



PEOPLE UNITED TO ENRICH THE NEIGHBORHOOD THROUGH EDUCATION

PUENTE CHARTER SCHOOL

CHARTER RENEWAL PETITION

FOR JULY 1, 2017 – JUNE 30, 2022



Respectfully Submitted To:
The Los Angeles Unified School District
Charter Schools Division
333 South Beaudry Avenue, 20th Floor
Los Angeles, CA 90017

Submitted By:
PUENTE Charter School
501 S. Boyle Avenue
Los Angeles, CA 90033
P: (323) 780-0076

Los Angeles Unified School District

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ASSURANCES, AFFIRMATIONS, AND DECLARATIONS

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

Be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code (hereinafter “Ed. Code”) § 47605(d)(1).)

Not charge tuition. (Ed. Code § 47605(d)(1).)

Not discriminate against any pupil on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code. (Ed. Code § 47605(d)(1).)

Except as provided in Education Code section 47605(d)(2), admission to a charter school shall not be determined according to the place of residence of the pupil, or of his or her parent or legal guardian, within this state, except that an existing public school converting partially or entirely to a charter school under this part shall adopt and maintain a policy giving admission preference to pupils who reside within the former attendance area of that school. (Ed. Code § 47605(d)(1).)

Admit all pupils who wish to attend PUENTE Charter School. (Ed. Code § 47605(d)(2)(A).)

Except for existing pupils of PUENTE Charter School, determine attendance by a public random drawing if the number of pupils who wish to attend PUENTE Charter School exceeds PUENTE’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 PUENTE Charter School without graduating or completing the school year for any reason, PUENTE 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 PUENTE Charter School’s parents, legal guardians, and teachers regarding the school’s educational programs. (Ed. Code § 47605(c)(2).)

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

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

NOTE: This Charter contains specific “District Required Language” (DRL), including the Assurances, Affirmations, and Declarations above. The DRL should be highlighted in gray within each Charter element or section. The final section of the Charter provides a consolidated addendum of the DRL. This intentional redundancy facilitates efficient charter petition review while ensuring

ready access to the DRL for any given section of the Charter. To the extent that any inconsistency may exist between any provision contained within the body of the Charter and the DRL contained in the addendum, the provisions of the DRL addendum shall control.

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)

PUENTE Charter School acknowledges and agrees that it must comply with all applicable laws and regulations related to AB 97 (Local Control Funding Formula), as they may be amended from time to time, which include the requirement that PUENTE 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, PUENTE 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. PUENTE Charter School shall comply with all requirements of Education Code section 47606.5, including but not limited to the requirement that PUENTE Charter School “shall consult with teachers, principals, administrators, other school personnel, parents, and pupils in developing the annual update.” (Ed. Code § 47606.5(e).)

ACADEMIC CALENDAR AND SCHEDULES

PUENTE 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

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

TRANSITIONAL KINDERGARTEN

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

HIGH SCHOOL EXIT EXAMINATION

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

WASC ACCREDITATION

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

ENGLISH LEARNERS

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

On an annual basis (on or about October 1), PUENTE 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* PUENTE Charter School's own English Learner Master Plan. If PUENTE Charter School chooses to implement its own EL plan, the plan shall include, but is not limited to, the following:

- How English Learners' needs will be identified
- What services will be offered
- How, where, and by whom the services will be provided
- How PUENTE 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, PUENTE Charter School shall provide to the CSD a report on its annual evaluation of the effectiveness of its EL program. Upon request, PUENTE Charter School shall provide a copy of its current EL Master Plan to the CSD.

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

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

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

STUDENTS WITH DISABILITIES

Federal Law Compliance

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

Special Education Program

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

Prior to LAUSD Board of Education approval, Charter School shall execute a Memorandum of Understanding ("MOU") by and between LAUSD and Charter School regarding the provision and funding of special education services consistent with the requirements of the LAUSD Special Education Local Plan Area ("SELPA") Local Plan for Special Education.

SELPA Reorganization

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

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

Modified Consent Decree Requirements

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

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

- **End of Year Suspension**

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

- **Statewide Assessment Data**

The standard file including District ID.

- **Norm day**

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

- CBEDS

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

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

- Dropout

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

- Monthly SESAC and Suspension data

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

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

General Information

General Information Table

Contact Person for PUENTE Charter School	Jerome Greening, Principal
Contact Address for PUENTE Charter School	501 S. Boyle Ave., Los Angeles, CA 90033
Contact Phone Number for PUENTE Charter School	(323) 780-2961
Address or Zip Code of the target community served by PUENTE Charter School:	501 S. Boyle Ave., Los Angeles, CA 90033
The location is in the LAUSD Board District	2
The location is in the LAUSD Local District	East
The grade configuration of PUENTE Charter School is:	Kindergarten (including TK)
Number of students in the first year will be:	100
The grade level(s) of the students in the first year will be:	Kindergarten (including TK)
PUENTE Charter School's first day of instruction for 2017-2018 is:	August 16, 2017
The enrollment capacity is: (Enrollment capacity is defined as the total number of students who may be enrolled in the Charter School regardless of student residency.)	100
The type of instructional calendar (e.g. traditional/year round, single track/multi-track, extended day/year) will be:	Traditional
The bell schedule for PUENTE Charter School is:	7:45 a.m. – 2:15 p.m. Monday through Friday
The term of this Charter shall be from:	July 1, 2017 – June 30, 2022

Demographic Data Overview

Like most large urban districts, the Los Angeles Unified School District serves many students from families living below the poverty line, with an average during the term of the charter of 72% qualifying for free and reduced lunch through the National School Lunch Program and approximately 70% of district students coming from families in which neither parent attended college. The district serves a diverse student population, representing dozens of ethnicities and languages, but the majority of LAUSD students, 73% in 2006-07, identify themselves as Hispanic/Latino. Over a third of the district's students are English Language Learners, with the majority of these students speaking Spanish as their native language. In our PUENTE Charter School community of Boyle Heights, there are approximately 99,243 people residing and 133,700 in East Los Angeles (2015 est.; Census 2010, Southern California Assn. of Governments, LA Dept. of City Planning). Of all residents, approximately 95% are Latino, 53% are immigrants and 60% are

citizens. (This is based on legal residents documented in the 2000 Census; actual numbers of immigrants are likely higher.) Eighty-two percent of Boyle Heights households have children, and the average household size is 4.01. Our community residents of Boyle Heights are under stressful economic pressures: 33% live below the poverty line; 40% of children under 17 live below the poverty line; the median household income is \$39,000 and the per capita income is \$12,000; and 75% of residents rent their homes. These economic challenges for our community are deep, yet the cultural vibrancy and the aspirations families have for their children's future is strong and is an essential component of the PUENTE Charter School renewal request.

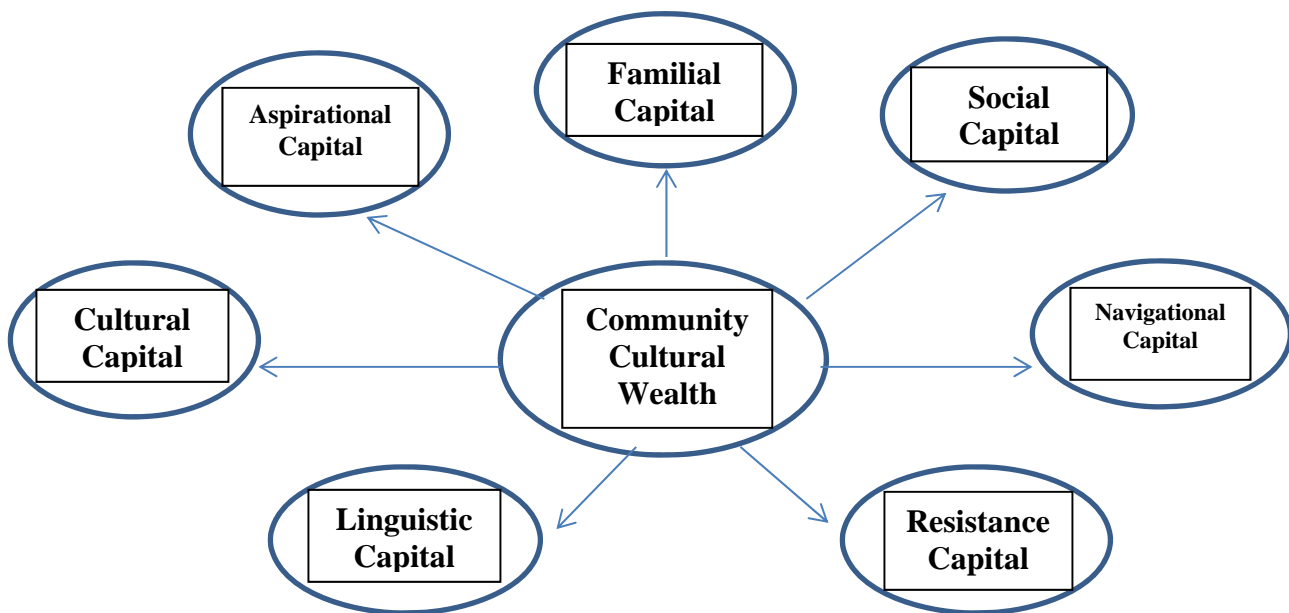
Unfortunately, the long-standing scholarly focus on the academic underachievement of poor youths has eclipsed insight into the strengths and resources of students who are successful despite adversity. In a qualitative study of 30 Latino university undergraduates from families living below the poverty line, Arellano and Padilla (2004) identified several factors that were especially salient to these students' academic accomplishments. Three personal attributes were identified as contributing to these students' success: *an affiliation with their Latino culture as a source of pride; an optimistic outlook regarding their abilities; and a persistent drive to succeed*. In addition, the students identified parental support and encouragement of educational pursuits as critical to their educational success. A number of studies communicate that Latino parents firmly believe in the importance of education for their children and see education as the key to the American Dream and the catalyst for success and a better life (Ceballo, 2004). In identifying key components of academic success of Latino students from impoverished immigrant families, Ceballo's study yielded several themes including, *parents' steadfast verbal commitment to the importance of education and the presence of supportive instructors, mentors and role models in the students' lives*. Indeed, the learning trajectories of children from immigrant families are shaped not only by parenting practices but also by the quality of the school they attend and the support extended by the school and community.

Community Need for Charter School

Epstein (2001) refers to these three overlapping spheres of influence, ***schools, families, and communities***, as the entities that most impact students' development. In another supporting concept that offers an appropriate lens for the importance of the relationship of these support systems, is the *strengths perspective* (Saleebey, 2008). The "strengths perspective" (Saleebey, 2008), a concept borrowed from the field of social work, offers a unique manner to examine the work on social/cultural capital from a different perspective. The premise is that every child, individual, group, teacher, school, and community has resources, assets, and capabilities. The strengths perspective holds five essential elements: (1) *respect for an individual's innate abilities and point of view*; (2) *use of strengths as an underlying theme in any intervention*; (3) *emphasis on collaboration among individual, community, and providers*; (4) *prevent the use of a victim mindset*; and (5) *utilizing community resources whenever possible*. Saleebey argues that this perspective should be applied in education due to its potential in altering the way in which work is done. Understanding and embracing this culturally-rich framework and its impact on the educational landscape, PUENTE Charter School has a 15-year history of respecting and supporting that children live and learn within the context of a family, and a family lives and learns

within the context of a community. We support our children and families by addressing each child's needs in the context of his/her family and community, and provide comprehensive and accessible supports in our school services.

The PUENTE Charter School instructional design utilizes rotation-based work station activities aligned to the Common Core State Standards framed in weekly themes, relevant to our community and the world-at-large, to engage, motivate and inspire our young learners. Our community of students – *the overwhelming majority of whom are English Learners* – are educated in our intentionally-designed early education classrooms to explore multiple pathways in gaining mastery of grade level standards. At the same time, parents and caregivers are supported with educational supports to create a stronger home-to-school connection. This community relationship, rooted in the foundation of mutual respect, cooperation, and shared responsibility with families, has been noted by Los Angeles Councilmember, Jose Huizar, with his naming of PUENTE as “*a community jewel*.”



The Success of the PUENTE Mission

PUENTE Charter School is part of our larger nonprofit organization, PUENTE Learning Center (PLC). An established nonprofit presence in the Los Angeles community for over 30 years, PUENTE is recognized for its commitment to its mission: **People United to Enrich the Neighborhood Through Education**. Beginning in Boyle Heights as a tutoring program for elementary school students who needed remedial support to succeed at grade level, PUENTE's rapid expansion occurred when parents requested English as a Second Language classes to better empower themselves as their child's first teacher. This dialogue with the community continued and has resulted in the offering of comprehensive educational support services for children, youth and adults, all offered in our wholly-owned and intentionally-designed 40,000 square foot facility. The state-of-the art design

incorporates the research-based evidence of the components of effective, dignified learning spaces for a highly-engaged student experience and desired academic outcomes, and is intended to respectfully welcome and inspire our vibrant, culturally-rich community in a manner in which educational pursuit deserves. To date, over 100,000 individuals have made use of the tuition-free adult and youth educational resources at PUENTE on the path to self-sufficiency for themselves and their families, as captured on the PUENTE enrollment and attendance database.

PUENTE Learning Center has been the recipient of many local and national awards and was noted as the first East Los Angeles nonprofit organization to offer cutting-edge classroom-based technology access across program services in The Annie Casey Foundation report on PUENTE, “Of, By and For the Community: The PUENTE Learning Center Story.” In another recognized first, PUENTE holds the distinction of establishing the first charter school in Boyle Heights. From the demand and success of the PUENTE Preschool Readiness program, the expansion of our early education services to include PUENTE Charter School serving Kindergarten and Transitional Kindergarten students only occurred in 2002 with the initial authorization by the Los Angeles Unified School District. With two subsequent renewals during the previous fifteen years, PUENTE Charter School is pleased to continue offering a superior educational resource to the Los Angeles community. One remarkable validation of the school’s effectiveness is that thirty percent of our exiting students gain admissions into gifted programs at area schools.

Parent satisfaction, as captured on our annual parent surveys, yield a supportive 100% “highly satisfied” response for quality educational experience for their child at PCS. PUENTE’s roots, and the extension of our services, are part of the network of support intended to validate and affirm that every child can succeed.

School Performance During the Current Charter Term

PUENTE Charter School is a school for transitional kindergarten and kindergarten and participates in California English Language Development Testing (“CELDT”) for the state. There is no additional academic test required from the state for the grade levels served.

The Los Angeles Unified School District, PUENTE Charter School’s authorizer, states, “In order to recommend approval of a charter school renewal application to the LAUSD Board of Education, the Charter Schools Division must determine whether the charter school has met the requirements of California Education Code sections 47605 and 47607.”

Renewal Eligibility

The Charter Schools Act sets forth minimum statutory criteria for renewal in Education Code section 47607(b). Specifically, charter schools that have been in operation for four years must meet at least one of the following criteria:

- Attained its Academic Performance Index (API) growth target in the prior year or in two of the last three years both school-wide and for all groups of pupils served by the charter school.
- Ranked in deciles 4 to 10, inclusive, on the API in the prior year or in two of the last three years.
- Ranked in deciles 4 to 10, inclusive, on the API for a demographically comparable school in the prior year or in two of the last three years.
- The entity that granted the charter determines that the academic performance of the charter school is at least equal to the academic performance of the public schools that the charter school pupils would otherwise have been required to attend, as well as the academic performance of the schools in the school district in which the charter school is located, taking into account the composition of the pupil population that is served at the charter school.

In the years of operations of its current charter term, PUENTE Charter School has demonstrated consistently high academic achievement with our student and family demographics that mirror our neighborhood schools. By providing our educational service in our state-of –the art facility, our community stakeholders benefit from a school environment that is rooted in high client-centered standards. All youth, and the accompanying network of family and caregiver support, are welcomed into a school culture of shared participation in pursuit of meaningful outcomes. Given PUENTE’s educational program service focusing on the early education kindergarten standards, there is the inability to generate CAASPP data or report API growth targets. Further details about student achievement and mastery of the Common Core State Standards as monitored consistently through internal assessments are provided in the following sections.

Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean, and Functional School Facilities (Priority 1)

For the term of the charter, PUENTE has offered service by utilizing California-state credentialed instructors, instructional materials aligned to Common Core Standards (and during its adoption, California-State Standards), and state-of-the art dedicated classrooms and auxiliary spaces which reflect the dignity and respect for the learning process.

Instructional Staff Retention Rate (term of charter)	80%
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Implementation of State Academic Standards (Priority 2)

For the term of the charter, PUENTE has provided culturally-rich educational activities for children that result in significant increases in reading, oral and written language, mathematics, science, music and art skills, leading to increased readiness for the successful transition to first grade.

Students Demonstrating First Grade & Above Reading Proficiency Upon Exiting (as measured by the Stanford Early School Achievement Test 1; SESAT 1) (term of charter)	78%
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Parent Engagement (Priority 3)

For the term of the charter, PUENTE has actively engaged in the dynamic process of parent engagement. Given that many times PUENTE is parents' first school relationship on their child's educational journey, we extend the "joining process" and encourage parent participation by ensuring a welcoming and open school environment and offering intentional supports to integrate the family into the fabric of the school.

Annual Parent Satisfaction Survey Indicating "Excellent" for Quality of School Experience (term of charter)	96%
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Progress of English learners toward English proficiency based on the English learner indicator (Priority 4)

For the term of the charter, PUENTE has assessed all incoming students' early literacy skills, administered the CELDT to all qualifying students for the purpose of informing English-language learning instruction, and conducted on-going assessments by a multilingual teaching staff to support the English-language proficiency goals for the yearly 70-75% of enrolled English Language Learners, during the term of the charter.

Students Identified as English Language Learners From Home Language Survey (term of charter)	73%
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High School Graduation Rate (Priority 5)

(term of charter)	N/A
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Suspension rates by LEA type (elementary, high, and unified), and by school type (elementary, middle, and high) (Priority 6)

For the term of the charter, PUENTE has engaged collaboratively with our families in support of student achievement in school and have maintained a 0% suspension rate.

Student Suspension Rate (term of charter)	0%
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College/Career Indicator, which combines Grade 11 test scores on English Language Arts and Math and other measures of college and career readiness (Priorities 7 and 8)

(term of charter)	N/A
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Coordination of Services for Expelled Students (Priority 9—County Office of Education only)

(term of charter)	N/A
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Coordination of Services for Foster Youth (Priority 10—County Office of Education only)

(term of charter)	N/A
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Meeting Community Need

The PUENTE community of parents, instructional team members and administrative staff continually persevere with the commitment to excellence in support of achieving the relevant deep and supportive relationships we have with our young students, each other and the community at large. A traditionally underrepresented community like Boyle Heights benefits from an inclusive school community and access to excellent educational resources. In solidarity as a unified educational community, we are continually assessing and responding to our student and family needs based on the dialogue with our community and data review, something we as a school community are continuing to strengthen.

Our intentional goal, through early literacy efforts, regular data assessment and review, and proactive Response to Intervention, is to close the achievement gap for our significant student subgroups as well as our school-wide population.

The data results below reflect the impact of our educational program in student achievement. PUENTE continues to strive to provide a rigorous and responsive curriculum that best serves the students and families in our community.

- English Learners, CELDT
- LAUSD Oversight Visit/Audit Results
- Average Daily Attendance
- Suspension and Expulsion
- Internal Assessment Data
- Other Relevant Data

California English Language Development Test (CELDT)

PUENTE Charter School is a school for transitional kindergarten and kindergarten students and participates in California English Language Development Testing (“CELDT”) for the state. There is no additional academic test required from the state for the grade levels served.

English Language Learners

Children’s first languages are closely tied to their identity, and encouraging ongoing development of first language eases the social and emotional transition that occurs when children begin school. At the same time, students who have a strong foundation in their first language are likely to learn English more quickly and achieve greater success at school (Genessee 1994). PUENTE Charter School’s significant ELL population (averaging 72% school-wide for the term of the current charter), is supported by our work center rotation-based three-classroom and computer lab design for differentiated instruction (DI). DI theory maintains that students learn in a combination of several different ways—not through just one approach. Some students prefer to learn *visually*; other students retain information better through *auditory* input. Still others are *kinesthetic* learners and prefer to learn through physical movement. As reflective practitioners, we realize that learning preference is just that: it’s the way that a student finds learning to be easier, but it doesn’t mean that there is no function in the other modalities. In the PUENTE differentiated classrooms, our teachers use all three modalities (visual, auditory, and kinesthetic), and then can re-teach or work one-on-one to match the observed student’s strongest modality.

Instructional strategies utilized by our bilingual instructors and paraprofessionals include: Explicit Direct Instruction; Specially Designed Academic Instruction in English (SDAIE); Orton-Gillingham Multi-Sensory Methodology; and Response to Intervention (RTI). PUENTE Charter School continues to use formative and summative data obtained both formally and informally to measure student progress. For 2016-2017 PUENTE instructors will use the English Language Development Retell Assessment (ELDRA)results to improve instruction and guide English Learners based on the specific rubrics used in scoring the assessment. Individual ELD Portfolios will be maintained for each identified ELL student. The portfolio will hold CELDT scores reports along with ELDRA results and writing samples.

As a kindergarten-only school, we are limited to the initial CELDT administration for our students. However, for our transitional kindergarten students who we retain for the following year, we are able to administer an annual CELDT. PUENTE continues to provide professional development in the areas of integrated and designated ELD instruction and focuses on alignment of content curriculum and instructional practices that help move students towards successful mastery of the English Language. PUENTE is preparing for the full implementation of the ELPAC (English Language Proficiency Assessment for California)

Resident Schools

For reporting purposed, we provide the following data information on the resident schools in the Boyle Heights service area:

SURROUNDING SCHOOLS DEMOGRAPHIC AND PERFORMANCE DATA														
Address: 501 S. Boyle Ave., Los Angeles, CA 90033														
LAUSD Schools	# of Students [2013]	% Students Eligible for Free/Reduced Lunch	% of Special Ed. Students	% of English Learners	% Major Ethnicity #1	% Major Ethnicity #2	% Major Ethnicity #3	2013 Growth API	Met Schoolwide Growth Target?	Met Subgroup Growth Targets?	2011-2013 API 3 Year Average	2013 API Statewide Rank	2013 API Similar Schools Rank	2013-2014 School Performance Framework Classification (SPF)
Breed ES (K-6)	458	100	9	41	Latino 99%	Filipino .004%	--	738	No	No	753	2	4	Service and Support
Second St ES (K-6)	426	100	14	39	Latino 97%	Af Amer .02%	--	738	No	No	748	2	6	Watch
Sheridan ES (K-6)	1,070	100	13	37	Latino 98%	Af Amer .005%	White .002%	732	No	No	746	2	4	Watch
Bridge ES (K-5)	293	100	23	44	Latino 97%	Asian .01%	Af Amer .01%	684	No	No	698	1	2	Watch
Soto ES (K-6)	216	100	25	34	Latino 99%	White 1%	--	763	No	No	760	3	7	Service and Support
Euclid ES (K-5)	920	99	10	35	Latino 98%	Asian .01%	White .003%	697	No	No	722	1	1	Watch

Belvedere MS*(6-8)	1,356	100	13	20	Latino 99%	--	--	733	Yes	No	713	3	6	Watch
Charter Schools														
Extera Public School (K-8)	386	87	10	55	Latino 98%	White .01%	Af Amer .01%	802	Yes	Yes	Not available	5	8	Service and Support
Arts in Action (K-5)	295	97	48	10	Latino 99%	Af Amer .01%	Filipino .003%	708	Yes	Yes	Not available	1	4	Watch
Endeavor (K- 8)	595	83	21	10	Latino 98%	Af Amer .01%	Filipino .01%	870	Yes	Yes	866	8	10	Excelling
KIPP LA Prep (5-8)	480	90	13	6	Latino 99%	Af Amer .01%	Filipino .01%	918	Yes	Yes	920	10	10	Excelling
Para Los Niños (K-1)	398	96	64	11	Latino 97%	Not Reported .02%	White .01%	796	Yes	Yes	769	5	9	Watch
PUENTE CHARTER SCHOOL	110	92	6	69	Latino 86%	AFAMER 14%		N/A	N/A	N/A	N/A	N/A	N/A	N/A

ADA, Suspension, Expulsion

Beyond standardized test data, PUENTE Charter School has realized consistently strong attendance at a rate of 96-97% each of the past four years and low suspension (0%) and expulsion (0%) rates each year.

