

RENEWAL PETITION MARCH 12, 2018

PACOIMA CHARTER ELEMENTARY SCHOOL

www.pacoimacharter.org

24Table of Contents

Assurances, Affirmations and Declarations 2				
Element 1	The Educational Program	4		
Element 2	Measurable Pupil Outcomes	61		
Element 3	Method by which Pupil Progress Toward Outcomes will be Measured			
Element 4	Governance	66		
Element 5	Employee Qualifications	78		
Element 6	Health and Safety Procedures	84		
Element 7	Means to Achieve Racial and Ethnic Balance	88		
Element 8	Admission Requirements	89		
Element 9	Annual Financial Audits	92		
Element 10	Suspension and Expulsion Procedures	94		
Element 11	Employee Retirement Systems	115		
Element 12	Public School Attendance Alternatives	117		
Element 13	Rights of District Employees	118		
Element 14	Mandatory Dispute Resolution	119		
Element 15	Charter School Closure Procedures	123		

Additional Provisions	130
Addendum	138

Assurances, Affirmations, and Declarations

Pacoima Charter School (also referred to herein as PCS and charter school shall:

- Be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code (hereinafter "Ed. Code") § 47605(d)(1).)
- Not charge tuition. (Ed. Code § 47605(d)(1).)
- Not discriminate against any pupil on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code. (Ed. Code § 47605(d)(1); Ed. Code § 220.)
- Except as provided in Education Code section 47605(d)(2), admission to a charter school shall not be determined according to the place of residence of the pupil, or of his or her parent or legal guardian, within this state, except that an existing public school converting partially or entirely to a charter school under this part shall adopt and maintain a policy giving admission preference to pupils who reside within the former attendance area of that school. (Ed. Code § 47605(d)(1).)
- Admit all pupils who wish to attend Charter School. (Ed. Code § 47605(d)(2)(A).)
- Except for existing pupils of Charter School, determine attendance by a public random drawing if the number of pupils who wish to attend Charter School exceeds Charter School's capacity. Preference shall be extended to pupils currently attending Charter School and pupils who reside in the Los Angeles Unified School District (also referred to herein as "LAUSD" and "District"). (Ed. Code § 47605(d)(2)(B).)
- If a pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card, and health information. (Ed. Code § 47605(d)(3).)
- Meet all statewide standards and conduct the pupil assessments required pursuant to Education Code sections 60605 and 60851 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non-charter public schools. (Ed. Code § 47605(c)(1).)
- Consult, on a regular basis, with Charter School's parents, legal guardians, and teachers regarding the school's educational programs. (Ed. Code § 47605(c)(2).)

Charter School hereby declares that Charter School, operated as or by its nonprofit public benefit corporation, is and shall be the exclusive public school employer of Charter School's employees for the purposes of the Educational Employment Relations Act (EERA), Chapter 10.7 (commencing with Section 3540) of Division 4 of Title I of the Government Code. Charter School shall comply with all

provisions of the EERA and shall act independently from LAUSD for collective bargaining purposes. In accordance with the EERA, employees may join and be represented by an organization of their choice for collective bargaining purposes.

In accordance with the EERA employees may join and be represented by an organization of their choice for collective bargaining purposes.

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

Element 1 – The Educational Program

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

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

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

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

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

ACADEMIC CALENDAR AND SCHEDULES

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

MATHEMATICS PLACEMENT

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

TRANSITIONAL KINDERGARTEN

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

WASC ACCREDITATION

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

ENGLISH LEARNERS

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

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

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

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

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

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

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

STUDENTS WITH DISABILITIES

Federal Law Compliance

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

Special Education Program

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

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

SELPA Reorganization

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

Modified Consent Decree Requirements

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

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

• End of Year Suspension

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

• Statewide Assessment Data

The standard file including District ID.

• Norm day

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

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

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

• Dropout

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

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

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

GENERAL INFORMATION			
The contact person for Charter School is:	Sylvia Fajardo		
The contact address for Charter School is:	11016 Norris Ave Pacoima, CA 11187 DeFoe Ave Pacoima, CA		
The contact phone number for Charter School is:	818 899-0201		
• The proposed address or ZIP Code of the target community to be served by Charter School is:	91331		
This location is in LAUSD Board District:	Board District 6		
This location is in LAUSD Local District:	North East Local District		
• The grade configuration of Charter School is:	ТК-5		
The number of students in the first year will be: 1248			
• The grade level(s) of the students in the first year will be: TK-5			
• Charter School's scheduled first day of instruction in 2018-2019 is:	August 21, 2018		
The enrollment capacity is:	1308		
The type of instructional calendar will be:	Traditional		
The bell schedule for Charter School will be:	Kinder 1-5 grade 8:20am-2:30pm 8:00am-2:40pm Tue: 8:20-1:30pm Tue: 8:30-2:10pm		
• The term of this Charter shall be from:	July 1, 2018 to June 30, 2023		

Community Need for Charter School

Pacoima Charter School has proven to be an asset in this community. In these last 15 years, we have changed our reputation from the worst school in this area, to one where both students and parents are happy with a successful curriculum, and strong socio-emotional programs. Element 2 will highlight our academic successes in detail.

Pacoima Charter School has and will continue to meet the needs of the community it serves by meeting the expectations on the LAUSD oversight reports in the following areas:

- 1. Governance: Pacoima Charter School has demonstrated fulfillment of the Governing Board's fiduciary responsibility to effectively direct and provide oversight.
- 2. Student Achievement and Educational Performance: Pacoima Charter School has demonstrated academic growth in the SBAC scores from 2015-2017 for all students
- 3. Organizational Management, Programs and Operations: Pacoima Charter School has demonstrated effective leadership and implementation of the governing board's policies and procedures as well as the educational program and systems and procedures for the day- to-day operations of the school.

Pacoima Charter School's Goals

According to The Charter School Act of 1992, there are six goals that charter school must accomplish. Each of these goals is presented in terms of what Pacoima Charter School has accomplished during the second renewal cycle (2013-2018). We will continue to reflect and improve our innovative instructional practices to that our students can continue to be successful in all aspects of their lives.

1. Improved Pupil Learning

As stated in our initial Charter petition, our focus has been, and continues to be, an emphasis on the implementation and teaching of California Content Standards and frameworks, and the alignment of our resources to increase academic achievement and foster continuous improvement. This is demonstrated by the following:

- Growth of <u>14.31% in Meeting and Exceeding Standards</u> since the first SBAC in 2015
- Strong science program that has evolved into many science-based team activities: competitive Lego robotics, Minecraft tech teams, a Girl's Science Club, and an Engineering Curriculum.
- Involvement in various pilot and research studies further delineates the proactive nature to enhance and increase student achievement and innovative practice (Johns Hopkins University, Cal State Northridge, First 5 LA, etc.)
- Partnership with community organizations and agencies through our Pacoima Community Initiative, which meets at Pacoima Charter School quarterly. This partnership has been, and continues to be, an additional layer to empower our parents and community.
- Implementation of a Multi-Tiered Support System, Grades K-5, to make sure that all students are effectively learning, and if not, as observed by various data points, then appropriate assistance will be provided to get those student back on track.

2. Increased learning opportunities for all pupils, with special emphasis on expanded learning experience for pupils who are identified as <u>academically low-achieving</u>.

- Extended Learning Program (ELP) is offered for all students to boost their skills in ELD, Reading, Writing, and Mathematics.
- Reduced class sizes in all grades
- Extended Learning time (30 minutes) for all students in Grades 1-5, all year.
- Extended Learning time (an additional 30 minutes) for targeted English Learners 4th and 5th grade.
- 1:1 ratio of computer access in Grades 3-5. 2:1 ratio access to computers in Grades 1-2.
- Positive Solutions Facilitator assists teachers and parents in addressing student behavior issues that may cause problems in the classroom and interrupt student progress.

- I-Ready and Imagine Learning, which are a research-based digital courseware that addresses the full range of learner's needs through its standards-based, targeted curriculum, has been implemented and is accessible throughout the school.
- Artistic Courses are offered in Art Appreciation, Percussion, Violin, Guitar, Dance and Culinary Cooking.
- Leadership courses are offered through participation in Student Council and through participation in Speech and Debate.

3. Encourage the use of different and innovative teaching methods.

- Distributive Leadership was developed to build capacity amongst the staff and create small learning communities to enhance instruction and increase student achievement. The Grade level Coordinators facilitate articulation, monitor enrollment, oversee the implementation of the schoolwide curriculum, and provide support to the classroom teachers.
- Pacoima Charter has designed a Science, Technology, Engineering, Art, and Mathematics (STEAM) team to teach innovative and unique lessons to all students.
- Schoolwide Calisthenics are conducted every morning for ten minutes and again during weekly psychomotor time with the aim of promoting good health, reducing obesity, and complying with the 100-Minute Physical Education requirement. Students and teacher engage in the series of exercises based on input from physical and occupational therapists for maximum body and brain development.

4. Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site

- The school promotes professional growth by funding registration for teacher to attend and participate in local, or state workshops, and seminars.
- Teachers participate as members of the policy councils.
- Collaboration meetings take place after school where teachers exchange and design CA common core based lessons to further the understanding of concepts and differentiate instruction to meet student needs.
- National Board Certified teachers work with newly hired teachers and other teachers working on BTSA, and provide peer assistance to new teachers.
- Teachers are offered the opportunity to observe master teachers with real time input from a Grade Level Coordinator.

5. Provide parents and students with expanded choices in the types of educational opportunities that are available within the school system

• Parents are encouraged to do minimum of 30-hours of parental involvement directed specifically to increase the Parent-Child relationship. A list has been developed that enumerates a variety of ways that parents can be involved in

educationally focused activities with their child. There is no school penalty for not completing the hours.

- Parent education opportunities are available through the Parent Academy, Parent Center, Pre-school Program and other community agencies.
- Family Learning Nights are held throughout the year to train parents in the reading, math, and science curriculum. Staff presents topics and facilitates activities on how parents can work with their child at home for Reading and Math.
- The Parent Leadership Advisory Committee (PLAC) was designed to increase the level of knowledge and awareness of school policies and provide a forum for parent input.
- The Pacoima Community Initiative meets quarterly and is composed of various community, health, and law enforcement agencies meeting to develop strategies to improve community relations.
- General Informational Meetings for Parents are conducted throughout the school year and pertain to testing, program improvement, and change in school schedules.
- School Site Council and English Advisory Committee provide opportunities for parents to be actively involved in the decision making at the school.
- The Network Council develops and plans events during the year to increase parent involvement.
- The Unusual Suspects is a non-profit theater group that partners with schools to give families who live in economically depressed areas a chance to write and perform their own play, while working with professional actors, about any important issue in the community that needs to be voiced. This group meets approximately for 10 weeks, and then performs their play to the neighborhood. Afterwards, there is discussion with the audience about what the problems are from the community, and how they can plan for meaningful solutions. This opportunity is open to 4th and 5th grade students who learn from professional and perform with their families.

6. New professional opportunities for teachers, including the chance to be responsible for the learning program at the school site.

- Under the provisions of the Charter School Act, we have made progress in the years as a charter school as illustrated in the charts and tables below. The data demonstrates how Pacoima Charter School has shown growth in different comparisons. Pacoima Charter School is the only school in the area that is not in PI status.
- All schoolwide committees Curriculum, Network and Fiscal grant teachers, staff, and the community the ability to choose, communicate and fund the learning program at Pacoima Charter.
- The Local Control Accountability Plan (LCAP) provides teachers the opportunity to plan and describe the school's vision, and design annual goals and specific actions on the eight areas identified as state priorities.

SBAC Progress Since Last Renewal

	2013	2014	2015	2016	2017
ELA	N/A	N/A	23%	33%	37.31%
Math	N/A	N/A	20%	30%	32.32%
Science(CST)	75	68	69%	N/A	N/A

Source: CDE's DataQuest

Academic Achievement of Surrounding Schools (2016-2017)

School	ELA SBAC
Vaughn Charter	44.62
Pacoima Charter	37.31
Fenton Charter	30.83
Sharp Ave	30.16
Telfair Ave	26.03
Beachy Ave	25.67
Montague Charter	25.62
Haddon Academy	23.82
Broadous Elem	22.44
Sara Coughlin Elem	19.94
LAUSD Average	38.8
State Average	48.61

School

Math SBAC

Pacoima Charter	32.22
Vaughn Charter	27.56
Sharp Ave	23.59
Montague Charter	23.53
Fenton Charter	21.81
Broadous Elem	21.0
Haddon Academy	20.58
Telfair Ave	18.70
Beachy Ave	15.83
Sara Coughlin Elem	14.54
LAUSD Average	29.62
State Average	37.58

Source: CDE's DataQuest

Demographics of Surrounding Schools (2016-2017)

School	# students	% Free/reduced Lunch	% of Special Ed. Students	% of EL's	% Hispanic	% African- American
Pacoima Charter	1303	85	11	49	96	1.9
Vaughn Charter	2906	98	6	28	99	0.6
Fenton Charter	773	89	15	29	94	4.5
Sharp Ave	718	89	11	45	95	0.1
Telfair Ave	771	91	12	48	98	0.1
Beachy Ave	589	85	12	37	95	0.7
Montague Charter	898	48	7	48	96	0.8
Haddon Academy	829	91	13	44	95	0.1
Broadous Elem	581	90	12	57	96	1.2
Sara Coughlin El	629	90	10	49	93	3.3
LAUSD Average	633,64	13	13	27	74	8.3
State Average	6,228,235	60	11	22	54	5.6

Source: CDE's DataQuest

Special Education Student Population (2016-2017)

School of Residence:	<i># of students:</i>
Sarah Coughlin	10
Telfair Ave	9
Broadous Elem	6
Haddon Ave	6
Vaughn Charter	5
Fenton Charter	4
Gridley St	3
Langdon Ave	3
Parthenia St	3
Other LAUSD schools	23
Total out of area	72 (45%)
Pacoima Charter School	89 (55%)

Source: LAUSD Welligent Special Education Student Listing (IEP 100) 161 students with SPED eligibility according to LAUSD's Charter Schools SESAC Report

Student Population to be Served

Pacoima Charter School is a traditional calendar school currently serving 1293 students in grades K-5. The following statistics continue to identify us as an at-risk student population. The majority of our students live in the area of Pacoima and many live across the street at the public housing facility. Our students come from homes where little or no English is spoken and live in converted garages or multi-family homes. Many of our families have low educational levels. Our students are very interested in science. Pacoima Charter School has outperformed the District and the State in the California State Test. We have award-winning Engineering, Robotics, Speech and Debate, Minecraft and Science teams. Pacoima Charter School receives Title 1 Program funding

Ethnicity	Students
African-American	1.9 %
Hispanic/Latino	96 %
Other	2.1 %
Socioeconomically- disadvantaged	85 %
English Learners	49 %
Students with Disabilities	11 %

Source: CDE's DataQuest

Projected Enrollment

Grade	Current Year	18-19	19-20	20-21	21-22	22-23
Trans. K	48	48	48	48	48	48
K	174	190	190	190	190	190
1	166	180	190	200	200	200
2	213	170	190	200	210	210
3	204	220	180	200	210	220
4	226	210	230	190	210	220
5	261	230	220	240	200	220
Total	1293	1248	1248	1268	1268	1308

Goals and Philosophy

The Pacoima Charter School community is submitting their third renewal request and reaffirms the commitment of all stakeholders to continue the mission and vision in the original petition of July 2003. During these last 15 years of conversion, charter status has given us the ability to design innovative practices and implement strong research based curriculum that otherwise would not have been possible. The impact of this freedom is evident by the improved student progress, increased parent involvement, access to successful interventions and the ability to direct resources to the needs of our student population

Our Mission

The Mission of Pacoima Charter School is to create an environment that fosters a high quality educational experience for all children. We strive to prepare students for college and career by holding high academic expectations, nurturing positive social-emotional growth, developing strong literacy and STEAM (Science, Technology, Engineering, Arts, Mathematics) skills.

Our Vision

The Pacoima Charter School learning community is committed to developing students who are academic achievers, effective communicators, responsible citizens, proficient with technology and ready for the challenges of the 21st century. Upon completing their Pacoima Charter School's journey, our students will be prepared to meet the challenges of middle school, high school, college and beyond.

An Educated Person in the 21st Century

Pacoima Charter School recognizes that to be an educated person of the 21st century, our students need to possess the knowledge, skills and habits of mind necessary to work and live in the 21st century global environment. We developed *Pacoima Charter School's Student Learning Outcomes (SLO's)* to give our students a strong foundation that will allow them to be successful in the higher grades, college and their future careers.

Student Learning Outcomes (SLOs)

Pacoima Charter School will prepare its students to be:

Academic Achievers who:

• Meet and exceed the California Standards in S.T.R.E.A.M. (Science, Technology, Reading, Engineering, Arts, and Mathematics)

Effective Communicators who:

- Master English Language Skills to fully access all educational, social, cultural and employment opportunities of mainstream society
- Read and comprehend information
- Listen and comprehend information
- Speak with confidence with in a group or to an audience

• Write reports, letters, essays, and creative writing assignments

Responsible Citizens who:

- Demonstrate pro-social behavior with a strong responsibility towards their peers, home, and community
- Make informed decisions
- Understand how actions or lack of actions affect oneself and others
- Exhibit good manners
- Demonstrate skills in resolving conflict through positive, non-violent alternatives

Technology Proficient Students who:

- Demonstrate competence in the use of computers
- Demonstrate competence with other appropriate technological equipment and devices
- Utilize and discern information from internet
- Present visual displays and reports

College and Career Prepared Students who:

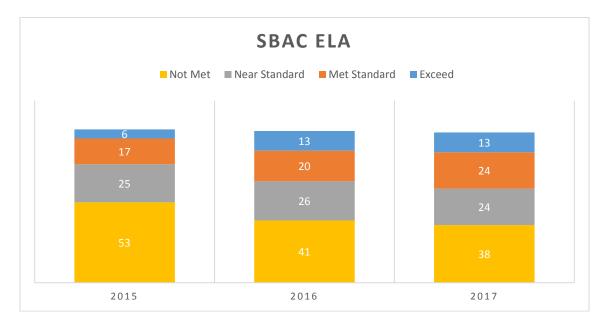
- Achieve competencies that will enable them to pursue college and career goals to which they aspire
- Are exposed to different career choices and colleges

Smarter Balance Assessment Consortium (SBAC) Results

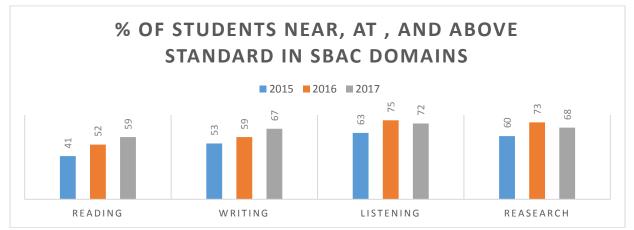
The following charts show the results of the Smarter Balance Assessment Consortium (SBAC). It exemplifies the successes Pacoima Charter School continue to create since becoming a charter school. Since taking the new SBAC assessment, we have demonstrated growth in both ELA and Math. Even though Pacoima Charter is amongst the highest-performing K-5 elementary school in both areas, we must improve the percentage of students meeting or exceeding the standards. We are constantly self-reflecting on how we can improve, and we look forward to continuing to collaborate with LAUSD to share best practices and to support each other so that all of our schools can increase student achievement together.

SBAC ELA Results

Source: CDE's DataQuest



Pacoima Charter School has made progress in ELA. We have increased in the number of students meeting and exceeding standard. We have also decreased the number of students not meeting standard expectation. We have grown 14.31 percentage points during the last three years of SBAC testing. In the ELA domains we have shown improvement as seen in the chart below.



Our students demonstrate consistent strength in listening and research inquiry. Although reading comprehension and writing remain an area of concern our students have shown steady growth in these domains across the years.

In the next renewal cycle, we will intensify our classroom instruction in all ELA domains. We will continue to contract with the Success for All Foundation (SFAF) to provide the professional development and coaching in the area of ELA. SFA will continue to provide ongoing support

tailored to teachers' needs, with grade- level coordinator training and guidance in establishing component-specific teams that provide peer-to-peer support.

We will continue to use the SFA's coaching model which uses a problem-solving approach based on student data, which helps teachers set attainable goals focused on their pupils' greatest needs. It also promotes meaningful learning opportunities for teachers during the school year and helps them devise new teaching strategies.

Academic Achievement of Surrounding Schools in ELA (2017)

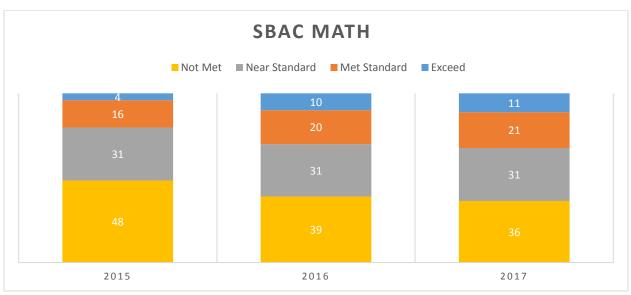
Source: CDE's DataQuest

School	ELA SBAC
Vaughn Charter	44.62
Pacoima Charter	37.31
Fenton Charter	30.83
Sharp Ave	30.16
Telfair Ave	26.03
Beachy Ave	25.67
Montague Charter	25.62
Haddon Academy	23.82
Broadous Elem	22.44
Sara Coughlin Elem	19.94
LAUSD Average	38.8
State Average	48.61

SBAC Math Results

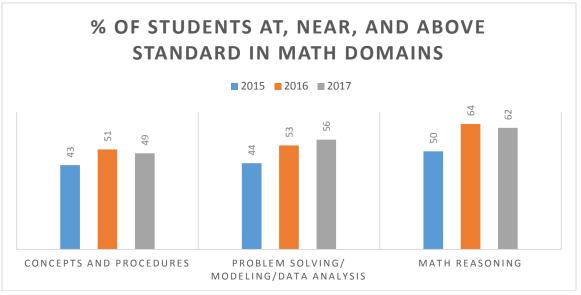
Pacoima Charter School has increased the number of students meeting and exceeding standards. over the last three years. Students not meeting standards have also decreased by 12 percentage points.

