

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

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

### **Hold Harmless/Indemnification Provision**

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

### **FISCAL MATTERS**

#### **District Oversight Costs**

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

#### **Cash Reserves**

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

### **Third Party Contracts**

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

### **Special Education Revenue Adjustment/Payment for Services**

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

### **Student Body Funds**

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

### **Audit and Inspection of Records**

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

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

Accordingly, the District hereby reserves the right, pursuant to its oversight responsibility, to audit Charter School books, records, data, processes and procedures through the District Office

of the Inspector General or other means. The audit may include, but is not limited to, the following areas:

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

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

### **Fiscal Policies and Procedures**

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

### **Apportionment Eligibility for Students Over 19 Years of Age**

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

### **Local Control and Accountability Plan**

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