Suspension & Expulsion Rates	12 -13	13 -14	14 -15	15-16	16-17
Suspension	0%	0%	0%	0%	0%
Expulsion	0%	0%	0%	0%	0%

Internal Assessment Data

ENGLISH LANGUAGE ARTS			2015 - 2016							
ASSESSMENT TOOL	SUBGROUP		BEGINNING OF YEAR				END OF YEAR			
			% BELOW BASIC	% BASIC (APPROACHING PROFICIENCY)	% PROFICIENT	% ADVANCED	% BELOW BASIC	% BASIC (APPROACHING PROFICIENCY)	% PROFICIENT	% ADVANCED
STUDENT PORTFOLIOS STUDENT WORK SAMPLES: PHONEMIC AWARENESS LETTER SOUND IDENTIFICATION WORD RECOGNITION WRITING RESPONSE CONVENTIONS OF STANDARD ENGLISH (CCSS.ELA-LITERACY L.K.1 – L.K.6)	SCHOOL-WIDE	# OF STUDENTS 109	27%	67%	6%	0%	2%	21%	44%	33%
	BLACK OR AFRICAN AMERICAN	11	27%	63%	10%	0%	0%	18%	45%	36%
	HISPANIC OR LATINO	98	27%	70%	3%	0%	3%	23%	43%	30%
	ENGLISH LEARNER	59	44%	53%	3%	0%	5%	37%	51%	7%
	ECONOMICALLY DISADVANTAGED	95	25%	71%	4%	0%	4%	20%	42%	34%
	STUDENTS WITH DISABILITY	3	67%	33%	0%	0%	33%	33%	33%	0%

ENGLISH LANGUAGE ARTS			2015 - 2016							
ASSESSMENT TOOL	SUBGROUP		BEGINNING OF YEAR				END OF YEAR			
			% BELOW BASIC	% BASIC (APPROACHING PROFICIENCY)	% PROFICIENT	% ADVANCED	% BELOW BASIC	% BASIC (APPROACHING PROFICIENCY)	% PROFICIENT	% ADVANCED
HOUGHTON MIFFLIN HARCOURT JOURNEYS COMMON CORE BENCHMARK/UNIT TESTS: PHONOLOGICAL AWARENESS HIGH-FREQUENCY WORDS BLENDING WORDS LISTENING COMPREHENSION WRITING TO NARRATE	SCHOOL-WIDE	# OF STUDENTS 109	31%	62%	7%	0%	1%	27%	45%	27%
	BLACK OR AFRICAN AMERICAN	11	18%	73%	9%	0%	0%	18%	55%	27%
	HISPANIC OR LATINO	98	43%	51%	6%	0%	2%	35%	35%	28%
	ENGLISH LEARNER	59	69%	25%	5%	0%	3%	37%	53%	7%
	ECONOMICALLY DISADVANTAGED	95	36%	61%	3%	0%	2%	35%	33%	31%
	STUDENTS WITH DISABILITY	3	33%	67%	0%	0%	33%	0%	67%	0%

LACC.K.L.3.4 a-b; LACC.K.L.3.5a-d; LACC.K.RF.4.4)										
	ECONOMICALLY DISADVANTAGED	95	70%	30%	0%	0%	0%	15%	37%	48%
	STUDENTS WITH DISABILITY	3	100%	0%	0%	0%	0%	33%	67%	0%

ENGLISH LANGUAGE ARTS			2015 - 2016							
ASSESSMENT TOOL	SUBGROUP		BEGINNING OF YEAR				END OF YEAR			
			% BELOW BASIC	% BASIC (APPROACHING PROFICIENCY)	% PROFICIENT	% ADVANCED	% BELOW BASIC	% BASIC (APPROACHING PROFICIENCY)	% PROFICIENT	% ADVANCED
TEACHER CREATED WRITING ASSESSMENTS PHONEMIC AWARENESS LETTER SOUND IDENTIFICATION WRITING RESPONSE CONVENTIONS OF STANDARD ENGLISH (CCSS.ELA-LITERACY L.K.1 – L.K.6)	SCHOOL-WIDE	# OF STUDENTS 109	44%	40%	16%	0%	0%	12%	25%	63%
	BLACK OR AFRICAN AMERICAN	11	27%	55%	18%	0%	0%	9%	27%	64%
	HISPANIC OR LATINO	98	61%	24%	14%	0%	0%	14%	23%	62%
	ENGLISH LEARNER	59	69%	31%	0%	0%	0%	19%	22%	59%
	ECONOMICALLY DISADVANTAGED	95	64%	31%	5%	0%	0%	14%	24%	62%
	STUDENTS WITH DISABILITY	3	100%	0%	0%	0%	33%	33%	33%	0%

ENGLISH LANGUAGE ARTS			2015 - 2016							
ASSESSMENT TOOL	SUBGROUP		BEGINNING OF YEAR				END OF YEAR			
			% BELOW BASIC	% BASIC (APPROACHING PROFICIENCY)	% PROFICIENT	% ADVANCED	% BELOW BASIC	% BASIC (APPROACHING PROFICIENCY)	% PROFICIENT	% ADVANCED
IBM WRITING TO READ CYCLE ASSESSMENTS: PHONOLOGICAL AWARENESS BLENDING WORDS LISTENING COMPREHENSION PRODUCTION & DISTRIBUTION OF WRITING (RL.K.1-RL.K.10; RF.K.1-RF.K.4; W.K.1-W.K.8)	SCHOOL-WIDE	# OF STUDENTS 109	19%	61%	20%	0%	2%	13%	27%	58%
	BLACK OR AFRICAN AMERICAN	11	18%	73%	9%	0%	0%	9%	9%	82%
	HISPANIC OR LATINO	98	20%	48%	32%	0%	4%	17%	45%	34%
	ENGLISH LEARNER	59	14%	75%	12%	0%	7%	14%	75%	5%
	ECONOMICALLY DISADVANTAGED	95	21%	46%	33%	0%	4%	17%	40%	39%
	STUDENTS WITH DISABILITY	3	33%	67%	0%	0%	0%	33%	67%	0%

ENGLISH LANGUAGE ARTS			2015 - 2016							
ASSESSMENT TOOL	SUBGROUP		BEGINNING OF YEAR				END OF YEAR			
			% BELOW BASIC	% BASIC (APPROACHING PROFICIENCY)	% PROFICIENT	% ADVANCED	% BELOW BASIC	% BASIC (APPROACHING PROFICIENCY)	% PROFICIENT	% ADVANCED
COMPUTER ASSISTED INSTRUCTION STARFALL ENTRY/EXIT ASSESSMENTS: READING FOR LITERATURE READING STANDARDS FOR INFORMATIONAL TEXT PRINT CONCEPTS WRITING STANDARDS STANDARDS FOR SPEAKING/LISTENING LANGUAGE STANDARDS VOCABULARY ACQUISITION & USE (LACC.K.RL.1-3; LACC.K.RL.2.4-2.6; LACC.K.RL.3.7-3.9; LACC.K.RF.1.1a-d; LACC.K.RF.2.2a-e; LACC.K.RF.3.3a-d;	SCHOOL-WIDE	# OF STUDENTS 109	72%	26%	2%	0%	0%	9%	22%	69%
	BLACK OR AFRICAN AMERICAN	11	83%	17%	0%	0%	0%	0%	9%	91%
	HISPANIC OR LATINO	98	61%	35%	4%	0%	0%	17%	35%	48%
	ENGLISH LEARNER	62	53%	44%	3%	0%	0%	0%	31%	69%

STUDENTS WITH DISABILITY	3	100%	0%	0%	0%	0%	33%	67%	0%
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MATHEMATICS			2015 - 2016							
ASSESSMENT TOOL	SUBGROUP		BEGINNING OF YEAR				END OF YEAR			
			% BELOW BASIC	% BASIC (APPROACHING PROFICIENCY)	% PROFICIENT	% ADVANCED	% BELOW BASIC	% BASIC (APPROACHING PROFICIENCY)	% PROFICIENT	% ADVANCED
STUDENT PORTFOLIOS STUDENT WORK SAMPLES: COUNTING & CARDINALITY OPERATIONS & ALGEBRAIC THINKING NUMBER OPERATIONS MEASUREMENT & DATA GEOMETRY (K.CC.A.1-7; K.OA.A.1-5; K.MD.A.1, K.MD.A.2, K.MD.B.3, K.G.A.1-3; K.G.B.4-6)	SCHOOL-WIDE	# OF STUDENTS 109	55%	35%	10%	0%	6%	8%	51%	35%
	BLACK OR AFRICAN AMERICAN	11	45%	45%	9%	0%	9%	0%	64%	27%
	HISPANIC OR LATINO	98	65%	24%	10%	0%	2%	15%	39%	44%
	ENGLISH LEARNER	59	90%	10%	0%	0%	2%	17%	58%	24%
	ECONOMICALLY DISADVANTAGED	95	63%	27%	10%	0%	3%	14%	41%	42%
	STUDENTS WITH DISABILITY	3	67%	33%	0%	0%	33%	0%	67%	0%

LAUSD Annual Oversight Visit Results

For the current charter term, LAUSD's Charter Schools Division (CSD) has consistently rated PUENTE Charter School highly on its annual comprehensive and detailed oversight visits. The school received the following feedback from our authorizer:

LAUSD Charter Schools Division Annual Oversight Visit	12 -13	13 -14	14 -15	15-16
Student Achievement and Educational Performance	N/A	N/A	N/A	N/A
Governance	4	4	4	2
Fiscal Operations	4	4	4	3
Organizational Management, Programs and Operations	4	3	4	1

Success of The Innovative Features of the PUENTE Educational Program

- Facilities
- Foundational Skills-Common Core and the Content Areas
- Parents As Partners
- Culturally-Relevant Learning Environment
- Data Driven Instruction

Facilities

A growing body of research has found that school facilities can have a profound impact on both teacher and student outcomes. With respect to teachers, school facilities affect teacher recruitment, retention, commitment, and effort. With respect to students, school facilities affect

health, behavior, engagement, learning, and growth in achievement. Thus, researchers generally conclude that without adequate facilities and resources, it is extremely difficult to serve the complex needs of a student population (Tanner, C.K. 2006). Besides general maintenance and construction issues, researchers have found most schools lack 21st century facilities in the form of infrastructure, dedicated computer labs, and instructional space (Tanner and Lackney 2006). More than half do not have sufficiently flexible instructional space for effective teaching to take place. Thus, facility quality is an important predictor of teacher retention and student learning. The physical and emotional health of students and teachers depend on the quality of the physical location, which makes establishing safe, healthy buildings essential. Our facility, designed by noted architect, Stephen Woolley, and wholly-owned by PUENTE Learning Center, was recognized by the American Institute of Architects with the I.D.E.A.S. award (Innovative Design and Excellence in Architecture with Steel) for exemplary structural steel design with sensitivity to the resolution of functional and technical requirements.

PUENTE Charter is proud to offer the community of learners in the underserved area of Los Angeles an intentionally-designed dedicated Children's Wing that incorporates literacy work stations and technology enhancements for a rotation-based experiential and participatory learning program. As educators we understand that students learn in different ways, so we offer rich and differentiated learning opportunities. Using all five senses provides an appropriate scaffolding approach as students build high-level academic content knowledge, skills and language. PUENTE's unique classroom rotation supports the multiple opportunities for students to express that understanding-- through the visual arts (hands-on project based learning, mural and collage-making, realia) and the performing arts (music, creative dance and drama). Students also participate in the designing, engineering and presentation of projects that connect to our theme-based learning. Through these peer-based projects, students are able to apply their content and skill knowledge in purposeful and meaningful ways. Parent feedback concerning the respectful and dignified school design and curriculum resources confirm this value-add component of PUENTE. Parent satisfaction with facility environment yields a consistent 98% "extremely satisfied" response rate during the term of the charter.

Foundational Skills – Common Core

To promote meeting the needs of all students, the use of effective, research-based class management procedures to embed appropriate depth and complexity to the Common Core State Standards provide the ability for the instructional staff to meet students at their mastery level, including advanced, and allocate the resource support accordingly. For example, the rotation-based schedule with work centers provides the ability to cluster, and have flexible student groupings, and teaching to the zone of the proximal development. The option to strengthen student momentum and reinforce anchor activities with additional take home work is utilized regularly by the instructional team.

PUENTE Charter School students and families receive a high quality education that integrates the arts, math and science (including engineering) into all disciplines. Carl Sagan stated, “All children are born natural scientists.” The primary role of our PUENTE instructional and administrative team members is to leverage this curiosity into a continued love for learning. When planning curriculum, our teachers use the Next Generation Science Standards (NGSS) and California State Common Core Standards (CCSS) as the learning goals, yet are responsive to students' questions, ideas and interests. We believe that planning and instruction should be integrated and interdisciplinary, as these approaches lend themselves to more meaningful, in-depth and engaged learning. Our classrooms environments are designed to foster 21st century skills--critical thinking, communication, creativity, and collaboration, and to help students feel safe so that they can be inquisitive learners.

Parents as Partners

In addition, in recognizing the important role parents have as their child’s first teacher, PUENTE invites and cultivates a strong home-to-school relationship with on-going communication via a weekly bilingual school family newsletter, monthly Family Engagement Meetings hosted by PUENTE instructors, administrators & external stakeholders and collaborations with literacy-based organizations to assist in creating literacy-rich home environments for families. The family newsletter includes homework journal assignments communicated for the parent(s), inviting them, with clear instructions, to extend the learning into the home environment and continue strengthening the home-to-school connection. Attendance rates for the Family Engagement meetings have averaged over 85% throughout the school year for the term of the charter, confirming the value families place on this programmatic component offered.

Culturally-Relevant Learning

Our culturally-relevant learning environment respects and celebrates our diverse representation of students and is a key component of the strengths perspective of our school culture. Our predominately Latino population affords us the opportunity to ensure family communications are accessible in English and Spanish. Our students and families’ bilingual capacities are affirmed as assets to the school community. Our inclusive embracing of our families’ rich identities is a guiding principle of our school operations and is expressed through our available parent education supports.

Our intentional emphasis on quality parent/caregiver engagement in support of a strong home-to-school connection serves to honor parents’ role as “first teacher” and to responsibly initiate parents into the school system. With the extension of tools, resources and an “open” school environment, the promotion of parent advocacy for the rights of their child and themselves is encouraged and supported.

With the standards-based, Common Core-aligned curriculum focusing on the core skills and content area knowledge, and the building of critical-thinking skills that students need to excel in their transition to first grade and beyond, PUENTE Charter School personalizes the learning for

each student and family in recognition of their existing strengths, and is the full expression of our belief that every child can succeed regardless of perceived obstacles.

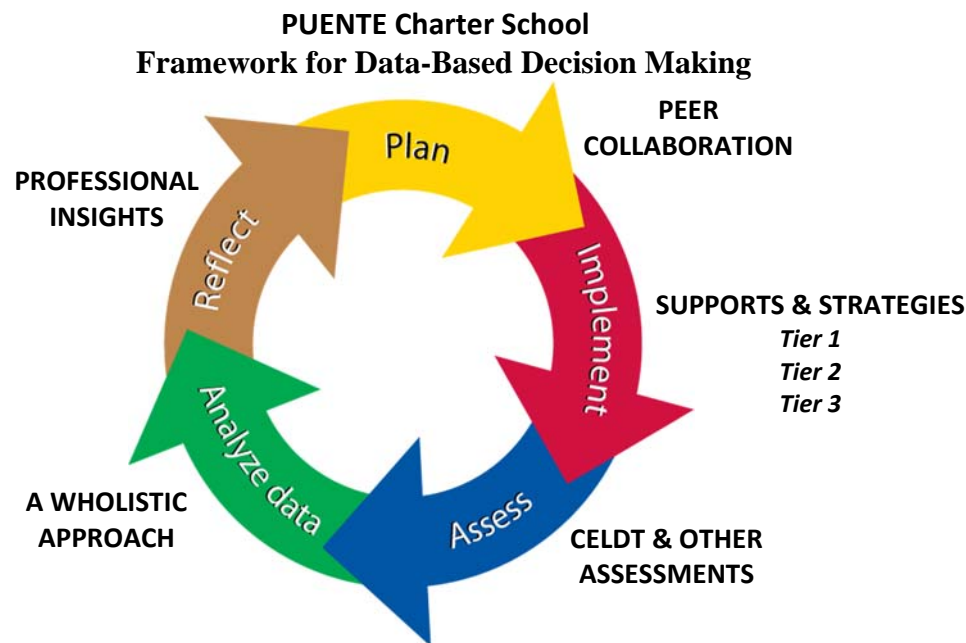
Data-Driven Instruction

As the PUENTE Charter School academic program plan has addressed the needs of kindergarten students during the term of the charter, our assessment strategy is rooted in Assessment for Learning and designed to give teachers information to modify and differentiate teaching and learning activities. We, as reflective practitioners, acknowledge that individual students learn in idiosyncratic ways, but also recognize that there are predictable patterns and pathways that many students follow. It requires careful design on the part of the PUENTE instructional and administrative staff so that we use the resulting information not only to determine what students know, but also to gain insights into how, when, and whether students apply what they know. Teachers also use this information to streamline and target instruction and resources, and to provide feedback to students to help them advance their learning.

Studies have shown that the use of Assessment for Learning contributes significantly to improving student achievement, and that improvement is greatest among lower-achieving students (Black & Wiliam, 1998). This assessment approach is the process of gathering evidence about our students learning from a variety of sources, using a variety of approaches, or “assessment tools”, and interpreting that evidence to determine:

- where our student is in his or her learning;
- where our student needs to go; and
- how best to get to the desired goal.

In ELA, all students are assessed multiple times per year (IBM Writing to Read; Houghton Mifflin Journeys Common Core; work portfolios; and Stanford Early Student Achievement Test 1); in Math, all students take a publisher-provided benchmark assessments (Sadlier Progress in Mathematics) four times per year. Following administration of these benchmark assessments, our PUENTE team work together to analyze student mastery of standards-based content on an individual and school-wide basis. Examination of subgroup data as a way to target supports and strategies to address any gaps. The PUENTE instructional and administrative team engages in intentional professional development on using the data to differentiate instruction in our classrooms, including re-teaching and utilizing best-practices strategies. The following graph illustrates our data-based and reflective decision making process.



The “tiered” approach to supports and strategies utilized by the PUENTE instructional team is a systematic approach to provide *intentional interventions of intensity* as a response to students’ individual needs. It is based on the frequent monitoring of student progress and the use of assessment data, and is implemented in collaboration with our school team. Decisions about the course of action is always on the basis of evidence derived from monitoring student achievement. In recognition of the need for continuous improvement with school-wide use of data to inform instruction, PUENTE Charter has embarked on a critical look and action plan for more enhanced systemized data tracking tools for the 2016-17 including capturing additional data through our blended learning resources (computer programs).

Transitional Kindergarten

PUENTE’s Transitional Kindergarten program is the first year of a two-year kindergarten program that uses an age and developmentally appropriate modified kindergarten academic curriculum that reinforces and builds upon expectations for learning at the preschool level (the California Preschool Learning Foundations). The TK curriculum is grounded in the Kindergarten California Common Core State Standards and the California State Content Standards that includes social, emotional, and cognitive outcomes and benchmarks. A child who has his or her fifth birthday between September 2 and December 2 of the school year shall be admitted to a transitional kindergarten program maintained by the school district.

The English Language Development Standards (ELD) and effective research-based practices are incorporated into the PUENTE Transitional Kindergarten program. These areas include (a) building connections through use of the student's primary language, (b) scaffolding instruction so that it is comprehensible for our TK English learners, and (c) including explicit ELD instruction along with multiple opportunities for using English. The PUENTE instructional team enhances English learners' comprehension of information in English by regularly using visuals such as pictures, diagrams, charts, and realia so that students can understand new ideas while they are learning English. Our teachers differentiate the level of support provided for each lesson, depending on the complexity of the academic task and the student's English proficiency level. In addition to designing lessons that focus on our TK students' English language development, our differentiated instruction plays an important role in planning and supporting interactions with English-speaking peers who serve as valuable language models. These interactions encourage our TK students to be able to identify and communicate with others about emotions as well as solve social problems. Social-emotional competencies being strengthened include emotional regulation, social knowledge and understanding, social skills, and social dispositions.

PUENTE's warm, nurturing approach is intended to offer reassurance and promote security in our Transitional Kindergarten students. The attentive commitment by the instructional team to learn about each student's interests, learning styles, strengths, and the areas that need support is an intentional effort in the positive impact on the developing TK students.

School Culture

For the current term of the charter, PUENTE has maintained an 80% retention rate with our high-quality instructional staff and a 96% response rate of "Highly Satisfied" by parent participants. Retaining our instructional team is a priority for our strong home-to-school connection. 60% of the instructional team members are from the community that they now serve at PUENTE. This relationship is a foundation to ensure that we are fulfilling our capacity to satisfy students' basic psychological needs for safety, belonging, autonomy, and competence. Research has shown that when these basic needs are fulfilled, students are more likely to become engaged in, and committed to, the school and, therefore, inclined to behave in accord with its expressed goals and values (Watson 2003). This phenomenon is often termed "school bonding" (Hawkins, Catalano, & Miller 1992). Moreover, active participation by students and families in the activities and deliberations of a "caring school environment" helps students to develop their empathy for others, their social skills and social understanding, and their understanding of the values of the community. PUENTE functions as a high-community school, and students in high-community schools are more likely to become thoughtful and reflective, to be self-directing but also to accept the authority of others, to be concerned for and respectful of others, to avoid courses of action that are harmful to themselves or others, and to maintain higher standards of ethical conduct (Osterman 2000; Schaps, Battistich, & Solomon 2004). As students and families become more capable and inclined to contribute to the supportive school context, they in effect promote, along with the school's teachers and administrators, an "upward spiral" by which community is strengthened and those involved in it are further benefitted.