We will continue to work with *Math Solutions* to help us identify strengths and weaknesses in our math instruction. *Math Solutions* has the expertise, the experience, and the resources necessary to support in the development of a strategic plan that will not only identify where we are and where we need to be but include the tactical steps that will help us reach our goals. We are learning what to look for in the classroom, how to identify and meet instructional needs, how to build capacity through the development of our instructional leadership team (grade level coordinators), and how to sustain the meaningful change.



Source: CDE's DataQuest

In the SBAC math domains, our students demonstrate strength in communicating math reasoning and consistent growth in problem solving, modeling, and data analysis. However, the area of concern continues to be in concepts and procedures.



Source: CDE's DataQuest

Academic Achievement of Surrounding Schools in Math (2017)

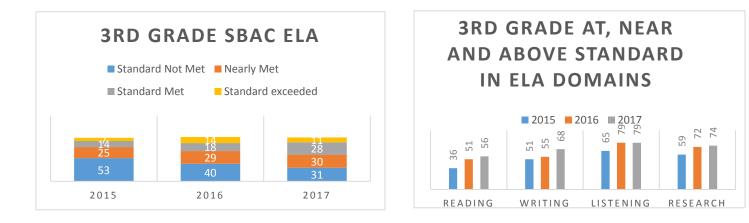
Source: CDE's DataQuest

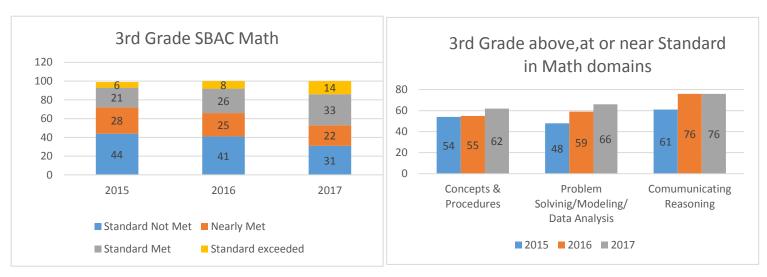
School	Math SBAC
Pacoima Charter	32.22
Vaughn Charter	27.56
Sharp Ave	23.59
Montague Charter	23.53
Fenton Charter	21.81
Broadous Elem	21.0
Haddon Academy	20.58
Telfair Ave	18.70
Beachy Ave	15.83
Sara Coughlin Elem	14.54
LAUSD Average	29.62
State Average	37.58

Analysis of 3rd Grade SBAC Data

Further analysis of each grade level provides specific data that demonstrates the impact of instruction, to identify the strengths which can be replicated and/or focus on improvement needed of specific student groups.

Our SBAC data reveals that our 3rd grade instruction has proven to decrease the number of students not meeting standard performance expectations in ELA. The number of students meetings and exceeding standards had also improved. The students demonstrates strength in listening and research claim areas. Over 70 percent of our 3 grade students scored at/near or above standard in listening and research. They have also consistently grown in reading and writing over the last 3 years.



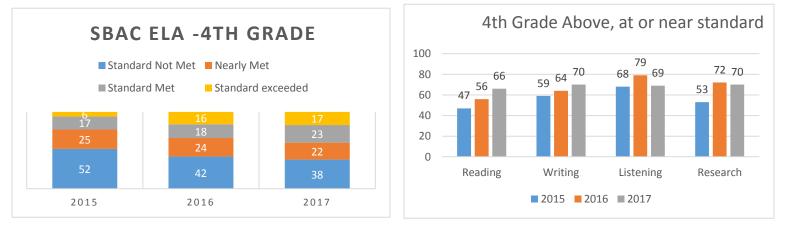


Source: CDE's DataQuest

In math, 3rd grade instruction has shown to be effective in moving our students into proficiency over the years. Students not meeting standard has decreased by 10 percentage points. Our students show strength in communicating reasoning and continue to show growth in the areas on concepts and procedures and problem solving.

Analysis of 4th Grade SBAC Data

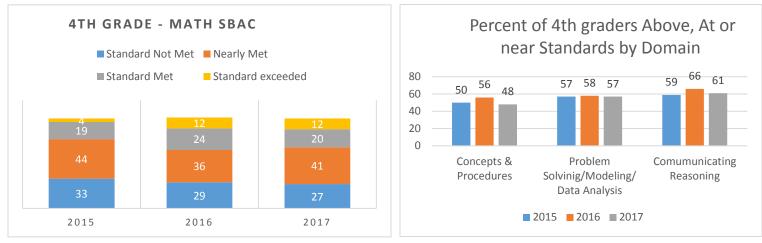
Our 4th grade instruction has demonstrated strength in improving the number of students exceeding and meeting standard expectations over the years. Students are showing consistent improvement in reading and writing. Although listening and research decreased the previous year, they remain categories that our students perform well.



Source: CDE's DataQuest

In math, 4th grade instruction has shown strength in decreasing the number of students performing below standards. Last year our 4th graders dropped by 2 percentage in points in the number of students meeting and exceeding standard expectations. The data revealed that students

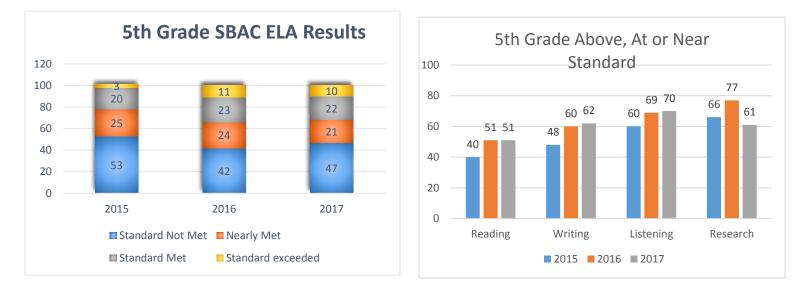
are having difficulty with understanding how to apply concepts to real world problem solving. They have demonstrated strength in communicating their reasoning.



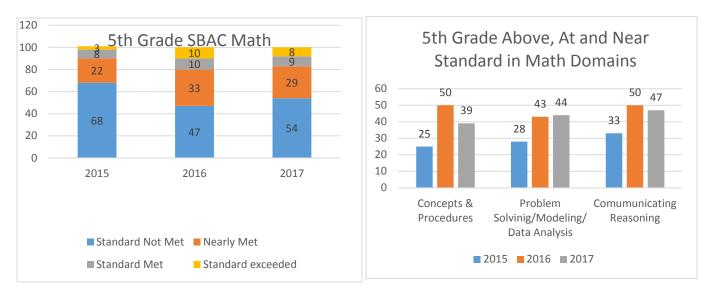
Source: CDE's DataQuest

Analysis of 5th Grade SBAC Data

In 5th grade, progress has been a challenge, but they have made significant progress since taking the baseline by maintaining students meeting or exceeding standard expectation in ELA over 30 percent. The percentage of students not meeting standard expectations has declined by 6 percentage points since taking the baseline assessment. There has been steady improvement in writing and reading. Even though there was a decline in research from the 2017 SBAC, students in 5th grade instruction has helped our students' performance in listening and research.

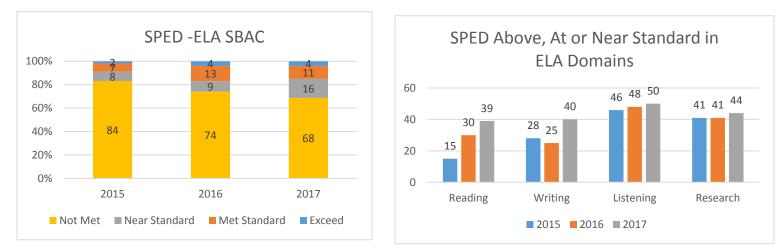


Source: CDE's DataQuest



Source: CDE's DataQuest

It has also been a challenge for our 5th graders in math. They have struggled in making adequate progress in Concepts and Procedures as well as in the problem solving/Modeling/Data Analysis domain. Our 5th grade instruction has proven to lessen the amount of students not meeting standard expectations since baseline. However, we struggled with improving the number of students meeting and exceeding grade level standard expectations. This year our teachers have been working closely with Math Solutions Inc. to learn more about math instructional practices that allow students to develop their conceptual knowledge about math and understand how to apply the procedures learned.

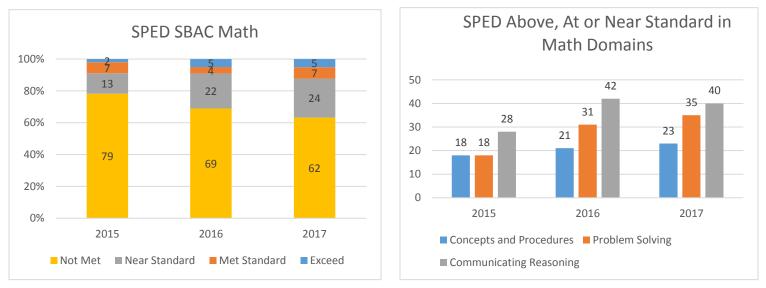


Analysis of SBAC Data by Sub-groups

Significant improvement was made by our students with disabilities on the SBAC. Assessment reveal that the number students with disabilities not meeting standard expectations has been

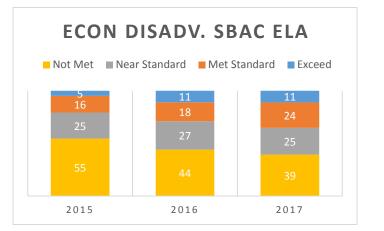
Source: CDE's DataQuest

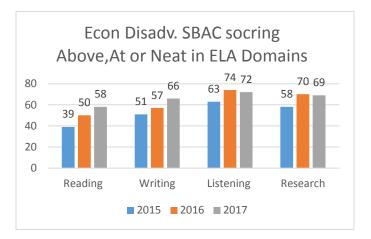
consistently declining in ELA. Their performance in all the ELA domains have been improving over the years. The number of students with disabilities meeting and exceeding standard expectations remain a priority for our school.



Source: CDE's DataQuest

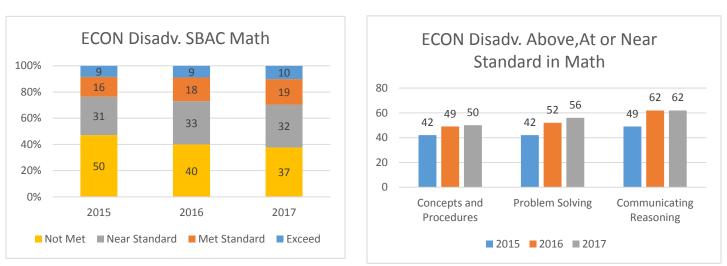
On the SBAC math, our students with disabilities also show significant gains. The number of students with disabilities not meeting standard expectations have declined by 16 percentage points. These have also shown growth in all the math domains. However, the number of students meeting and exceeding standard expectations remain a concern.





Source: CDE's DataQuest

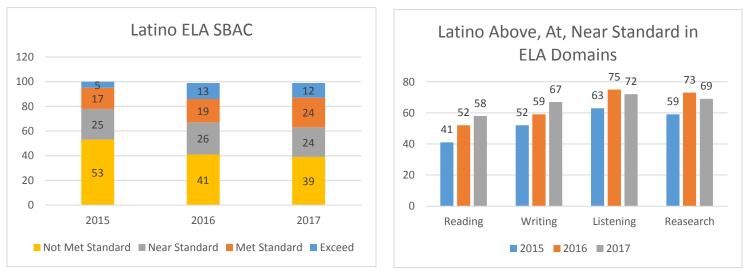
Our economically disadvantaged subgroup has demonstrated progress in ELA. The number students from this subgroup meeting and exceeding standard expectations has grown over the years by 16 percentage points. The number of students not meeting standard expectation has declined 16 percentage points since baseline. This subgroup has also shown steady improvement



in reading and writing. Although, Listening and research has declined 2017 compared to 2016, those domains remain an area of strength for this subgroup.

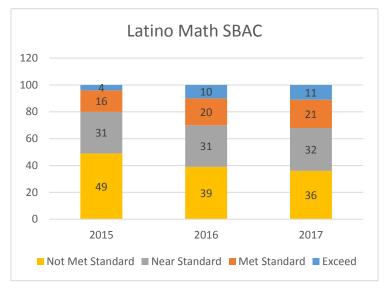
Source: CDE's DataQuest

Our economically disadvantaged students have also made consistent growth in Math. This subgroup has increased by 14 percentage points in meeting and exceeding standard expectations since baseline. Students not meeting standard expectations have declined by 13 percentage points since baseline. Their performance in each of the math domains have improved over the last two years.

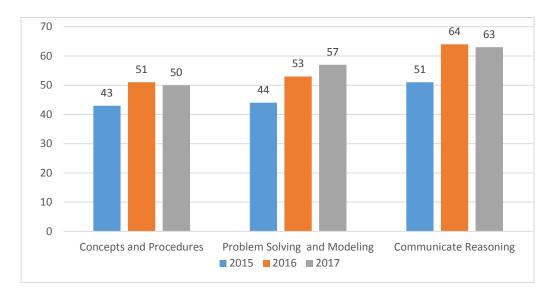


Source: CDE's DataQuest

Our Latino subgroup has made significant growth on the SBAC ELA. The number of students Meeting and exceeding standard has increased by 14 percentage points since baseline. The number of students not meeting standard has also decreased tremendously by 14 percentage points as well. They have made steady improvement each year in the reading and writing domains. Although the listening and research domains are areas were they perform strongest they did experience a 3-4 percent dip compared to the previous year.

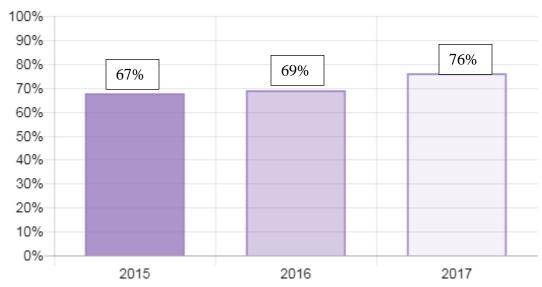


Source: CDE's DataQuest



Source: CDE's DataQuest

Our Latino subgroup has also demonstrated growth on the Math SBAC. The number of Latino students meeting and exceeding standard has increased by 12 percentage points over the last 3 years. They have made consistent growth in the area of problem solving and modeling. They have made great strides in the area of communicating reasoning by increasing their performance by 12 percentage points since baseline. However, they have struggled to maintain growth in the area of concepts and procedures.

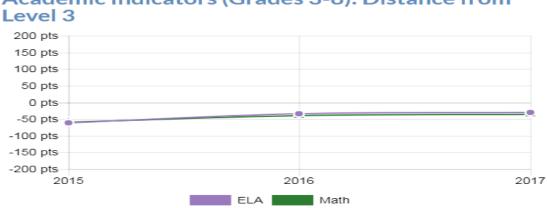


English Learner Progress Indicator (Grades K-12)

The graph above shows the progress our English Learners are making toward English proficiency according to our California School Dashboard. In 2017, 76 percent of our ELLs were considered making adequate progress which is 8 percentage points improvement since 2015.

Academic Indicators (Grades 3-8): Distance from Level 3

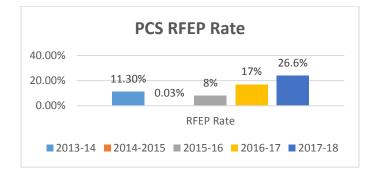
	2015	2016	2017
ELA	-61.7 pts	-34.3 pts	-29.5 pts
Math	-59.8 pts	-40.6 pts	-36.5 pts



Academic Indicators (Grades 3-8): Distance from Level 3

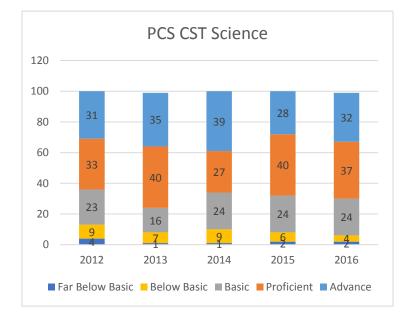
Source: CDE's DataQuest

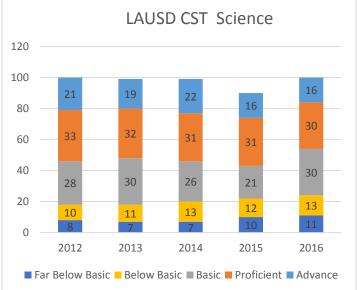
The reclassification rate of English learners has also improved by 18.6 percentage points in the last three years. The Student Support and Progress Team (SSPT) will continue to monitor EL students' progress toward reclassification. We will continue to offer interventions for those students not meeting the reclassification criteria.

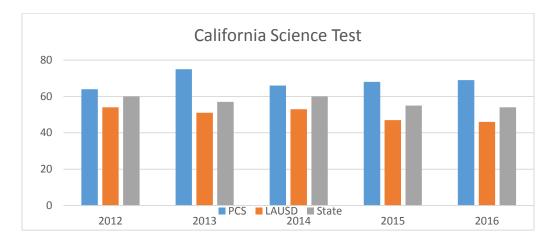


California Science Test

Another significant improvement over the last 5 years was made on our 5th grade CST Science Test. The chart below illustrates the impact of the instructional practices and effect of instruction in the area of science. Our school averaged over 60 percent of our students scoring proficient or higher in the area on the CST science in comparison to the district which averaged 50 percent. Our strength in science is evidence of our continued efforts to provide our students with a robust science education that incorporates inquiry and investigation. Pacoima Charter School outperformed both LAUSD and the State in the last 5 years of CST Science testing.







```
Source: CDE's DataQuest
```

How Learning Best Occurs

The majority of our student population comes from poverty. Factors often used to identify "at risk" population continue to describe Pacoima students. Pacoima Charter School understands that students will learn best when their basic needs are met and has allocated resources to address the needs of the "whole child".

1. **Early Childhood Education**- We understand the importance of early childhood education and have allocated space and resources for a licensed state preschool and school readiness groups. We have partnered with LAEP, YPI, and First 5 LA to provide services for our families and future students.

2. **Nutrition-** We realize that children who lack nutritional meals will have a difficult time learning. Pacoima Charter School contracts with a sous chef to plan and prepare healthy meals throughout the day. Many of our ingredients come straight from the farm. Students have three choices for an entree as well as a fruit and a salad bar.

3. **Health**- The health of our students is a priority at our school. The health office is staffed by a full-time medical doctor and a full-time nurse's aide. They provide routine auditory and vision checks and contract with a local dentist to provide dental screenings. They serve as advocates for our children and assist their families in navigating the health care system.

4. **Clothing-** We have partnered with various community agencies who provide free clothing and uniforms to all students in need. The school also has a uniform recycling program in which students donate uniforms which they have outgrown.

5. **Shelter**- Our Social Work Department assists parents in completing applications to the housing authority and navigate them through the process. In addition, they are linked with temporary shelters until long term assistance.

6. **Emotional Well-Being**- Our in-school counseling services consist of a full-time school psychologist, applied behavior interns, two full-time social workers, and social work interns. They provide emotional support through individual and group counseling. Furthermore, this team facilitates a variety of workshops and classes for all parents. We established partnership with mental health agencies who send clinicians to provide services to our students.

7. **Safety-** Pacoima Charter School maintains a closed campus to provide safety for all staff and students. We have placed security cameras at strategic locations throughout the campus. We have adequate supervision before, during, and after school. We conduct regular drills and participate in the Great California Shakeout. Our school crisis team assesses and responds to all threats. Our school has zero tolerance for bullying. We have a partnership with both LAPD and Gang Reduction and Youth Reduction (GRYD) to prevent and respond to any outside threats.

8. **Parent Engagement**- Pacoima Charter School recognizes the impact of parental involvement in the students' academic achievement. Our Network and Partnerships Committee, parent center director, and social worker act as a liaison between the school and the parents ensuring that parents are given meaningful opportunities to become involved.

Education

Pacoima Charter's believes that learning best occurs when students are allowed opportunities to learn cooperatively with one another. Our belief is rooted in the Cooperative Learning framework. This framework guides our effective instruction, critical academic and social skills. The Cooperative learning framework is based upon the belief that learning in isolation can pose significant challenges, especially for our students who are coping with the stresses of poverty or English as a second language. Pacoima Charter believes cooperative learning is the best way to engage and motivate our students. They can support one another, learn to think critically and consider opinions of others before reaching a conclusion. We believe that learning should be a social activity. Working in groups, students can accomplish far more than on their own. They have the opportunity to discuss new concepts with peers who have similar levels of understanding. They can support one another, learn to think critically and consider opinions of others before near to think critically and consider opinions.

Cooperative learning strategies enable students to fulfill their potential while having fun along the way. In our classrooms, all children benefit from the constant coaching, encouragement and peer feedback. In addition, our curriculum emphasizes team goals that can only be achieved when everyone is learning and improving.

According to Dr. Robert Slavin ¹"Our society is composed of cooperative groups-families, neighborhoods, political parties, clubs, and teams. These groups also have a competitive element, but in all of them, if the individuals cannot cooperate to achieve a common goal, all lose out." Pacoima Charter students are motivated to work together to achieve common learning goals. By helping others, they learn to help themselves, and they take responsibility for their own development. We use the Student Team Learning (STL) techniques that were developed and

¹ Robert Slavin John Hopkins University Researcher and Professor

researched at Johns Hopkins University. Students are motivated to work collaboratively toward a common goal that is based on the learning objective being taught. Three concepts are central to all Student Team Learning methods: team rewards, individual accountability, and equal opportunities for success. Teams earn certificates or other team rewards if they achieve above a designated criterion. "Individual accountability" means that the team's success depends on the individual learning of all team members. According to Slavin, "team rewards and individual accountability were essential elements for enhancing achievement. It isn't enough to simply tell students to work together; they must have a reason to take one another's achievement seriously." Pacoima Charter believes in designing lessons to support cooperative learning in order to best use teacher time and student learning time.