Opportunities for Transformation

Organizational evolution is part of PUENTE’s thirty-year history in Los Angeles. Growing from a grass-roots effort for educational options for the Boyle Heights community into a mature organization, we have been looking strategically at our next stage of development and have been utilizing the *responsive processes* view of organization evolution. This “communicative” approach invites *authentic discussions* with internal stakeholders (staff, board members) and external stakeholders (students, parents, funders, community partners, collaborators) as to the current state of the organization including, areas of strength, areas of need, perceptions and value-offered, and the commitment to transform based on the findings. Encouraged by our board of directors and our new Chief Executive Officer, Andrea Bazán, and with a grant from the Dwight Stuart Youth Fund and assisted by Executive Service Corp., PUENTE formalized this work with a community needs assessment and a strategic planning process. In an authentic effort to respond to the dialogue with our community and supporters, PUENTE will focus its operational service efforts in the Boyle Heights neighborhood and will conclude its operations in the South Los Angeles community at the conclusion of the 2016-2017 academic year. With the intention of supporting the continuation of needed services in South Los Angeles, our facility at 10000 S. Western Avenue was sold to an entity with the expressed use of operating a charter school. As we conclude this year, the charter entity in the facility has been received well by the community and has grown in capacity to serve.

With new leadership at PUENTE, our strategic plan has gained momentum and infused our internal stakeholders, and our Boyle Heights community, with liveliness and excitement. We are the recipients of the KaBOOM! playground grant award, and are currently in the design stage of a new 3000 square foot recreational space for our students, to be installed in February 2017.

In addition, we have embarked on a capital campaign for the addition of innovative classroom spaces for our charter school students, including student work centers for the academic, technology, peer-to-peer, and project-based learning to ensure optimal school service and outcomes. The design incorporates the research-based evidence of the components of effective learning spaces for a highly-engaged student experience and desired academic outcomes.

Together, with the support of the governing board, the PUENTE team has the common goal of providing Boyle Heights with a primary school that will educate and empower the next generation of local, national and global leaders. In support our strategic plan and our high-quality, client-centered charter school operations, Jerome Greening, the Principal from 2004-2015, has returned to PUENTE as Principal after a one-year professional transition during the 2015-2016 academic year. Challenges related to our LAUSD Oversight Visit in the spring of 2016 are attributed to operational matters that have been addressed with the proactive change of leadership personnel , including an intentional focus on the systematic practices of universal screening, progress monitoring and tiered intervention in support of the continued improvement of student

achievement. Leadership emphasizes empowering instructional team members and support personnel with the time and resources to engage collaboratively for their continued growth as reflective practitioners.

Student Population Served

Enrollment Plan

General Education Program	2017-18	2018-19	2019-20	2020-21	2021-22
PUENTE TK/Kindergarten	100	100	100	100	100

Target Population

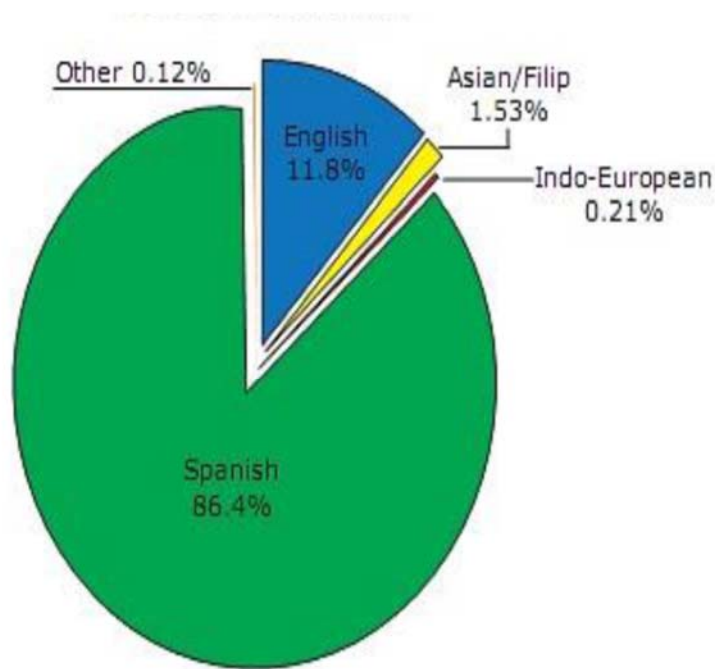
PUENTE Charter School serves inner city transitional kindergarten and kindergarten students in our vibrant Boyle Heights / East Los Angeles community, located east of downtown Los Angeles. Our target area includes zip code 90033. During the current term of our charter, an average of eighty –seven percent of the PUENTE students are Latino and 72% are English Language Learners. 85% of our families qualify for Free or Reduced Price Lunch, and we have averaged 8% of students in need of support with Special Education services (based on internal data).

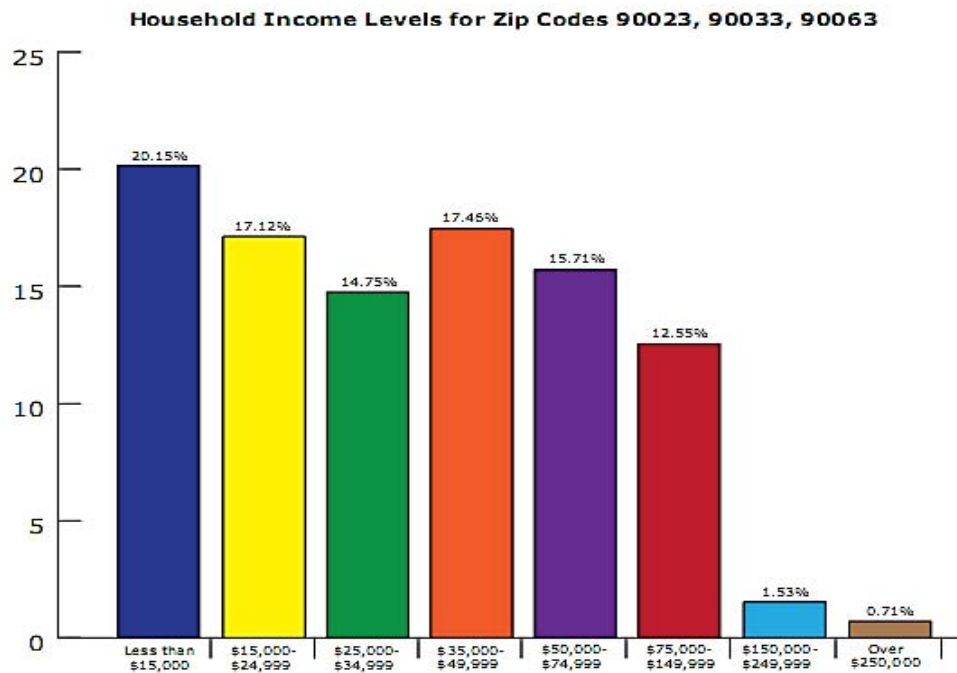
Today, 90% of residents living in 90033 speak Spanish as their primary language at home, and less than 10% speak English. (factfinder.census.gov). With a total population of about 49,000 residents living within the culturally-rich 90033 zip code specifically, 35.7% of the residents over age 25 have not completed 9th grade, and another 18.4% have not completed high school. The current educational attainment data is reflected in the economic outcomes for our community, with 26% of residents earning less than \$15,000 a year and 75% earning less than \$50,000, including families who are residing with multiple members. Cultural-wealth is rooted deeply, as parents build familial capital by serving as cultural experts and sharing their life experiences with their children, evidenced by the relationship PUENTE has had with our Boyle Heights families during the term of the charter, and an integral component of the strengths perspective of our community.

A high percentage of our students and families who attend PUENTE live in the neighborhood immediately surrounding our school, designating us as true community school that is providing a response to the residents who are asking for high-quality, early education resources for their family needs. Many of our families are able to walk to the PUENTE campus. To support our school community of parents and caregivers, and to extend the authentic invitation to partner with the school in pursuit of the shared desired outcomes, our written and oral family communication is conducted in both English and Spanish to strengthen the home-to-school connection.

PUENTE is committed to enrolling a population of students that is a true reflection of our community in terms of cultural wealth and extend our educational services to our Boyle Heights neighborhood.

Languages Spoken at Home in Zip Codes 90023, 90033, 90063





Goals and Philosophy

Mission and Vision

The mission of the PUENTE Charter School is to give children an exceptional early learning experience that establishes a solid foundation in the Common Core State Standards and 21st Century skills with superior academic instruction and intentional parental involvement. PUENTE Charter School encourages the creative pursuit of knowledge, instilling a desire for curious exploration in a caring environment in which high standards of academic performance and individual behavior are embraced to educate, inspire and empower the next generation of local, national and global leaders.

The PUENTE Charter School community of instructional and administrative team members hold the following principles to be fundamental elements of academic achievement for students and their families, especially during the critical early years of learning, and provide the framework for the services offered at our school:

- Education must take place in a safe, secure, culturally-aware environment that demonstrates, with respect and dignity, the importance of meaningful learning and intentional instruction.
- As their first and most important teachers, parents/primary caregivers play a vital role in supporting the educational, emotional and physical development of their children. As such, they must be actively involved in their child's learning and be accepted as assets to the school community.

- Parents who are involved in their child’s education become motivated to improve themselves and continue building the cultural wealth in their families and communities.
- Technology is an integral part of our world, and therefore must be strategically and appropriately integrated into learning activities of classroom instruction.
- Children learn best in a community of learners in which students of all ages are in pursuit of knowledge and they discover that education is indeed a lifelong process.
- Socioeconomic challenges are not insurmountable obstacles to achievement. Children are infinitely capable of learning and should be motivated and challenged to acquire early learning skills that will provide a solid foundation for their academic pursuits and a love for lifelong learning.
- Each child’s acquisition of knowledge is distinct. Therefore, an integrated curriculum reinforced with technology affords each child the opportunity to individually pursue, explore and acquire skills that will contribute to his/her social-emotional and academic success.
- Students with learning challenges can be supported to achieve academic success with appropriate supports and interventions.

An Educated Person In The 21st Century

Joining together our dedicated instructional and administrative team members with our supportive community of parents and caregivers, PUENTE Charter School has demonstrated a clear focus on its stewardship responsibilities of ensuring effective inclusion of 21st Century learning skills during the term of its charter. Our guiding principles stated above provide the foundation for the robust educational program plan which recognizes that our students are world citizens and need to be prepared for a more complex life and work environment in the 21st century.

PUENTE recognizes that our children increasingly engage in new realms of learning and our global communities are becoming more diverse. The need for our students to have greater resilience, understanding, and critical thinking skills is essential. In addition to our education program plan focusing on the development and learning domains of cognitive, social and emotional, physical, language, creative expression, and the disciplines of mathematics, science, and social studies, PUENTE includes additional domains toward learning that foster creativity, task persistence and motivation. Imbedded in our work station activities for the intentional support of building these needed 21st Century competencies are:

Communication—PUENTE students are supported in sharing their thoughts, questions, ideas and solutions, building mastery of listening, speaking and conveying their thoughts, as they transition through a rotation-based schedule of our facilities’ learning environments – the academic activity stations, the technology activity stations, and the circle-room activity stations – accessing Common Core State Standards-aligned resources in support of mastery of the learning goals.

Collaboration—PUENTE students work together in our intentionally-designed work stations to reach learning goals by putting their talents, expertise and skills to work, building mastery of sharing responsibility, exhibiting flexibility, and respecting one another, as they engage in student-initiated learning activities using manipulatives, realia and other classroom resources in pairs and groups.

Critical Thinking—PUENTE students problem-solve by looking at problems in new ways by analyzing, using evidence, and reflecting, building mastery of applying learned information to new situations with the use of classroom resources selected to differentiate instruction and inspire our students to learn across disciplines.

Creativity and Innovation—PUENTE students are confident and proactive in trying new approaches while thinking creatively in day-to-day situations, and in their own learning, as they engage in activities that address their social-emotional development and natural curiosity in our literacy-rich and interactive classroom environments.

In addition, our students are growing up in a digital age that brings with it an abundance of information, new spaces for learning, and unprecedented contact with people and ideas from around the world. As an intentional support, PUENTE includes technology as a tool, recognizing that appropriately incorporating digital learning experiences for our young children is essential. During the term of the charter, PUENTE has utilized a fully-equipped 20 station computer and tablet lab to achieve this programmatic priority. This blended learning approach provides our instructional and administrative team a variety of ways to address student needs, differentiate instruction, and provides data for instructional decision-making, all in support of being effective educators in the 21st Century.

The consistent intentional effort to extend the learning beyond the PUENTE classroom walls to include journal homework assignments in support of the home-to-school connection, visits to libraries, parks, museums, and other community assets provide invaluable opportunities for children and their families to become wholly exposed to the diverse people, ideas, and experiences that characterize the 21st century. Most critically, reflecting the “Habits of Mind” capacities and approaches that is included in the Common Core State Standards, and intended to deepen connectedness to life in the 21st century, PUENTE teachers and administrators bring their deep commitment to instructional and leadership excellence to develop and sustain the comprehensive supports our students (and families) will need to be successful and engaged in the learning process.

How Learning Best Occurs

As practitioners we recognize that kindergarten provides a critical window of time during which positive relationships— between our children and our teachers, between our families and PUENTE, and between PUENTE and our community—can form and be made permanent. It’s the

ideal time to build patterns of trust and communication to last lifetimes. PUENTE's instructional and administrative team promotes the building of children's enthusiasm, initiative, and engagement in learning. Our children's social and emotional well-being and eagerness to learn are prerequisites for their absorbing our formally taught content and achieving academic and personal success.

A wide body of research shows that the single greatest factor affecting student achievement is classroom instruction. "The quality of an education system cannot exceed the quality of its teachers" (Barber & Mourshed, 2007). PUENTE Charter School embraces the research-based conclusion that the only way to improve outcomes is to improve instruction. Our instructional team, supported by administrators and parents, design and deliver instruction with the intentional goal of raising student achievement, both academic and personal. PUENTE's *strategic teaching* utilizes:

- an understanding of research-based instructional strategies
- an understanding of how and when to use particular strategies
- an understanding that our fellow team educators are our greatest resource

During the term of its charter, PUENTE has offered a clear example of team teaching and its benefits. Our school culture whole-heartedly supports teachers as they work together to master new strategies and refine their practice, with the intentional goal of refining their expertise, leading to the development of more strategic teaching practice. Our five-component structure, which follows an effective data-based decision making approach, encourages the teacher behaviors that specifically lead to high levels of transfer to the classroom:

- PUENTE instructors reflect on their current practices and analyze and discuss model lessons
- PUENTE instructors collaboratively analyze lesson designs and work as a team planning and refining the lessons
- PUENTE instructors implement their lessons in the classroom and include a colleague observation component
- PUENTE instructors reflect on how their lesson worked in the classroom and provide each other with healthy feedback on how future lessons can be improved
- PUENTE instructors analyze student work and assessments collaboratively and use that data to make further instructional decisions

The framework of the PUENTE instructional practices is rooted in the research-based understanding that memory capacity has a direct effect on how children use strategies to solve problems in kindergarten (Kron-Sperl et al. 2008). Instructional approaches that lead to increased memory capacity position a child for success for mastering new learning situations. Specifically, research has shown that mental processing is increased when the challenge of the exercise is increased and when the child engages in repeated and extended practice of a challenging task (Kron-Sperl et al 2008). Therefore, opportunities to engage in repeated practice is offered in our classroom work stations and encourages the students' use of rehearsal strategies. The use of

multiple memory strategies on a given task, even in kindergartners, appears to be related to better recall memory (DeMarie et al. 2004).

Kron-Sperl and colleagues point out that as kindergarten children acquire new strategies, older and less effective strategies continue to compete for memory space until the more effective ones move in. This would help explain how children's mental functions expand over time, with recall and problem solving abilities changing and growing as children age. It is clear that repeated practice is a common learning approach in kindergarten to develop fluency in math and language arts (Kron-Sperl et al. 2008) and success in these two areas provides them with a positive start to their school careers.

To ensure this teaching practice is supported in a learning environment that matches the evolved, technologically-driven world our students are preparing for, PUENTE Charter School offers instruction in our intentionally-designed, wholly-owned facility with dedicated classroom work stations and auxiliary spaces for increased student engagement and learning. Our classroom design is particularly relevant with our emphasis on 21st century learning, and is intended to ensure students can work in peer groups, problem solve, and communicate effectively. Our classrooms have adequate space for reconfiguring seating arrangements to facilitate various modes of teaching and learning and the use of technology, all aligned to 21st century skills.

The alignment of our instructional strategies and our learning environment is in direct response to our community's request to provide an effective, respectful, and high-quality early educational program for families. This dialogue with our community has been continuous for over 30 years, beginning with the launch of our Preschool Readiness program in 1985 and continuing with the opening of our Charter School in 2002. During the term of our charter, our family-centered approach to learning has continually striven for balanced, integrated, and personalized instruction that recognizes, embraces and builds on the cultural strengths of the students and parents we serve. PUENTE is a community school where all children – regardless of their cultural, linguistic or socioeconomic background, ability or disability, or level of school readiness – are provided equal access to a respectful and engaging environment, caring instructors, support staff and administrators, and a challenging curriculum and relevant resources aligned to Common Core State Standards.

THE REQUIREMENTS OF CALIFORNIA EDUCATION CODE § 47605(B)(5)(A)(II)

PUENTE Charter School pursues the following school-wide and subgroup outcome goals, based on the state priorities detailed in California Education Code § 52060(d). Student performance and achievement of school-wide, subgroup and individual student progress is measured by multiple and varied summative and formative assessments that are aligned, when applicable to kindergarten, to state and federal standards (including the new Common Core) and reflect proficiency measures, when applicable to kindergarten, required by the new California Assessment

of Student Performance and Progress (CAASPP), as well as state priorities detailed in California Education Code § 52060(d).

The following chart details the school’s annual goals, for all pupils pursuant to California Education Code § 52052, for each of the eight (8) state priorities identified in California Education Code § 52060(d), including specific annual actions the school will take to achieve each of the identified annual goals.

STATE PRIORITY #1: BASIC SERVICES						
GOAL #1 TEACHER ASSIGNMENTS AND CREDENTIALING			Related State Priorities: X 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8			
Continue to employ fully credentialed and qualified teachers for all students as required by ESSA and the charter.			LOCAL PRIORITIES —			
SPECIFIC ANNUAL ACTION TO ACHIEVE GOALS						
<ul style="list-style-type: none">• Annual review in May/June of human resources criteria, systems and procedures for teacher hiring.• Annual review every August of master schedule/teacher assignments to ensure compliance.• All late hires are required to go through full hiring process which ensures appropriate qualifications are met.						
EXPECTED ANNUAL MEASURABLE OUTCOMES						
<p>Outcome: All PUENTE Charter School teachers are qualified and credentialed.</p> <p>Metric/Method for Measuring: Documentation (as per CCTC) maintained and current for each teacher.</p>						
Applicable Student Groups	Baseline	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022

All Students (School-wide)	All PUENTE teachers are qualified and credentialed.	All PUENTE teachers are qualified and credentialed.	All PUENTE teachers are qualified and credentialed.	All PUENTE teachers are qualified and credentialed.	All PUENTE teachers are qualified and credentialed.	All PUENTE teachers are qualified and credentialed.
English Learners	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
Socioeconomic /Low Income Students	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
Foster Youth	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
Students with Disabilities	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
African American Students	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
Latino Students	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
STATE PRIORITY #1: BASIC SERVICES						
GOAL #2: ACCESS TO INSTRUCTIONAL MATERIALS Continue to provide all pupils, including significant subgroups (Hispanic/Latino, Socioeconomically Disadvantaged, English Learners, Students with Disabilities), with access to standards – aligned (including CA CCSS and the academic content and performance standards) instructional materials.				Related State Priorities: X 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8		
				LOCAL PRIORITIES		
SPECIFIC ANNUAL ACTION TO ACHIEVE GOALS						
<ul style="list-style-type: none">Annual inventory of instructional materials, and corresponding purchase of materials as necessaryAnnual budget review and planning to ensure funds are available for instructional materials						
EXPECTED ANNUAL MEASURABLE OUTCOMES						
Outcome: 100% of students will have access to instructional materials						
Metric/Method for Measuring: Annual inventory and review						

Applicable Student Groups	Baseline	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
All Students (School-wide)	100% of students will have access to instructional materials	100% of students will have access to instructional materials	100% of students will have access to instructional materials	100% of students will have access to instructional materials	100% of students will have access to instructional materials	100% of students will have access to instructional materials
English Learners	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
Socioeconomic/Low Income Students	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
Foster Youth	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
Students with Disabilities	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
African American Students	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
Latino Students	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
STATE PRIORITY #1: BASIC SERVICES						
GOAL #3 FACILITIES MAINTENANCE Continue to maintain the facility in excellent condition				Related State Priorities: X 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8		
				LOCAL PRIORITIES		
SPECIFIC ANNUAL ACTION TO ACHIEVE GOALS						
Hire quality maintenance and operations team members Steward the community of caretakers with staff, students and families Ensure reserve for basic maintenance Conduct and track annual optimal maintenance inspections						
EXPECTED ANNUAL MEASURABLE OUTCOMES						

Outcome: Facilities in good repair

Metric/Method for Measuring: Annual review, using a checklist for equipment condition reflecting 100% functioning , and ongoing monthly maintenance.

Applicable Student Groups	Baseline	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
All Students (School-wide)	Facilities in excellent condition	Facilities in excellent condition	Facilities in excellent condition	Facilities in excellent condition	Facilities in excellent condition	Facilities in excellent condition
English Learners	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
Socioeconomic./Low Income Students	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
Foster Youth	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
Students with Disabilities	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
African American Students	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
Latino Students	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
STATE PRIORITY #2: IMPLEMENTATION OF STATE CONTENT AND PERFORMANCE STANDARDS						
GOAL #1 IMPLEMENTATION OF STATE CONTENT AND PERFORMANCE STANDARDS Ensure all students have access to the State content and performance standards, including the CA CCSS in ELA and Math through aligned curriculum, research- based instructional practices, and assessments aligned to internal benchmark assessments.				Related State Priorities: <input type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8		
				LOCAL PRIORITIES —		
SPECIFIC ANNUAL ACTION TO ACHIEVE GOALS						

- Teachers will continue to refine yearlong pacing plans in all core subject area to ensure student proficiency mastery of CCSS.
- Continued professional development with CCSS and new assessment measures, as well as instructional strategies/teaching practices for increasing student proficiency.
- Work station activities will continue to be strengthened to meet CCSS.
- Technology resources will be used in the classrooms in blended learning, with an emphasis on programs that have assessments.

EXPECTED ANNUAL MEASURABLE OUTCOMES

Outcome: 100% of ELA and Math curriculum fully aligned to CA CCSS

Metric/Method for Measuring: Documentation of teacher participation in CCSS-aligned professional development; implementation of CCSS-aligned curriculum; classroom observations by administrators

Applicable Student Groups	Baseline	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
All Students (School-wide)	100% of ELA and Math curriculum fully implemented.	100% implemented	100% implemented	100% implemented	100% implemented	100% implemented
English Learners	Same as above, in addition to ELD standards – aligned to CCSS	Same as above, in addition to ELD standards – aligned to CCSS	Same as above, in addition to ELD standards – aligned to CCSS	Same as above, in addition to ELD standards – aligned to CCSS	Same as above, in addition to ELD standards – aligned to CCSS	Same as above, in addition to ELD standards – aligned to CCSS
Socioeconomic./Low Income Students	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
Foster Youth	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
Students with Disabilities	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
African American Students	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
Latino Students	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above

STATE PRIORITY #3: PARENT INVOLVEMENT						
GOAL #1 PARENT INVOLVEMENT Increase parent and family participation in school events (e.g. Family Engagement Nights; Committee Involvement (LCAP); Family Fun Fest; KaBOOM! Playground; Parent Workshops. Learner Advisory Committee).				Related State Priorities: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8		
				LOCAL PRIORITIES		
SPECIFIC ANNUAL ACTION TO ACHIEVE GOALS						
<ul style="list-style-type: none"> Promote school-wide opportunities for parent/caregiver and family involvement and participation. Strengthen the initiation of parent involvement to the integration of their participation at a operational deeper level. Allocate financial resources for all parent events which includes translation services, child care, and recognition of participation. 						
EXPECTED ANNUAL MEASURABLE OUTCOMES						
Outcome: Consistent increase in parent/caregiver and family participation and involvement Metric/Method for Measuring: Documentation of parent gathering attendance and agendas; results of participation/satisfaction surveys.						
Applicable Student Groups	Baseline	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
All Students (School-wide)	Currently 10 Family Engagement Meetings are conducted annually	Conduct 10 Family Engagement Meeting annually	Conduct 10 Family Engagement Meeting annually	Conduct 10 Family Engagement Meeting annually	Conduct 10 Family Engagement Meeting annually	Conduct 10 Family Engagement Meeting annually
English Learners	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
Socioeconomic./Low Income Students	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
Foster Youth	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above

Students with Disabilities	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
African American Students	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
Latino Students	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
STATE PRIORITY #4: STUDENT ACHIEVEMENT						
GOAL #1 STATEWIDE ASSESSMENTS All students, including all statistically significant subgroups, will Meet/Exceed standards in ELA and Math on state CAASPP tests and demonstrate growth over previous year; 5th graders will be Proficient/Advanced (or comparable measure) on the CST for Science/new NGSS tests.				Related State Priorities: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 X4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8		
				LOCAL PRIORITIES		
SPECIFIC ANNUAL ACTION TO ACHIEVE GOALS						
<ul style="list-style-type: none"> Not Applicable 						
EXPECTED ANNUAL MEASURABLE OUTCOMES						
<ul style="list-style-type: none"> Not Applicable 						
Applicable Student Groups	Baseline	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
All Students (School-wide)						
English Learners						
Socioeconomic./Low Income Students						
Foster Youth						

Students with Disabilities						
African American Students						
Latino Students						
STATE PRIORITY #4: STUDENT ACHIEVEMENT						
GOAL #2 ACADEMIC PERFORMANCE INDEX (API) Annual API (or similar measure) will meet or exceed the growth targets set by the state for school-wide and all numerically significant subgroups				<u>Related State Priorities:</u> <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8		
				LOCAL PRIORITIES		
SPECIFIC ANNUAL ACTION TO ACHIEVE GOALS						
<ul style="list-style-type: none"> Not Applicable 						
EXPECTED ANNUAL MEASURABLE OUTCOMES						
<ul style="list-style-type: none"> Not Applicable 						
Applicable Student Groups	Baseline	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
All Students (School-wide)						
English Learners						
Socioeconomic./Low Income Students						

Foster Youth						
Students with Disabilities						
African American Students						
Latino Students						
STATE PRIORITY #4: STUDENT ACHIEVEMENT						
GOAL: A-G COURSE/ CTE COURSE OF STUDY COMPLETION RATE(S) [High School Only]				Related State Priorities: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8		
				LOCAL PRIORITIES		
SPECIFIC ANNUAL ACTION TO ACHIEVE GOALS						
<ul style="list-style-type: none"> Not Applicable 						
EXPECTED ANNUAL MEASURABLE OUTCOMES						
<ul style="list-style-type: none"> Not applicable 						
Applicable Student Groups	Baseline	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
All Students (School-wide)						
English Learners						
Socioeconomic./Low Income Students						
Foster Youth						

Students with Disabilities						
African American Students						
Latino Students						
STATE PRIORITY #4: STUDENT ACHIEVEMENT						
GOAL: ENGLISH LEARNER ADEQUATE PROGRESS RATE Not Applicable (Kindergarten-only)				<u>Related State Priorities:</u> <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 X4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8)		
				LOCAL PRIORITIES		
SPECIFIC ANNUAL ACTION TO ACHIEVE GOALS						
<ul style="list-style-type: none"> 						
EXPECTED ANNUAL MEASURABLE OUTCOMES						
Outcome: Metric/Method for Measuring:						
Applicable Student Groups	Baseline	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
All Students (School-wide)						
English Learners						

Socioeconomic./Low Income Students						
Foster Youth						
Students with Disabilities						
African American Students						
Latino Students						
STATE PRIORITY #4: STUDENT ACHIEVEMENT						
GOAL: ENGLISH LEARNER RECLASSIFICATION RATE Not Applicable (Kindergarten-only)				Related State Priorities: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 X4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8		
				LOCAL PRIORITIES		
SPECIFIC ANNUAL ACTION TO ACHIEVE GOALS						
<ul style="list-style-type: none"> PUENTE will continue to implement an ELD program in accordance with the EL master plan and charter petition. 						
EXPECTED ANNUAL MEASURABLE OUTCOMES						
Outcome: Metric/Method for Measuring:						
Applicable Student Groups	Baseline	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
All Students (School-wide)						

English Learners						
Socioecon. Disadv./Low Income Students						
Foster Youth						
Students with Disabilities						
African American Students						
Latino Students						
STATE PRIORITY # 5: STUDENT ENGAGEMENT						
GOAL: CHRONIC ABSENTEEISM RATE PUENTE commits to providing an engaging learning experience for its students and families in support of high student achievement and maintaining an attendance rate of 96%				<u>Related State Priorities:</u> <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 LOCAL PRIORITIES		
SPECIFIC ANNUAL ACTION TO ACHIEVE GOALS						
<ul style="list-style-type: none"> • Strong family engagement practices in support of favorable student attendance • Focus on a healthy school culture for child/family sense of wellness • Support families as they navigate the beginning of the school journey for their child 						
EXPECTED ANNUAL MEASURABLE OUTCOMES						

Outcome: Maintain strong favorable attendance rates

Metric/Method for Measuring: Individual student attendance records

Applicable Student Groups	Baseline	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
All Students (School-wide)	96% attendance rate	Reduce absentee rate by 1% to reach/sustain goal of <4%..	Reduce absentee rate by 1% to reach/sustain goal of <4%.	Reduce absentee rate by 1% to reach/sustain goal of <4%.	Reduce absentee rate by 1% to reach/sustain goal of <4%.	Reduce chronic rate by 1% to reach/sustain goal of <4%.
English Learners	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
Socioeconomic./Low Income Students	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
Foster Youth	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
Students with Disabilities	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
African American Students	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
Latino Students	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above

STATE PRIORITY #6: SCHOOL CLIMATE

GOAL: STUDENT SUSPENSION RATE

Continue to maintain 0% suspension rate

Related State Priorities:

☐1 ☐2 ☐3 ☐4 ☐5 ☐6 ☐7 ☐8

LOCAL PRIORITIES

SPECIFIC ANNUAL ACTION TO ACHIEVE GOALS

- Continue with school best practices of a healthy school culture and provide supports as needed for positive student behavior

EXPECTED ANNUAL MEASURABLE OUTCOMES

Outcome: Maintain 0% suspension rate, in alignment with the requirements of the MCD

Metric/Method for Measuring: Student suspension rate, as reported on the LAUSD monthly Suspension Report.

Applicable Student Groups	Baseline	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
All Students (School-wide)	0%	Suspension rate will be the same or lower 1%	Suspension rate will be the same or lower than 1%	Suspension rate will be the same or lower than 1%	Suspension rate will be the same or lower than 1%	Suspension rate will be the same or lower than 1%
English Learners	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
Socioeconomic./Low Income Students	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
Foster Youth	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
Students with Disabilities	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
African American Students	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
Latino Students	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above

STATE PRIORITY #6: SCHOOL CLIMATE

GOAL: STUDENT EXPULSION RATE

Continue to maintain 0% suspension rate

Related State Priorities:

☐1 ☐2 ☐3 ☐4 ☒5 ☐6 ☐7 ☐8

LOCAL PRIORITIES

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SPECIFIC ANNUAL ACTION TO ACHIEVE GOALS

- Continue with school best practices of a healthy school culture and provide supports as needed for positive student behavior

EXPECTED ANNUAL MEASURABLE OUTCOMES

Outcome: Maintain 0% expulsion rate, in alignment with the requirements of the MCD

Metric/Method for Measuring: Student expulsion rate, as reported on the LAUSD Expulsion report.

Applicable Student Groups	Baseline	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
All Students (School-wide)	0%	Expulsion rate will be the same or lower than comparison schools.	Expulsion rate will be the same or lower than comparison schools.	Expulsion rate will be the same or lower than comparison schools.	Expulsion rate will be the same or lower than comparison schools.	Expulsion rate will be the same or lower than comparison schools.
English Learners	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
Socioeconomic./Low Income Students	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
Foster Youth	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
Students with Disabilities	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
African American Students	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
Latino Students	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above

STATE PRIORITY #8: SCHOOL CLIMATE

GOAL: [OTHER LOCAL MEASURE(S) OF SCHOOL CLIMATE]

Stakeholders will report and demonstrate feelings of engagement, satisfaction and positive school climate and culture

Related State Priorities:

☐1 ☐2 ☐3 ☐4 ☐5 ☐6 ☒7 ☐8

LOCAL PRIORITIES

SPECIFIC ANNUAL ACTION TO ACHIEVE GOALS

- Continue Implementing engagement components and survey of stakeholders

EXPECTED ANNUAL MEASURABLE OUTCOMES

Outcome: Stakeholders will report a consistently positive relationship with the school community.

Metric/Method for Measuring: Stakeholder Survey Results

Applicable Student Groups	Baseline	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
All Students (School-wide)	96%	Satisfaction rate will maintain 96% of stakeholder s will report feelings of satisfaction, safety and positive school climate	Satisfaction rate will maintain 96% of stakeholder s will report feelings of satisfaction, safety and positive school climate	Satisfaction rate will maintain 96% of stakeholder s will report feelings of satisfaction, safety and positive school climate	Satisfaction rate will maintain 96% of stakeholder s will report feelings of satisfaction, safety and positive school climate	Satisfaction rate will maintain 96% of stakeholder s will report feelings of satisfaction, safety and positive school climate
English Learners	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
Socioeconomic./Low Income Students	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
Foster Youth	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
Students with Disabilities	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
African American Students	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
Latino Students	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above

STATE PRIORITY #7: BROAD COURSE OF STUDY

GOAL: BROAD COURSE OF STUDY

Related State Priorities:

All students, including all subgroups, will have access to a broad course (English, Math, Social Studies, Science, Health/PE, visual/performing arts) outlined in the charter petition.

☐1 ☐2 ☐3 ☐4 ☐5 ☐6 X7 ☐8

LOCAL PRIORITIES

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SPECIFIC ANNUAL ACTION TO ACHIEVE GOALS

- All academic areas will be available to all students, inclusive of all subgroups, and all grades.

EXPECTED ANNUAL MEASURABLE OUTCOMES

Outcome: Provide access to rotation-based work center academic program aligned to CCSS for meeting the needs of each student engaging.

Metric/Method for Measuring: School calendar and schedule; student portfolios and tracking

Applicable Student Groups	Baseline	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
All Students (School-wide)	100% of students will have access to the program outlined in the charter.	100% of students will have access to the program outlined in the charter	100% of students will have access to the program outlined in the charter	100% of students will have access to the program outlined in the charter	100% of students will have access to the program outlined in the charter	100% of students will have access to the program outlined in the charter
English Learners	100% of students will have access to the program outlined in the charter.	100% of students will have access to the program outlined in the charter	100% of students will have access to the program outlined in the charter	100% of students will have access to the program outlined in the charter	100% of students will have access to the program outlined in the charter	100% of students will have access to the program outlined in the charter

Socioeconomic./Low Income Students	100% of students will have access to the program outlined in the charter.	100% of students will have access to the program outlined in the charter	100% of students will have access to the program outlined in the charter	100% of students will have access to the program outlined in the charter	100% of students will have access to the program outlined in the charter	100% of students will have access to the program outlined in the charter
Foster Youth	100% of students will have access to the program outlined in the charter.	100% of students will have access to the program outlined in the charter.	100% of students will have access to the program outlined in the charter.	100% of students will have access to the program outlined in the charter.	100% of students will have access to the program outlined in the charter.	100% of students will have access to the program outlined in the charter.

Goals for Enabling Pupils to Become and Remain Self-Motivated, Competent, and Lifelong Learners

PUENTE Charter School's academic program service is rooted in research-based evidence for the sound practices to motivate our young learners and to promote a love for learning. One extensive review of the literature related to elementary classroom instruction (Meltzer, 2002; Meltzer & Hamann, 2004) generated three effective approaches that PUENTE teachers use to motivate students, including our English language learners, to read, discuss, and strengthen literacy skills across content areas.

- *Making connections to students' lives* – PUENTE instructors connect existing cultural context, background knowledge and life experiences to the texts to be read and produced; PUENTE students are encouraged to view the content they are learning as meaningful and connected, not isolated and foreign.
- *Creating safe and responsive classrooms* – PUENTE students are acknowledged, have voice, and are given choices in learning tasks in our classroom activity centers and topics of inquiry that strengthen their literacy skills; PUENTE instructors make clear to students that they care about their learning and their development of literacy skills, as well as their well-being as individuals. It is okay to make mistakes in their classrooms—our teachers acknowledge explicitly that learning is a continuum and that the role of students in our learning community school is to improve their own skills and help their peers to improve theirs; and
- *Having students interact with text and with each other about text* – PUENTE instructors promote the questioning, predicting, visualizing, summarizing, and clarifying by students as they engage in authentic activities for learning that are both student and teacher-initiated; a collaborative learning experience within the context of our classroom environment welcomes and supports the diverse perspectives of our young learners and the multiple literacies they bring to the classroom which are welcomed as a capacity and a resource.

Making the connections to our students' lives is underscored by our emphasis on engaging their first teachers – parents and caregivers. Being in a healthy and affirming relationship with our families, we can build on the stories that speak to cultural wealth. Our strong family engagement program reaches out to parents and engages them in a true partnership, challenging them to learn and apply the necessary supports for their children's learning at home and school. The Family Orientation meeting at the beginning of the year extends the official welcome to the school community. The weekly bilingual newsletters keep the home-to-school dialogue continuing – shared stories of the activities and successes of our students, families and instructional staff. Our evening Family Engagement meetings, offered every month, support the family access to the school environment at a time that meets most families' schedules. The Parent/Teacher conferences, offered twice during the school year, welcomes the continuation of the authentic dialogue between the home and school as, together, we support each student's academic and personal achievement. Our initiation of the family into the school environment deepens as we move to integrate them into the operational components of the LCAP priorities and school governance; invitations are extended to this more invested stake. The instructional and administrative team at PUENTE fully embraces this shared-responsibility, integrated, sustained, and family-strengthening approach that truly engages parents and fosters the relationships between schools and the home. During the term of our charter, we have built the meaningful foundation to authentically connect to our students' lives.

With this recognition that student motivation is often dependent upon purpose and context, including relationships with peers, parents, teachers, and others, a variety of other motivational entry points are incorporated into our service to spur student engagement with literacy. Our classrooms contain activity centers for differentiated learning and are literacy-rich with books, manipulatives, technology resources, and a variety of other materials. The activity centers have consistent displays of our students' work for the reinforcement of student ownership and pride.

Embedded in the PUENTE school operations practice is the respect and value we hold for our students and families and the research-based best practices from the areas of human development, learning, cognition, and motivation. Ornstein (1993) argues that key in these practices which foster motivation and engagement in learning are good teaching and teachers that emphasize the personal and social development of learners. He further cites a variety of research indicating that people perform best when they indeed feel respected and valued, when they can develop their own unique strengths, and when they are helped to take control of their learning and their lives. During the term of our charter, we have experienced that this higher level of sensitivity to the social learning context results in broader documented educational outcomes at PUENTE such as favorable school attendance, zero percent suspension/expulsion rates, high academic performance, self-regulation of learning, and positive feedback from parents concerning satisfaction with school culture and outcomes. The intentional goal is to create a relevant, meaningful and positive experience in our early education school in support of a lifetime of academic success and authentic personal growth.

Instructional Design

Curricular and Instructional Design of the Educational Program: Key Educational Theories and Research

PUENTE Charter School wholly recognizes the critical impact our teachers have in promoting excellent learning and will continue to focus on student achievement of the Common Core State Standards (CCSS) through collaborative teacher planning, implementation, and analysis of lessons based on mastery of the CCSS. This strengths-based approach ensures our teachers continue to be effective, and to deepen the bench of instructional expertise and leadership, we are committed to best practices that result in our teachers and administrators coming together as a professional community of self-developing practitioners. Lois Brown Easton (2007) argues that the most powerful learning opportunities are active learning opportunities embedded in teachers' work, which begins with teachers' assessments of what their students need and, subsequently, what teachers identify as areas for their *own* learning. During the term of our charter, PUENTE intentionally created conditions in which teachers are well-supported to be effective in the classroom and to improve their effectiveness throughout their careers by:

- Expanding our teachers' repertoires of research-based strategies;
- Developing our teachers' ability to adapt strategies to meet specific needs and design meaningful lessons and units; and
- Building collaborative support structures that allow teachers to learn together through feedback and coaching, analyze and refine their practices, and use student work to set instructional priorities.

Our weekly common planning time, every Friday from 12:15 p.m. – 2:15 p.m. has proven key in providing the opportunity for our teachers to form the now-defined PUENTE professional community, which is affirmed by our supportive leadership, our mutual respect for one another, and a school culture that invites risk-taking and innovation. We endorse the empowerment of our teachers as decision makers to collaborate for the purpose of teacher learning and student improvement. In support of ensuring a healthy school leadership culture, we have focused on five priorities for the PUENTE Charter School professional community; *supportive and shared leadership; collective creativity; shared values and vision; supportive conditions; and shared personal practice*. As a school staff, we ensure that our professional relationships are affirmed with these positive supports to then extend this culture into our classrooms.

Our “strengths-based” pedagogical foundation is influenced by Lev Vygotsky's, “social constructivism” which emphasizes how understanding and making meaning grows out of social relationships, and inspired by John Dewey's “active participation in one's learning” and Reggio Emilia's “environment as third teacher” theories.

Researchers have highlighted how these interpersonal, instructional, and environmental supports come together to produce better school performance through the following means: (a) *peer and adult norms that convey high expectations and support for academic success*; (b) *caring*

teacher–student relationships that foster commitment and bonding to school; (c) engaging teaching approaches such as proactive classroom management and cooperative learning; and (d) safe and orderly environments that encourage and reinforce positive classroom behavior (e.g., Blum & Libbey, 2004; Hamre & Pianta, 2006; Hawkins et al., 2004; Jennings & Greenberg, 2009).

These priorities underscore our goal of ensuring that our PUENTE students (and their families) are enjoying the learning experience. A guiding principle of the PUENTE community is that learning happens in classrooms in which children are fully respected and engaged in learning on a daily basis. Our instructional design incorporates rotation-based work stations throughout our adjoining classroom spaces, and utilizes differentiated instruction to allow for growth in STEAM learning capacity. Within our rotation model, there are several implementation settings, including whole-group instruction, small group instruction, peer-to-peer activities with manipulatives and realia, pencil and paper assignments, as well as blended learning with computers and tablets. Our intentionally-designed school facility supports our differentiated classroom practices, where we focus on the essential ideas and skills of the CCSS content areas; respond to individual student differences (such as learning style, prior knowledge, interests, and level of engagement); group students flexibly; make use of creative resources, integrate ongoing and meaningful assessments with instruction; and continually reflect and adjust by using our data-based decision making approach.

The design of our student work stations is in direct support of the learning goal of the planned activity and the link to the appropriate Common Core standard. During the term of its charter, PUENTE’s instructional team has ensured the following best-practices components to the inclusion of work stations in our instruction:

- Designed relevant activities for work stations while providing sufficient scaffolding to ensure all students will be successful.
- Engaged PUENTE students in thoughtful activities while being mindful of skill levels.
- Ensured work stations provide the opportunity for PUENTE students to practice skills and processes.
- Included tasks that provide opportunities for students to use content language through discussions or writing assignments.
- Designed activities that are relevant to students by connecting them to their lives and interests, or draw from students’ prior knowledge and experience.
- Determined what outcomes students will generate. Some stations have students collaborate with a partner or in small groups to create a shared outcome. This facilitates student dialogue and negotiations on various aspects of the task.
- Segmented each complex task into manageable subtasks to ensure student success.
- Included optional extensions for students who work quickly, or those who may benefit from additional, more challenging work.
- Determined how the outcome will be assessed, such as with a rubric, points, or a checklist; the criteria for assessment; and whether the assessment will be done by the student, a peer, or the teacher.

- Made activity center instructions clear (e.g., direct instruction, visual representations, diagrams, or instruction sheets).
- Clearly stated the assessment criteria.
- Organized resources for each activity center.

Our instructional design imbeds continuous progress as an integral component. We steward the principle that everyone has the opportunity to learn regardless of readiness level; whether a student's challenge needs additional supports or a strength needs to be developed; a child's reading level is at, above, or below grade-level; our students' interests for the content being studied; or whether our student is an English language learner or English proficient. Our differentiated instruction is in direct support of the education research that confirms every student learns when our teachers recognize differences among our children, respect those differences, and accommodate them to engage in learning.