LCFF STATE PRIORITIES									
GOAL #1									
To increase the number of English I Language pro		•			lated State F	Priorities: Ø7 8 8			
					Local Priorities:				
Specific Annual Actions to Achieve Goal									
 We will continue with the following actions in order to achieve our goal: 1. Extended instructional day (1 hour) 2. Implementation of the PCS Master Plan 3. Hiring of highly effective teachers 4. Quality Professional development in ELD 5. Support students by using technology (Imagine Learning and I-Ready) 6. Monitor ELs progress using the ELD Portfolios 7. Provide support personnel services (Social Worker, Doctor, Psychologist, etc.) 									
Expected A	nnual Me	asurable	Outcomes	6					
Outcome #1: PCS will annually increase the Metric/Method for Measuring: % of s					ia by 3%.				
APPLICABLE STUDENT GROUPS	Baseline	2018- 2019	2019- 2020	2020- 2021	2021- 2022	2022- 2023			
All Students (Schoolwide)	ELPAC 2017-2018	ELPAC + 3%	ELPAC + 6%	ELPAC + 9%	ELPAC + 12%	ELPAC + 15%			
					ELPAC + 15%				
Socioecon. Disadv./Low Income Students	ELPAC 2017-2018	ELPAC + 3%	ELPAC + 6%	ELPAC + 9%	ELPAC + 12%	ELPAC + 15%			

Foster Youth*	2							
Students with Disabilities	ELPAC ELPAC + 12% ELPAC + 15%							
African American Students*								
Latino Students	ELPAC 2017-2018	ELPAC + 3%	ELPAC + 6%	ELPAC + 9%	ELPAC + 12%	ELPAC + 15%		

GOAL #2								
Increase the number of students scoring "Standard Met or Exceeded" on the SBAC					ated State	⊠7 ⊠8		
	ecific Annual Actic					_		
 Pacoima Charter School will continue to provide the following services in order to Increase the number of students scoring "standard met or exceeded" on the SBAC in Math and ELA: Extended day (30 min.) Tutoring services during the instructional day and afterschool Laptops (one to one ratio) Fully qualified teachers Common Core Standards-based curriculum Support personnel Saturday and summer school 								
Exp	pected Annual Me	asurable (Outcomes	i				
Outcome #1: PCS will annually inc Metric/Method for Measuring: Mathematics assessment								
APPLICABLE STUDENT GROUPS	Baseline	2018- 2019	2019- 2020	2020- 2021	2021- 2022	2022- 2023		
All Students (Schoolwide)	Math 32%	35%	38%	41%	44%	47%		
English Learners	26	29	32	35	38	41		
Socioecon. Disadv./Low Income Students	29%	32%	35%	38%	41%	44%		
Foster Youth *	Foster Youth *							
Students with Disabilities	12%	15%	18%	21%	24%	27%		
African American Students*								
Latino Students	32%	35%	38%	41%	44%	47%		

^{*}Sub-group not numerically significant at this time

Outcome #2: PCS will annually increase the number of students achieving proficiency in ELA by 3 %. **Metric/Method for Measuring**: % of students performing at or above proficiency level on CAASPP English Language Arts Assessment.

APPLICABLE STUDENT GROUPS	Baseline	2018- 2019	2019- 2020	2020- 2021	2021- 2022	2022- 2023
All Students (Schoolwide)	ELA 37%	40%	43%	46%	49%	52%
English Learners	28	31	34	37	40	44
Socioecon. Disadv./ ³ Low Income Students	35%	38%	41%	44%	47%	50%
Foster Youth*						
Students with Disabilities	15%	18%	21%	24%	27%	30%
African American Students*		***************************************	***************************************			
Latino Students	36%	39%	42%	45%	48%	53%

*Sub-group not numerically significant at this time

GOAL #3								
Reduce/maintain the number of school suspensions					Related State Priorities: □ 1 □ 4 □ 7 □ 2 □ 5 □ 8 □ 3 ∅ 6 6			
					Local Prior	ities:		
Specific Annual Actions to Achieve Goal								
 Pacoima Charter School will continue to provide the following services in order to reduce or maintain the number of suspensions: Support personnel to address behavior (Positive Behavior Facilitator, Psychologist, Social Worker, Behavior analysts interns) Incentives such as "Go for the Gold" Character Education Program "Getting Along Together" Yard supervision personnel training 								
Ex	pected Annual Me	asurable (Outcomes	;				
Outcome #1:PCS will maintain the number of suspensions below 3% Metric/Method for Measuring: LAUSD's Suspension and Expulsion Monthly Report and behavior referral data								
APPLICABLE STUDENT GROUPS	Baseline	2018- 2019	2019- 2020	2020- 2021	2021- 2022	2022- 2023		
All Students (Schoolwide)	0.3%	Below 3%	Below 3%	Below 3%	Below 3%	Below 3%		

English Learners	0.3%	Below 3%				
Socioecon. Disadv./Low Income Students	0.3%	Below 3%				
Foster Youth*						
Students with Disabilities	0.3%	Below 3%				
African American Students*						
Latino Students	0.3%	Below 3%				

GOAL #4								
Maintain the school facility safe and in good repair					ated State I 2 4 5 2 6 Local Prior SLOs	□7 □8		
Spe	ecific Annual Actic	ons to Ach	ieve Goal	1				
 Pacoima Charter School will continue to maintain the school facility safe and in good repair by doing the following: Inspecting the campus for safety hazards Repairing areas of need Contracting with District for services Contract outside contractors for minor repairs Contracting for custodial services Contracting for gardening services Following our PCS's Safety Plan and OHSA guidelines 								
Exp	ected Annual Me	asurable (Outcomes	i				
Outcome #1: PCS will maintain 100 % of the facility in good repair and free of hazards Metric/Method for Measuring:								
METRIC	Baseline	2018- 2019	2019- 2020	2020- 2021	2021- 2022	2022- 2023		
Weekly Inspection List	100 % in good or exemplary repair	100 % in good or exemplary repair	100 % in good or exemplary repair	100 % in good or exemplar y repair	100 % in good or exemplary repair	100 % in good or exemplary repair		
LAUSD's Oversight Report	100 % in good or exemplary repair	100 % in good or exemplary repair	100 % in good or exemplary repair	100 % in good or exemplar y repair	100 % in good or exemplary repair	100 % in good or exemplary repair		

GOAL #5							
Increase I	nt		Rela □ 1 □ 2 ⊠ 3	ated State ☐ 4 □ 5 ☐ 6	Priorities: 7 8		
				Ø: 5	Local Prior	ities:	
					02.03		
Specific Annual Actions to Achieve Goal							
 Pacoima Charter School will continue to provide multiple opportunities for parental involvement in school to increase their participation by doing the following: Communicate via text and phone call using our Parent Square communication system Send surveys to receive input for LCAP Send monthly Parent Calendar with all parent activities including SSC and ELAC Send flyers to promote Monthly Parent Academies Offer various topics related to decision-making councils Continue to celebrate parents at the end of the year (End of the Year Parent Celebration) 							
Exp	pected Annual Me	asurable (Outcomes	i			
Outcome #1:PCS will increase the number of parents attending school events by 10 % Metric/Method for Measuring: sign-ins, 30 hour rosters							
METRIC	Baseline	2018- 2019	2019- 2020	2020- 2021	2021- 2022	2022- 2023	
30 hour rosters	371	408	448	452	497	546	
Sign-ins	574	631	694	763	839	922	

GOAL #6							
	Relate	d State P	riorities:				
	□ 1	□4	□7				
Increase the Average Daily Attendance Rate	□2	⊠5	□ 8				
	□ 3	□6					
	Lo	cal Priorit	ies:				
	Ø: SLO	Os					
Specific Annual Actions to Achieve Goal							
Pacoima Charter School will continue to provide the following services in order to increase the number of students attending school:							

- The Social Work Dept. will monitor attendance and work to identify barriers that are preventing students from coming to school (bullying, lack of transportation, etc.) Attendance clerk will communicate with families of absent children on a daily basis •
- •

• Continue to use tags, trophies and other incentives to reward perfect attendance

Expected Annual Measurable Outcomes

Outcome #1: PCS will increase our attendance rate by 1 % by the year 2022-2023.

Metric/Method for Measuring: ADA reports, Aeries SIS

APPLICABLE STUDENT GROUPS	Baseline	2018- 2019	2019- 2020	2020- 2021	2021- 2022	2022- 2023
All Students (Schoolwide)	96%	97%	97%	97%	97%	97%
English Learners	96%	97%	97%	97%	97%	97%
Socioecon. Disadv./Low Income Students	96%	97%	97%	97%	97%	97%
Foster Youth*	96%	97%	97%	97%	97%	97%
Students with Disabilities	95%	96%	96%	96%	96%	
African American Students*	96%	97%	97%	97%	97%	97%
Latino Students	96%	97%	97%	97%	97%	97%

GOAL #7							
All classroom teachers wi All teachers wil	Rela ∅1 □2 □3	ated State □ 4 □ 5 □ 6	Priorities: ☐7 ☐8				
Local P Ø: SLOs □:							
Sp	ecific Annual Act	ions to Acl	hieve Goa	.l			
 Pacoima Charter School will continue The Director of HR will verify Recruit highly qualified personal 	all credentials prior			ent			
Ex	pected Annual M	easurable	Outcome	S			
Outcome #1:PCS will hire fully-qualified teachers Metric/Method for Measuring:							
METRIC	Baseline	2018- 2019	2019- 2020	2020- 2021	2021- 2022	2022- 2023	
Documentation of assessments, coursework and credentials	100%	100%	100%	100%	100%	100%	

We believe our school goals will enable our students to become and remain self-motivated, competent, and lifelong learners. Pacoima Charter School believes that success is measured by the effort put forth in the learning process of attaining these goals. We have embraced the Growth Mindset approach developed by Dr. Carol Dweck which posits there are variable factors that impact intelligence and these factors can be influenced by learning, effort, practice, and training. Therefore, we believe the process for attaining our goals involves teaching our children to love challenges, be intrigued by mistakes, enjoy effort, and keep on learning. We strive to teach our students to approach challenges as leaning opportunities and to set individual goals that will help them overcome learning obstacles. Our students understand that abilities can be transformed if they remain goal focused and determined to take risks and put forth the effort. At PCS we create learning environments were students are not afraid to take risks and make errors. We praise the effort given and celebrate the learning journey. We firmly believe students who are goal focused and possess a Growth Mindset will have a lifelong way to build and repair their own confidence.

Instructional Design

The purpose Pacoima Charter's instructional program is to provide instruction that engages and motivates our students to continue on the path of being self-motivated, competent, life-long learners who are responsible, contributing citizens who are ready for college and/career. Pacoima Charter School offers a nurturing, educational environment to students that allows them to work collaboratively, purposefully and meaningfully. A goal focused driven, cooperative educational environment is an educational setting in which students work together to achieve their learning goals. Pacoima Charter believes SFA's Cycle of Effective Instruction ⁴developed by the Success for All Foundation is an excellent process that best supports cooperative learning. The basic format for this design is as follows:

Teach: Teachers prepare students for learning through questioning, modeling, and guiding students through content.

Teamwork: During this part of the cycle, students are given time to explore and examine concepts with their team members. While students work together the teachers circulates through the classroom checking for understanding with individuals and groups. This also provides an opportunity for the teachers to meet with students one on one for more targeted instruction.

Test: Assessments are both formal and informal across the weekly cycle of instruction. However, both type of assessments are used formatively to help guide instruction. Formal assessments are given at the end of the instructional cycle. Informal assessments occur on a daily basis as teachers circulate around the classroom, as well as through the daily products that students or teams complete.

⁴ Instructional technique developed by Success for All Foundation (SFA)

Team Recognition: Teams earn daily points throughout the cycle for working cooperatively, meeting behavior expectations, and meeting learning goals. They receive formal recognition and rewards at the end of the cycle based on academic achievement of individual and team cooperation.

Curriculum and Instruction

Pacoima Charter understands that teachers have the greatest impact on student achievement. Our teachers incorporate two major, research-based teaching and learning models:

- *The California Standards for the Teaching Profession* (CSTP's) which provide a common language and a vision of the scope and complexity of teaching by which all teachers can define and develop their practice.
- DataWorks' Explicit Direct Instruction (EDI) is a direct instruction approach based on the premise that all children can learn developed by John Hollingworth and Silvia Ybarra⁵. Explicit Direct Instruction (EDI) is a strategic collection of research-based instructional practices pioneered by pedagogues and cognitive researchers, such as Hattie, Rosenshine, Marzano, Sousa, Hunter, Goldenberg, and many more. It helps teachers deliver effective lessons that can significantly improve achievement for all learners. Components of EDI include: setting lesson objectives, explicitly teaching of learning objective, connection to prior knowledge, explicit teaching of academic language, presenting content, and using guided practice.⁶
- The 5 E Learning Cycle –Our teachers have received training and implement the 5 E learning cycle which is an instructional strategy designed to effectively educate. This approach is also noted in the newly adopted CA frameworks for social studies, math, and NGSS. According to the CA NGSS framework 2016, in the 5 E Learning cycle students (1) are *engaged* by some sort of hook that relates to their interest; (2) have time to *explore* ideas on their own before formal instruction; (3) *explain* their observations using models; (4) *elaborate* and *expand* on the new learning by applying it to a new context; and in the end, (5) *evaluate* and reflect on their own learning. The 5E sequence can be effective for sequences of lessons within a multi-week unit and to the individual activities within a single day's lesson plan.⁷
- **Blended Learning**⁸- The demands of the 21st Century require that our students possess essential skills in technology. Technology is used as a tool for improving curriculum and

⁵ Education Researchers who developed EDI and founded Dataworks

⁶ Hollingsworth, Silva Explicit Direct Instruction The Power of the Well Crafted, Well Taught Lesson 2009

⁷ CA Framework for Next Generation Science Standards

⁸ Blended Learning is an educational approach that combines online digital media with traditional classroom methods

instruction at Pacoima Charter. We believe that students must have technology infused throughout the curriculum in order to develop the essential skills necessary to become contributing and productive members of society. The curriculum used for blended learning is *I-Ready, Imagine Learning and SFA's Lightning Squad*.

Reading Program

The Success For All (SFA) Reading Program is aligned to the California Common Core Standards. Students are homogeneously grouped according to reading ability and are assessed and re-grouped every eight weeks. The reading textbooks used with the SFA program's *Treasure Hunts are the Pearson's Reading Street* series and core literature.

Curiosity Corner (TK)

The Success for All (SFA) Curiosity Corner Program provides teachers with well-structured thematic units aligned with state and national early-learning guidelines. The program includes detailed instructions and provides many of the materials necessary for implementing a stimulating, engaging program, as well as training and support for teachers. Students are assessed every quarter.

Kinder Corner (Kinder)

SFA KinderCorner is a research-based kindergarten program that provides children with experiences that prepare them for success in primary grades. KinderCorner fosters the development of children's language, literacy, math, interpersonal and self-help skills, science, and social studies concepts. The focus on strong oral language skills, a love for reading, phonemic awareness, phonics, and listening comprehension create a solid foundation for reading. Students are assessed every quarter.

Reading Roots (First Grade)

Reading Roots targets the needs of beginning readers. Reading Roots is a research-based, beginning reading program that has proven its effectiveness in randomized experimental research. It provides a strong base for successful reading by providing systematic phonics instruction supported by decodable stories, as well as instruction in fluency and comprehension. Reading Roots also fosters students' love for reading by providing rich literature experiences, extensive oral language development, and thematically-focused writing instruction. These objectives are embedded in a fast-paced, engaging, and highly effective instructional process. Students are assessed and regrouped according to their reading level every quarter to ensure they are receiving the most focused instruction. In addition, we use Reading Reels. The video skits and animations promote phonemic awareness. They also help students make the connection between letters and sounds, learn the word blending/spelling process, develop essential reading vocabulary and fluency, and become familiar with the cooperative learning routines used in the SFA kindergarten and first grade reading curriculum, which are designed to increase the emerging reading skills.

Reading Wings (2nd-5th grade)

Reading Wings targets the needs of students in grades two through five to ensure their growth as proficient readers. It teaches students comprehension strategies, such as summarization, clarification, graphic organizers, story structure, and prediction, so that students can become confident, strategic readers. The sophisticated reading skills include vocabulary development, reading comprehension, fluency, oral language development, and written expression through both narrative and expository texts. Reading Wings is taught through Targeted Treasure Hunts used with a variety of novels and basal anthologies. Students are assessed and regrouped every quarter.

Mathematics

Houghton Mifflin's Go Math is a program aligned to the California Common Core Standards program. GO Math! combines powerful teaching strategies with components that help students connect concepts across and within grade levels. In the classroom, teachers and students can choose a print-based approach, an online approach, or a blended learning approach. In each case, the focus is on the major work of the grade. Lessons begin with problem-based situations and then build to more abstract problems. All along the way, students use multiple models, manipulatives, quick pictures, and symbols to build mathematical understanding. Best of all, GO Math! is write-in at every grade level, so students are completely engaged. Using manipulatives, multiple models, and rich, rigorous questions, students move through a carefully sequenced arc of learning. They develop deep conceptual understanding, and then they practice, apply, and discuss what they know with skill and confidence. The equal emphases on understanding, procedural skills and fluency, and application help turn our students into problem solvers and critical thinkers. The Grab-and-Go Differentiated Centers Kits are ready-made differentiated math centers with activities, games, and literature. Resources for every lesson and special challenge materials are used for independent practice. Best of all, online resources such as The Students Interactive and Personal Trainer help to personalize learning for students and help monitor student progress. In addition, Quarterly Benchmark assessments are given to all our students and the results are used to track their overall performance and to modify our instructional plan.

Writing

We believe that writing mastery demonstrates the internalization of language development and literacy concepts and standards in reading and math. We also feel that the demands of the 21st Century require that our students possess essential skills in writing. We have intensified our standards-based instruction of the writing process by focusing on the domains and tenets of writing. We are using *Thinking Maps and Write from the Beginning* to develop proficient writing. The program includes narrative, opinion, and expository writing instruction for grade levels K through 5. Through the use of these programs, students become well aware of the expectations for each grade level and can build upon previously learned strategies for writing. Using the program consistently throughout the grade levels has become a building block for the students' writing and has created greater success on state and local writing tests.

English Language Development

English Language Development (ELD) is the foundation by which English Learners build their academic and social proficiency. Our mission is to provide all English Learners with access to core curriculum and development of academic language proficiency in order to reclassify and be college and career ready, in an environment that is culturally and linguistically sensitive to the community we serve. Our ELD program consist of both Integrated and Designated ELD. We provide consistent, focused, and integrated instruction that targets the receptive as well as the expressive aspects of the second language (English). During content area instruction, teachers have language objectives that are taught alongside their content objectives. Our teachers use EL strategies that help engage our El students and develop their understanding of the content while at the same time develop English. During Designated ELD time, our students are placed based upon their language proficiency levels and receive targeted ELD instruction. Pacoima Charter School utilizes the National Geographic's Reach ELD Program and supplement with the Thinking Maps Path to Proficiency program for students who are mastering English. Also strategies from our SFA reading program such as My Turn, Your Turn are used in the primary grades to be build English oral language proficiency. In addition, ELPAC and Reach assessments are used to monitor students' language development and to determine English language proficiency. In addition, ELPAC and Reach assessments are used to monitor students' language development and to determine English language proficiency.

Social Studies

Pacoima Charter School uses the History-Social Science Framework for California Public Schools as a guide to the eras and civilizations our students study. These standards require students to not only acquire core knowledge in history and social science, but also to develop the critical thinking skills that historians and social scientists employ to study the past in its relationship to the present. Pacoima Charter School will implement a new McGraw Hill's *IMPACT*: California Social Studies in 2018-2019 academic year which is aligned to the new CA Social studies standards.

STEAM

Our students are provided the opportunity to build connections that link science to technology, engineering, art, math and service learning projects. Science, technology, engineering, and societal issues are strongly connected to community health, population, natural resources, environmental quality, natural and human-induced hazards, and other global challenges. We use the *Engineering is Elementary (EIE)* curriculum which integrates engineering with science and improves student understanding of technology. These connections are important. Though people tend to think of science, engineering, and technology as three separate things, they are actually closely connected. We are in the process of adopting a new NGSS curriculum which will be in full implementation in the 2018-2019 academic year. We are in the process of adopting *Amplify*, a new NGSS curriculum which will be in full implementation in the 2018-2019 academic year.

Technology Strand

The demands of the 21st Century require that our students possess essential skills in technology. Technology is used as a tool for improving curriculum and instruction. We believe that students must have technology infused throughout the curriculum in order to develop the essential skills necessary to become contributing and productive members of society. We exercise the use of technology by increasing the expertise of our teachers and expanding our students' learning world through the use of the following:

- Imagine Learning, I-Ready and Think Central are implemented school wide
- Technology teacher
- Two full-time technology technicians
- Robotics Program
- Computerized assessments provide administrators, teachers, and students with the tools to improve academic performance.
- Computerized tutoring through SFA's Alphie's Alley
- One laptop per student in grades 3rd-5th
- One laptop per every two students in grades 1st and 2nd
- Interactive white boards and projectors in all classrooms
- The school library provides an additional thirty computers for a variety of uses: research, intervention, tutoring, etc.
- The access to network capability in every classroom
- Parent Square Communication System for more efficient parent communication
- A school website
- Computerized marquee in front of the school.

<u>Health</u>

Pacoima Charter School has created a Wellness Policy that emphasizes good health and decision making. This policy is reinforced daily and school wide through a variety of healthy practices and instruction. We are entering our third year of partnership with *Common Threads* to bring health and wellness education to our students and their families through cooking and nutrition education. We offer healthy choices for every breakfast, lunch and dinner prepared by our own team of chefs. We implement a smoke-free campus and programs to eliminate the use of tobacco by students and staff. We utilize the *Too Good for Drugs* program by the Mendez Foundation to educate our students on the effects of alcohol and illicit drugs on the brain and other organs of the body, thinking processes, and behavior.

Physical Education

Pacoima Charter School's Physical Education goals are aligned with California State Standards and are in compliance with the state's requirement of 200 minutes of physical activity every 10 school days. The ultimate goal of our Physical Education Program is to cumulatively build students' gross motor development for the State's 5th grade Fitness Test. Our physical education program consists of the following:

- Daily 10 minute Calisthenics Routine in the classrooms (50 minutes weekly).
- Psychomotor Program (50 minutes weekly). Each grade level has an assigned date for psychomotor. At this time, students are given physical education instruction based on the California Standards. They are taught physical skills which are necessary for success on

the fifth grade fitness exam. The students are supervised by a team of coaches who also lead the instruction. Teachers take this opportunity to collaborate in their grade-levels.

Team Alphie Tutoring Program

The best way to help students struggling with reading is through direct intervention – tutoring done in small groups or individually, depending on the severity of the need.