Given that PUENTE's education service directly addresses the early years of learning, when children's approaches to learning (motivations, attitudes, and behaviors) and communicative competence are developing, the PUENTE team has prioritized the cultivation and implementation of the most-sound educational theories and practices, inclusive of the above-mentioned supports, for optimal school performance outcomes. According to Hyson (2008), challenges that may be part of a child's life, such as poverty, violence, and instability in families, combined with testing and performance measures that can be anxiety-provoking, make it especially important to use approaches that emphasize children's engagement in the learning experience. Baumgartner, Lipowski, and Rush (2003) studied a program to improve reading achievement among elementary and middle school students that used differentiated instructional strategies, including flexible grouping, student choice of learning tasks, self-selected reading time, and access to a variety of texts. In all the classrooms in the study, the targeted students improved their decoding, phonemic, and comprehension skills. Student attitudes about reading and their own abilities also improved.

Steam Capacity

The growth in STEAM learning capacity at PUENTE Charter School is rooted in the belief that academic learning and intellectual learning are best when developed together. The principles of STEAM—critical thinking, asking good questions, observation and exploration, and creative expression—are truly at the heart of every discipline. Laying the foundation for the development of science, technology, engineering, art, and math skills at PUENTE is critical to helping our students become successful as they transition to higher grades and more complex learning concepts. For example, in our early education classrooms, there is the intentional instructional approach of using STEAM-inclusive language like *design*, *experiment* and *model* and other strategic questioning. Through our collaborative teaching and common planning time, the instructional team designs developmentally appropriate lessons and activities to create an environment where STEAM is incorporated as a natural but effective part of the curriculum. For example, in our instructional unit on the Human Anatomy, our students learn the vocabulary words for the parts

of the body and their corresponding location on their body. During computer-assisted instructional time, our students access the program that requires them to identify the anatomy vocabulary and manipulate the computer mouse and to place the words on the correct body location. During circle time, the students sing “body parts” songs (ex. Dem Bones) while pointing to the location on their own body. To further the STEAM capacity opportunity, the students work in groups to draw their body outline and create body parts out of craft resources to produce a final anatomy project.

To best support our instructional team with building capacity with the integration of STEAM lessons, PUENTE will include STEAM professional development opportunities for enhanced implementation.

Blended Learning

The PUENTE Charter School inclusion of a blended instruction design is to meet the individual needs of student by allowing teachers to personalize instruction. Our computer assisted instruction supports learning differences; supports students’ need to be challenged; equal access; opportunities to work confidently; differentiated instruction; appropriate instructional levels (allows for individual pacing); and student engagement. Specific software is selected by the instructional team as an additional resource for Common Core State Standard mastery and accessed daily in our dedicated computer lab, equipped with a computer for every child. Embedded assessments are utilized to inform instruction for individual student pacing plans.

Curriculum and Instruction

The intentional goal of PUENTE Charter School’s curriculum and instructional approaches is to respect education as the process of accompanying our learners; caring for and about them; and bringing learning into life. John Dewey stated that “Education is born, it could be argued, of the hope and desire that all may share in life and ‘be more’.” For the PUENTE community, education is a matter of grace and wholeness, wherein we engage fully with the gifts we have been given to create and sustain informed, hopeful and respectful environments where learning can flourish.

With a focus on developing students’ communicative strengths, the PUENTE Charter School Common Core State Standards-aligned English-Language Arts curriculum relies on the English Language Arts/English Language Development Framework for California Public Schools to fully support our students with mastery of the four strands of reading, writing, listening and speaking, PUENTE’s use of print and digital reference materials includes *Houghton Mifflin Journeys* and *IBM Writing to Read*.

In *Journeys*, for Kindergarten instruction, vocabulary strategies include:

- Action Words
- Antonyms/Synonyms
- Classification/Categorization
- Color Words

- Context Clues
- Describing Words
- Environmental Print
- Figurative Language Words
- Multiple-Meaning Words
- Science Words
- Sensory Words
- Shape Words
- Similes

As an instructional foundation, research shows that to be most effective, English-language arts instruction must support students, directly and explicitly, with how to use the strategies needed to comprehend a text (Cantrell, Almasi, Carter, Rintamaa, & Madden, 2010; National Reading Panel, 2000; Hollingsworth & Woodward, 1993). PUENTE's instructional team uses of the following strategies in support of guiding our students in what strategies to use, and why, when, and how to use them:

- *Direct explanation.* The PUENTE teacher explains the strategy and when to apply it.
- *Modeling.* The PUENTE teacher models application of the strategy.
- *Guided practice.* The PUENTE teacher guides and assists students as they learn to apply the strategy.
- *Application.* The PUENTE teacher provides practice opportunities until students are able to apply strategies independently (Center for the Improvement of Early Reading, 2003).

The inclusion of explicit instruction as part of an instructional plan has been shown to lead to higher levels of comprehension of the five key components of reading for early learners identified by the National Reading Panel (2000) 1) phonemic awareness; 2) phonics; 3) fluency; 4) comprehension; and 5) vocabulary (Klingner & Vaughn, 2004).

Our instructional practices also include:

- Whole Group Instruction— introduce new skills and use direct teaching methods with the whole class.
- Targeted Small Group Instruction— small leveled groups to develop specific skills as well as direct instruction in phonics, whole language, decoding and guided reading and writing.
- Work Stations-- peer-to-peer and independent opportunity to practice and reinforce literacy skills
- Blended Learning for Phonics/Word Study--IBM Writing to Read computer and work journal for reinforcement of phonemic awareness, phonics development and word study with a particular benefit for our English Learners.
- Thematic Instruction-- Learning literacy in context of understanding the different types of literature and their purpose in the art of storytelling.

Our thematic instruction involves organizing the curriculum around relevant and engaging topics for our young learners that crosses all learning domains— receptive and expressive language development, math, science, art, social skills, fine and gross motor skills. One of the consistent

findings across research on vocabulary acquisition is the need for multiple exposures to words. Words must be encountered a number of times before true learning occurs (Beck, McKeown, & Kucan, 2002; Blachowicz & Fisher, 2000; Graves, 2006; Kolich, 1988; Stahl & Fairbanks, 1986). In a review of the literature on vocabulary instruction, Dixon-Krauss (2001) concluded that “the most effective vocabulary instruction includes multiple exposures to words in a variety of oral and written contexts...” (p. 312). As our PUENTE students engage in the work station activities, contextual learning is reinforced as students discover meaningful relationships between abstract ideas and practical applications through the process of discovering, reinforcing, and relating, in support of beginning to make connections across STEAM. Reading books; writing sentences and passages; counting and patterning; making observations; developing charts; drawing, painting, and creating with art supplies; dancing; building things; and interacting with each other all serve to support English-language arts competency. During the term of the charter, PUENTE’s instructional staff has included the following learning themes: *Health & Hygiene; Good Nutrition; Things We Wear; My Family; Everyday Heroes; Anatomy; Homes; The Continents; Weather; Good Citizenship; African American Heritage Month; Things That Go; Plant Growth; Mammals; Amphibians; Family Traditions; Wild Animal; Insects.*

Our thematic instruction is an intentional support for our predominately English-language learners to build *schema*—or to make connections—as they learn because they approach the theme from multiple perspectives and use many different resources. Our students benefit from multiple exposure to new words and ideas because each interaction with a new word or idea builds their understanding. Our English-language learners, in particular, learn by connecting their direct experiences to the language they hear during planned activities. The thematic instruction supports the strengths perspective of our educational program plan as our children connect their existing knowledge, which they develop within their culture and family, to new knowledge they are gaining at school. The instructional approaches fully express themselves as the PUENTE students:

- Build on their own cultural experiences
- Share their cultural experiences with others
- Learn English words for concepts they already know in their home language
- Learn new English words for concepts they have not yet learned in their home language
- Make connections between their cultural experiences and classroom curriculum

Studies affirm that students in schools using integrated curriculums experience improvement in writing and content knowledge as well as an increase in motivation and an increase in the amount of time they stayed in school. (Aschbacher, 1991; Willett, 1992.) Additional studies show that students in interdisciplinary programs make connections among different subject areas to answer open-ended questions, retain what they have learned, apply learning to real-life problems, have fewer discipline problems, and have lower absenteeism (Curtis, 2002).

Mathematics

With the focus on developmentally appropriate math instruction and effective strategies, the learning objectives and outcomes aligned to the rigorous Common Core mathematics standards are met by ensuring balanced teaching for conceptual understanding and for procedural fluency. Research has shown that when students learn procedures without meaning, they are only memorizing discrete pieces of information that are difficult for them to remember. Students are better served when they develop an understanding of the concepts they are studying before application of these ideas to procedural strategies (National Mathematics Advisory Panel 2007). For our kindergarten and transitional kindergarten instruction, an example of the instructional approach would be the PUENTE children first solve problems and develop meaning for addition and subtraction, then they learn to write number sentences to represent addition and subtraction. Using math resources from *Sadlier* and *Houghton Mifflin*, our guided instruction also includes activities that arise from children's interests, questions, concerns and everyday experiences. We extend the math instruction to the work stations for interdisciplinary connections and practice, promoting student sharing of their mathematical ideas while working in pairs and groups, and the use of a range of tools, including digital, to mediate learning.

This balanced math instructional design supports students' mastery of basic computational and procedural skills; conceptual understanding; and problem solving, with an emphasis on making connections among mathematical ideas and between mathematics and other disciplines. Our pedagogical approach supports engaging our students in a variety of mathematically-related activities across different areas of learning to intentionally support this learning goal. As an instructional team, we ensure our elements of sound teaching practices including, classroom management, a logical progression of lessons, an effective use of assessment, and time management are in place. Our PUENTE teachers receive on-going professional development in implementing both the Common Core State Standards and the Standards for Mathematical practice, which are the vehicle in which the content standards are delivered. The Standards for Mathematical Practice are embedded in instruction.

Social Studies/Humanities

Our practice of incorporating thematic instruction supports our instructional team in planning multiple opportunities for our students to build on what they already know and to extend learning with meaningful, connected activities throughout the day and the academic year. Our social studies curriculum is based on the History-Social Sciences Content Standards for California Public Schools: Kindergarten through Grade Twelve, CCSS for English Language Arts and Literacy in History/Social Studies, Science, and Technical Subjects (CA CCSS for ELA/Literacy), and ELA/ELD Framework. The curriculum is concept-based, and provides in-depth study to promote student inquiry of causal relationships and historical connections, reinforcing critical thinking skills and the understanding of our common human experience. Lessons on notable figures and everyday heroes build the understanding of contributing to one's community and the world-at-large in respect of others. Stewardship, leadership, and individual responsibility are underscored as students explore characteristics that are admirable, valuable and contribute to making the world a better place. To strengthen the display of these attributes with our students, our instructional team support peer

group work station activities, based on the theme, where verbal, social, artistic and logic learning is reinforced. Themes currently used in our curriculum to engage our students in support of the Social Studies and Humanities standards include: *Everyday Heroes/Community Helpers*; *Good Citizenship*; *African American Heritage Month*; *Family Traditions*; *Cesar Chavez*; *Geography & Map Skills*; and *The Continents*.

Science

Curiosity is a natural component of childhood (Arnold & Colburn, 2010). Science is part of the integrated curriculum offered at PUENTE Charter School. Students explore and discover the natural world in support of mastery of the Practice Standards component of the *Next Generation Science Standards*. With the ability to offer work station activities, our students engage in both guided and student-initiated exploration and about the physical and biological sciences that builds upon their understanding and use of vocabulary skills, cooperative learning skills and science concepts as they relate to the world around them. Our instructional team actively promotes the reinforcement of key mathematical concepts, especially graphing and measurement skills. The science curriculum promotes intuitive, imaginative thought, encouraging children to learn to ask *Who?*; *What?*; *When?*; *Where?*; *Why?*; and *How?* Embedded in the instructional practices is the desired results of our students:

- Asking Questions and Defining Problems
- Developing and Using Models
- Planning and Carrying Out Investigations
- Analyzing and Interpreting Data
- Using Mathematics and Computational Thinking
- Constructing Explanations and Designing Solutions
- Engaging in Argument from Evidence
- Obtaining, Evaluating, and Communicating Information

The Arts

The visual and performing arts are intentionally integrated into our core subject areas, incorporating the five strands of the *Visual and Performing Arts Content Standards for California Public Schools: Kindergarten through Grade Twelve*: Artistic Perception, Creative Expression, Historical and Cultural Content, Aesthetic Valuing, and Connections, Relationships, and Application.

Music, art, and drama are all powerful manifestations of cultural heritage. We promote the study and participation in the visual and performing arts to support student learning about the traditions and modes of thought of their native cultures as well as those of other cultures. The arts provide a means for creativity and self-expression. Our young students discover that their thoughts and feelings can be communicated nonverbally through music, art, and drama. These disciplines are integrated throughout the curriculum, including both opportunities to learn about the arts and to

personally participate in weekly music and drama cycle instruction including percussion, storytelling, and musical theater. PUENTE has partnered with local arts-based organizations, *Theater of Hearts/Youth First* and *Sound Art*, to provide professional artist-in-residence instruction for our students. With a schedule that includes skill-building, cooperative learning with peers and rehearsal, our students display their proficiency and collaborative efforts at celebratory work-in-progress performances for family members and invited guests at the conclusion of each music and drama instructional cycle in our dedicated 4500 square foot multipurpose room, with elevated stage.

PUENTE musical theatre work-in-progress performances have included, *The Lion King*, *The Sound of Music*, *Annie*, *Mary Poppins* and *Oliver!* Yearly on-site performances from the Los Angeles Opera feature family-friendly presentations like, “*Don’t Be Afraid, It’s Just Opera*” support family appreciation for opera.

Technology

The PUENTE Charter School instructional team utilizes computer-assisted instruction (CAI) programs to support student mastery foundational literacy skills. Our classroom design includes a dedicated computer lab work station (with tablet access also), allocating a computer for every student during rotation into the lab. The intentional effort is to offer programs that adjust to students’ specific instructional levels and provide immediate and specific feedback such that the rate of learning is maximized. In addition, instructional features (e.g., animation, interactive features) that are engaging to our young children assists with the time on task which enhances learning. In an effort to address the needs of each learner, our students who have Individualized Educational Plans, or those who are referred to our Student Success Team, our computer-assisted instruction is considered an evidence-based educational support. Specifically for the students who need additional supports and interventions, the computer-assisted instruction provides the opportunity for intensive anchor skill reinforcement including word recognition, decoding skills and numeracy skills. The multisensory approach, including the auditory and visual reinforcement, provides a value-add component to the students learning experience.

As an instructional principle, our inclusion of CAI is reinforced with our proven teaching practices such as active engagement, immediate and consistent feedback, and connections to Standards-based/learning theme contexts. Examples of CAI resources currently being utilized includes:

- 1) **ABCya!** used to reinforce:
 - Alphabet Recognition (Upper and lowercase letters)*
 - Phonemic Awareness*
 - Sight Word Recognition*
 - Independent Reading*
 - Comparing Number Values*

Addition

- *Adding numbers within 10*
- *Adding numbers within 20*

Subtraction

- *Subtracting numbers within 10*
- *Subtracting numbers within 20*

Recognizing Patterns

- *Identify Pattern*
- *Extend Pattern*

Sorting Objects

Telling Time to the Nearest Hour

Matching Numbers to Objects

Recognizing Coins and Values

Holidays and Special Days

2) **PBS Kids** used to reinforce:

Letter Recognition

Initial Sounds

Phonemic Awareness

- *Initial Sounds*
- *Medial Sounds*
- *Ending Sounds*

Digraphs

Blends

Rhyming Words

Vocabulary Development

Independent Reading

Shape Recognition (2 dimensional shapes)

Sorting Objects (shape, color, taxonomy, size)

Match Objects to Corresponding Number

Addition

- *Composing numbers 1 -20*

Measuring Objects (height, weight)

Cardinal Directions

Problem Solving

Critical Thinking Skills

Match Animals to Habitats

Holidays and Special Days

3) **Starfall** used to reinforce:

Letter recognition (upper and lowercase letters)

Phonic awareness

- *Initial sounds*

- *Medial sounds*
- *Ending sounds*

Blending sounds into words

Decoding

- *Short vowel words*
- *Long vowel words*
- *Digraphs (-th, -ch)*
- *Blends (wh-, th-, ch-)*
- *Vowel teams (-oa-, -ea-, -ai-, -ee-)*
- *R-control O words (-or)*
- *R-controlled words (-ar, -er, -ir)*
- *Y as Long E words*

Rhyming Words (-an, -at, -en, -et, -ig, -ip, -ot, -og, -ug)

Vocabulary Development

Independent Reading

Shape recognition (2 dimensional shapes, 3 dimensional shapes)

Pattern recognition (A, AB, ABC, ABCD, AABB, ABBA)

Addition

- *Adding within 10*
- *Composing numbers from 11-20*

Subtraction

- *Subtracting within 10*

Telling Time to the Nearest Hour

Comparing Numbers

Special Days and Holiday

Software Programs

Alphabet Interactive Games reinforces:

Letter Recognition (Upper and lowercase letters)

Letter Sequencing

Letter Sound Correspondence

Beginning Operations Interactive Games reinforces:

Addition

- *Adding within 12*

Subtraction

- *Subtracting within 12*

Clifford Learning Activities reinforces:

Letter Recognition (upper and lowercase letters)

Addition

- *Adding numbers from 1 – 20*

Pattern Recognition (AB, ABC, ABBC, ABCD)
Sorting Objects
Independent Reading
Rhyming Words

Fisher Price 123 reinforces:

Sorting Objects (shape, color, size)
Matching Words to Objects
Matching Numbers to Objects
Counting up to 10
Vocabulary Development
Listening Skills

Fisher Price ABC reinforces:

Letter Recognition
Phonemic Awareness

- *Match letter to sound*

Listening Skills

Math Blaster Ages 5-7 (CD ROM) reinforces:

Sorting objects (shape, design, color)
Addition

- *Adding numbers from 1 – 20*

Measuring the weight of objects
Telling Time to the nearest hour

Phonemic Awareness Interactive Games reinforces:

Letter Recognition
Phonemic Awareness

- *Letter to Sound Correspondence*

Blending Sounds into Words
Identify Rhymes
Syllable Sorting

Reader Rabbit Math Ages 4-6 reinforces:

Addition

- *Adding numbers from 1 – 20*
- *Composing numbers 10 – 20*

Matching numbers to objects (1 – 20)
Subtraction

- *Subtracting numbers 1 – 20*

Pattern Recognition (AB, ABC, ABCD)
Predicting what number comes next (1 -20)

Reader Rabbit Reading Ages 4 – 6 reinforces:

Letter Recognition

Vocabulary Development

Phonemic Awareness

- *Initial Sounds*

Sight Word Recognition

Independent Reading

Listening Skills

Reader Rabbit 1st Grade (CD ROM) reinforces:

Letter Recognition

Phonemic Awareness

- *Initial Sounds*

Blends (sk-, th-, st-, sh-)

Digraphs (-ch, -th, -st, -sh)

Days of the Week

Addition

- *Adding within 10*
- *Adding up to 20*

Subtraction

- *Subtracting within 10*
- *Subtracting up to 20*

Recognizing Coins and their Value

- *Adding coins*

Recognizing Patterns

- *Identify Pattern*
- *Extend Pattern*

Measurement

- *Compare Lengths*

Sorting (animals)

Writing to Read reinforces:

Letter to Letter Sound Correspondence

Phonemic Awareness

- *Initial Sound*
- *Medial Sound*
- *Ending Sound*

Decoding Skills

Interactive Stories

Arthur's Birthday reinforces:

Listening Skills

Vocabulary Development

Fine Motor Skills

Arthur's Reading Race reinforces:

Listening Skills

Vocabulary Development

Fine Motor Skills

Green Eggs and Ham reinforces:

Listening Skills

Vocabulary Development

Fine Motor Skills

Shelia Rae, the Brave reinforces:

Listening Skills

Vocabulary Development

Fine Motor Skills

Stellaluna reinforces:

Listening Skills

Vocabulary Development

Fine Motor Skills

The Cat in the Hat (Story) reinforces:

Listening Skills

Vocabulary Development

Fine Motor Skills

Physical Education and Cooperative Play

The PUENTE Charter School Physical Education curriculum is based on the *Physical Education Framework for California Public Schools: Kindergarten through Grade Twelve*. Our students build their fitness, coordination, locomotor skills, and listening skills with intentional time outdoors in our designated play space, our circle room activity center and our 4000 square foot multipurpose room. Stretching and a cardiovascular activity such as running are performed in each class to encourage fitness throughout the year.

Extensive studies indicate the importance of cooperative play in the kindergarten classroom. It is during play situations that our children have the opportunity to cooperate and engage in conversation

with their peers that is child-initiated and is associated with a balanced development of both cognitive and affective domains in kindergarten students (Gmitrova and Gmitrova 2004). We provide resources for the opportunity for play activities, including access to imaginative play activity stations, toys, board games, manipulative, costumes, and props.

Innovative Components of the Instructional Program

PUENTE's rotation-based work station learning activities, aligned to CCSS offers an experiential educational program that is differentiated to meet the individual needs of our students, including our significant EL population, as they develop proficiency across core subjects as well as the arts and technology.

Intervention and Enrichment Programs

PUENTE Charter School tracks individual student progress and provides needed support when identified with Student Success Team-drafted plans of action and our ability to target instruction with small group and individual learning. Our paraprofessionals offer one-on-one support as an intentional Response to Intervention. Parent education sessions model and teach effective strategies to continue with supports in the home environment. We offer a summer program for all in-coming and exiting student to continue reinforcing the learning goals and school routine. Our after-school enrichment program, offered daily in the afternoon at our school site, supports the extension of the school day with the opportunity for students to receive remedial support and project-based learning activities.

Curricular and Instructional Materials

Teachers use Common Core State Standards-aligned curricula materials for the core academic subjects. As an instructional and administrative team, we assess and evaluate the effectiveness of our curriculum annually and make refinements as needed.

The following textbooks are utilized for our transitional kindergarten and kindergarten instruction:

English Language Arts; English Language Development	<i>Houghton Mifflin Journeys</i> <i>Scott Foresman Reading</i> <i>IMB Writing to Read Work Journal</i>
Mathematics	<i>Sadlier-Oxford Progress; Common Core</i>

Science	<i>Next Generation Science Standards; FOSS Next Generation (Delta Education); Weekly Thematic Instruction for Science Exploration</i>
Social Studies	<i>The History-Social Sciences Content Standards for California Public Schools: Kindergarten through Grade Twelve, CCSS for English Language Arts and Literacy in History/Social Studies, Science, and Technical Subjects (CA CCSS for ELA/Literacy), and ELA/ELD Framework.</i>

Comprehensive Course List

All students, TK-K, participate in a comprehensive instructional program that incorporates the instructional subjects.

Instructional Methods and Strategies

Embedded in the PUENTE school operations practice is the respect and value we hold for our students and families and the research-based best practices from the areas of human development, learning, cognition, and motivation. Ornstein (1993) argues that key in these practices which foster motivation and engagement in learning are good teaching and teachers that emphasize the personal and social development of learners. He further cites a variety of research indicating that people perform best when they indeed feel respected and valued, when they can develop their own unique strengths, and when they are helped to take control of their learning and their lives. During the term of our charter, we have experienced that this higher level of sensitivity to the social learning context results in broader documented educational outcomes at PUENTE such as favorable school attendance, zero percent suspension/expulsion rates, high academic performance, self-regulation of learning, and positive feedback from parents concerning satisfaction with school culture and outcomes. The intentional goal is to create a relevant, meaningful and positive experience in our early education school in support of a lifetime of academic success and authentic personal growth. Our instructional practices include:

- Whole Group Instruction– introduce new skills and use direct teaching methods with the whole class.
- Targeted Small Group Instruction– small leveled groups to develop specific skills as well as direct instruction in phonics, whole language, decoding and guided reading and writing.
- Work Stations-- peer-to-peer and independent opportunity to practice and reinforce literacy skills
- Blended Learning for Phonics/Word Study--IBM Writing to Read computer and work journal for reinforcement of phonemic awareness, phonics development and word study with a particular benefit for our English Learners.

- Thematic Instruction-- Learning literacy in context of understanding the different types of literature and their purpose in the art of storytelling.

How The School's Instructional Methodologies and Curriculum Will Ensure Student Mastery of the California CCSS and Other State Content Standards

In addition to utilizing CCSS-aligned published curriculum (text and online), our PUENTE instructional team participates in professional development on lesson planning and using data to inform instruction and differentiation. Our administrative team utilizes data to review and assess the effectiveness of our teachers and provide additional support and professional development opportunities as needed, specifically including the formative unit and chapter assessments from the state-adopted instructional materials aligned to the California Common Core State Standards for English Language Arts and Literacy, Social Studies/History, Science, Math and the California English Language Development Standards (CA ELD) According to the California Science Framework, there are several conceptual shifts with regard to the instructional practice of acquiring and utilizing knowledge of science and technology which informs our curriculum development and instructional practice including that the Next Generation Science Standards and Common Core State Standards (English Language Arts and Math) are aligned.

How the Instructional Program Will Support Student Development of Technology-Related Skills and Student Use of Technology

The PUENTE Charter School instructional design places a priority on blended learning and has a fully-equipped computer lab and makes use of tablets for student learning, fostering proficiency with technology and preparing our students for their future grades with computer-based standardized test-taking. PUENTE is currently in the research stage to incorporate formal coding instruction in the academic program plan for students, with full implementation during the 2017-2018 academic year.

Grades	Grades Offered	Number of Regular Days	Number of Instr. Minutes Per Regular Day	Number of Early Dismissal Days	Number of Instr. Minutes Per Early Dismissal Day	Number of Minimum Days	Number of Instr. Minutes Per Minimum Day	Number of [Other] Days	Number of Instr. Minutes Per [Other] Day	Total Number of Instr. Days	Minutes Required Per State Law	Total Number of Instr. Minutes	Number of Instr. Minutes Above/ Below State Required
TK/K	X	145	350	35	245	0	0	0	0	180	36000	59325	23325

**DAILY
SCHEDULE**

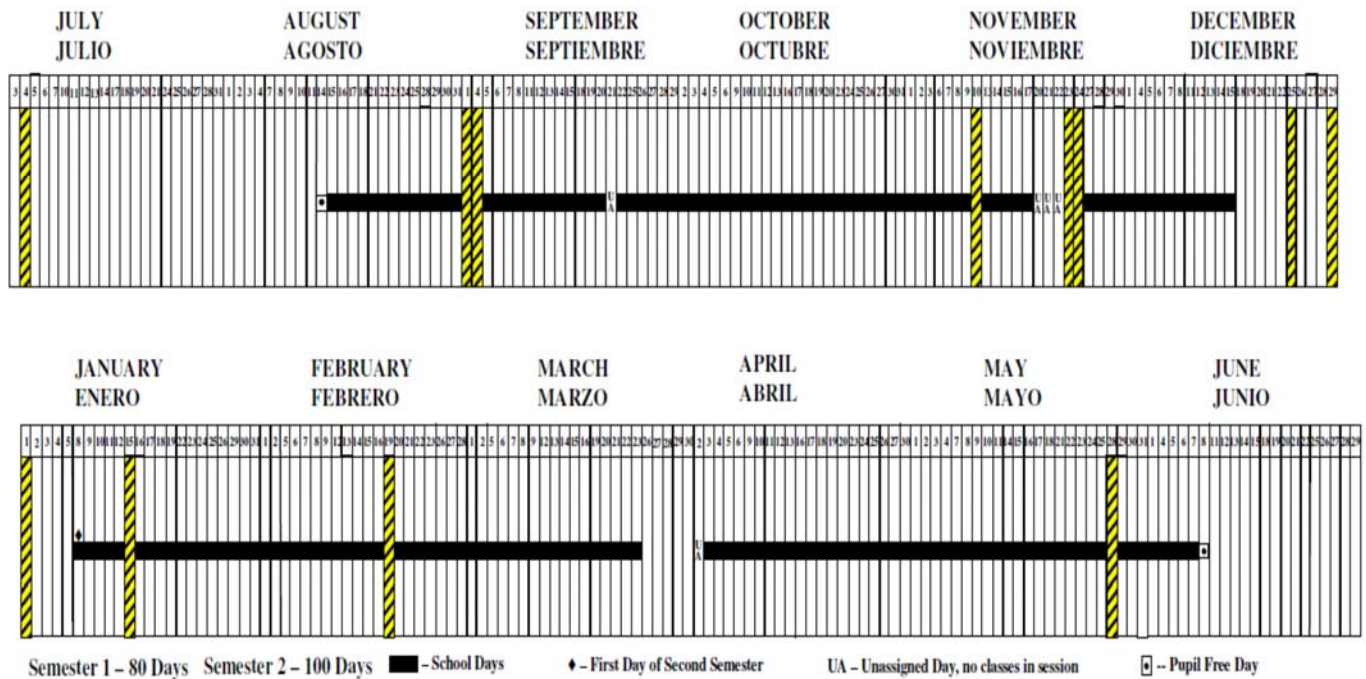
PUENTE CHARTER SCHOOL KINDERGARTEN CLASS		
Time	Subject	Instructional Minutes Per Day
7:45 – 8:00	Welcome & Let's Get Organized!	15 minutes
8:00 – 9:00	Designated; ELD/Computer Assisted Instruction	60 minutes
9:00 – 10:00	Designated Mathematics/CAI	60 minutes
10:00 – 10:15	Snack	15 minutes
10:20 – 11:20	Circle Room Activities; Theme of the Week; English Language Arts & Integrated Core Subject Areas	60 minutes
11:20 – 11:55	Cooperative Play; Physical Education	35 minutes
12:00 – 12:25	Lunch	25 minutes (End of Day on Friday)
12:30 – 1:00	Art & Music Rotation	30 minutes
1:00 – 1:30	Science & Social Studies	30 minutes
1:30 – 2:00	Science & Social Studies/CAI	30 minutes
2:00 – 2:15	Evaluation of the Day	15 minutes

ACADEMIC CALENDAR 2017-2018

PUENTE CHARTER SCHOOL INSTRUCTIONAL SCHOOL CALENDAR 2017-2018

Monday - Thursday; 7:45 a.m. - 2:15 p.m.

Friday; 7:45 a.m. - 12:15 p.m.



IMPORTANT DATES:

07-04-2017	Independence Day	11-23 & 11-24-2017	Thanksgiving Holiday	03-26 thru 03-30-2018	Spring Recess
08-15-2017	First Day of Instruction	12-18-2017 thru 01-05-2018	Winter Recess	04-02-2018	Cesar E. Chavez Birthday Observed
09-01-2017	Admissions Day	♦ 01-08-2018	Second Semester Begins		
09-04-2017	Labor Day	01-15-2018	Dr. Martin L. King, Jr.'s Birthday	05-28-2018	Memorial Day
11-10-2017	Veterans Day Observed	02-19-2018	Presidents' Day	* 06-07-2018	Last Day of Instruction



HOLIDAY

Rotation-Based Work Station Typical Instructional Day

7:05 am: The usual early arriving students trickle into the Charter School Office. Their parents are thankful to leave them in the care of their teacher. These early arriving children are the “helpers” and happily help set up the stations for the day. They carefully set out the crayons, pencils, help feed the fish, turn on the computers and help with preparations in the multipurpose room.

7:30 am: Students, teachers and parents that stay for the daily morning announcements begin to gather in the multipurpose room. Children are excited to see each other and begin reciting their oral reading homework assignment.

7:45 am: A designated teacher approaches the microphone and welcomes all families. The teacher has a paper birthday crown in her hand and calls up Jonathan from the parent and student audience. She carefully places the crown on his head. Everyone joins in and sings happy birthday to him. “What are your birthday plans?” asks the teacher. “My mom is going to make me a chocolate cake!” Jonathan exclaims. “We hope you have a wonderful day!” says the teacher. She goes over some brief announcements about upcoming events for the week and reminds parents to read their weekly newsletter. The teacher asks if children have been reading their stories to their families. It is their homework assignment. The teacher asks for one kindergarten and one TK student volunteer to read their oral reading assignment aloud. Makayla raises her hand and confidently reads her story “Bugs in the Garden” to everyone. Everyone claps for her. Jacob, a TK student, enthusiastically reads his passage, “The Bug”. Children understand that everyone will have their turn to read aloud. Next, the teacher reaches into the “Garden Basket” for a stack of tongue depressors with the children’s names printed on them. She pulls one out from the center and reads the name Julianna. Julianna leads everyone in the Pledge of Allegiance. Everyone is inspired and ready to begin his or her day. All classes begin to exit the multipurpose room and enter their respective classrooms.

7:55 am: Children walk through the hallway pointing at their work prominently displayed for all to see. They wave to Graciela, the Charter School Registrar, as they pass her window. She greets them with a big smile. They enter their classroom filled with student created paper trees and vines displaying their colorful work. The children quickly organize themselves. They place their homework in the homework box. Other classroom monitors carry the backpacks to the closet.

8:00 am: The teacher welcomes the children to their intense English Language Development with Computer Assisted Instruction class. She pulls out a bag with toy insects and lets the children

inspect them. The children notice that insects have three body parts and six legs. She explains what insects are and talks about the theme of the week, “Insects”. She explains they will see this theme reoccurring throughout their day. She shows them the book they will read. The class takes a picture walk and admires the artwork and illustrations. The teacher says they will revisit this story later during their math, art, and science lessons. The teacher selects one child to “teacher model” the front of the book, the back of the book and the spine of the book. Allison then turns to the title page and reads the title, “The Very Hungry Caterpillar” by Eric Carle as she points to each word. The teacher reads them the story. The engaged children enjoy discussing the story. Why was the caterpillar hungry? Why did he have a tummy ache? They relate to experiences when they over ate. What is a cocoon? What do they think happened while the caterpillar was in the cocoon?

8:15 am: The class breaks up into three small groups and rotates to each group. One group remains with the teacher and reads a short decodable book on butterflies from the Houghton Mifflin Journeys book. The teacher begins a K-W-L chart to reinforce the insect thematic unit of the week. This further activates students’ background knowledge about the topic and scaffolds with them as they ask questions and organize the information they are learning. They complete the “K” of the KWL chart on butterflies using the following guided questions: What do we know about butterflies? Have you ever seen one? The teacher switches to Spanish. “¿Qué sabe usted acerca de las mariposas?” More hands go up as children eagerly share their knowledge in English and Spanish. What do we wonder about butterflies, completing the “W” of the KWL chart and finally what have we learned, addressing the “L”. Another group engages in a writing activity on a life cycle of a butterfly writing down what they learned about butterflies. They can refer to the KWL chart on the board to write one sentence about something they learned. Some children reach for the crayons and draw an egg, a cocoon and a butterfly. The third group works on computer assisted program, Writing to Read to complete their assignment. The children spend 15 minutes at each work station and smoothly rotate to each group.

9:00 am: Children line up and transition to their next class. It is time for Mathematics. Their cognitively-guided Mathematics with Computer Assisted Instruction begins. The next teacher greets the children carefully continuing to build on the theme of the week. Children must retell the story they just heard. “What did the caterpillar eat on Monday?” asks the teacher. “One apple” answers Veronica. “What did the caterpillar eat on Tuesday?” “Two pears” says Julio. “Ok, how many fruits did the caterpillar eat from Monday through Thursday?” Children are broken up into two groups. One group works with their teacher working from the Sadlier Oxford Common Core Aligned Math book. They continue their addition lessons. The other group works on solving this math question from “The Very Hungry Caterpillar” using fruit manipulatives with the guidance of a paraprofessional and record their mathematical reasoning. Some students are writing, other students are drawing and others are using a hands-on approach to solve the equation. The children in this group are delighted to successfully solve this equation and work on the computer program, Math Journeys. Children move seamlessly from station to station.

10:00 am: Children transition to snack time. The teachers sit and eat with the children at their snack tables as they engage in conversation. They discuss the happenings of the day so far.

10:20 am: The group is refreshed and reenergized as they return to their next respective classroom rotation happening in the Circle Room. The Circle Room Integrated Core Subject Areas and Activities are next. Their teacher is waiting to greet them. “¡Hola! ¡Bienvenidos! The teacher uses language-switching techniques to enable all children to answer in their home language. The children go over the calendar, the days of the week and discuss upcoming events happening later that month. They are looking forward to their “Pajamamania Movie Family Night” and excitedly talk about their plans for the evening. Julio says that his whole family will be attending. The teacher points to the calendar and counts down how many more days until the event. The children are excited. The teacher gently leads the discussion back to the theme of the week. The children are eager to share what they have learned in the English Language Arts and Mathematics class. They talk about the story they read and discuss the life cycle of a butterfly.

10:40 am: The teacher invites the children to join her in an animated reenactment of the life cycle of a butterfly. Children spread out and get set to act out the life stages a butterfly. The teacher asks the class, “What happened at the beginning of the story?” The children use their body curling up tight and pretend they are an egg on a leaf. “What happened next?” The children burst out of the egg and become wiggly caterpillars. Children wiggle around the room pretending to eat and eat. Children with special disabilities are given support and additional space. Some children pretend that they are eating too much! The children pretend they are big caterpillars. They use their bodies to make themselves look big. “Now that you are big caterpillars will you be able to move the same?” asks the teacher. The children begin to move slower and begin to build a cocoon. They use their imaginations to create a cocoon with body movements. “What happens at the end of the story?” asks the teacher. The children bust out of the cocoon and fly around like a butterfly!

11:10 am: The class does an alphabet review chant activity using the “Icky Bug Alphabet Book”. They sing the alphabet song with a clever twist adding the phonics, “A says “a”, B says “b”...” and the class continues focusing on phonemic awareness with vowel sounds and chants. They enjoy responding in powerful chorus.

11:20 am: The children go to their state of the art KaBOOM playground for playtime. The playground, designed by the children and the PUENTE families, contains various slides, bridges, nooks for dramatic play, an outdoor classroom, areas for board games, areas for imaginative play and a garden. Teachers purposefully place themselves in strategic places to carefully supervise the children yet not stifle their play, allowing them to explore and bond with their friends.

12:00 pm: A nutritionally balanced lunch is waiting for the children after their playtime. The lunch program contributes to the children’s physical and mental well-being. The children readily eat their lunch after the fun they had in their play yard.

12:30 pm: The children return to class to their Art/Music Rotation. Peaceful music plays as they continue working in groups on their art props for “The Very Hungry Caterpillar”. The students

understand that they will act out this story. Children will use these art props for the end of the year ceremony planned for the last day of class. This year's culminating theme is "Planting the Seeds of Success" and the students will act out the story of "The Very Hungry Caterpillar". The teacher asks the children to observe the art techniques used by Eric Carle. The class discusses Eric Carle's use of crayons, paints, collages and mono-printing in his illustrations. The children apply these techniques to their ongoing projects.

1:00 pm: The children exit to their outdoor classroom area for their Science/ Social Science lesson, where they are shown pictures of the "painted lady" butterfly. The teacher explains to the class that they will be raising painted lady butterflies as part of our insect theme using a butterfly growth kit. The class discusses the ideal habitat for the painted lady. Children learn that butterflies are attracted to certain plants such as thistle and hollyhock. We talk about how these plants will need to be an important addition to our garden. The children suggest that we add these important plants in our garden during our upcoming theme on "Plant Growth". The class delves into talks about the importance of butterflies and insects and their relation to our world. What would happen if we did not have insects? The children are asked to ponder this question overnight and come prepared with answers the next day.

2:00 pm Children return back to the indoor classroom areas and prepare for an Evaluation of the Day. The children gather and review all that they learned that day. The children think of 10 things they learned in school to share with their parents. The teacher briefly reviews the homework and tells the children they did a wonderful job of learning and thinking. The children organize themselves and gather their personal belongings.

2:15 pm Children are walked out to the designated pick up area.

Meeting The Needs of All Students

All of the major components of our instructional program have been intentionally designed to promote the academic and social success of our English Learners students. PUENTE Charter School adopts and implements its own English Language Master Plan. A guiding principle for our school operations during the term of the charter is the recognition that our students must achieve literacy skills for mastery of the Common Core State Standards and that promoting a strong sense of personal and ethnic pride can be a motivator to continuously work hard in school and beyond. We have structured the curriculum and instructional program to meet the needs of our English Learners with respect to language development. EL students respond well to a plan of instruction in which each aspect of the language builds on another and our bilingual instructional team offers intentional supports with plenty of opportunities for student practice. The goal is for EL students to gain fluency in English as quickly as possible in our supportive classroom setting and with the intentional supports offered. Our EL program addresses the process for student identification, curriculum, assessments, reporting, and re-designation (currently the transition from Transitional

Kindergarten to Kindergarten) as well as professional development and teacher qualifications for working with our EL students.

Our community strengths-based perspective embraces and respects the culture and home language of our students and families and we provide a developmentally appropriate and highly structured approach to teaching English in our core academic classes. PUENTE promotes our students' bilingual capacity as an asset, and is an integral part of their development as global citizens and future leaders.

Process for Identifying EL Students

PUENTE serves its EL students in accordance with all applicable state and Federal laws and regulations. Our home language survey (HLS) is distributed to every parent as part of the enrollment process and identifies students who come from homes where a language other than English is spoken. Families who list a language other than English on any of the questions of the HLS are identified as an English Language Learner initially, until our students' language proficiency is determined through the administration of the California English Language Development Test (CELDT) or the English Language Proficiency for California (ELPAC) aligned to the CA ELD Standards if he or she has not previously been identified as an English learner by a California public school or if there is no record of prior CELDT/ELPAC test results. CELDT/ELPAC assessment takes place within 30 days of the start of the school year or within two weeks after the date of first enrollment at the school.

Students are monitored in conjunction with the California English Language Development Standards levels described below:

Emerging: Students at this level typically progress very quickly, learning to use English for immediate needs as well as beginning to understand and use academic vocabulary and other features of academic language.

Expanding: Students at this level are challenged to increase their English skills in more contexts and learn a greater variety of vocabulary and linguistic structures, applying their growing language skills in more sophisticated ways that are appropriate to their age and grade level.

Bridging: Students at this level continue to learn and apply a range of high-level English language skills in a wide variety of contexts, including comprehension and production of highly technical texts. The "bridge" alluded to is the transition to full engagement in grade-level academic tasks and activities in a variety of content areas without the need for specialized ELD instruction. However, ELs at all levels of English language proficiency fully participate in grade-level tasks in all content areas with varying degrees of scaffolding in order to develop both content knowledge and English.

Parents are notified of their child's CELDT/ELPAC scores each year, as well as when a student is being considered for Reclassification and again when they are officially reclassified.

Our sixty-minute designated-instructional time is in support of all literacy learners, especially our EL students. The PUENTE instructional team use modeling, graphic organizers and visuals to support students' recognition of essential information in all academic subjects. We are mindful of the stages of language acquisition and our work station rotations promote the use of differentiated instruction and small groups for targeted instruction based on students' needs. In support of our English Learners' success, our academic program emphasizes: (A) the critical role of vocabulary in language development; (B) the critical role that oral language plays in the development of academic English language proficiency, including vocabulary, reading, and writing skills; and (C) the critical relationship between English language acquisition and instruction in other academic subjects.

How The Program Will Meet the New State ELD Standards and Use The Results Of The CELDT/ELPAC to Support and Accelerate Student Progress

PUENTE's support to our EL students is based on the new California ELD Standards. Because the current California English Language Development Test (CELDT) is aligned to the 1999 ELD Standards, the CELDT program will be replaced by the proposed English Language Proficiency Assessments for California (ELPAC) system, which is aligned to the 2012 revised CA ELD Standards. Until the transition to ELPAC is fully implemented, PUENTE will continue to administer the CELDT as the state's measure of ELP and for federal accountability under Title III of the Elementary and Secondary Education Act (ESEA).

PUENTE Charter utilizes a variety of research-based methods and strategies to help deliver the EL instructional program for all students. Our program emphasizes hands-on activities to build experiential background, receptive and expressive vocabulary, and oral fluency and comprehension in English. These are all critical for the mastery of the challenging requirements of the Common Core State Standards. In an effort to ensure that every student is reaching his or her attainable level of proficiency, PUENTE Charter School continues to use formative and summative data obtained both formally and informally to measure student progress. In our current 2016-2017 academic year, the PUENTE instructional team is using ELDRA results to improve instruction and guide English Learners based on the specific rubrics used in scoring the assessment. Individual ELD portfolios of student work and instructors' notes are maintained and are an integral part of the weekly collaborative team review of student work, progress and tracking. If students are identified as not making sufficient academic progress, as indicated through the measures, our bilingual instructors and paraprofessionals offer targeted support, including:

Explicit Direct Instruction

The EDI approach places emphasis on constantly checking for understanding, while echoing student responses and allowing enough wait time for students to respond, which in turn,

effectively helps our large population of English learners. Research supports the use of an explicit instructional methodology, particularly with student groups similar in demographics to the students attending PUENTE.

Specially Designed Academic Instruction in English (SDAIE)

SDAIE is the instructional support in which our teachers plan instruction so that English learners can acquire grade-level content and academic competencies to gain English language. Our teachers utilize visuals, cognates, realia, graphic organizers, gestures, facial expressions, pair-shares and many other hands-on activities to ensure that all learners can access the rigorous academic program.

Orton-Gillingham Multi-Sensory Methodology

The Orton-Gillingham approach supports reading through direct instruction of phonics-based strategies utilizing multisensory, structured and sequential methods. Orton-Gillingham focuses on three learning modalities: visual, auditory and kinesthetic. The flexibility of implementation has allowed the Orton-Gillingham methodology to be easily adapted in our rotation-based work stations.

Response to Intervention (RTI)

Response to Intervention is a multi-level approach used to identify struggling students and support their learning and behavioral needs through intervention strategies. Our instructors utilize assessments and observations to ascertain, early on, which students require additional support. Research-based intervention strategies are used to meet student needs, and our progress monitoring helps the instructional team adapt the strategies used to support student achievement.