SFA uses highly engaging and proven effective computer-assisted tools to provide focused support to these student in small-group tutoring (tier2) and one-on-one (tier 3) sessions. The tutoring programs provide 20 minutes of intense, complete daily instruction that directly supports what the child is learning in class. **Team Alphie** is an SFA tier 2 computer-assisted program that enables one tutor to work with up to eight students at a time, using computer games to master specific reading objectives.

Getting Along Together (GAT)

Getting Along Together is SFA's social problem-solving curriculum that is utilized schoolwide. Students learn to use cognitive and interpersonal skills that create the foundation for academic and lifelong learning. All staff members, including the principal and other administrators, are trained and involved in the GAT process. GAT is introduced early in the school year, teaching students to think critically, solve problems and work cooperatively. Through literature-based lessons introducing strategies for conflict resolution, teachers guide students in learning how to work together effectively. Throughout the year, student issues are addressed by setting expectations and rewarding positive peer interactions. At the beginning of each school year, the school and SFA work together to design a customized schoolwide behavior-management plan, based on discipline referrals, suspension records, teacher surveys and other particular requirements. The approach includes behavior-tracking mechanisms, proactive behavior management, workshops and end-of-year reviews.

Cooperative Learning

Pacoima Charter School teachers are committed to use cooperative learning as one of the most powerful tools in providing the level of engagement and academic and social support our students need to be successful. The benefits of cooperative learning are well researched and documented by John's Hopkings University's Center for Research in Education.

- Higher grades
- Increased retention of information
- Better relationships with peers
- Greater intrinsic motivation
- Better ability to stay on task
- Improved attitudes toward school

Honors Classes

The Honors Program at Pacoima Charter School will provide gifted and high achieving students with an accelerated and challenging curriculum. Students who are identified as *Gifted or High Achieving* under LAUSD or Pacoima Charter School guidelines will be eligible to participate. Students will be placed in *Honors* classrooms where they will be challenged using the *Depth and*

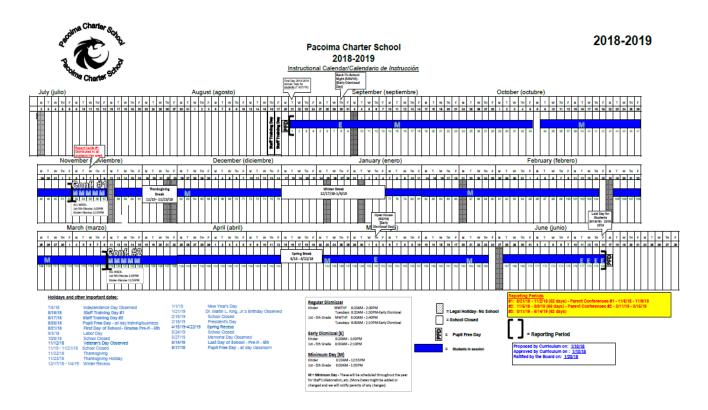
Complexity Framework. The Honors Program is taught by teachers who meet the requirements set forth by Pacoima Charter School Gifted Sub-Committee.

Transitional Kinder

Pacoima Charter School offers Transitional Kindergarten to students who turn 5 years old between September 2 and December 2 and who may benefit from an enriched foundational early childhood education program to prepare them for success in traditional Kindergarten. Transitional Kinder is a two- year program.

The Transitional Kindergarten program at Pacoima Charter School follows the full day schedule of Traditional Kindergarten. They follow the *Success for All Curiosity Corner* Curriculum which builds the necessary social and academic skills for success throughout their school careers. The program is based on the California Kindergarten standards with focused instruction in literacy and numeracy along with strong emphasis on self- regulation and social engagement. The daily schedule includes whole group instruction and activities, small group instruction and independent and "hands-on" learning. The Transitional Kindergartners enjoy lunch and recess with their fellow Kindergarten friends and participate in all Kindergarten activities such as music, art, and motor skills development throughout the year.

Academic Calendar and Schedules



CalendarYear-Bar-2018-19-BoardApproved-01-23-18.xlsx Sheet: YR Cal -2018-19

Kinder			E	ma Charte Sell Sched 2018-20 Kinderga at PEA S	19 rten			REV: 8/23/17
REGU	LAR SCH	IEDULE	E	arly Disn	nissal		Minimun	n Day
	School Hour	rs		School Ho	ours	⊢	School H	ours
Kinder	MWTHF Tuesday	8:20AM - 2:30PM Early Dismissal 1:30PM	Kinder	All Days	8:20AM - 1:30PM	Kinder	All Days	8:20AM - 12:55PM
	RECESS			RECESS (red	nular)		RECESS (re	gular)
1st Recess	9:30AM - 9:50AM		1st Recess	9:30AM - 9:50AM		1st Recess	9:30AM - 9:50AM S Tiighman, Avelar-Mendoza, Herring, Quezada, Ruvalcaba	
2nd Recess	9:55AN Covarrubias, Jo	M - 10:15AM ocz, Docter, Iñiguez, Valle	2nd Recess Covarrubias, Jocz, Docler, Iñiguez, Vale		2nd Recess	9:55AM - 10:15AM Covarrubias, Jocz, Docter, Iñiguez, Valle		
	LUNCH		LUNCH (regular)		LUNCH (regular)			
(Eat first, then pla	~		(Eat first, then		(Eat first, then play)		
1st Lunch		0PM ar-Mendoza, Herring, la, Ruvalcaba	1st Lunch		10PM lar-Mendoza, Herring, da, Ruvalcaba	11:30AM - 12:10PM Tighman, Avelar-Mendoza, Her Quezada, Ruvalcaba		slar-Mendoza, Herring,
2nd Lunch		OPM ocz, Docter, Iñiguez, Valle	2nd Lunch	11:50AM -12:3 Covarrubias, J	0PM locz, Docter, Iñiguez, Valle	2nd Lunch	11:50AM - 12:3 Covarrubias, Jo	30PM cz, Docter, Iñiguez, Valle
	P.E.			P.E.			P.E.	
1st PE	10:20AM - 10:4 Covarrubias, Jo	SAM ocz, Docter, Iñiguez, Valle	1st PE	10:20AM - 10:4	45AM locz, Docter, Iñiguez, Valle	1st PE	10:20AM - 10:4	15AM cz, Docter, Iñiguez, Valle
2nd PE		25AM ar-Mendoza, Herring, la, Ruvalcaba	2nd PE		25AM Iar-Mendoza, Herring, da, Ruvalcaba	2nd PE	11:00AM - 11:2 Tilghman, Ave	

INCLEMENT WEATHER (Inclement = hot (over 95 degrees) or rainy)						
	RECESS					
	9:30AM - 9:50AM					
1st Recess	Tilghman, Avelar-Mendoza, Herring, Quezada					
2nd Recess	9:55AM - 10:15AM					
	Covarrubias, Jocz, Docter, Iñiguez, Valle					
	LUNCH					
(1	Eat first, then play)					
	11:30AM - 12:00PM					
1st Lunch	Tilghman, Avelar-Mendoza, Herring, Quezada					
	12:00AM - 12:30PM					
2nd Lunch	Covarrubias, Jocz, Docter, Iñiguez, Valle					
<u>P.E.</u>						
1:30PM - 1:55PM	All Classes inside led by Teachers					

1st	-	5th	Grade

Pacoima Charter School Bell Schedules 2018-2019 Gr. 1st-5th REVISED 8/23/17

REGULAR SCHEDULE			6	Early Disi	nissal	Minimum Day			
	School H	lours	School Hours			School Hours			
1 [#] – 5 th Grade	MWTHF Tuesday	8:00AM - 2:40PM Early Dismissal 2:10	1" – 5" Grade	All Days	8:00AM - 2:10PM	1" – 5" Grade	All Days	8:00AM - 1:05PM	
	RECES			RECESS (re			RECESS (re	and and	
	2nd			2nd			2nd		
	3rd	10:00 - 10:20		3rd	10:00 - 10:20		3rd	10:00 - 10:20	
	4th	10:20 - 10:40		4th	10:20 - 10:40		4th	10:20 - 10:40	
	1st 5th	10:40-11:00		1st 5th	10:40-11:00		1st 5th	10:40-11:00	
	LUNC	4		LUNCH (re	ular)		LUNCH (mo	dified)	
Grade	Cafeteria	Playground	Grade	Cafeteria	Playground	Grade	Cafeteria	Playground	
3rd	11:40-12:00	12:00-12:20	3rd	11:40-12:00	12:00-12:20	3rd	11:20-11:40	11:40-12:00	
2nd	12:00-12:20	12:20-12:40	2nd	12:00-12:20	12:20-12:40	2nd	11:40-12:00	12:00-12:20	
1st	12:25-12:45	12:45-1:05	1st	12:25-12:45	12:45-1:05	1st	12:00-12:20	12:20-12:40	
4th 5th	12:45-1:05	12:25-12:45 12:50-1:10	4th 5th	12:45-1:05	12:25-12:45 12:50-1:10	4th 5th	12:20-12:40	12:00-12:20	
bth	1:10 - 1:30	12:50-1:10	bth	1:10 - 1:30	12:50-1:10	bth	12:40-1:00	12:20-12:40	
P.E. Gr. 1 M 1:40-2:30				P.E. M 1:10-2:05			NO P.E. for (<u>3r. 1 - 5</u>	
	T 1:10 - 2:05			T 1:10 - 2:05					
	W 1:30 - 2:25		Gr. 3 W 1:10 - 2:05			INCLEMENT WEATHER on Minimum Day			
	TH 1:30 - 2:25		Gr. 4 TH 1:10-2:05			(Inclement = hot (over 95 degrees) or rainy)			
Gr. S	F 1:30 - 2:25		Gr. S	F 1:30 - 2:05			Reces	5	
							10:00 - 10	0:40	
		VEATHER 5 degrees) <u>or</u> rainy)			VEATHER i degrees) <u>or</u> rainy)	min.). Pleas	e rotate with tea	0 min. break (<u>not</u> 40 cher next door. If there clease call office for	
	Reces	s		Reces	s		coverag	e.	
	10:00 - 10		10:00 - 10:40				Lunch	ŋ	
		0 min. break (<u>not</u> 40 cher next door. If there			0 min. break (<u>not</u> 40 ther next door. If there	GRADE	Cafeteria	Auditorium	
		clease call office for			lease call office for	2nd	11:15-11:50*	Pavilion	
	coverag	e.		coverag	e.	1st	11:30-12:05*	Auditorium	
	Lunch			Lunch		4th	11:50-12:20*	Pavilion	
GRADE 2nd	Cafeteria 11:25-12:00*	Auditorium	GRADE 2nd	Cafeteria 11:25-12:00*	Auditorium	3rd 5th	12:05-12:40*	Auditorium	
2nd 1st	11:25-12:00* 11:45-12:20*	Auditorium	2nd 1st	11:25-12:00*	Pavilion			Pavilion Its to wait until we call	
15t 4th	12:05-12:20*	Pavilion	1st 4th	11:45-12:20*	Auditorium Pavillion			up for dismissal from	
3rd	12:25-1:00*	Auditorium	3rd	12:25-1:00*	Auditorium		lunch an	eā.	
5th	12:45-1:20*	Pavilion	5th	12:45-1:20*	Pavilion				

Filename: BeliSchedExcel-1stGr-5thGr-18-19-REV-08-23-17.xisx (Clarke)

Kindergarten Daily Schedule

Time	Activity	Minutes
8:20 - 8:35	Greetings, Readings, Writings	15
8:35 - 9:05	~ 🛞 Math Mysteries	30
9:05 - 9:20	~ 15-Minute Math	15
9:20 - 9:50	~ Stepping Stones	30
9:50 - 9:55		5
9:55 - 10:15	Snack • Outside •) Gross-Motor Play	20
10:15 - 10:45	Cathering Circle	30
10:45 - 11:00	~ Theme Exploration	15
:00 - :25	~ STaR	25
:25 - :50	~ Write Away	25
:50 - 2:30	~~ Onch	40
2:30 - 2:45	~ Uet's Daydream	15
12:45 - 1:05	~ Write Away	20
1:05 - 1:35	D	30
1:35 - 2:15	📽 🖢 🔎 Learning Labs 💷 🗑 🗑	40
2:15 - 2:30	- Let's Think About It	15

SECOND GRADE SCHEDULE

Monday						EDI (10:25 - 11:25)	WFTB (11:25-12:00)		Math (12:40-2		Getting Along Together (2:00-2:40)
Tuesday	8:25)	8:30)		1 6	10:20)	Math (10:25-11:40)	Integrated ELA/ELD (11:40-12:00)		Integrated ELA/ELD (12:40- 1:10)	(1	P.E. :10-2:05)
Wednesday	R (8:00 -	Period (8:25- 8	LU	272 (8:8-9:58)	(10:00 -	Math (10:25-11:40)	Integrated ELA/ELD (11:40-12:00)	ch (12:00-12:40)	Integrated ELA/ELD (12:40- 1:10)	WFTB (1:10-1:55)	Designated ELD (Math Focus) (1:55 -2:40)
Thursday	D.E.A.	Passing P			Recess	Math (10:25-11:40)	Integrated ELA/ELD (11:40-12:00)	Lunch	Integrated ELA/ELD (12:40- 1:10)	WFTB (1:10-1:55)	Designated ELD (Writing/EDI Focus (1:55 -2:40)
Friday			i-Ready (8:30- 9:00)	TFK TIGRRS (9:00-10:00)		Math (10:25-11:40)	Integrated ELA/ELD (11:40-12:00)		Integrated ELA/ELD (12:40- 1:10)	WFTB (1:10-1:55)	Designated ELD (Sci/SS Theme (1:55 -2:40)





4th grade daily schedule 2017/2018

SUBJECT	DAYS	TIME	NOTES
DEAR	M-F	8:05-8:20	STUDENTS READ INDEPENDENTLY
SFA	M-TH	8:25-9:55	NO SFA ON FRIDAY
MATH	M-F	10:00-10:20 10:45-11:30	MATH TALK/REVIEW DIRCTED LESSON (2 DAYS FOR EACH LESSON. EXTENDED MATH TIME ON THURSDAYS)
ELA	M & W	11:35-12:25	FLOCABULARY FIRST 10 MINUTES
WRITING	TU & F	11:30-12:25	FREE WRITE ON FRIDAYS
ELD	M, TU, W, & F	M-W-F 1:05-1:50 TU 1:05-2:00	LEVELED ELD CLASSES (STUDENTS WILL CHANGE AT LUNCH)
CHARACTER ED	TH	11:55-12:30	
SCI/SS	M-W-F	1:50-02:35	
PSYCHOMOTOR	TH	1:05-2:20	

1ST GRADE DAILY SCHEDULE 2017-2018 MONDAY TUESDAY WEDNESDAY THURSDAY FRIDAY TIME FLOCABULARY/ FLUENCY/ 8:00-8:25AM DROP EVERYTHING AND READ 8:25-8:30AM SFA TRANSITION 8:30-9:55AM SFA 9:55-10:00AM SFA TRANSITION GETTING 10:00-10:40AM WRITING ALONG 10:40-11:00AM RECESS CALENDAR/MATH FLUENCY (EASY BREEZY/ 11:00-12:25PM MATH LUNCH 12:25-1:05PM ENGLISH LANGUAGE DEVELOPMENT 1:05-1:45PM 1:45-2:00PM COMMON CORE LANGUAGE MONDAY GETTING DISMISS @ SCIENCE/ SOCIAL PSYCHO-2:00-2:30PM ALONG MOTOR 2:10PM STUDIES/ ART 1:40-2:35PN CLASS 2:30-2:40PM EXIT TICKET 2:40PM DISMISSAL SUBJECT LIBRARY TECHNOLOGY

3rd Grade Daily Schedule

2017-2018 8:00 - 8:25 Morning Business/Fluency + D.E.A.R. 8:25 - 8:30 SFA Transition 8:30 - 9:55 SFA (M-Th) ELA (F) 9:55 - 10:00 SFA Transition 10:00 - 10:20 Recess 10:20 - 11:40 Math 11:40 - 12:20 Lunch 12:20 - 1:05 Designated ELD/Focused Writing/Speech 1:05 - 1:10 ELD Transition

ART SCIENCE

Monday	Wednesday
1:10 – 1:25 WordUp!	1:10-1:30 Grammar
1:25-1:45 Grammar	1:30-2:25 Psychomotor
1:45-2:35 SS/Science	2:25-2:40 HW/Clean
2:35-2:40 HW/Clean	Up/Exit Ticket
Up/Exit Ticket	Thursday

Tuesday

1:10 - 2:00 SS/Science

2:00-2:10 HW/Clean

Up/Exit Ticket

Art:

3/7/2018

Jp/Exit Ticket Thursday 1:10 - 1:25 WordUp! 1:25-1:45 Grammar 1:45-2:35 SS/Science

2:35-2:40 HW/Clean

5th Grade Daily Schedule 2017-18

8:00-8:05 - Morning Business 8:05-8:25 - D.E.A.R. Reading 8:25-8:30 - SFA Transition 8:30-9:55 – SFA 10:00-10:15 - Grammar Mini Lesson 10:15-10:40 - WFTB 10:40-11:00 - Recess 11:00-12:50 – Go Math 12:50-1:30 - Lunch 1:30-2:25 - Social Studies/Science/Art (M,W,Th) Character Education (Tues-2:10) 2:25-2:30 - ELD Transition 2:30-2:40 - Exit Ticket 2:30-3:15- Designated ELD sychon otor - Friday 1:30-2:25 haracter ED -Tues 1:30- 2:10 cience Lab: _____



Friday 1:10 - 1:40 Character Ed 1:45-2:30 SS/Science

2:30 - 2:40 HW/Clean Up/Exit Ticket



													Number
			Number		Number		Number		Number				of Instr.
			of Instr.		of Instr.		of Instr.		of Instr.				Minutes
		Number	Minutes	Number of	Minutes	Number	Minutes		Minutes		Minutes	Total	Above/
		of	Per	Early	Per Early	of	Per	Number	Per	Total	Req'd Per	Number of	Below
	Grades	Regular	Regular	Dismissal	Dismissa	Minimum	Minimum	of [Other]	[Other]	Number of	State	Instr.	State
Grades	Offered	Days	Day	Days	l Day	Days	Day	Days	Day	Instr. Days	Law	Minutes	Req't.
TK/K	Yes	130	329.8	33	269.8	17	234.8			180	36000	55769	19769
1	Yes	130	339.8	33	309.8	17	244.8			180	50400	58559	8159
2	Yes	130	339.8	33	309.8	17	244.8			180	50400	58559	8159
3	Yes	130	339.8	33	309.8	17	244.8			180	50400	58559	8159
4	Yes	130	339.8	33	309.8	17	244.8			180	54000	58559	4559
5	Yes	130	339.8	33	309.8	17	244.8			180	54000	58559	4559
6	Yes	130	339.8	33	309.8	17	244.8			180	54000	58559	4559
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

Pacoima Charter School will continue to implement the *Learning Forward's* seven standards for professional learning in order to increase teacher effectiveness and better academic results for all students. Learning Forward is the only association focused solely on the most critical lever in improving schools - building the knowledge and skills of educators.

- 1. *Leadership*: Professional learning that increases educator effectiveness and results for all students requires skillful leaders who develop capacity, advocate, and create support systems for professional learning.
- 2. *Resources*: Professional learning that increases educator effectiveness and results for all students requires prioritizing, monitoring, and coordinating resources for educator learning.
- 3. *Data*: Professional learning that increases educator effectiveness and results for all students uses a variety of sources and types of student, educator, and system data to plan, assess, and evaluate professional learning.
- 4. *Learning Designs*: Professional learning that increases educator effectiveness and results for all students integrates theories, research, and models of human learning to achieve its intended outcomes.
- 5. *Implementation*: Professional learning that increases educator effectiveness and results for all students applies research on change and sustains support for implementation of professional learning for long-term change.
- 6. *Outcomes*: Professional learning that increases educator effectiveness and results for all students aligns its outcomes with educator performance and student curriculum standards.

Success for All (SFA) coaches provide ongoing support tailored to teachers' needs, with onsite facilitator training and guidance in establishing component-specific teams that provide peer-to-peer support. SFAF's coaching model uses a problem-solving approach based on student data, which helps teachers set attainable goals focused on their pupils' greatest needs. It also promotes meaningful learning opportunities for teachers during the school year and helps them devise new teaching strategies. SFA coaches come 8 times through the year to conduct classroom observations of the reading classes and teacher feedback. They meet with grade level coordinators to discuss student performance and effective implementation of the SFA program. They provide 3 professional developments each year that are target reading instruction. The topics of these professional developments are determined by school performance data, classroom observations, and staff input.

Pacoima Charter School has redesigned its school calendar in order to provide collaborative planning and reflecting time for teachers.

- Paid collaborative planning is provided three hours per month after school to promote teacher communication among and within grade levels. This collaborative planning time is mandatory.
- The number of grade level collaborative planning sessions was increased by decreasing the number of faculty meetings.
- Teachers have one hour of grade level collaboration per week.

- Teaching staff is provided the opportunity to attend one conference of their choice per school year. Registration is paid by the school.
- Selected teachers participate in conferences every year (SFA, Gifted and Charter).
- Teaching staff is provided a stipend which may be used to purchase professional literature, subscribe to professional periodicals, or to take professional coursework/trainings.
- We regularly schedule staff trainings to occur on summertime, Saturdays and after school to protect instructional time.
- Throughout the year, coordinators conduct additional in-service presentations on such topics as instructional programs, data analysis, and cooperative learning.
- Grade level coordinators are certified as trainer of trainers in different subject areas.
- We added two additional mandatory professional development days to our calendar.

The focus of the next renewal cycle will be to continue to strengthen our professional development in all academic areas to ensure that teachers have the capacity to deliver the educational program. We will continue to advertise for teacher openings through Edjoin and partner universities (UCLA, CSUN, Pepperdine, etc.).We will continue to hire only fully qualified teachers as defined by CA state law.

	Торіс
Math Solutions	Effective instructional strategies for teaching Number Sense and Operations Using Number talks to develop fluency Effective Practices for teaching Fractions Strategies for teaching Measurement and Geometry
Success for All Reading	Developing Reading Comprehension and Vocabulary throughout the Day Instructional strategies that allow our students to interact with text in Meaningful ways
Amplify Science Program	NGSS training

Professional Development 3 Year Plan

	Торіс
English Language Dev.	Integrated ELD
	Designated ELD
Write from The Beginning	Narrative Writing
	Informative text Response to Writing Expository Writing

Meeting the Needs of All Students

Meeting the Needs of our English Learners

Pacoima Charter School meets the needs of our EL students by using evidence based instructional strategies that have proven to help EL students become proficient in the English language and are outlined in the 2014 CA ELA/ELD Framework.

The Enrollment Process

The enrollment process begins upon initial enrollment, parents complete the Home Language Survey (HLS) section in PCS's Student Enrollment Form, as required by state and federal law. The purpose of the HLS is to determine if a language other than English is used in the student's home.

The survey is completed by the parent or guardian upon the student's initial enrollment at PCS. The information provided on the HLS is maintained thereafter in our AERIES Student Information System (SIS) and the student's Master Plan Folder, located in the child's cumulative record. State and federal regulations require that if the student's HLS indicates a language other than English is used at home, the student's English language proficiency level must be assessed using the ELPAC. Students are assessed within 30 calendar days at the beginning of the school year, or within 2 weeks if a student enrolls during the school year.

The purpose of the English language proficiency assessment is to officially determine a student's language proficiency level in English. It is also used on an annual basis to measure progress in acquiring English. In California, the ELPAC is the state-adopted language proficiency assessment. Once a student is identified as an EL, the student is annually assessed with the ELPAC until he/she meets the eligibility criteria and is reclassified to Fluent English Proficient (RFEP).

Program for English Language Development

Structured English Immersion is the educational program that Pacoima charter uses for English language acquisition. The goal of the Structured English Immersion (SEI) program is acquisition of English language skills and access to core content so that English Learners can succeed in a Mainstream English classroom. The classroom teacher ensures that English Learners meet the ELD and grade level standards by providing high quality instruction that integrates ELD throughout the day while teaching content specific lessons. The classroom teacher also provides grade level standards content instruction that is appropriately differentiated and scaffolded in English, with primary language support for clarification throughout the day. In addition, students are homogenously group for designated ELD and are provide targeted ELD instruction at their proficiency level by a classroom teacher at least 4 times a week. Teachers keep a portfolio to help monitor the progress students are making in ELD and to ensure their language and academic needs are being met. The Reach ELD curriculum is the common core aligned program teachers have been trained to use to help meet the needs of our EL students. The focus of our ELD program is to accelerate English language development in order to minimize academic deficits that may occur, as students are not yet proficient in the language of instruction. Teachers keep records of how our English learners progressing using ELD portfolios which help to track their progress. The ELD portfolio is updated before each reporting period. Individual student progress is communicated to parents during parent conferences.

Our ELD program is evaluated based on the success rate of the students it is intended to serve. Our Curriculum and Instruction Council monitors the progress of our English learners by reviewing their progress on internal benchmarks, annual assessments, and reclassification rate. The council reviews program progress quarterly. English learners and Reclassified students are also monitored by our Student Support and Progress. English learners who are not making adequate progress are referred by the teacher to SSPT where a meeting is held. During the meeting an intervention plan along with measurable learning goals are created for the student and strategies are suggested. The SSPT monitors the child's response to intervention to determine if goals were met and next steps for further intervention if needed.

Criteria Used for Reclassification

ELs are reclassified to fluent English proficient based on the following multiple criteria that are identified in the California Education Code and recommended by the State Board of Education (SBE). The minimum criteria to be considered for reclassification are:

- Score of Basic or above on internal benchmark assessments in English-language arts
- English proficiency on the ELPAC: Overall level of well developed (level 4) or moderately developed (level 3)
- Teacher evaluation based on student grades/progress report marks*
- Parent consultation and approval

In the event that a student meets the ELPAC and internal benchmarks assessment criteria but not the grade/ progress report mark requirements, the Students Support and Progress Team must meet to analyze other student data that demonstrates grade-level proficiency. The following multiple measures may be considered:

- Score of Basic or higher on PCS-adopted standards-based ELA assessments
- REACH ELD Assessments
- Authentic student work samples, especially writing samples

Reclassification Process

The grade level coordinator responsible for ensuring that ELs who meet the eligibility criteria are reclassified in a timely manner. The grade level coordinator must generate rosters from the SIS database of EL students who have met the ELPAC criteria. This process begins when the official results of the ELPAC are released, as well as at the end of each reporting period (elementary)

- 1 Grade level Coordinators review the rosters for accuracy and missing data (e.g. missing ELPAC scores for a specific language domain).
- 2 Students who have met the reclassification criteria are identified and parents are informed of their proficiency, both orally and in writing.
- 3 Parents must review and sign the Notification of Reclassification.

Monitoring Progress of Reclassified Students

At least once yearly, a Student Support and Progress Team (SSPT) meets to review the performance and progress of RFEP students, using the RFEP Monitoring Roster. The SSPT includes the principal or designee, Curriculum Coordinator, the student's classroom teacher(s), and other personnel as appropriate, such as counselors, resource teachers, intervention teachers, Director of Instruction, EL Experts, and/or parents of the student being reviewed. The review of students who have met reclassification criteria takes place in late summer/early fall after the release ELPAC scores and by teacher request for students not meeting proficiency benchmarks in Language Arts or Math. In addition to meeting for progress monitoring of students not meeting proficiency benchmarks, the SSPT will maintain a report to keep a record of RFEP student progress that will include, but is not limited to, periodic assessment results, curriculum embedded assessments and teacher evaluation reports.

The Director of Instruction coordinates the monitoring of reclassified students. All RFEP students are monitored at the end of each reporting period (elementary) for a minimum of two years following reclassification. If a student is not making satisfactory progress after reclassification, the SSPT must meet with the classroom teacher(s) to develop an intervention instructional plan with specialized support.

Appropriate intervention measures may include, but are not limited to, any of the following:

- Student/teacher/parent conference
- After school tutoring
- Specialized reading, writing, or math instruction
- Content-based language development support classes
- Primary language support
- · Placement in reading, writing, or math support class
- After-school academic support
- Intervention/Intersession classes
- Extended day and year opportunities

Reclassifying English Learners with Disabilities

The reclassification criteria applies to EL Special Education students being considered for reclassification. The IEP team should be consulted when reclassifying an EL with disabilities. IEP teams should verify that in addition to meeting the criteria for reclassification, students with ELD goals in their IEPs have mastered those goals before the students are reclassified.

Process for Annual Evaluation of the School's EL Program(s)

The Curriculum and Instruction Council is in charge of analyzing data and monitoring progress of English Learners. This data is reported to all stakeholders during our *Leading for Success* and Governance Board meetings every quarter. The English Language Advisory Committee reviews the student progress data and the effectiveness of our programs. They advise the School Site Council on the development of the Single Plan for Student Achievement.

Meeting the Needs of Socio-Economically Disadvantaged Students

All components of our educational program apply to our Title 1 students. Students are identified when they enroll by using the Household Income Data Collection (HIDC) and the Student Residency Questionnaire. The information is maintained thereafter in our AERIES Student Information System (SIS). Aeries allows us to generate reports that help to monitor our socio-economically disadvantaged students. The majority of PCS' students fall into this category. Students who are not achieving grade level standards and/or are in need or socio-emotional support are referred to SSPT. SSPT determines an appropriate intervention plan and services which include, in-class intervention, tutoring, and socio-emotional support. Students are closely monitored by teachers and grade level coordinators and follow up meetings with the SSPT are held to evaluate impact of intervention and determine next steps. SSPT meets weekly to monitor and screen for students. The Social Work Department offers counseling, support groups and lead parent workshops

- A class size of 24 students in grades K-3 and 28
- in grades 4 and 5
- School Psychologist and 14 Applied Behavioral Analyst interns
- Two full-time speech pathologists
- Doctor and Nurse Assistant
- Social Worker, MSW Assistant and 8 MSW interns
- Positive Behavior Facilitator
- Librarian
- STEAM Team (full-time science, technology, engineering and art teachers)
- Two full-time computer technicians
- Parent Center classes
- Field Trips to enhance the curriculum
- Computers in all classrooms and library
- Laptop ratio 1:1 in grades 3-5
- Laptop ration 2:1 in grades 1-2
- Culturally relevant literature in all classrooms and library
- After School programs (21st Century Kids and LA's Best)
- State Pre-school for 3 and 4 year olds
- Playgroup for 2 and 3 year olds

- Reading is Fundamental (RIF) Program
- Intervention Team which monitors students' progress and refers to appropriate interventions
- Intervention and Enrichment Intersessions
- Tutoring Classes during the school day and after school
- Saturday School
- Summer STEAM Camp
- Family Support Team (FST) that works closely and proactively with school staff, families, and community members to increase attendance, deepen family involvement, and add community resources to support families and increase student achievement.
- Second chance breakfast and supper
- Students are monitored by SSPT

Meeting the Needs of Gifted and Talented (GATE) Students

Pacoima Charter School is committed to working diligently to provide a variety of strategies that identify and support gifted and talented students. Pacoima Charter offers the following opportunities:

- Gifted Sub-Committee is responsible for identifying, testing and monitoring students
- IReady computer program which individualizes instruction designed to meet the specific learning needs of each student
- Differentiation in the classroom to meet the specific needs of student
- Continue to use LAUSD GATE services to identify Gifted Students for Intellectual Ability
- Administer OLSAT 8 to 2nd grade students to screen and identify high achieving students
- Enrichment Program to sustain Proficient and Advance students
- Placement of students in gifted/high achieving clusters
- Communication with and development of positive relationships with the student's parents
- Enrichment afterschool Program to challenge these students: Speech and Debate, Glee, Engineering, Robotics, Art, Music, Summer STEAM Camp
- Placement of students in gifted/high achieving classrooms- Honors Program
- Full time psychologist
- Annual Gifted and Talented Conference for teachers
- Competitions- Science and Engineering Super Quiz, FLL Robotics, Rally in the Valley Robotics, Speech and Debate Tournaments

The GATE committee monitors the progress of our GATE children. This is committee is a subcommittee of our Curriculum and Instruction Council.

Meeting the Needs of Students Achieving Below Grade Level

Students who are not achieving grade level standards receive additional support through a series of intervention options. Underperforming students are identified using the iReady reading and math quarterly diagnostics, Reach quarterly assessments, and quarterly Writing Performance tasks. Students performing below grade level are identified by SSPT. Teachers can also refer students to SSPT. SSPT determines an appropriate intervention plan and services to be provided for each student. Students are closely monitored and follow up meetings are held to evaluate impact of intervention and determine next steps. SSPT meets weekly to monitor and screen for students.

- One-on-one tutoring for students in grades 1-3 that are reading below grade level using SFA's *Alphie's Alley* computerized programs. The tutoring program is designed to foster beginning readers' phonemic awareness, phonics, fluency, and comprehension skills.
- In-School Tutoring provides opportunities for students to succeed by employing a variety of instructional strategies. This program takes place during school.
- Homework Assistance Program- provides opportunities for those students who are struggling to meet grade level standards and need additional support with assignments
- Saturday School
- Additional 30 minutes of instruction in 1-5th grade classes.
- After school programs provide additional opportunities for learning through the following programs: LA's Best, YPI, Homework Assistance Program, Clubs (Science, Robotics, Engineering, Art, Minecraft, Music, Cooking, etc.)
- A class size of 24 students in grades K-3 and 28 in grades 4 and 5
- School Psychologist and 14 Applied Behavioral Analyst interns
- Two Full-time Speech Pathologists
- Doctor and Nurse Assistant
- Social Worker, MSW Assistant and 8 MSW interns
- Positive Behavior Facilitator
- Library Technician
- STEAM Team (full-time science, technology, engineering and art teachers)
- Two full-time computer technicians
- Parent Center that provides referrals to community services and parent classes
- Field Trips to enhance the curriculum
- Computers in all classrooms, and library
- Laptop ratio 1:1 in grades 3-5
- Laptop ration 2:1 in grades 1-2
- Culturally relevant literature in all classrooms and library
- After School programs (YPI and LA's Best)
- Before School programs (YPI and Beyond the Bell)
- State Pre-school for 3 and 4 year olds
- Playgroup for 2 and 3 year olds
- Reading is Fundamental (RIF) Program
- Intervention Team which monitors students' progress and refers to appropriate interventions
- Intervention and Enrichment Intersessions
- SSPT that works closely and proactively with school staff, families, and community members to increase attendance, deepen family involvement.

Meeting the Needs of Foster Youth

Foster youth students are flagged into the Aeries SIS upon enrollment to PCS. Determination is made based on court papers presented at the time of enrollment. Students receive the same services and resources that all PCS's students received. In addition, the Social Work Department monitors attendance, academics and behavioral data for all students in this group. They act as a bridge between DCFS and the school. The Department provides mental health services to both students and families.

A Typical Day at Pacoima Charter School

A typical day at Pacoima Charter School begins with staff and students eager and enthusiastic to begin their day. Every day at Pacoima Charter School begins by meeting basic needs of students and staff.

6:00-7:15 The Stage is Set for Learning

The Ready, Set, Go and YPI Programs open the auditorium and library to receive children. The plant and cafeteria managers are first to arrive and set the stage for learning. As early as 6:10 am children are dropped off by parents needing early supervision due to their job hours, Children assemble in the auditorium supervised by two assistants.

The plant manager makes his rounds, inspecting the campus for safety and cleanliness. The cafeteria manager fires up the ovens, and prepares a selection of a hot entree and 3 cold cereals for students to choose from. Likewise, the cafeteria staff prepares the staff dining room with warmth and smell of fresh food and hot coffee.

At 7:00 am, the office manager and two office assistants arrive and open the school's information hub for business, Students and staff are provided with a safe, clean, and productive environment.

7:15-7:50 Health and Safe Mornings

Once the stage is set, the audience (students) arrives. Teachers arrive and prepare their classrooms for a productive day. Students are drawn to the cafeteria by smells of fresh breakfast options. After breakfast, they are ushered to the playground. Upbeat children songs coming from the yard speakers fill the atmosphere and help create a cheerful environment that encourages play in designated areas under supervision.

Additional players join the cast of staff keeping watch over our students. The outside, parent volunteers don their safety uniforms, lay out street cones, and welcome students to school through our School Valet Program on Herrick and Norris Ave. Each student is greeted with a smile and a kind word before he/she even steps out of their car. Inside, our campus security aide arrives and joins the crew of parent and supervision workers watching over our students. Administrators and coordinators are present facilitating the educational programs for the day.

7:50-8:05 Fresh Start

Promptly, the teachers join their class on the playground to escort them to their class to ensure students are in their seats by the time the bell rings ready for instruction. At 8:00 am the bell chimes 8 times. The day begins with the teacher taking roll, settling in and conducting a patriotic assembly.

At the Pacoima Enrichment Academy students are walked to the playground from the valet drop off. The teachers pick students up from the yard and escorts students to the classrooms at 8:30 am.

8:05-8:25 Instructional Day begins

Students take out there favorite reading material to prepare to read silently. As the students are reading, the teacher conferences with selected students. Conferencing at this time is used for students to share about what they are reading and provide insight about their book. Fluency is also monitored at this time.

8:25-8:30am Transition Music begins

A classical musical selection is heard coming from the PA system and the students begin to transition to their reading class.

8:25-9:55am SFA Reading Time

This time is specifically set aside for the successful learning of reading strategies and skills. Directors and coordinators conduct classroom observations to monitor the effectiveness of teaching instructional and student practices.

9:55-10:00 Transition Music signals the end of SFA reading time.

10:00am -12:00pm Recess and Instruction

After a 90 minute period of reading instruction, several activities or time blocks are planned to support the learning of students.

- Recess is utilized as a time of recreation and rejuvenation; a second chance breakfast is offered for those who missed eating the first time around. The other children are monitored and encouraged to participate in active play.
- The STEAM classes are conducted and provide standards based instruction in their specific content. Each STEAM specialist develops a schedule for students to participate in weekly classes.
- Classroom instruction continues and is focused on grade level standards and instruction driven by data analysis.
- Intervention throughout the day.
 - Daily tutoring is provided, one on one, for a solid twenty minutes for students reading below grade level by the SFA tutors
 - Full time positive behavior facilitator checks in and sees students in need of positive behavior intervention
 - Special education students receive their intervention through full inclusion and push in and pull out services.

- I-ready and Imagine Learning, our computer based math and literacy interventions that are individually leveled for each child, is implemented in the classroom and are used to help facilitate differentiation. Teachers also used lessons generated by these programs for small group intervention instruction.
- SFP meetings take place with specific staff members and parents to discuss the regular and special education needs of students in our school community.

12:00-1:30 Power Lunches and Instruction

After a reenergizing recess and healthy dose of instruction, children continue with their day.

- Three Healthy options for lunch are provided to the students. We believe that the healthier lunch choices students have, the more likely students will eat their lunch.
- Classroom instruction continues and is focused on grade level standards and instruction driven by data analysis,

1:30 -2:10 Physical Education and Instruction

- A structured, standards based Physical Education program is implemented once a week for each grade level by classroom teacher and P.E personnel. During this P.E period the specific grade level meets for grade level articulation.
- Classroom instruction continues and is focused on grade level standards and instruction driven by data analysis.

2:10-2:40 Extended School Focus and Dismissal

- Classroom instruction continues with an emphasis on integrating additional English Language Development and specially designed academic instruction in English.
- All intervention continues
- On Tuesdays, student instructional day end at 2:10 and teaching staff attend grade level or faculty meetings.

2:40-3:15 Dismissal and Extended Instruction in ELD for 4th and 5th grade students

- Teachers transition students to end the day
- Designated ELD instruction continues till 3:15 for students in grades 4 and 5
- Students are walked to the assigned dismissal gate,
- Administrators and coordinators report to dismissal gate to supervise safe exit.
- Students participating in after school programs line up with the assigned playground worker at the specified dismissal gates.

2:40-6:00pm Afterschool Programs, Planning, and Interventions

- Two after school programs offer safe haven for some 450 students enrolled in LA's BEST and YPI.
- Council meetings are held on Wednesdays
- After school interventions take place in the library, offering intervention through online invention programs and providing assistance with homework.
- The STEAM specialists meet with students in after school clubs
- An instrument music teachers provide lessons in drumming, violin, and guitar.
- Enrichment Activities are also made available for GATE students

• The Chef provides cooking classes for students that focus on social studies, geography and learning about different cultures around the world.

6:00-10:30 The Closing Act

- Afterschool program personnel wait for children to be picked up that are left after the close of the program,
- Building and Ground Workers clean classrooms and finish preparing the site for another day of learning, before securing the site and leaving for the evening.

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

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

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

MEASURABLE GOALS OF THE EDUCATIONAL PROGRAM

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

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

STANDARDIZED TESTING

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

Methods of Assessment

Pacoima Charter School will continue to disaggregate data and analyze the results to guide instructional decisions that will affect student outcomes. Most importantly, tests, exams, and classroom assessments will be aligned to the standards. In order to support our instructional program and meet our identified student outcomes, assessments provide a variety of methods to monitor progress.

• *IO Assessment* is a tool used to create standards-based tests in all curricular areas. Students are given weekly quizzes in math and ELA. Scores and item analysis reports are printed

immediately after scoring. The item analysis report shows the student score, percent correct/incorrect, and the selected answers. It also provides classroom and individual reteaching sheets for standards which were not mastered Other reports frequently used include Performance Band reports, Student Profile reports, and Class Summary reports.

- Multiple *Reading Assessments*, provided by Success for All, are formative, summative, standardized and authentic. Data received is used to evaluate student progress in reading, place students at their instructional level, focus teaching on the necessary language arts standards, and design staff development in areas of our pupil's needs. Each student's individual progress is documented and kept on file on a database called Member Center. Member Center is a database that organizes school and student data so teachers and school leaders can set goals, see progress, celebrate successes, and identify problem areas quickly. Member Center allows teachers to have an ongoing record of student progress to facilitate differentiated instruction, celebration of student success, and easily communicate reading progress with parents. Tools on Member Center allow instructors to track the quality of students' written and oral responses to text related questions and their use of key reading comprehension strategies. SFA Assessments include: Standardized Quarterly Assessments, Weekly Story Tests, Weekly Team Score Sheets, Weekly Phonics Assessments (in 1st grade levels), and Stepping Stones quarterly assessments (Kinder).
- *Writing Assessments* (Performance Assignments) are scheduled three times during the school year to monitor the students' progress and growth in writing. Data is collected using Write from the Beginning's Writing Proficiency Class Report. Teachers use this report to gather data, determine writing targets, and set goals.
- *English Language Development (ELD) portfolios* are used to monitor progression towards mastery of ELD standards. Portfolios are completed by the classroom teacher after each reporting period (3 times a year) and are reviewed by the grade level coordinator and the SSPT.
- *The Implementation Self-Assessment Guide (ISAG)* is used to connect teacher instruction and student learning. It provides information on the desired student and teacher outcomes that should result from the instruction and learning activities. The ISAG is used by classroom teachers 3 times a year.

Benchmarks

- *Iready Reading and Math Quarterly Benchmark Diagnostic Assessments* are scored using technology. The results are used to monitor students' progress of skills taught and target skills not mastered. Iready diagnostics also predict the students' reading and math achievement on the SBAC test on a quarterly basis. These predictions allow time to revise instructional strategies, identify areas of difficulty and help teachers effectively target instruction. I-Ready reading and math Diagnostics are given quarterly.
- *English Language Development:* Students' progress toward the ELD standards is monitored using the portfolios. Teacher meets with the grade level coordinator to review the student

progress and work samples, and make the decision to promote the student to the next ELD level. Students also take quarterly Reach ELD assessments that assess listening, speaking, reading, and writing development. Pretest is given at the beginning of the school to determine ELD achievement and determine areas of need. Midyear assessments are given midyear to assess progress in language development. A post-test is given at the end of the year to assess student achievement.

- *Roots assessments* are given to 1st grade students to assess phonemic awareness, decoding, reading comprehension. Results from assessments are used to determine instructional reading levels and mastery. Assessments are given every 8 weeks.
- *Solos Assessments* are given to Kinder and 1st grade students to assess receptive and expressive oral language. Student outcomes are used to monitor oral language proficiency and vocabulary development. Assessments are given every 8 weeks.
- *Stepping Stones Assessments* are given to Kinder students quarterly to assess phonemic awareness and decoding. Results from assessments are analyzed and used to develop reading goals for students. Assessments are given every 8 weeks.
- *Science Quarterly Assessments* are given to 4th and 5th grade students to determine mastery of science standards. Assessments are generated through IO Assessment system.