PUENTE continues to provide professional development in the areas of integrated and designated ELD instruction and focuses on alignment of content curriculum and instructional practices that help move students towards successful mastery of the English Language. PUENTE is preparing for the full implementation of the ELPAC (English Language Proficiency Assessment for California).

Provide Proficiency Levels with Meaningful Access for EL, Including Instructional Strategies and Intervention

PUENTE Charter School ensures our instructional team receives comprehensive professional development in meeting the levels of rigor and depth required by the CA ELD Standards. Professional development focuses developing reading, comprehension and writing skills of our EL students. Strategies to assist EL students in our work station classrooms includes front loading content area vocabulary, using graphic organizers, peer learning opportunities with an English proficient students, and offering individual support with our instructional paraprofessionals.

Process for Annual Evaluation of the School's English Learner Program

The PUENTE instructional team evaluates our EL student progress by reviewing portfolios and data from formative and summative assessments. The team incorporates the results of this data into the intentional instructional practices. To document EL progress, ELD folders are created for each identified student to monitor progress at their targeted ELD level. These folders include the ELD standards by level; Emerging, Expanding and Bridging. The team uses these folders to collect student work samples and observation notes, and check of mastery towards each ELD standard. Portfolios are reviewed monthly, given our early education focus and intentional goal of ensuring effective English language mastery.

Every year, the instructional and administrative team reviews PUENTE's EL program and examines assessment data to reflect on and evaluate program effectiveness. As a team we identify any changes to the process that need to be made and implement these changes for the following year. This evaluation occurs in the summer prior to the start of school year.

Gifted and Talented Students and Students Achieving Above Grade Level

To promote meeting the needs of all students, the use of effective, research-based class management procedure to embed appropriate depth and complexity to the Common Core State Standards provide the ability for the instructional team to meet students at their mastery level, including advanced, and allocate the resource support accordingly. For students displaying high achievement identified through formative classroom assessments, teacher observations, parent input and performance on internal assessments, support is extended through differentiation and small group instruction to effectively meet the needs of our individual learners. For example, the rotation-based schedule with work stations provides the ability to cluster and have flexible student groupings and teaching to the zone of the proximal development. The option to strengthen student momentum with additional take home work is utilized regularly by the instructional team, when appropriate. A parent meeting is scheduled to form a "community of support" between the school and the home as the identified child works on above-grade level work. Families are informed about options concerning their child's status and resources available to continue the support.

Students Achieving Below Grade Level

For PUENTE students performing more than one level below his/her actual grade level, based on formative assessments and instructor observation, Student Success Team (SST) meetings serve to identify strengths, areas of concern, goals, objectives, evaluation and timeline for addressing the needs of students requiring additional intensive support. The current performance level is documented using assessments and/or other measurable data. Goals are articulated with a method of measurement. At least an 80% mastery rate is required on each objective for the goal to be met. A projected completion timeline for each goal is articulated with an objective, evaluation criteria and projected completion date. Student progress is monitored and documented by the SST team every three weeks. Intentional support strategies include utilizing differentiated instruction or

appropriate flexible ability group, customizing student's individual work folder with assignments and materials particular to the goals and objectives in the SST, providing tutoring with our paraprofessionals, and the extension of support to the parents to continue strengthening skills in the home environment with customized homework to meet student SST objectives.

After implementation of an SST and follow up, revisions to the plan may be discussed, and if needed, a referral for special education or Section 504 assessment might be deemed necessary by the SST.

Socio-Economically Disadvantaged/Low-Income Students

PUENTE's instructional services offer intentional supports to the needs of our socio-economically disadvantaged students and their families, which comprises a significant percentage of our school population, as identified through the Free and Reduced Lunch Program survey. We provide an instructional design with programmatic and curricular elements that promotes strong academic achievement and supports for any gaps. Specifically, our focus on intensive literacy instruction ensures our students receive a myriad of supports through our comprehensive approaches including targeted assistance with one-to-one support from our paraprofessionals, ability groupings, and work station anchor activities.

Our aesthetically beautiful PUENTE school facility is welcoming and safe, and includes stimulating and interactive classroom resources, including a computer for every student and a dedicated outdoor playground to promote every child having access to quality resources for personal and academic success, regardless of conditions in the home environment due to income status.

Partnerships with Reading Is Fundamental, the Ella Fitzgerald Foundation Book Program, and corporate sponsors like Wells Fargo, places new books directly in the hands of our families throughout the school year to promote building of a home library and creating a literacy-rich environment for our young learners. The inclusion of music, art and performance in our educational program sparks the creative imagination of our students and introduces them to the world of the arts for exploration and appreciation. Progress of our socio-economically disadvantaged students is tracked alongside our general performance monitoring of all students, utilizing our ongoing formative assessments.

Students in Other Subgroups

The PUENTE enrollment process, which occurs at the beginning of every school year, serves as our way to collect data on other subgroups including, but not limited to, foster youth and students who are homeless. Our contract relationships with Total Education Solutions and Comprehensive Therapy Associates provide the ready availability to assist with the mental health needs or those experiencing other significant challenges. We monitor the progress of these students by analyzing student achievement data for this subgroup, utilizing our ongoing formative assessments.

Professional Development

PUENTE Charter School wholly recognizes the critical impact our teachers have in promoting excellent learning and will continue to focus on student achievement of the Common Core State Standards (CCSS) through collaborative teacher planning, implementation, and analysis of lessons based on mastery of the CCSS. This strengths-based approach ensures our teachers continue to be effective, and to deepen the bench of instructional expertise and leadership, we are committed to best practices that result in our teachers and administrators coming together as a professional community of self-developing practitioners. Lois Brown Easton (2007) argues that the most powerful learning opportunities are *active* learning opportunities embedded in teachers' work, which begins with teachers' assessments of what their students need and, subsequently, what teachers identify as areas for their *own* learning. Our weekly common planning time, every Friday from 12:15 p.m. – 2:15 p.m., has proven key in providing the opportunity for our teachers to form the now-defined PUENTE professional community, which is affirmed by our supportive leadership, our mutual respect for one another, and a school culture that invites risk-taking and innovation. With additional support from external education practitioners, we endorse the empowerment of our teachers as decision makers to collaborate for the purpose of teacher learning and student improvement. The instructional team discusses and further develops their pedagogical knowledge, together with content knowledge and ensures lesson plans that are relevant and intentional.

Our academic year professional development calendar focuses on the following core school operations topics: Common Core State Standards; Data-Based Decision Making; Assessments for Learning; Special Education; English Language Learners and the English Language Development Standards; Local Control Funding Formula priorities and Educational Innovations.

In support of ensuring a healthy school leadership culture, we have focused on five priorities for the PUENTE Charter School professional community; *supportive and shared leadership; collective creativity; shared values and vision; supportive conditions; and shared personal practice*. As a school staff, we ensure that our professional relationships are affirmed with these positive supports to then extend this culture into our classrooms in support of high student achievement.

TEACHER RECRUITMENT

PUENTE Charter School strives to recruit and employ instructional team members who will promote and steward the mission, vision and goals of PUENTE Charter. As the need arises, a recruitment committee, consisting of PUENTE Charter instructional staff and administrators participate in job fairs sponsored by colleges, universities and educational organizations to meet and recommend prospective instructional candidates for PUENTE Charter School. We may also publish the employment opportunity utilizing online educational employment resources. An interview committee, separate from the recruitment committee, but also consisting of PUENTE

Charter instructors, administrators, and classified staff, interview candidates and invite selected candidates back to present lessons in classroom core subject areas.

Candidates are observed by this same committee and recommended for hire to the Chief Executive Officer. PUENTE Charter School selects its own staff and the selection procedure does not discriminate on the basis of affiliations, political or religious acts or opinion, race, national origin, ancestry, gender, actual or perceived sexual orientation, marital status, disability or age or any protected class.

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

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

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

STANDARDIZED TESTING

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

Method for Measuring Pupil Progress Toward Outcomes: Formative Assessment

PUENTE’s instructional and administrative team continually reviews our current practices and outcomes and we commit to the consistent development and implementation of a data-informed school culture that includes tracking, analyzing, reflecting and responding to school-wide assessments. As reflective practitioners we ensure our classroom assessment practices are aligned with learning targets grounded in curriculum and expectations for individual student growth and achievement. Our weekly collaborative professional development sessions provide the time to intentionally assess students’ strengths and areas of need to inform instruction in support of fostering continued learning and the improvement of our daily professional practice.

Our rotation-based work station instructional design serves to provide immediate instructional advocacy for students in need of anchor activity reinforcement, additional scaffolding, small group instruction and/or one-on-one instruction. Teacher advocacy extends to our gifted learners with differentiated instruction and ability grouping.

Every PUENTE instructional team member uses a balance of authentic formative assessments and formal summative assessments. At the beginning of the year, our teachers invest time to understand our students' family backgrounds and their previous experiences both in school and in their personal lives. As an example, in the first week of school, our transitional and kindergarten students draw and write, if able, in their journals about the things they like to do in their community and then share their stories with their classmates in the "sharing chair." In this activity, our teachers learn about our students' interests, their communication skills, and at the same time, our school culture of community is being fostered. Student portfolios begin to be collected that pertain to development in each domain: approaches to learning, language and literacy, cognition and general knowledge, social and emotional development, and physical well-being. Our teachers take notes during small group interactions in the work stations. Our instructional aid support ensures individualized instruction, as needed, and our weekly collaborative professional development sessions support our data-informed approaches for each student's success. These authentic assessments guide the way we differentiate instruction throughout the year. Our instructional and administrative team utilizes the following assessments with literacy profiles to ensure our students are making progress in meeting the Common Core State Standards.

ASSESSMENT TOOL	PURPOSE OF AESSMENT	TARGET STUDENT GROUP	OCCURRENCE OF ASSESSMENT
CELD/ELPAC	English Language Proficiency	All English Learners in TK & K	Annually
Houghton Mifflin Journeys Common Core Benchmark & Unit Tests	Attainment of Grade Level Skills in English Language Arts including Phonemic Awareness; Word Analysis; Vocabulary Development;	All Students in TK & K	Ongoing
English-Skill Level Assessment	Track English Language Proficiency in the Four Domains of Listening, Speaking, Reading/Comprehension, Writing	All Students in TK & K	Ongoing

Sadlier Math Chapter Assessment	Mathematics Content Standards	All Students in TK & K	Monthly
IBM Writing to Read Cycle Assessments	Phonemic Development; Word Recognition; Print Skills; Writing Strategies	All Students in K	Ongoing
Student Portfolios Including Instructors' Notes	Student Work Across Developmental & Subject Areas	All Students in TK & K	Weekly
Teacher-Created Writing Assessments	Mastery of Grade Level Writing Standards	All students in TK-K	Weekly
Computer Assisted Instruction Program Assessments	Pacing of Student Progress	All students in TK-K	Weekly

Measurable Outcomes

Kindergarten

Overall Assessment Data for Language Arts and Mathematics (Kindergarten) – The Stanford Early School Achievement Test (SESAT)

	Language Arts Standards Based Summative Assessment Data		Mathematics Standards Based Summative Assessment Data	
Year	Start of Year % Meeting or Mastery	Year End % Meeting or Mastery	Start of Year % Meeting or Mastery	Year End % Meeting or Mastery
2013-14	31%	82%	27%	78%
2014-15	33%	79%	25%	76%
2015-16	36%	83%	29%	79%

■

Language Arts

PUENTE Charter School kindergarten students are assessed using a grade level CCSS aligned assessment. The year-end assessment will be used to measure growth and CCSS achievement. Our PUENTE teachers, using the current ELA curriculum adoption, *Houghton Mifflin Journeys*, and the kindergarten Common Core State Standards, administered the assessment. Examining baseline data, an average of 33% of kindergarten students scored meeting or mastery on the start of the year assessment. **The goal is for 80% of kindergarten students to score meeting or mastery on the year-end assessment.**

Mathematics

PUENTE Charter School kindergarten students are assessed using a grade level CCSS aligned assessment. The year-end assessment will be used to measure growth and CCSS achievement. Our PUENTE teachers, using the current mathematics curriculum adoption, *Sadlier-Oxford Progress in Math*, and the kindergarten Common Core State Standards, administered the assessment. Examining baseline data, an average of 27% of kindergarten students scored meeting or mastery on the start of the year assessment. **The goal is for 80% of kindergarten students to score meeting or mastery on the year-end assessment.**

Data Analysis and Reporting

PUENTE's strength in data analysis is underscored by the intentional creation and on-going fostering of a collaborative school environment and that the purpose of the *analysis* is to transform data and information into insights. A guiding principle for the PUENTE operations is that student achievement is the greatest where teachers and administrators work collaboratively together, school-wide, to identify sources of student success and then engage in the collective work to implement school improvement. The team goal of our data analysis dialogue is to answer questions by interpreting the data at a deeper insightful level and then implement actionable responses. We have discovered that through this process of performing analysis we raise additional questions, but stay on goal by identifying answers that can be implemented.

The reporting helps us monitor our on-going work and be aware of the effectiveness of our practices, all in support of ensuring sound student, family and operational achievement. PUENTE's data analysis has served to: strengthen school-wide professional development (especially in the areas of English Language Learners and Special Education); identify and implement more effective teaching strategies; create new interventions for individual students; improve classroom instruction; build our curriculum resources; outreach to parents more meaningfully; create enhanced assessments; use more powerful tools to analyze data.

In support of individual student progress tracking, the following assessment monitoring tools are utilized to ensure student mastery of the Common Core State Standards:

CELDT (annually) (or ELPAC)

ELD Domain Level Tracking (monthly)

Houghton Mifflin Journeys Common Core Benchmark & Unit Tests (ongoing)

Sadlier-Oxford Math Chapter Assessment (monthly)
IBM Writing to Read Cycle Assessments (ongoing)
Student Portfolios, Including Instructors' Notes (weekly)
Teacher Created Writing Assignments (weekly)
Computer Assisted Instruction Program Assessments (weekly)

Each month, together, the PUENTE instructional team reviews the above-mentioned formative assessment data and student portfolios and identifies next steps which may include re-teaching and intervention for struggling students. As foundational practice, PUENTE's comprehensive approach to data analysis allows: teachers to know which standards need to be effectively re-taught or reinforced; school leaders to know the most appropriate professional development supports needed for teachers as a team and individually; and most importantly, the entire team to develop and execute a data-driven action plan to ensure that every child succeeds personally and academically. Our action plans identify:

- Skills/concepts to be retaught to the entire class
- Skills/concepts to be retaught to flexible small groups
- Skills/concepts to be retaught to students with individualized instruction
- Students in need of intensive remediation
- Adjustments to our existing small groupings
- Weaknesses in the curriculum to be revised for subsequent years
- Support and professional development for instructional team members to strengthen areas of identified improvement

Grading, Progress Reporting and Promotion/Retention

Students in our Kindergarten class receive progress reports three times during the school year, accompanied with scheduled parent/teacher conferences. For Kindergarten, student assessment reporting utilizes a scale of 1 through 4 (below basic; basic; proficient; advanced) in **Language Arts** (*Reading Standards for Informational Text, Beginning Literacy, Listening & Speaking, Writing & Printing Skills*), **Math** (*Geometry, Number Sense/Operations, Statistics, Measurement/Data*), **Social Studies**, **Science**, **Visual & Performing Arts**, **Technology & Engineering**, **Social Skills**, and **Work Habits**. Effort across subject areas are reported using the assessments of **Commendable, Satisfactory & Needs Improvement**.

Students in our Transitional Kindergarten class also receive progress reports three time during the academic year, accompanied with scheduled parent/teacher conferences, and are assessed on **Social Growth, Work Habits, Language Arts & Math Academic Readiness Skills, Motor Skills, Science and Social Studies**, using the assessment guide of **C, S & N** (referenced above).

Student assessment and reporting is based on demonstration of mastery of the California Common Core Standards and includes student performance on classroom/work station work, homework, assessments, observations and other components as applicable to each content area.

The PUENTE Learning Center Board monitors achievement in order to assess the performance of the Principal and instructional team, and approves budget allocations for professional development and grade level budgets. The Board reviews student achievement data at its regular meetings.

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, PUENTE 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 PUENTE Charter School.

PUENTE Charter School shall ensure that, at all times throughout the term of the PUENTE 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 PUENTE Charter School amends the bylaws, Charter School shall provide a copy of the amended bylaws to CSD within 30 days of adoption.

PUENTE 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. PUENTE 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 PUENTE’s website will satisfy this requirement.

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

LEGAL AND POLICY COMPLIANCE

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

PUENTE 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.

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

PUENTE Charter School and all employees and representatives of PUENTE Charter School, including members of PUENTE’s governing board, members of PUENTE or governing board committees and councils, PUENTE administrators, and managers, shall comply with federal and state laws, nonprofit integrity standards, and LAUSD charter school policy, regarding ethics and conflicts of interest, and shall otherwise enter into all transactions and conduct business with all persons and entities, including related parties, at arm’s length.

PUENTE 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

PUENTE 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 PUENTE Charter School alleging its noncompliance with these laws or alleging any actions which would be prohibited by these laws. PUENTE Charter School shall notify all its students and employees of the name, office address, and telephone number of the designated employee or employees.

PUENTE 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.

PUENTE 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 PUENTE Charter School, that PUENTE 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.

PUENTE 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.

PUENTE 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.

PUENTE 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

PUENTE Charter School, including its nonprofit corporation shall promptly respond to all inquiries, including but not limited to inquiries regarding financial records from the District, and shall cooperate with the District regarding any inquiries. PUENTE Charter School acknowledges that PUENTE, 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. PUENTE Charter School

shall provide the District with current and accurate contact information for PUENTE Charter School, PUENTE administrators, and Board members.

If an allegation or other evidence of waste, fraud, abuse, or other material violation of law related to PUENTE Charter School's operations, or breach of the PUENTE Charter, is received or discovered by the District, PUENTE 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.

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

NOTIFICATION OF THE DISTRICT

PUENTE Charter School shall notify the Charter Schools Division (CSD) in writing of any citations or notices of workplace hazards, investigations by outside regulatory or investigative agencies, lawsuits, changes in corporate or legal status (e.g., loss of IRS 501(c)(3) status), or other formal complaints or notices, within one week of receipt of such notices by PUENTE Charter School. Unless prohibited by law, PUENTE Charter School shall notify the CSD in writing of any internal investigations within one week of commencing investigation. PUENTE 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, PUENTE 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. PUENTE 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 PUENTE Charter School closes, PUENTE Charter School shall comply with the student records transfer provisions in Element 15. PUENTE 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

PUENTE 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 PUENTE Charter School.

FEDERAL PROGRAM COMPLIANCE

As a recipient of federal funds, PUENTE 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. PUENTE Charter School understands that it is a local educational agency (LEA) for purposes of federal compliance and reporting purposes. PUENTE 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. PUENTE Charter School also acknowledges that, as part of its oversight of PUENTE Charter School, the District may conduct program review for federal as well as state compliance.

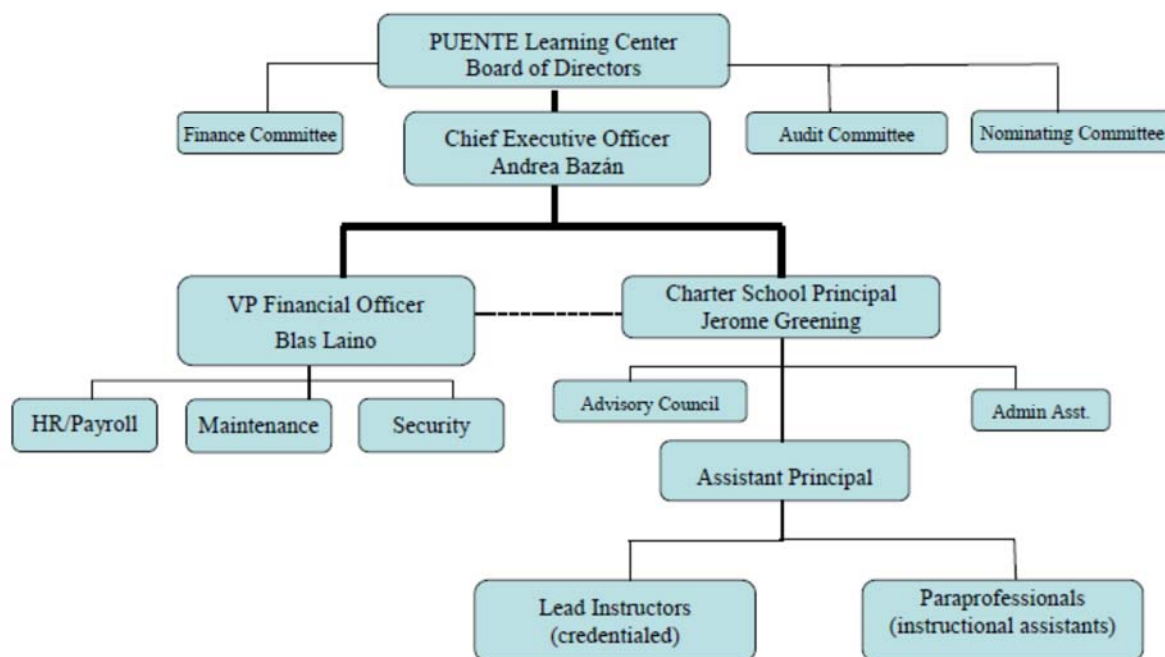
Governance Structure

PUENTE Charter School is a direct-funded, independent charter school that operates as a California Non-Profit Public Benefit Corporation with a 501(c)(3) tax exempt designation from the IRS. The Charter School operates 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 by a California non-profit public benefit corporation or for claims arising from the performance of acts, errors or omissions by the Charter School.

The PUENTE Learning Center (PLC) Board of Directors governs the PUENTE Charter School, in accordance with its charter petition and its adopted corporate bylaws that shall be consistent with the terms of this charter.

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PUENTE Charter School



Roles and Responsibilities

The PLC governing board:

- Ensures PUENTE Charter School operates in compliance with all applicable laws and the terms of its charter.
- Hires, supervises and evaluates the CEO;
Approves major contractual agreements (PUENTE Board approves contracts above \$50,000 CEO approves contracts up to \$50,000).
- Approves and monitors the implementation of general policies of the Charter School;
- Approves and monitors the Charter School's annual budget and budget revisions;
- Acts as a fiscal agent. This includes but is not limited to the receipt of funds for the operation of the Charter School in accordance with applicable laws and the receipt of grants and donations consistent with the mission of the Charter School;

- Contracts with an external independent auditor to produce an annual financial audit according to generally accepted accounting practices;
- Approves annual independent fiscal audit and performance report;
- Establishes Board Committees as needed;
- Elect new Board members through nomination and the majority vote by the Directors at which a quorum is present and provide orientation training
- Executes all applicable responsibilities provided for in the California Corporations Code;
- Engages in ongoing strategic planning;
- Approves the school calendar and schedule of Board meetings;
- Approves charter amendments as necessary and submit requests for material revisions to the District for consideration; and
- Participates in the dispute resolution procedure and complaint procedures when necessary.