Data Analysis and Reporting

Pacoima Charter School will continue to make data analysis a priority. Pacoima Charter School agrees to comply with the provisions of the Family Educational Rights and Privacy Act ("FERPA") regarding the release of students' education records to organizations. The following actions will be used:

- Continue to follow the Goal Focused Implementation Process developed for Success For All Foundation to analyze student performance data to determine effective plans in meeting state content standards, to provide information on program effectiveness and evaluate the success of our instructional programs.
- Data meetings are conducted monthly to disaggregate, analyze data compiled, discuss root causes, determine targets, and set SMART goals.
- Compilation of the data are shared and reviewed with teachers and parents/guardians to further investigate and discuss instructional practices.
- Analysis of assessment data informs instruction, provides a basis for the allocation of resources and designs on-going professional development plan.
- Implementation visits by SFA and Math Solutions address instructional issues that have been identified through data collection and mini-workshops are conducted to increase the effectiveness of teaching strategies.
- The Student Support and Progress Team (SSPT) is used as a vehicle in developing a variety of systemic and school-wide interventions that utilize a cross section of the school community to address identified student needs. Members of the SSPT team represent all areas of the school (Attendance, Intervention, Language Appraisal, Behavior, community, parent, etc.).
- *Leading for Success* meetings are held quarterly to inform all stakeholders how the school is doing in regards to student progress. Each team is responsible for presenting their data, challenges and successes.

Staff Communication

Performance expectations and results are communicated to the staff through Faculty Meetings, weekly Grade Level Meetings, Professional Collaborations, and/or Council Meetings. These meetings are direct result of the continuous monitoring of data received from assessments and benchmarks. These meetings will share and receive suggestions for improvement to all interested parties (Councils, the Parent Leadership Advisory Committee, etc.). The outcomes of these meeting will dictate PCS's Professional Developments.

Parent Communication

PCS will continue to educate and inform Families and Community stakeholders about student academic progress, achievement, and expectations. We will continue to hold Parent Academy meetings to explain the California Standards, show examples of proficient student work and communicate grade level expectations. Monthly reports will be provided to the Parent Leadership Advisory Committee (PLAC) for the continuous monitoring of our school's educational program using data from assessments and benchmarks. Parents will in turn communicate any concerns and/or suggestions to the appropriate Council.

At the Back-to-School Night event, teachers will inform parents about the concepts and skills that students are expected to learn and the criteria that are used to evaluate student performance. During parent-teacher conferences, parents will be informed on how their child is progressing toward the achievement of the standards.

Other Stakeholders Communication

Pacoima Charter will continue to communicate academic achievements though our website and social media.

Grading, Progress Reporting, and Promotion/Retention

Students receive a Progress Report three times a year (November, March, and June). Benchmark assessments for Reading are given every quarter and three times a year for math.

Teachers maintain students' grades and progress on an electronic grade book program. Teacher grade books are auditable documents and are maintained digitally by AERIES network services. Final grades for a school year are maintained in the student's cumulative permanent record. Grades serve as an evaluation of content mastery. The on-line progress reports generated by AERIES report system are used to record student progress and communicate expectations for learning every trimester.

The following is our school's grading scale that was adopted by PCS Curriculum and Instruction Committee:

Grading Scale		
4	100-95	
3	94-70	
2	69-50	
1	<49	

Retention Policy

Pacoima Charter School follows the Retention Policy as outlined by the Californian Department of Education (CDE).

The general education teacher provides additional (in classroom) interventions for students not meeting grade level standards. Parents are contacted and notified as soon as possible whenever a student is not meeting grade level standards and must be notified by the first reporting period with an Unsatisfactory Notice.

General education teacher will follow the Student Support and Progress Team (SSPT) referral process for Elementary School. Through the SSPT process, additional supports are put in place. Supports can be in class or outside of the classroom interventions (Tier2). If student continues to not meet grade level standards, parents are informed of the risk of retention by the second reporting period via a second Unsatisfactory Notice.

A student not making appropriate growth through the SSPT process is recommended for retention. The Retention Committee meets to conduct a case study and the Retention Committee determines if a student is promoted or retained.

When a parent does not agree to retention, the Retention Committee will revisit the case study of said student, but the final decision lies with the Committee. If parent continues to disagree with the retention decision after it is revisited by the Retention Committee, the parent can appeal the decision to the Pacoima Charter School Board.

Parents requesting an appeal must contact the Director of Instruction and request that their case be heard by the Board at the nearest (upcoming) Board Meeting. The Director of Instruction places the request for appeal on the Agenda and a member of the Retention Committee is invited to attend said meeting to present an overview/summary of the reasons that the student was recommended for retention. The parent is given time to argue their case against retention in front of the Board. Based on the information presented to the Board, the Board makes a decision for promotion/detention.

Element 4 – Governance

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

GENERAL PROVISIONS

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

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

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

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

LEGAL AND POLICY COMPLIANCE

Charter School shall comply with all applicable federal, state, and local laws and regulations, and District policies as it relates to charter schools adopted through Board action Charter School shall comply with all applicable federal and state reporting requirements, including but not limited to the requirements of CBEDS, CALPADS, the Public Schools Accountability Act of 1999, and Education Code section 47604.33.

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

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

67

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

TITLE IX, SECTION 504, AND UNIFORM COMPLAINT PROCEDURES

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

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

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

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

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

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

Responding to Inquiries

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

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

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

NOTIFICATION OF THE DISTRICT

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

STUDENT RECORDS

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

PARENT ENGAGEMENT

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

FEDERAL PROGRAM COMPLIANCE

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

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

Non Profit Public Benefit Corporation

Pacoima Charter School started operating as a California Nonprofit Public Benefit Corporation on July1, 2012 pursuant to California law.

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

Stakeholder Involvement

Pacoima Charter School will continue to build on a governance structure that allows every staff member, and encourages every parent and community member, to fully participate in the school improvement efforts. Councils will be inclusive of all facets of the community including parents, staff, and members of the community. Meeting information will be posted on the school's website, bulletin boards and our parent communication system *Parent Square*. The first meetings for Parent Academies and Coffee with the Principal are dedicated to teach parents how to navigate the website and our parent communication system.

Parents have a very important role in the decision-making at our school. They are active members of the School Site Council (SSC), English Language Advisory Council (ELAC) and the Parent Leadership Action Committee (PLAC). Parents also participate in the school council/committees and Special Governance Board. The Parent Leadership Action Committee (PLAC) is open to all parents who wish to join. There are no requirements for membership. The SSC council is composed of the following members, the principal, teachers elected by other teachers, other school personnel elected by other school personnel, parents elected by other parents. Classroom teachers are the majority on the school staff side. Each member has equal voting rights. The Executive Director is responsible for the elections of staff members. Half of the membership shall be (a) Executive Director, classroom teachers and other school personnel (staff side); and half shall be (b) parents, or other community members elected by the parents (parent side). The council will be made up of no fewer than 10 members. The English Language Advisory Committee is composed of 51 percent of parents of children participating in the English language development program. Elections for both the SSC and ELAC take place at the last meeting of the school year. The process by which the school will consults with all stakeholders (parents, teachers, staff, administrators, and students) to develop its LCAP and annual update is the following:

- LCAP surveys are sent out to all parents and staff members. Results are tally by the Business and Finance Council
- Flyers, Parent Square announcements and monthly Parent Calendar are sent out promoting the LCAP meetings
- School Site Council is involved at all stages of this process
- During the parent meetings (2), results of the surveys are reviewed and parents have the opportunity to give input.
- The final LCAP is presented to the SSC, SGB for final approval
- The final LCAP is presented to all parents at the end of the year meeting

The first Parent Academy is dedicated to teach our parents how to navigate our website and how to find relevant information.

Special Governance Board (SGB)

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

Composition and Member Selection

The Special Governance Board shall have at least five (5) and no more than nine (9) directors. All directors shall be members of the community. All Directors shall be appointed by the Board, based upon nominations received by other Board Members. Parents and employees may also submit candidate recommendations directly to the Board President. The Board is composed of a Lawyer, a College Professor, a Certified Public Accountant, a LAUSD Principal, a LAUSD Assistant Superintendent and two community members. This composition benefits our school because it brings the expertise necessary to keep us true to the ideals set forth in our charter. All the areas are covered: Instruction, Legal, Financial and knowledge of our sponsoring district.

Each director shall hold office unless otherwise removed from office in accordance with these bylaws for two (2) years and until a successor director has been elected as required in the bylaws.

Board members will ideally have experience in one or more of the following areas: education, government, law, business, finance/accounting, fundraising, facilities, or public relations.

Events Causing a Vacancy on the Board

A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death, resignation, or removal of any director; (b) the declaration by resolution of the Board of Directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; or (c) the increase of the authorized number of directors.

Resignation of Directors

Except as provided below, any director may resign by giving written notice to the Chairman of the Board, if any, or to the President, or the Secretary, or to the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the Board of Directors may elect a successor to take office as of the date when the resignation becomes effective.

Director may not Resign if no director remains except on notice to the California Attorney General, no director may resign if the corporation would be left without a duly elected director or directors.

Removal of Directors

Any director may be removed, with or without cause, by the vote of the majority of the members of the entire Board of Directors at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and of the removal questions are given in compliance with the provisions of the Ralph M. Brown Act. (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code). Any vacancy caused by the removal of a director shall be filled as provided in Section 12.

In accordance with Education Code Section 47604(b), the District may appoint a representative to sit on the Board of Directors. If the District chooses to do so, the Charter School may appoint an additional member to ensure that the Board is maintained with an odd number of Directors.

Governance Procedures and Operations

- The Special Governance Board (SGB) and all Council meetings are open to the public and will follow Government Code Section 54950 et seq. (Brown Act).
- The Board Secretary shall post their agenda in a public location within seventy-two (72) hours prior to their scheduled meeting.
- Robert's Rules of Order for conducting meetings will be followed to the extent that it is consistent with the Brown Act.
- Meetings will be conducted at least 6 times a year.
- Minutes of each meeting are taken and posted within 72 hours in a public location.
- A majority of the directors then in office shall constitute a quorum. All acts and decisions of the SGB will be by the majority vote of the directors in attendance. Should there be less than a majority of the directors present at any meeting, the meeting shall be adjourned. SGB directors may not vote by proxy.
- Meetings and actions of the SGB are governed by the provisions of the SGB Bylaws. Minutes of each meeting are kept and filed with corporate records.

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 school district in which the Charter School 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; 1 e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Directors directly at each teleconference location; and f. The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.

Responsibilities

The Board shall perform the following duties to set the strategic direction and provide oversight in finances, operations, curriculum and policies of the Charter School, in a manner that is in the best interest of Pacoima Charter school community:

- Follow the District and Pacoima Charter School Conflict of Interest Policy.
- Review, revise and adopt school-wide *Mission and Vision* statement.
- Evaluate the Executive Director.
- Adopt school wide goals.
- Recruit and train new Board members.
- Responsible for the selection of directors and assistant directors with the input from Policy Councils and Leadership Team.
- Review and approve the annual budget, ensure fiscal health, and make short term and long-term investments.
- Ensure that Pacoima Charter School is fair and inclusive in its hiring and promotion policies for all Board, administrative, and employee positions.

- Ensure that Pacoima Charter School promotes positive working relationships among staff, parents, administrators, the Board and the community.
- Monitor the work of the Policy Councils to ensure that fundamental principles and general policy guidelines are translated into effective operational programs and procedures.
- Serve as an appeal agent related to personnel matters.
- Review, revise, and adopt policies related to student suspension & expulsion.
- Determine school organization and administrative structure.
- Review facilities request & negotiates facilities contracts over \$50,000.

The Board may initiate and carry on any program or activity or may otherwise act in a manner which is not in conflict with or inconsistent with or preempted by any law and which are not in conflict with this charter or the purposes for which schools are established.

The Board may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an employee of Pacoima Charter School any of those duties with the exception of budget approval or revision, approval of the fiscal audit and performance report, and the adoption of Board policies. The Board however, retains ultimate responsibility over the performance of those powers or duties so delegated. Such delegation will:

- Be in writing;
- Specify the entity designated;
- Describe in specific terms the authority of the Board of Directors being delegated, any conditions on the delegated authority or its exercise and the beginning and ending dates of the delegation; and
- Require an affirmative vote of a majority of Board members.

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

Policy Councils and Advisory Committee

In an effort to create an environment of autonomy and participation, a condition of employment at Pacoima Charter School requires every certificated staff member to participate in a council. These governance meetings are in addition to any faculty, staff development, and grade level meetings. Parents and classified personnel are highly encouraged to participate in all councils.

Councils and Committee Member Composition

In order to provide representation of all stakeholders to any council or committee, the following applies

- Members in each council can be faculty, parents and community members, but may only serve as a voting member on <u>one</u> council.
- Each full-time employee must be a participating member of a council (new teachers are exempt for their first year). All other employees will be encouraged to participate.
- In order to create continuity and consistency, all members of each council serve a twoyear term on the same council.
- Eligible staff members apply and indicate their preference for a specific council every year.
- The Parent Leadership Action Committee (PLAC) is open to all parents who wish to join. There are no requirements for membership.
- The SSC and ELAC members are elected by their peers as indicated in the by-laws.

Business and Finance Council (BFC)

- Review and recommend to Special Governance Board a yearly budget
- Review financials
- Research, write and apply for grants
- Interview and select new certificated staff members (teachers and substitutes)
- Determine facilities projects (short/long term, cosmetic, safety, etc.)
- Determine furniture needs and equitable distribution
- Review and update safe school plan
- Maintain maintenance needs and safety assurances
- Respond to facilities surveys and inspections
- Review and recommend policies to the Board (retirement, health benefits, etc.)

Curriculum and Instruction Council (CIC)

- Monitor the implementation of Common Core Standards for all content areas
- Monitor the implementation of all school-wide programs
- Monitor the implementation of the Master Plan for English Learners
- Monitor implementation of the Technology Plan
- Monitor Special Education Program
- Review student outcomes annually and design action plans (SPSA, LCAP, WASC)
- Review instructional materials and texts
- Work in collaboration with Operations & Finance Council to access grant awards
- Monitor and review suspension/ expulsion procedures and data
- Implement student attendance & discipline/behavior policies
- Monitor schedules of curricular trip destinations

• Draft school calendar and daily schedules

Network and Outreach Council (NOC)

- Schedule & plan schoolwide instructional and support events
- Monitor implementation of school uniform policy
- Monitor home/school compact
- Assist with the with the coordination of community services & fairs
- Coordinate participation of business partners
- Coordinate & encourage community activities
- Recruit volunteers (parents/community members)
- Coordinate parent recognition assemblies
- Organize & monitor parent volunteer hours
- Develop and plan parent classes
- Interface with Parent Center representative
- Participate in the Parent Leadership Advisory Committee

School Site Council (SSC)

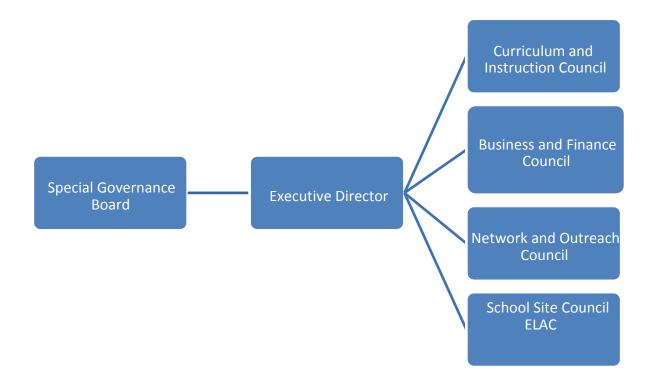
The School Site Council (SSC) is composed of teachers, parents, and classified employees. They work with the executive director to develop, review and evaluate school improvement programs (SPSA, WASC, LCAP, etc.) and school budgets. The members of the SSC are elected by their peers. Half of the council is composed of staff members and the other half of parents and guardians.

English Language Advisory Committee (ELAC)

English Language Advisory Committee (ELAC) is composed of parents of English Learners who use the committee meeting as a platform to express their concerns and ideas to the school, and to provide recommendations to the School Site Council regarding programs and services for English Learners. The members of the ELAC are elected by their peers. Parents and legal guardians must constitute at least 51 % of the membership.

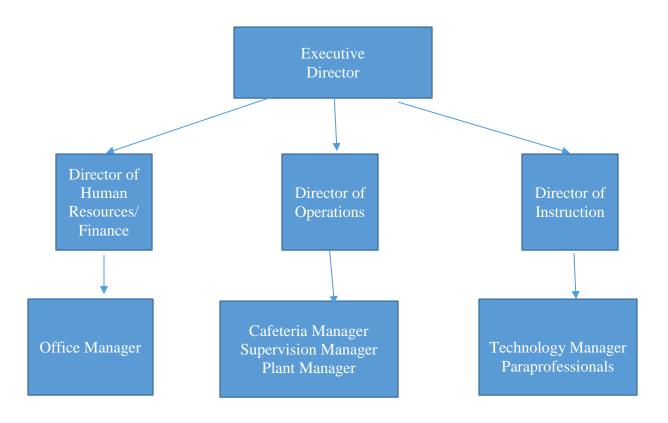
Parent Leadership Action Committee (PLAC)

The Parent Leadership Action Committee's purpose is to maintain parents informed about the decisions that are made in the school's councils. The PLAC is also involved in planning activities for both parents and students. PLAC is open to all parents.



Pacoima Charter School Governance Structure

Leadership Structure



Element 5 – Employee Qualifications

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

EQUAL EMPLOYMENT OPPORTUNITY

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

ESEA/ESSA AND CREDENTIALING REQUIREMENTS

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

Qualifications of Executive Director

Executive Director must:

- Hold a valid California Multiple Subject Credential
- Hold a California Preliminary Services Administrative Credential
- Have a Master's Degree
- Have at least five years of successful teaching experience.
- Have at least 5 years of administrative experience.

Qualifications of Directors

Directors must:

- Hold a valid California Multiple Subject Credential
- Hold a California Preliminary Services Administrative Credential
- Have a Master's Degree
- Have at least five years of successful teaching experience
- Have at least five years of coordinator experience.

Qualifications of Grade Level Coordinators

All Grade Level Coordinators must have:

- A valid California teaching credential from the Commission on Teacher Credentialing
- At least 5 years teaching experience
- Experience directing additional school activities (e.g. summer, Saturday school)

Qualifications of Teaching Personnel

All teachers must have:

- A Bachelor's Degree
- A valid California teaching credential from the Commission on Teacher Credentialing

Classified Personnel: Qualifications will be specific to position

The Human Resources Department keeps job qualifications for building and grounds, office, cafeteria, paraprofessionals, and supervision personnel on file.

Job Description of Key Personnel

Executive Director

- Supervise day-to-day operation of the school
- Oversee the instructional program
- Evaluate staff effectiveness
- Oversee the business practices of the school
- Provide opportunities for professional growth
- Attract new resources to the school
- Provide effective communication with community/families
- Assist with scheduling
- Support discipline of students
- Adhere to all Charter School policies as established by the Policy Councils
- Ensure school complies with all State and Federal mandates
- Ensure school meets the criteria for WASC accreditation and LAUSD renewal
- Liaison between the school and outside organization
- Seek funding opportunities

Directors of Instruction

- Oversee the instructional program
- Evaluate staff effectiveness
- Provide opportunities for professional growth
- Provide effective communication with community/families

- Assist with scheduling
- Support discipline of students
- Adhere to all Charter School policies as established by the Policy Councils
- Ensure school complies with all State and Federal mandates
- Ensure school meets the criteria for WASC accreditation and LAUSD renewal

Directors of Operations

- Supervise day-to-day operation of the school
- Ensure safety of all students
- Supervise school lunch program
- Ensure that the school is in good repair
- Complete annual school safety plan
- Communicate with faculty
- Liaison between school and District
- Support discipline of students
- Adhere to all Charter School policies as established by the Policy Councils
- Ensure school complies with all State and Federal mandates
- Ensure school meets the criteria for WASC accreditation and LAUSD renewal

Directors of Human Resources/Finance

- Oversee the business practices of the school
- Oversee payroll department
- Ensure that all staff have proper credentials
- Processing of new employees
- Ensure that school complies with STRS, PERS, PARS
- Oversee Workman's Compensation program
- Attract new resources to the school
- Liaison between school and ExEd back-office provider
- Adhere to all Charter School policies as established by the Policy Councils
- Ensure school complies with all State and Federal mandates
- Ensure school meets the criteria for WASC accreditation and LAUSD renewal

Grade Level Coordinators

- Serve designated students directly and/or indirectly
- Coach teachers in all academic areas
- Lead grade level meetings
- Assign students to appropriate classrooms and services
- Participate in SSPT, Intervention and LAT meetings
- Serve as testing coordinators
- Collect student assessment data and present to grade levels

Adhere to all Charter School policies as established by the Policy Councils

<u>Teachers</u>

•

- Provide a quality, enriching curriculum
- Provide continual assessment of student progress and maintain records
- Continually evaluate classroom performance to meet the changing needs of students
- Provide an effective classroom environment that reflects and facilitates the academic program
- Continue to work on professional growth
- Provide for open communication with all members of the school community
- Support discipline of students
- Adhere to all Charter School policies as established by the Policy Councils

Out of Classroom Teachers

- Ensure that all students receive services (STEAM, ART, ENGR, SCIENCE)
- Provide schedules and resources all teachers
- Maintain records of students' progress
- Participate in evening events for parents (Science, Art, Earth Day, etc.)
- Adhere to all PCS's policies as established by the Policy Councils.

Positive Behavior Facilitator

- Counsel students with discipline problems
- Contact parents and arrange conferences
- Maintain records of students' referrals
- Complete suspension reports to the District
- Conduct Class Council meeting when problems arise
- Train the yard supervision personnel on safety and discipline procedures
- Adhere to all PCS's policies as established by the Policy Councils.

Paraprofessionals

- Support students in the classroom (Special Ed, Tutoring, Kinder)
- Communicate with teachers regarding student's progress
- Attend grade level meetings with classroom teacher
- Assist teacher with planning activities
- Adhere to all PCS's policies as established by the Policy Councils.

Parent Center Supervisor

- Schedule parent classes and events
- Prepare monthly calendar of events
- Attend community meetings
- Distribute school and community information to all parents
- Participate in the Network and Partnerships Council and PLAC
- Adhere to all PCS's policies as established by the Policy Councils.

Employee Type	Positions	Number of Budgeted Positions	Filled
Classified	Office (PCS & PEA)	5	5
Classified	Payroll/HR	2	2
Classified	BGW's	5	5
Classified	PE Coaches	11	11
Classified	SpEd Primary	4	4
Classified	SpEd Upper	8	8
Classified	SFA TA's	6	6
Classified	Pre-K TA's & Pre-K office	8	8
Classified	Kinder TA's	11	11
Classified	Computer Tech	1	1
Classified	Supervision (CAF)	4	4
Classified	Supervision (GATES only)	2	2
Classified	Cafeteria	8	8
Classified	Speech Aide (SLPA)	1	1
Classified	Supplies TA	1	1
Classified	Art TA	1	1
Classified	Parent Center Supervisor	1	1
Classified	Campus Security	1	1
Classified	MCD clerk (SpEd)	1	1
Classified	Behavior Paraprofessional	1	1
Classified	Social Worker Assistant	1	1
Classified	Nurse Aide	1	0
Classified	Library Aide	1	1
Classified	PLAC/Par mtg Child care aides	2	2
Classified	LA's BEST	12	12
Classified	Dept Heads	8	8
Certificated	Teachers-Pre-K	3	3
Certificated	Teachers-Kinder	10	10

Employee Type	Positions	Number of Budgeted Positions	Filled
Certificated	Teachers-1st Grade	8	8
Certificated	Teachers-2nd Grade	10	10
Certificated	Teachers-3rd Grade	9	9
Certificated	Teachers-4th Grade	8	8
Certificated	Teachers-5th Grade	10	10
Certificated	Teachers-RSP	4	4
Certificated	Teachers-STEAM	4	4
Certificated	Grade Level Coordinators	6	6
Certificated	Administrators	4	4
Certificated	Doctor	1	1
Certificated	School Social Worker	1	1
Certificated	School Psychologist	1	1
Certificated	Positive Behavior Facilitator	1	1
Certificated	Speech Teacher	1	1
	Classified	107	106
	Certificated	81	81
	Totals:	188	187

Element 6 – Health and Safety Procedures

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

HEALTH, SAFETY AND EMERGENCY PREPAREDNESS PLAN

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

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

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

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

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

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

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

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

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

CRIMINAL BACKGROUND CLEARANCES AND FINGERPRINTING

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

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

IMMUNIZATION AND HEALTH SCREENING REQUIREMENTS

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

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

SAFE PLACE TO LEARN ACT

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

Pacoima Charter School will continue to follow established standards of health and safety as commonly practice in California Public Schools in accordance with California Education Code \$47605(b)(5)(F and California Health and Safety Code, including *Education Codes* 44237, 45125.1, and 45122.1. All city, county, and state building codes will be followed.

Pacoima Charter School is committed to maintaining a safe and clean campus site. We welcome all parents and community involvement. Visitors to our campus are required to sign in and are provided a pass. Identification with a picture is required when a parent or relative takes out a student during the instructional day. The campus aides monitor and secure the site at all times by patrolling around the perimeter and through buildings. A medical doctor and nurse's aide are available during the school day. Certificated staff, paraprofessionals, and/or supervision personnel supervise all students. The Emergency Safety Plan is reviewed yearly and revised as needed. It is maintained in the Main Office and on the website.

Child Abuse Reporting

All employees of Pacoima Charter School are required to comply with the provisions of California Penal Code Section 11166 et al. and are considered to be mandated reporters.

When an employee has knowledge of or observes a child that the employee knows or reasonably suspects has been the victim of child abuse or neglect, Pacoima Charter School employee is required to report instances to a child protective agency, such as, Department of Children and Family Services or Local Law Enforcement. Reasonable suspicion arises when the facts surrounding the incident could cause another person in a similar situation to suspect child abuse.

If an employee suspects that a child is a victim of emotional abuse, then the employee may report the incident to a child protective agency.

Child Abuse reporting procedures are reviewed yearly for returning staff members. New hires are trained through the on-line training services provided through our membership in the insurance joint powers authority, ASCIP (Alliance of Schools for Cooperative Insurance Programs).

Pupil Health and Safety

Pacoima Charter School will assure that pupil health requirements are adhered to by:

- Completing a health screening for all students, especially kindergarten pupils;
- Requiring that enrolling pupils provide records documenting immunizations

- Conducting a screening of pupils' vision and hearing as required.
- Referring families to local agencies for chronic illnesses and treatment of communicable diseases;
- Training of staff members on blood-borne pathogens

Pacoima Charter School will maintain a safe environment for pupils by:

- Maintaining "Zero Tolerance" policy related to weapons on campus
- Implementing Title IV provisions of *Safe and Drug Free Schools and Communities* to ensure a safe, tobacco & alcohol free campus
- Reporting drug and alcohol related incidents
- Communicating with law enforcement and local police regarding crime around and within campus
- Monitoring and updating our Safe School Plan to reflect safety procedures
- Inspecting the school facilities by Plant Manager daily

Custodian of Records

The Director of Human Resources/Finance and the Executive Director are the custodial of records per California Department of Justice requirements.

Health and Wellness

Pacoima Charter School promotes the health and wellness of its students by the following:

- A full-time chef plans and prepares nutritional meals for all students
- Preparing all meals on site
- Serving 1% reduced fat and non-fat milk only
- Providing second chance breakfast
- Providing supper and a healthy snacks for students in the after-school program
- Reducing the sugar and fat content in all meals
- Purchasing fruits and vegetables from local farms
- Partnering with Common Threads to teach students and their families about healthy meals
- Providing time for daily calisthenics and weekly psychomotor program
- Organizing sports during recess and lunch
- Educating our students in healthy habits (Getting Along Together, Healthy Eating, etc.)

Element 7 – Means to Achieve Racial and Ethnic Balance

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

COURT-ORDERED INTEGRATION

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

Charter School has set forth below its <u>initial</u> 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) <u>compared</u> 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.

Plan for Achieving a Racial Ethnic Balance

Pacoima Charter School is located in an area that is primarily Latino and our demographics reflect it. We believe that achieving the required LAUSD Racial and Ethnic balance of 70:30 would be very challenging. Pacoima Charter School will continue to concentrate its outreach efforts in the underserved Pacoima Area but will advertise outside of its boundaries in order to attract other races and ethnicities. We will continue to inform the community-at-large about our educational programs and enrichment services. All written communication will be presented and prepared in English and Spanish (currently the language of the majority of our English Learners enrolled) and other languages as needed.

We will try to accomplish this goal by doing the following:

- Placing banners on light post on main street (Summer of 2018)
- Sending out postcards to households outside of the Pacoima Area (January, 2018)
- Setting up booths at different community events (Starting July, 2018)
- Maintaining the website updated with all its accomplishments (ongoing)
- Posting accomplishments on social media (ongoing)
- Sending announcements via Parent Square (ongoing)

Element 8 – Admission Requirements

"Admission requirements, if applicable." (Ed. Code § 47605(b)(5)(H).)

DOCUMENTATION OF ADMISSIONS AND ENROLLMENT PROCESSES

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

HOMELESS AND FOSTER YOUTH

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

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

NON-DISCRIMINATION

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

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

Admission Process

Pacoima Charter School is a neighborhood, community-based public school with no admission criteria and no tuition charged as outlined in the Education Code 47605 (d)(2)(A). All students residing in the state of California may attend Pacoima Charter School subject only to available space

"As a district conversion school, PCS first preference will continue to be given to students living in the school's former LAUSD precharter attendance boundary. If the school believes space is not available for a student who resides in the precharter attendance boundary, the school will contact LAUSD School Management Services who will make an assessment of space and if needed determine an LAUSD placement for the student.

. Historically, we have not held a lottery since becoming a charter school because there has been space available

- 1. <u>Admission Priority</u> Students residing in the school's precharter attendance boundary.
- 2. Students who reside within the District's boundary
- 3. Students who reside outside the District's boundary

Student Recruitment

Pacoima Charter School will actively recruit a diverse student population efforts will be made to recruit and enroll students of various racial and ethnic groups that reflect the District and surrounding area. The majority of the students who enroll are our school come to us academically low, and are socio-economically disadvantaged. We have a high percentage of special education students who come to us from other schools in the area. Recruitment efforts shall include publicizing our instructional programs on the web page, flyers, newspaper, etc. Communication will be done in English and Spanish.

Timelines and Procedures

Enrollment packets for all grades are available in March and are accepted throughout the year. Pupils that are absent the first three days of school are dropped from the rosters and space is given to other students if needed.

• Open spots are filled with applicants not living in pre-charter boundary on first come, first served basis. When applicants outnumber available spaces, a public random lottery is conducted.

Lottery Process and Procedures

In the event that there are more applicants who reside outside of the school's precharter attendance boundary than spaces, a public random drawing will be conducted in the school auditorium.

Admission Timeline and Procedures

- Distribute applications in February for May submission
- Separate students living in pre-charter boundary and those living outside our precharter boundary
- Enroll all students living in the pre-charter boundary first.
- Contact students who are "no show" and keep spaces for them for three days
- Fill open spaces with student applicants not living in pre-charter boundary on a first come first serve basis
- Hold a lottery if there are more applicants than available spaces.
- Advertise the times, dates, and location of the lottery on the website and the front office's bulletin board.
- Lottery is open to the public
- After capacity is reached as determined by District School Management Services and students still wish to enroll, the District will be notified. The District will determine which District schools to send precharter boundary K-5 students for enrollment.
- Waiting list will be established based on lottery results. Parents/guardians of students that have promoted off the waiting list will be notified by phone and U.S mail with the timelines under which the parents/guardians must respond to secure admission.
- Documentation outlining the results of the lottery will be maintained 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(b)(5)(I).)

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

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

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

Pacoima Charter School makes every effort to maximize revenue from all sources while maximizing the effectiveness of all expenditures to provide a means to improve the instruction of our children and increase the achievement of our students. Site-based budgeting allows for the redirection of spending priorities to create fundamental change and link the budget to student outcomes. Pacoima Charter School establishes sound fiscal and operational standards to assure financial stability and assume full fiscal liability.

The Special Governance Board (SGB) will contract an auditor with experience in educational finance and will ensure that the selected auditor is on the State Controller's list of approved auditors. The SGB will oversee the independent audit.

The Directors will prepare documents for the auditors.

The school's financial statements will be audited in accordance with generally accepted auditing standards. Any other audits will be at the requesting authority's expense.

The Business and Finance Council will work with the auditor to resolve exceptions and deficiencies to the auditor's satisfaction. Audit exceptions and deficiencies will be resolved to the satisfaction of the District. Such resolution will be forwarded to the District.

The Director of Human Resources and Finance is responsible for ensuring that the auditor sends the completed audit to the required agencies by the statutory deadline.

Element 10 – Suspension and Expulsion Procedures

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

GENERAL PROVISIONS

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

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

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

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

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

STUDENTS WITH DISABILITIES

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

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

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

NOTIFICATION OF THE DISTRICT

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

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

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

OUTCOME DATA

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

REHABILITATION PLANS

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

READMISSION

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

REINSTATEMENT

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

GUN-FREE SCHOOLS ACT

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

School Climate and Student Discipline Policy

This Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well-being of all students at Pacoima Charter School. When the policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as PCS's policy and procedures for student suspension and expulsion.

Staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will clearly describe discipline expectations, and it will be printed and distributed as part of the Parent-Student Handbook. The handbook is sent home with students and it is posted on the website.

Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians, use of alternative educational environments, suspension and expulsion. Each year the Curriculum and Instruction Council reviews and modifies the student behavioral policies. The climate and culture information presented during our parent meetings includes the school's expectations in regards to attendance, mutual respect, responsibility, safety, work habits, substance abuse, and violence. Parents are required to review the information and complete a form indicating that they reviewed and understand the policies.

The Discipline Sub-Committee which is part of the Curriculum and Instruction Council has designed a referral process for students who violate the school behavior expectations. The process outlines three levels of referral indicating the staff member responsible in addressing the behavior. We implement the Getting Along Together schoolwide. This program helps students build social and emotional skills and apply them both in and out of the classroom. Students learn skills and strategies to create a peaceful school environment where they are empowered to manage their own behavior, decrease conflict, and increase receptivity to learning. Getting Along Together helps students with focus, memory, and self-control, as well as building empathy, friendship skills, cognition, and coping skills for common social problems.

Positive Solutions Room (PSR) is a special classroom supervised by the Positive Solutions Facilitator for students whose behavior interferes with the instructional process. The PSR is equipped with a multitude of books on various themes regarding self-esteem and bullying. The Positive Solutions Facilitator assists the staff with information and management strategies to modify various behaviors that the child is exhibiting and supports teachers in contacting and conferencing with parents.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

The Pacoima Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. Policies and Procedures are outlined in the Parent and Student Handbook.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

Pacoima Charter School will implement operational and procedural guidelines ensuring federal and state laws and regulations regarding the discipline of students with disabilities are met. PCS will also ensure staff is knowledgeable about and complies with the district's *Discipline Foundation Policy*. If the student receives or is eligible for special education, the Charter School shall identify and provide special education programs and services at the appropriate interim

educational placement, pending the completion of the expulsion process, to be coordinated with the LAUSD Special Education Service Center.

Pacoima Charter School shall document the alternatives to suspension and expulsion the school utilizes with students who are truant, tardy, or otherwise absent from compulsory school activities. Alternatives to suspension and expulsion include:

- Proactive school wide activities:
 - Attendance incentives
 - Classroom recognition and motivation
 - Reinforcing Positive Behavior
- Quick and accurate attendance Data Collection through Aeries Information System by the attendance clerk
- Timely communication between the Attendance clerk and the school Social Worker
- Intervention to attendance by the school social worker
 - Individual contracts
 - Parent Meetings and Training
 - Check-In / Check-out
 - Mentoring

The Director of Instruction and the Director in charge of Special Education may authorize an Out-of-School suspension or an In-School Suspension. In-school suspensions will be implemented if there was no egregious act (such as exceedingly violent or offensive) performed during the student's conduct, but rather a poor choice that fell under the categories under EDC 48900. The maximum number of in-school suspension shall not exceed 20 days, as stated in EDC 48903:

(a) Except as provided in subdivision (g) of Section 48911 and in Section 48912, the total number of days for which a pupil may be suspended from school shall not exceed 20 schooldays in any school year

(b) For the purposes of this section, PCS may count suspensions that occur while a pupil is enrolled in another school district toward the maximum number of days for which a pupil may be suspended in any school year.

No pupil at Pacoima Charter School may be suspended for a total of 20 days, unless a pupil enrolls in or is transferred to another school, in which case the total number shall not exceed 30 days in a school year.

Grounds for Suspension and Expulsion of Students

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

Enumerated Offenses

Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the pupil:

- 1. Caused, attempted to cause, or threatened to cause physical injury to another person.
- 2. Willfully used force of violence upon the person of another, except self-defense.
- 3. Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
- 4. 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.
- 5. Committed or attempted to commit robbery or extortion.
- 6. Caused or attempted to cause damage to school property or private property.
- 7. Stole or attempted to steal school property or private property.
- 8. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- 9. Committed an obscene act or engaged in habitual profanity or vulgarity.
- 10. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- 11. Knowingly received stolen school property or private property.
- 12. 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.

- 13. 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.
- 14. 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.
- 15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- 16. Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- 17. Made terrorist threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
- 18. 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.

- 19. Caused, attempted to cause, threaten 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.
- 20. Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- 21. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act (defined as the transmission of a communication, including, but not limited to, a message, text, sound, or image, or a post on a social network Internet Web site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone or other wireless communication device, computer, or pager) directed specifically toward a pupil or school personnel. "Bullying" means any severe or pervasive physical or verbal act or conduct, including acts one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 23. A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1).

24. 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 or designee's concurrence.

Non-Discretionary Suspension Offenses: Students <u>must</u> be suspended and recommended for expulsion for any of the following acts, as stated in EDC 48915 (a):

- a) Causing serious physical injury to another person, except in self-defense.
- b) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object
- c) Robbery or extortion.
- d) Assault or battery, as defined in Sections 240 and 242 of the Penal Code, upon any school employee.
- e) Unlawfully selling a controlled substance listed in *Health and Safety Code* Section 11053 *et. seq.*
- f) Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900.
- g) Possession of an explosive. As used in this section, the term "explosive" means "destructive device" as described in Section 921 of Title 18 of the United States Code.

Discretionary Expellable Offenses: Students <u>may</u> be expelled 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 of violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage

or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

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

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

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

- 1. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
- 2. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
- 3. Causing a reasonable student to experience substantial interference with his or her academic performance.
- 4. 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.
- v) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1).
- w) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.

Non -Discretionary Expellable Offenses: Students must be expelled for any of the following acts when it is determined pursuant to the procedures below that the pupil committed an act that falls under subdivisions (c) and (e) of EDC 48915 (a):

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object.
- b) Causing serious physical injury to another person, except in self-defense.
- c) Robbery or extortion.
- d) Assault or battery, as defined in Sections 240 and 242 of the Penal Code, upon any school employee.

- e) Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900.
- f) Possession of an explosive. As used in this section, the term "explosive" means "destructive device" as described in Section 921 of Title 18 of the United States Code.
- g) Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053 et. Seq.

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

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

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

Suspension Procedures

In-School Suspension

The Directors in charge of Special Ed and Instruction or designee may assign a student who was suspended for any of the acts enumerated above to a supervised suspension classroom for the entire period of suspension if the pupil poses no danger or threat to the campus, pupils, or staff, or if an action to expel the student has not been initiated.

A student with an "In-School Suspension" shall spend a meaningful day in the Positive Behavior Room with the Positive Behavior Facilitator. That student will spend the day learning exactly why they were suspended and how they could find a restorative justice solution for the act that was committed. The purpose of the suspension is to learn about what went wrong and apply that lesson to his or her life, in order to seek a positive outcome. The maximum number of in-school suspension shall not exceed 20 days, as stated in EDC 48903:

Out-of-School Suspensions

Just as in "In-School Suspensions", The Directors in charge of Special Ed and Instruction or designees may assign a student to Out-of-School suspension, if the reason for the suspension seem, in the professional judgement of the director/designee, more serious or heinous. For example, a physical prank that may hurt a child but leave no mark may be considered an In-School Suspension, but a physical prank that leaves a black eye, or cuts the flesh, or breaks a bone may lead to an Out-of-School Suspension.

Conference

Suspension shall be preceded, if possible, by a conference conducted by the Directors in charge of Special Ed and Instruction or their designee with the student and his or her parent and, whenever practical, the teacher, supervisor or school employee who referred the student to the Directors in charge of Special Ed and Instruction The conference may be omitted if the Director or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference. At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense. This conference shall be held within two school days, unless the pupil's parent/guardian waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization.

No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with school officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference

Teachers will provide assignments to be completed while the pupil is assigned to the supervised suspension classroom. The teacher shall provide all assignments and tests that the pupil will miss while suspended.

Suspension Appeals Process Timeline

Timeline:

- 1. The child is suspended
- 2. An informal conference is conducted to inform the pupil of the reason for suspension, unless an "Emergency Situation" exists as described by EDC 48911
- 3. At the time of suspension, a school employee shall make a reasonable effort to contact the pupil's parent/guardian in person or by telephone. No penalties shall be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with school officials.
- 4. If there is contact, then the parent/guardian is informed of the reasons for the suspension.
- 5. At this time, during this Pre-Suspension Conference, the parent/guardian has the opportunity to appeal the suspension. They may discuss it on the telephone, in person, or in writing.

- 6. The administrator will take into consideration what the parent has to say and make a final decision.
- 7. The parent/guardian has the right to appeal the decision to the Executive Director within 5 business days.
- 8. If the suspension is not resolved, then the parent has the right to appeal to the Governance Board within 5 business days.

Notice to Parents/Guardians

At the time of suspension, the Directors in charge of Special Ed and Instruction or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice shall also state the date and time when the student shall return to school. If the Director of Instruction and Special Ed wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice shall request that the parent/guardian respond to such requests without delay.

Suspension Time Limits/Recommendation for Placement/Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. The maximum number of out of school suspension shall not exceed 20 days, as stated in EDC 48903:

(a) Except as provided in subdivision (g) of Section 48911 and in Section 48912, the total number of days for which a pupil may be suspended from school shall not exceed 20 schooldays in any school year,

(b) For the purposes of this section, a school district may count suspensions that occur while a pupil is enrolled in another school district toward the maximum number of days for which a pupil may be suspended in any school year.

Upon a recommendation of Placement/Expulsion by the Director of Instruction, the pupil and the pupil's parent or guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. This determination will be made by the Director of Instruction or designee upon either of the following determinations: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing.

Authority to Expel

A student may be expelled either by the decision of the Administrative Panel, an impartial body following a hearing before it or by the Pacoima Charter School Governance Board on appeal. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the pupil or a Council member of the Pacoima Charter School's Governance Board. The Administrative Panel may expulsion decision of any student found to have

committed an expellable offense. The decision to expel a pupil shall be based on the finding of one or both of the following:

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

Expulsion Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Director of Instruction and Special Ed. determines that the Pupil has committed an expellable offense. The student who are suspended from the classroom and are awaiting an expulsion hearing will continue to have access to education via our blended learning program I-Ready and Imagine Learning.

The hearing will be conducted by the Administrative panel and shall be held in closed session unless the pupil makes a written request for a public hearing three (3) days prior to the hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

- 1. The date and place of the expulsion hearing;
- 2. A statement of specific fact(s)s, charge(s) and offense(s) upon which the proposed expulsion is based;
- 3. A copy of Pacoima Charter School's disciplinary rules which relate to the alleged violation;
- 4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the school to any other school district or school to which the student seeks enrollment;
- 5. The opportunity for the student or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
- 6. The right to inspect and obtain copies of all documents to be used at the hearing;
- 7. The opportunity to confront and question all witnesses who testify at the hearing;
- 8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

- 9. The right to have representation by counsel or other advocate
- 10. The right to have a translator present "reasonable accommodations"

<u>Special procedures for Expulsion Hearings Involving Sexual Assault or</u> <u>Battery Offences</u>

Pacoima Charter School may, upon finding a good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations which shall be examined only by the Pacoima Charter School Governance Board, administrative panel, or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

- 1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
- 2. Pacoima Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
- 3. At the discretion of the Administrative Panel conducting the hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
- 4. The Administrative Panel may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
- 5. The Administrative Panel may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
- 6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The Administrative Panel may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.

- 7. If one or both of the support persons is also a witness, Pacoima Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to Pacoima Charter School. The Administrative Panel shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
- 8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the hearing room during that testimony.
- 9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in the public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are not alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing by means of closed-circuit television.
- 10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

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 decision by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense.

Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay and sworn declarations may be admitted as testimony from witnesses of whom the Administrative Panel or designee determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the accused pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact The decision by the Administrative Panel shall be made within ten (10) school days following the conclusion of the hearing

If the Administrative panel decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program.

Written Notice to Expel

The Director or designee following a decision of the Administrative Panel to expel shall send written notice of the decision to expel, including the Administrative Panel adopted findings of fact, to the student or parent/guardian. This notice shall also include the following:

- 1. Notice of the specific offense committed by the student
- 2. 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 Pacoima Charter School.
- 3. The notice will include the appeal process, reasonable accommodations, the right to have counsel and/or translator present and other due process protections and rights on appeal.

The Director or designee shall send a copy of the written notice of the decision to expel to the student's district of residence. This notice shall include the following:

1. The student's name

- 2. The specific expellable offense committed by the student
- 3. Information on the appeal's process, rights and other due process protections.
- 4. Information about the readmission eligibility date

Disciplinary Records

Pacoima Charter School shall maintain records of all student suspensions and expulsions at Pacoima Charter School. Such records shall be made available to the District upon request.

Expulsion Appeals

Expelled Pupils/Alternative Education

Pacoima Charter School shall work with students who are expelled from the charter school to locate alternative education programs including, but not limited to, programs within the County or their school district of residence.

Rehabilitation Plans

Pupils who are expelled from Pacoima Charter School will be given a rehabilitation plan upon expulsion as developed by PCS'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 reapply to PCS for readmission.

Readmission

Pacoima 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, PCS's governing board shall readmit the pupil, unless the 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

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

Special Education Students

In the case of a student who has an Individualized Education Program ("IEP"), or a student who has a 504 Plan, PCS will ensure that it follows the correct disciplinary procedures to comply with the mandates of state and federal laws, including IDEA and Section 504 of the Rehabilitation Plan of 1973. Prior to recommending expulsion for a student with a 504 Plan, PCS Special Education Team and Executive Director will convene meeting to ask the following two questions: • Was the misconduct caused by, or directly and substantially related to the student's disability? • Was the misconduct a direct result of PCS'S failure to implement 504?

Element 11 – Employee Retirement Systems

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

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

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

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

Pacoima Charter School will continue to participate in State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), Public Agency Retirement System (PARS), or Social Security for qualifying employees. Pacoima Charter School will continue to utilize the Los Angeles County Office of Education's retirement reporting system or a retirement system compatible with LACOE for both STRS and PERS. The Director of Human Resources and Finance will ensure that appropriate arrangements for each employee's retirement (STRS, PERS, PARS or federal social security) coverage have been made. The LACOE Payroll register will be reviewed by the Director of Human Resources and Finance. and payroll technician to ensure that the appropriate arrangement of coverage in the retirement systems.

State Teachers' Retirement System

All full-time certificated employee of Pacoima Charter School will continue to be with the STRS (State Teachers' Retirement System). Employees will contribute the required percentage and Pacoima Charter School will contribute the employer's portion. All withholdings from employees and from Pacoima Charter School will be forwarded to the STRS fund as required. Employees will accumulate service credit years in the same manner as all other members of STRS. Pacoima Charter School will continue participation in STRS for the duration of the charter school's existence under the same CDS code.

Public Employees' Retirement System

All full time classified employees will be members of the PERS (Public Employees' Retirement System). Employees and Pacoima Charter School will contribute the required rate as designated by PERS. Employees will accumulate service credit in the same manner as all other members of PERS. Pacoima Charter School will continue participation in STRS for the duration of the charter school's existence under the same CDS code.

Federal Social Security

Social Security payments will be contributed for all qualifying PERS members.

Public Agency Retirement System

Pacoima Charter School will continue to participate in the PARS (Public Agency Retirement System) for non-PERS eligible part-time employees.

Element 12 – Public School Attendance Alternatives

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

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

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

Our school will continue to hold informational meetings for 5th and 6th grade parents to inform them of LAUSD and charter school programs available to their children (Magnet schools, SAS, Open enrollment). We will continue to invite middle schools to our Middle School Night which is held every October. We will continue to highly encourage parents to participate by sending flyers and Parent Square messages.

Element 13 – Rights of District Employees

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

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

Element 14 – Mandatory Dispute Resolution

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

GENERAL PROVISIONS

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

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

PROPOSITION 39 DISPUTES

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

 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 Pacoima Charter School 11016 Norris Ave Pacoima, CA 91331

- 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.

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 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 agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.

4) If the mediation is not successful, 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:

 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 Pacoima Charter School 11016 Norris Ave Pacoima, CA 91331

- 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 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 Arbitration.
- 5) If the mediation is not successful, then the parties agree to resolve the Dispute by binding arbitration conducted by a single arbitrator. Unless the parties mutually agree otherwise, arbitration proceedings shall be administered in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitrator must be an active member of the State Bar of California or a retired judge of the state or federal judiciary of California.

Element 15 – Charter School Closure Procedures

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

REVOCATION OF THE CHARTER

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

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

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

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

CLOSURE ACTION

The decision to close Charter School, by the governing board of Charter School must be documented in a "Closure Action". A Closure Action shall be deemed to have been automatically taken when any of the following occur: the Charter is revoked (subject to the provisions of Education Code section 47607(i)) or non-renewed by the LAUSD Board of Education and Charter School has exhausted its revocation or non-renewal administrative appeal rights pursuant to Education Code sections 47605(j)(1) and 47607(f), or its administrative appeal rights have lapsed, or the charter school voluntarily closes at any stage of the administrative appeal process;; the governing board of Charter School votes to close Charter School; or the Charter lapses.

CLOSURE PROCEDURES

The procedures for charter school closure set forth below are guided by *Education Code* sections 47604.32, 47605, and 47607 as well as *California Code of Regulations*, title 5, sections 11962 and 11962.1, and are based on "Charter School Closure Requirements and Recommendations (Revised 08/2009)" posted on the California Department of Education website. All references to "Charter School" apply to Charter School, including its nonprofit corporation and governing board.

Designation of Responsible Person(s) and Funding of Closure

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

Notification of Closure Action

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

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

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

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

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

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

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

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

- 1. Information on how to enroll or transfer the student to an appropriate school
- 2. A <u>certified</u> 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 <u>as a condition of the approval of the charter petition</u>. 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 <u>prior to occupancy and commencing use</u>. 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:

- <u>Use</u>: 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.
- <u>Furnishings and Equipment</u>: 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.
- <u>Leasing</u>: 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.
- <u>Minimum Payments or Charges to be Paid to District Arising From the Facilities:</u>
 - (i) <u>Pro Rata Share</u>: 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) <u>Taxes</u>: <u>Assessments</u>: 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.
- <u>Maintenance & Operations Services</u>: 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) <u>Co-Location</u>: 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) <u>Sole Occupant</u>: 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.
- <u>Real Property Insurance</u>: 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 <u>not</u> 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 selfinsured 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 selfinsurance 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:

 Commercial General Liability, including Fire Legal Liability, coverage of \$5,000,000 per Occurrence and in the Aggregate. The policy shall be endorsed to name the Los Angeles Unified School District and the Board of Education of the City of Los Angeles as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy. Coverage shall be maintained with no Self-Insured Retention above \$15,000 without the prior written approval of the Division of Risk Management and Insurance Services for the LAUSD.

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

Coverages and limits of insurance may be accomplished through individual primary policies or through a combination of primary and excess policies and alternative methods of coverage as approved by the District. *The policy shall be endorsed to name the Los Angeles Unified School District and Its Board of Education as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be*

deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy.

Evidence of Insurance

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

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

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

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

Hold Harmless/Indemnification Provision

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

FISCAL MATTERS

District Oversight Costs

The District may charge for the actual costs of oversight of Charter School not to exceed 1% of Charter School's revenue, or the District may charge for the actual costs of oversight of Charter School not to exceed 3% if Charter School is able to obtain substantially rent free facilities from the District. Notwithstanding the foregoing, the District may charge the maximum oversight fee

allowed under the law as it may change from time to time. The oversight fee provided herein is separate and distinct from the charges arising under charter school facilities use agreements.

Cash Reserves

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

Third Party Contracts

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

Special Education Revenue Adjustment/Payment for Services

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

Student Body Funds

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

Audit and Inspection of Records

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

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

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

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

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

Fiscal Policies and Procedures

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

Apportionment Eligibility for Students Over 19 Years of Age

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

Local Control and Accountability Plan

In accordance with California Education Code sections 47604.33 and 47606.5, Charter School shall include in its annual update a "listing and description of the expenditures for the fiscal year implementing the specific actions included in the charter as a result of the reviews and assessment required by paragraph (1)" of section 47606.5(a). These expenditures shall be "classified using the California School Accounting Manual pursuant to Section 41010." (Ed. Code § 47606.5(b).)

ADDENDUM

Assurances, Affirmations, and Declarations

Pacoima Charter Elementary (also referred to herein as "PCS" and "Charter School") shall:

- Be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code (hereinafter "Ed. Code") § 47605(d)(1).)
- Not charge tuition. (Ed. Code § 47605(d)(1).)
- Not discriminate against any pupil on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code. (Ed. Code § 47605(d)(1); Ed. Code § 220.)
- Except as provided in Education Code section 47605(d)(2), admission to a charter school shall not be determined according to the place of residence of the pupil, or of his or her parent or legal guardian, within this state, except that an existing public school converting partially or entirely to a charter school under this part shall adopt and maintain a policy giving admission preference to pupils who reside within the former attendance area of that school. (Ed. Code § 47605(d)(1).)
- Admit all pupils who wish to attend Charter School. (Ed. Code § 47605(d)(2)(A).)
- Except for existing pupils of Charter School, determine attendance by a public random drawing if the number of pupils who wish to attend Charter School exceeds Charter School's capacity. Preference shall be extended to pupils currently attending Charter School and pupils who reside in the Los Angeles Unified School District (also referred to herein as "LAUSD" and "District"). (Ed. Code § 47605(d)(2)(B).)
- If a pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card, and health information. (Ed. Code § 47605(d)(3).)
- Meet all statewide standards and conduct the pupil assessments required pursuant to Education Code sections 60605 and 60851 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non-charter public schools. (Ed. Code § 47605(c)(1).)
- Consult, on a regular basis, with Charter School's parents, legal guardians, and teachers regarding the school's educational programs. (Ed. Code § 47605(c)(2).)

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

In accordance with the EERA, employees may join and be represented by an organization of their choice for collective bargaining purposes.

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

Element 1 – The Educational Program

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

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

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

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

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

ACADEMIC CALENDAR AND SCHEDULES

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

MATHEMATICS PLACEMENT

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

TRANSITIONAL KINDERGARTEN

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

HIGH SCHOOL EXIT EXAMINATION

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

WASC ACCREDITATION

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

ENGLISH LEARNERS

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

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

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

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

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

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

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

STUDENTS WITH DISABILITIES

Federal Law Compliance

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

Special Education Program

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

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

or with a grouping of charter school LEAs as a consortium following the requirements of Education Code section 56195.3(b).

SELPA Reorganization

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

Modified Consent Decree Requirements

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

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

• End of Year Suspension

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

• Statewide Assessment Data

The standard file including District ID.

• Norm day

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

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

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

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

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

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

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

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

MEASURABLE GOALS OF THE EDUCATIONAL PROGRAM

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

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

STANDARDIZED TESTING

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

Element 4 – Governance

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

GENERAL PROVISIONS

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

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

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

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

LEGAL AND POLICY COMPLIANCE

Charter School shall comply with all applicable federal, state, and local laws and regulations, and District policies as it relates to charter schools adopted through Board action.⁹

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

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

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

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

TITLE IX, SECTION 504, AND UNIFORM COMPLAINT PROCEDURES

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

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

Charter School shall adopt and implement specific and continuing procedures for notifying applicants for admission and employment, students and parents of elementary and secondary 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

⁹ The District is in the process of compiling a list of LAUSD policies that apply to its authorized charter schools. The list will be finalized by April 1, 2018. Charter Schools Division staff will annually review District policies and make recommendations to the LAUSD Board of Education on continued application to charter schools.

disability in the educational programs or activities which it operates, and that it is required by Title IX and Section 504 not to discriminate on any such basis.

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

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

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

RESPONDING TO INQUIRIES

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

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

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

NOTIFICATION OF THE DISTRICT

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

STUDENT RECORDS

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

PARENT ENGAGEMENT

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

FEDERAL PROGRAM COMPLIANCE

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

Element 5 – Employee Qualifications

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

EQUAL EMPLOYMENT OPPORTUNITY

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

ESEA/ESSA AND CREDENTIALING REQUIREMENTS

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

Element 6 – Health and Safety Procedures

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

HEALTH, SAFETY AND EMERGENCY PREPAREDNESS PLAN

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

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

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

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

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

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

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

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

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

CRIMINAL BACKGROUND CLEARANCES AND FINGERPRINTING

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

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

IMMUNIZATION AND HEALTH SCREENING REQUIREMENTS

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

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

School shall maintain student immunization, health examination, and health screening records on file.

SAFE PLACE TO LEARN ACT

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

SUICIDE PREVENTION POLICY

If Charter School serves students in grades 7-12, Charter School shall comply with the requirements of AB 2246 (2016), codified in Education Code section 215, including but not limited to the requirement that the school's pupil suicide prevention policy shall be developed in consultation with school and community stakeholders, school-employed mental health professionals, and suicide prevention experts. Charter School shall provide the CSD with a copy of its pupil suicide prevention policy for review upon request.

Element 7 – Means to Achieve Racial and Ethnic Balance

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

COURT-ORDERED INTEGRATION

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

Charter School has set forth below its <u>initial</u> 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) <u>compared</u> to Other White (OW)). The written plan lists specific dates and locations of recruitment activities that Charter School will undertake in order to achieve the District's Racial and Ethnic Balance goal. Charter School shall monitor the implementation and outcomes of the initial plan, and modify it as necessary throughout the term of the Charter to achieve the District's goal. Upon request, Charter School shall provide the District with a copy of its current written plan.*

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

Element 8 – Admission Requirements

"Admission requirements, if applicable." (Ed. Code § 47605(b)(5)(H).)

DOCUMENTATION OF ADMISSIONS AND ENROLLMENT PROCESSES

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

HOMELESS AND FOSTER YOUTH

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

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

NON-DISCRIMINATION

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

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

Element 9 – Annual Financial Audits

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

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

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

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

Element 10 – Suspension and Expulsion Procedures

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

GENERAL PROVISIONS

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

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

Charter School shall ensure that its staff is knowledgeable about and complies with the District's Discipline Foundation Policy and/or current equivalent policy, as required by the Modified Consent

Decree. Charter School shall comply with the terms of the School Discipline Policy and School Climate Bill of Rights resolution adopted by the LAUSD Board of Education on May 6, 2013.

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

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

STUDENTS WITH DISABILITIES

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

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

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

NOTIFICATION OF THE DISTRICT

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

- Completed "Notification of Charter School Expulsion" [form available from the CSD website or office], including attachments as required on the form
- Documentation of the expulsion proceeding, including statement of specific facts supporting the expulsion and documentation that Charter School's policies and procedures were followed
- Copy of parental notice of expulsion hearing
- Copy of expulsion notice provided to parent stating reason for expulsion, term of expulsion, rehabilitation plan, reinstatement notice with eligibility date and instructions for providing proof of student's compliance for reinstatement, appeal process, and options for enrollment

- If the student is eligible for Special Education, documentation related to expulsion in compliance with IDEA and the MCD, including the Expulsion Analysis page of the pre-expulsion IEP
- If the student is eligible for Section 504 accommodations, documentation that Charter School conducted a Link Determination meeting to address two questions:
 - A. Was the misconduct caused by, or directly and substantially related to the student's disability?
 - B. Was the misconduct a direct result of Charter School's failure to implement Section 504 Plan?

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

OUTCOME DATA

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

REHABILITATION PLANS

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

READMISSION

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

REINSTATEMENT

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

GUN-FREE SCHOOLS ACT

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

Element 11 – Employee Retirement Systems

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

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

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

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

Element 12 – Public School Attendance Alternatives

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

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

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

the admission, enrollment, and transfer policies and procedures of the District, as they may change from time to time.

Element 13 – Rights of District Employees

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

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

Element 14 – Mandatory Dispute Resolution

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

GENERAL PROVISIONS

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

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

PROPOSITION 39 DISPUTES

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

 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 [Charter School Name] [Charter School Address]

- 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:

 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 [Charter School] [Charter School Address]

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 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 Arbitration Association.
- 5) If the mediation is not successful, then the parties agree to resolve the Dispute by binding arbitration conducted by a single arbitrator. Unless the parties mutually agree otherwise, arbitration proceedings shall be administered in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitrator must be an active member of the State Bar of California or a retired judge of the state or federal judiciary of California.

Element 15 – Charter School Closure Procedures

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

REVOCATION OF THE CHARTER

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

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

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

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

CLOSURE ACTION

The decision to close Charter School, by the governing board of Charter School must be documented in a "Closure Action". A Closure Action shall be deemed to have been automatically taken when any of the following occur: the Charter is revoked (subject to the provisions of Education Code section 47607(i)) or non-renewed by the LAUSD Board of Education and Charter School has exhausted its revocation or non-renewal administrative appeal rights pursuant to Education Code sections 47605(j)(1) and 47607(f), or its administrative appeal rights have lapsed, or the charter school voluntarily closes at any stage of the administrative appeal process;; the governing board of Charter School votes to close Charter School; or the Charter lapses.

CLOSURE PROCEDURES

The procedures for charter school closure set forth below are guided by *Education Code* sections 47604.32, 47605, and 47607 as well as *California Code of Regulations*, title 5, sections 11962 and 11962.1, and are based on "Charter School Closure Requirements and Recommendations (Revised 08/2009)" posted on the California Department of Education website. All references to "Charter School" apply to Charter School, including its nonprofit corporation and governing board.

Designation of Responsible Person(s) and Funding of Closure

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

Notification of Closure Action

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

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

shall provide the CSD with a copy of the governing board resolution or minutes that documents its Closure Action.

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

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

- 1. The effective date of the closure of Charter School
- 2. The name(s) and contact information for the person(s) handling inquiries regarding the closure
- 3. The students' school districts of residence

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

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

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

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

- 1. Information on how to enroll or transfer the student to an appropriate school
- 2. A <u>certified</u> 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 <u>as a condition of the approval of the charter petition</u>. 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 <u>prior to occupancy and commencing use</u>. 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:

- <u>Use</u>: 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.
- <u>Furnishings and Equipment</u>: 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.
- <u>Leasing</u>: 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) <u>Pro Rata Share</u>: 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) <u>Taxes</u>; <u>Assessments</u>: 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.
- <u>Maintenance & Operations Services</u>: 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) <u>Co-Location</u>: 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) <u>Sole Occupant</u>: 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.
- <u>Real Property Insurance</u>: 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 <u>not</u> 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 selfinsured 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 selfinsurance program to protect Charter School from claims which may arise from its operations. Each Charter School location shall meet the below insurance requirements individually.

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

The following insurance policies are required:

- 1. Commercial General Liability, including Fire Legal Liability, coverage of \$5,000,000 per Occurrence and in the Aggregate. The policy shall be endorsed to name the Los Angeles Unified School District and the Board of Education of the City of Los Angeles as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy. Coverage shall be maintained with no Self-Insured Retention above \$15,000 without the prior written approval of the Division of Risk Management and Insurance Services for the LAUSD.
- 2. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect Charter School from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000.
- 3. Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if Charter School does not operate a student transportation service. If Charter School provides student transportation services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- 4. Crime Insurance or Fidelity Bond coverage shall be maintained by Charter School to cover all Charter School employees who handle, process or otherwise have responsibility for Charter School funds, supplies, equipment, or other assets. Minimum amount of coverage shall be \$1,000,000 per occurrence/\$1,000,000 aggregate, with deductible that is acceptable to the Los Angeles Unified School District.
- 5. Cyber Liability insurance coverage with minimum limits of \$500,000 per occurrence and \$500,000 general aggregate.
- 6. Professional Educators Errors and Omissions liability coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate.
- 7. Sexual Molestation and Abuse coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.
- 8. Employment Practices Legal Liability coverage with limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate.
- 9. Excess/Umbrella Liability insurance with limits of not less than \$10,000,000 is required of all high schools and any other school that participates in competitive interscholastic or intramural sports programs.

Coverages and limits of insurance may be accomplished through individual primary policies or through a combination of primary and excess policies and alternative methods of coverage as approved by the District. *The policy shall be endorsed to name the Los Angeles Unified School District and Its Board of Education as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy.*

Evidence of Insurance

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

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

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

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

Hold Harmless/Indemnification Provision

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

FISCAL MATTERS

District Oversight Costs

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

Cash Reserves

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

Third Party Contracts

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

Special Education Revenue Adjustment/Payment for Services

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

Student Body Funds

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

Audit and Inspection of Records

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

- Charter School is subject to District oversight.
- The District's statutory oversight responsibility continues throughout the life of the Charter and requires that the District, among other things, monitors the fiscal condition of Charter School.

• The District is authorized to revoke this Charter for, among other reasons, the failure of Charter School to meet generally accepted accounting principles or if Charter School engages in fiscal mismanagement.

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

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

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

Fiscal Policies and Procedures

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

Apportionment Eligibility for Students Over 19 Years of Age

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

Local Control and Accountability Plan

In accordance with California Education Code sections 47604.33 and 47606.5, Charter School shall include in its annual update a "listing and description of the expenditures for the fiscal year implementing the specific actions included in the charter as a result of the reviews and assessment required by paragraph (1)" of section 47606.5(a). These expenditures shall be "classified using the California School Accounting Manual pursuant to Section 41010." (Ed. Code § 47606.5(b).)