Functions and Roles of the Board Committees:

The committees of the PLC board enable discussions within smaller groups of people with specific content expertise, enabling committees to make intentional recommendations to be presented to the full board for review and approval at regular board meetings.

- The Finance Committee, comprised of three PLC board members, provides oversight of the finances, ensures accurate and comprehensive financial reporting to the board, and raise strategic financial issues for board discussion. The Committee reviews monthly financial statements, and annually reviews the agency budget and recommends approval by the full board. The Committee provides financial expertise and guidance as needed by PUENTE throughout the year and recommends the selection of the auditor.
- The PUENTE Charter School Advisory Committee reviews admissions procedures; parental involvement; curriculum and instruction; student assessment; and any other operations of the charter schools. The Committee also reviews the LCAP in order to recommend approval by the full board, and provides educational and management expertise and guidance as needed by PUENTE throughout the year. The PUENTE Charter School Advisory Council provides feedback and guidance to the PUENTE Learning Center Board of Directors and will not have any direct responsibility for establishing or approving operating procedures or policies. The PUENTE Charter School Advisory Council meets quarterly and will be comprised of the following: *Two parents/guardians of currently attending students*, elected by the parent body; *Principal of the PUENTE Charter School*; *Two instructional team members*. (Given PUENTE Charter School’s status serving solely grade Kindergarten, parent representatives serve for one year).

The Chief Executive Officer (CEO) is responsible for:

- Develops with the PUENTE Learning Center Board a long-term strategy and vision for PUENTE. Leads the strategic planning process. Reports annually on the long-term goals of the organization.
- Develops and recommends to the Board annual business plans and budgets that support the agency's long-term strategy. Reports on a quarterly basis the status of program operations and finances.
- Maintains full "General Management" responsibility. Provides provide overall leadership for the daily operations of PUENTE, including operations, human resources management, fundraising, marketing, financial management, public/community relations, program development, and strategic direction.
- Ensures PUENTE Learning Center achieves core social and fundamental organizational mission.
- Ensures continuous quality improvement in the educational services provided by PUENTE.
- Formulates and oversees the implementation of all PUENTE Learning Center policies.
- Establishes and maintains an effective system of communication throughout the organization.
- Recommends yearly budget for the PUENTE Learning Center Board approval and prudently manages organization's resources within those budget guidelines according to current laws and regulations.
- Constantly strives to achieve PUENTE's financial and operating goals and objectives and protects the PUENTE Learning Center long-term financial sustainability
- Leads and promotes a culture that ensures ethical practices, encourages individual integrity, and fulfills social responsibility.
- Maintains a positive and ethical work climate that is conducive to attracting, retaining and motivating a diverse group of quality employees.
- Ensures, in cooperation with the PUENTE Learning Center Board, that there is an effective succession plan in place for the CEO role.
- Articulates the share vision of the organization to ensure a high performing and outcome oriented performance management approach
- Ensures that PUENTE achieves and maintains a position of excellence within the community, state and national level.
- Cultivates good relationships with city, county, state and federal governments and their elected officials and staff.
- Ensures PUENTE's programs and services are consistently presented in strong, positive image to relevant stakeholders.
- Oversees fundraising planning and implementation, including identifying resource requirements, researching funding sources (individuals, corporations, foundations to ensure the development of marketing plans to increase new revenue sources.
- Serves as the chief spokesperson for PUENTE Learning Center
- Ensures that the public, through the news media, is informed of the facts and the effects of conditions and policies that have a bearing on interest of PUENTE, the students, , and the public.

The Chief Financial Officer (CFO) is responsible for:

- Develops and implements fiscal policies and procedures for the organization, including a system of internal control.
- Supervises assigned staff (finance/accounting and contracts) and facilitates training and development.
- Oversees and directs treasury, budgeting, audit, tax, accounting, purchasing, real estate, long range forecasting, and insurance activities for the organization.
- Provides management with timely reports of organization's financial status and progress in its various programs and activities including cash flow, expenses and earnings with analysis of budget v. actuals.
- Analyzes, consolidates, and directs all cost accounting procedures together with other statistical and routine reports.
- Responsible for the preparation and issuance of the organization's annual report.
- Ensures all deliverables for annual external audits and LAUSD Oversight reviews.
- Prepares reports required by regulatory agencies.
- Performs any and all other duties assigned by the CEO.

The PUENTE Charter School Principal is responsible for:

- Develops school-wide goals in alignment with the needs of students, colleagues and stakeholders to ensure PUENTE's desired programmatic outcomes.
- Leads in building a school learning community with the intentional focus on high student achievement and strong parent engagement.
- Recommends and evaluates school-wide programs, policies, goals and objectives.
- Evaluates and seeks to continuously improve the PUENTE Charter School instructional program.
- Provides support for the development and growth of all instructional team members, staff and providers.
- Ensures respectful and fully-resourced classroom environments and
- Proactively recommends areas of improvement in instruction and management.
- Responds to inquiries and issues from stakeholders including our instructional team members, students, parents and external stakeholders. Commits to resolving operational, administrative and instructional matters.
- Provides leadership for the development, implementation, and monitoring of Charter School resources.
- Ensures accountability for state and federal testing and programs.

- Recommends the selection and assignment of Charter School personnel.
- Provides direction, supports, supervises and evaluates Charter School personnel within scope of responsibility.
- Ensures professional development planning for the building of educational expertise for Charter School personnel.
- Articulates and maintains high standards for student performance.
- Implements student discipline policies to support student needs.
- Provides leadership in implementing State funded programs.
- Upholds administrative and finance guidelines for the fiscal year budgets.
- Establishes intentional systems for data collection, analysis and management for the purpose of positive school outcomes.
- Supports policies, procedures and standards for campus safety of students, colleagues and stakeholders.
- Actively collaborates with other areas of the PUENTE Learning Center organizational team including Finance.
- Promotes and represents PUENTE at conferences, community meetings and events.
- Stewards the mission, vision and values established by Chief Executive Officer & the PUENTE Governing Board and in the overall organization Continuous Quality Improvement Process.
- Ensures compliance with local, federal and state statutes as they apply to the charter.

Governing Board Composition and Member Selection

The PUENTE Learning Center Board members are prominent in his/her respective fields (finance, business, real estate, public accounting, technology, law, education and/or philanthropy). Board members represent diversity of language, ethnicity, geography, gender, sexual orientation and age. No employee of PUENTE Learning Center serves on the Board. Each first-term director serves a term of 1 (one) year. Directors elected to serve additional terms shall be elected for one or more successive terms of 2 (two) years each.

Vacancies are filled by a majority vote of a quorum present of the PUENTE Learning Center Board of Directors. Besides specific content expertise, candidates must demonstrate a clear commitment to education. The board periodically identifies any new skills, knowledge, personal contacts and other attributes future board directors will need to possess in order for the board to advance the organization's strategic plan.

As indicated in applicable governance documents, PLC will comply with conflict of interest laws related to public entities including Govt. Code 1090 and Political Reform Act.

Governance Procedures and Operations

All Board and Board committee meetings are held within the boundaries of LAUSD, usually at PUENTE's Boyle Heights campus located at 501 S. Boyle Avenue, with telephonic participation

available within the requirements of the Brown Act. Notices and agendas for regular meetings, and minutes from the previous board meeting, are published in advance and distributed to each member of the Board of Directors and are posted at the entrances of the PUENTE facility and on the Parent Board at the PUENTE Charter School site for public viewing at least 72 hours in advance of scheduled meetings. Notices and agendas for regular meetings are posted on the school's website at least 72 hours in advance of the meetings. The schedule for regular Board meetings is included in the school's calendar distributed to parents at PUENTE Charter School. Agendas for special meetings will be posted at least 24 hours before the meeting. Notices for special meetings will be posted at the school's entrance and on the Parent Board at least 24 hours prior to the meeting. Minutes of each meeting will be kept in the Board Book located in the corporate records and available for review by the public at PUENTE Charter School in the administrative office.

PLC has adopted a conflicts of interest policy that complies with the Political Reform Act, Corporations Code, and District policy. The Board of Directors receives annual training on their responsibilities with topics including at minimum Conflicts of Interest and the Brown Act.

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 PLN CS is established.

All matters are decided by the vote of a majority of directors present at a meeting duly held at which a quorum is present, and every such act or decision shall be the act of the Board, unless a greater number is required. The Chair queries the board members to determine if there are any abstentions at the time of voting.

Directors may participate in a meeting through use of conference telephone, or other electronic transmission in compliance with the Bylaws so long as:

- Each director participating in the meeting can communicate with all of the other directors concurrently and;
- Each director is provided with the means of participating in all matters before the Board, including the capacity to propose, or to interpose an objection specific to, a specific action to be taken by the corporation.

For any meeting with board member telephonic participation, the agenda identifies the teleconferenced location and that location is open to the public. The agenda is also posted at the teleconferenced location. All votes taken at a meeting with telephone participation shall be roll call vote. At least a quorum of the board must be physically present at a location within the jurisdictional boundaries of the Los Angeles Unified School District.

Stakeholder Involvement and LCAP Feedback

PUENTE parents and staff members are invited to be involved in decisions related to PUENTE's educational program, school budgets, school-wide programming and activities, and how PUENTE Charter School will be accountable to the goals and metrics established in its Local Control

Accountability Plan (LCAP). Given that PUENTE is often-times parents first experience with a school relationship, we frequently serve to initiate parents into the education environment. PLC maintains a Charter School Advisory Council comprised of instructors and parents which gives input on budget priorities, including the LCAP; outreach and recruitment; safety and discipline; and community issues.

In addition, on-going calendared parent engagement opportunities include monthly Family Meetings where, in addition to engaging theme-based activities intended to extend the learning into the home environment, LCAP priorities are presented and discussed. Special projects, such as our KaBOOM! playground build and our strategic planning process, and our school expansion planning, always includes parent participation.

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

PUENTE Charter School acknowledges and agrees that all persons are entitled to equal employment opportunity. PUENTE 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

PUENTE 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. PUENTE 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(1). PUENTE Charter School shall maintain current copies of all teacher credentials and make them readily available for inspection.

Employee Positions and Qualifications

The PUENTE Charter School is staffed by caring, compassionate educators, instructional and administrative, as well as support staff, who believe that every child has the innate ability to learn and excel and share the ideals and philosophies of PUENTE.

Teachers and aides will have high expectations of students, parents, and themselves. They will have demonstrated effectiveness in promoting the achievement of culturally diverse, economically disadvantaged youngsters and in creatively involving parents in the educational process. They must be caring and nurturing individuals who recognize the potential within every child, and work tirelessly to motivate each child to academic achievement utilizing sound research-based educational best practices.

The PUENTE Charter School Principal will be responsible for overseeing all aspects of the school’s operation, including, but not limited to, academic programs, fiscal operations, staff development, community relationships, student discipline, and reporting requirements, and will serve as the liaison to the Chief Executive Officer of PUENTE Learning Center. The Principal is committed to

fulfilling the mission and vision of the PUENTE Charter School, and has demonstrated experience in educational administration.

Chief Executive Officer

Essential Duties/Responsibilities

- Develops with the PUENTE Learning Center Board a long-term strategy and vision for PUENTE. Leads the strategic planning process. Reports annually on the long-term goals of the organization.
- Develops and recommends to the Board annual business plans and budgets that support the agency's long-term strategy. Reports on a quarterly basis the status of program operations and finances.
- Maintains full "General Management" responsibility. Provides provide overall leadership for the daily operations of PUENTE, including operations, human resources management, fundraising, marketing, financial management, public/community relations, program development, and strategic direction.
- Ensures PUENTE Learning Center achieves core social and fundamental organizational mission.
- Ensures continuous quality improvement in the educational services provided by PUENTE.
- Formulates and oversees the implementation of all PUENTE Learning Center policies.
- Establishes and maintains an effective system of communication throughout the organization.
- Recommends yearly budget for the PUENTE Learning Center Board approval and prudently manages organization's resources within those budget guidelines according to current laws and regulations.
- Constantly strives to achieve PUENTE's financial and operating goals and objectives and protects the PUENTE Learning Center ong-term financial sustainability
- Leads and promotes a culture that ensures ethical practices, encourages individual integrity, and fulfills social responsibility.
- Maintains a positive and ethical work climate that is conducive to attracting, retaining and motivating a diverse group of quality employees.
- Ensures, in cooperation with the PUENTE Learning Center Board, that there is an effective succession plan in place for the CEO role.
- Articulates the share vision of the organization to ensure a high performing and outcome oriented performance management approach
- Ensures that PUENTE achieves and maintains a position of excellence within the community, state and national level.
- Cultivates good relationships with city, county, state and federal governments and their elected officials and staff.
- Ensures PUENTE's programs and services are consistently presented in strong, positive image to relevant stakeholders.
- Oversees fundraising planning and implementation, including identifying resource requirements, researching funding sources (individuals, corporations, foundations,

government funding, etc.), establishing strategies to approach donors/funding sources, submitting proposals and administrating fundraising records and documentation.

- To ensure the development of marketing plans to increase new revenue sources.
- Serves as the chief spokesperson for PUENTE Learning Center
- Ensures that the public, through the news media, is informed of the facts and the effects of conditions and policies that have a bearing on interest of PUENTE, the students, , and the public.

Qualifications

The requirements listed below are representative of the knowledge, skills, and/or abilities required to perform the job successfully.

Education/Experience

- An advanced degree from an accredited college or university in a field related to the PUENTE Learning Center mission and services.
- At least 5 years of progressive management experience in a non-profit, social service setting.
- Highly skilled in providing direction to and managing multiple programs in a non-profit social service environment.
- Experience in multi-cultural and bilingual environment desirable/required

Special Skills/Abilities

- Strong commitment to the mission, vision, core values, goals and philosophy of PUENTE.
- Must have the ability to nurture respectful relationships with clients and children and must be sensitive to the students' cultural and socioeconomic characteristics.
- Bilingual (English/Spanish) desirable.
- Strong planning, organizational, financial management, communication, fund development, community relations, decision-making and leadership skills.
- Demonstrated ability to work in a fast-paced, creative and collaborative organization while maintaining focus on key organizational priorities.
- Competence in administering the provision services to families, youth and children
- Expertise in multimillion-dollar budget management.
- Ability to effectively work with a non-profit Board of Directors.

VP of Finance

Under the supervision and within guidelines established by the PUENTE Learning Center CEO and, our VP of Finance directs PUENTE's financial planning and accounting practices as well as its

relationship with lending institutions and the financial community by performing the following duties:

Essential Duties

- Develops and implements fiscal policies and procedures for the organization, including a system of internal control.
- Supervises assigned staff (finance/accounting and contracts) and facilitates training and development.
- Oversees and directs treasury, budgeting, audit, tax, accounting, purchasing, real estate, long range forecasting, and insurance activities for the organization.
- Provides management with timely reports of organization's financial status and progress in its various programs and activities including cash flow, expenses and earnings with analysis of budget v. actuals.
- Analyzes, consolidates, and directs all cost accounting procedures together with other statistical and routine reports.
- Responsible for the preparation and issuance of the organization's annual report.
- Ensures all deliverables for annual external audits and LAUSD Oversight reviews.
- Prepares reports required by regulatory agencies.
- Performs any and all other duties assigned by the CEO.

Qualifications

The following requirements are representative of the knowledge, skills, and/or abilities required to perform the job successfully.

- 5 – 7 years of experience in public accounting, business, or nonprofit organization and 5 years in a senior management position; BS Degree in accounting, preferred.
- Advanced computer skills and MIS knowledge, and all related accounting and business management skills necessary for the job.

Principal

The Principal will serve as the instructional leader of PUENTE Charter School by building and ensuring a professional and healthy culture of school excellence, student achievement, family engagement and collegial support. PUENTE's principal creates and implements policies, programs, curriculum activities, and budgets in a manner that promotes the high levels of academic achievement, the educational development of each student and the professional development of each staff member. The principal establishes and maintains strategic and operational supports with school and organizational staff to ensure every child has access to needed learning support and addresses any opportunity gaps proactively.

Essential Duties

- Develops school-wide goals in alignment with the needs of students, colleagues and stakeholders to ensure PUENTE's desired programmatic outcomes.
- Leads in building a school learning community with the intentional focus on high student achievement and strong parent engagement.
- Recommends and evaluates school-wide programs, policies, goals and objectives.
- Evaluates and seeks to continuously improve the PUENTE Charter School instructional program.
- Provides support for the development and growth of all instructional team members, staff and providers.
- Ensures respectful and fully-resourced classroom environments and
- proactively recommends areas of improvement in instruction and management.
- Responds to inquiries and issues from stakeholders including our instructional team members, students, parents and external stakeholders. Commits to resolving operational, administrative and instructional matters.
- Provides leadership for the development, implementation, and monitoring of Charter School resources.
- Ensures accountability for state and federal testing and programs.
- Recommends the selection and assignment of Charter School personnel.
- Provides direction, supports, supervises and evaluates Charter School personnel within scope of responsibility.
- Ensures professional development planning for the building of educational expertise for Charter School personnel.
- Articulates and maintains high standards for student performance.
- Implements student discipline policies to support student needs.
- Provides leadership in implementing State funded programs.
- Upholds administrative and finance guidelines for the fiscal year budgets.
- Establishes intentional systems for data collection, analysis and management for the purpose of positive school outcomes.
- Supports policies, procedures and standards for campus safety of students, colleagues and stakeholders.
- Actively collaborates with other areas of the PUENTE Learning Center organizational team including VP of Finance.
- Promotes and represents PUENTE at conferences, community meetings and events.
- Stewards the mission, vision and values established by Chief Executive Officer & the PUENTE Governing Board and in the overall organization Continuous Quality Improvement Process.
- Ensures compliance with local, federal and state statutes as they apply to the charter.

Qualifications

- A Bachelor's degree in education administration, curriculum or related field (Master's and Administrative Services credential preferred).
- Minimum of five (5) years of educational administration and curriculum development strongly preferred.
- Stewards the knowledge that all children can succeed academically and personally.
- Knowledge of effective instructional practices to support English Learners.
- Knowledge of Special Education management and procedures
- Strong classroom management and discipline skills.
- Track record of producing measurable student achievement gains.
- Demonstrated leadership capabilities
- Proven management and team building skills
- Experience managing budgets, developing and implementing policies.
- Excellent interpersonal, verbal and written communication skills.
- Entrepreneurial ability to manage change and be responsive to community needs.
- A firm commitment to the PUENTE mission, vision and core values.
- Bilingual (English/Spanish) strongly preferred.
- Ability to persevere in challenging situations with a high emotional intelligence.

Vice-Principal (Assistant Principal)

Working collaboratively with the PUENTE Principal, actively assist in the administration of our school operations including; participating in staff selection; providing guidance and leadership in the areas of personnel; curriculum development; education program; family engagement; budgets; and contracts. Responsibilities extend to the operational areas of our overall student services.

Essential Duties

- Supervise student services programs, including discipline; attendance; guidance; special education; English Learner (EL); curriculum development; instructional materials development, record management storage and a variety of other related activities.
- Assesses and guides instructional and non-instructional personnel performance.
- Reviews and evaluates student attendance processes and procedures, and proactively ensures effective and efficient operations.
- Reviews, monitors, and evaluates our student record management system.
- Assists in the planning, organization, and the development of our master school calendar and activity schedule.
- Assists in stewarding a family engagement culture through specifically-designed activities and deliverables.
- Facilitates parent participation and involvement in the IEP process, collaborates with staff, parent and students on the implementation of effective behavior strategies, coordinates ongoing collaboration between special education and general education personnel, and ensures the integration of special education general education students.

- Supports and provides professional development to staff about special education services and monitors and analyzes special education data.
- Monitors fiscal expenditures related to special education funds.
- Facilitates SST meetings collaboratively with the Principal.
- Promotes a healthy school climate and staff morale and an effective learning climate in the school.
- Assists the Principal in articulating the school educational program to staff, parents, and the community.
- Responsible for the PUENTE Charter School in the absence of the principal.
- Maintains high standards of student conduct and supports discipline according to due process for the rights of students.
- Coordinates the organization, distribution, and collection of state and federally mandated testing programs for the accurate collection of student data.

Qualifications

The requirements listed below are representative of the knowledge, skills, and/or abilities required to perform the job successfully.

- A master's degree from an accredited college or university in educational or a closely related field.
- At least four years of successful elementary, middle or junior high school teaching experience, including the completion of an administrative training program.
- At least one year of verifiable experience in a non-classroom leadership position such as coordinator, instructional coach, etc.
- Possession of a valid California credential authorizing service as an assistant principal in a middle or elementary school.
- Ability to effectively plan, organize, and coordinate the management functions and activities of an elementary or middle school operation.
- Demonstrate a positive instructional leadership model.
- Effectively analyze problems, issues, and concerns, and formulate appropriate alternative solutions.
- Establish and maintain effective organizational, public, and community relationships.
- Understanding of, and sensitive to, the needs of the various cultural and ethnic groups in the school community.
- Advanced skill in dealing with students and staff with diverse needs at various levels.
- Understand and carry out oral and written directions with minimal supervisory controls.
- Intermediate to advanced knowledge and ability to develop, monitor and evaluate curriculum, discipline plans and supervision/safety plans.
- Excellent interpersonal relations and oral and written communication skills.
- Knowledge of the Education Code, Charter School policies and operating procedures.

Lead Instructor (Credentialed Teacher)

Under the guidance of the PUENTE Charter School Principal, lead instructors are responsible for implementing the educational program articulated in our approved Charter, providing a high-quality integrated curriculum, working collaboratively as a PUENTE instructional team member with peers to meet the social, psychological and educational needs of students, evaluating student performance using formative and summative assessments, student portfolio work and observation, and work with our parent community as teaching partners.

Essential Duties

- Stewards the PUENTE mission, vision, and values established by the Chief Executive Officer and the Board.
- Works collegially as an interdisciplinary PUENTE team member to plan and align curricula to ensure that instruction is consistent with state requirements and curriculum guidelines.
- Provides the opportunity for all PUENTE students to actively engage in integrated, thematic learning that is relevant and meaningful and leads to student growth, both academically and personally.
- Establishes a healthy culture of high expectations for our students.
- Develops targeted goals for individual and group learning.
- Successfully utilizes engaging teaching strategies.
- Ensures professional supervision and discipline in the classroom.
- Utilizes the data-based decision making approach when evaluating student progress and proactively differentiates instruction for each student and informs parents of student progress.
- Maintains timely and accurate student records.
- Engages in weekly instructional team professional development for student progress tracking.
- Demonstrates continued professional development practices.
- Engages with our parent community in support of the effective home-to-school connection.

Qualifications

The requirements listed below are representative of the knowledge, skills, and/or abilities required to perform the job successfully.

- Holds a valid California Multiple Subject Teaching Credential with authorization to teach English Learners.
- Bachelor's degree.
- At least two years of full-time teaching experience at the elementary level.
- Demonstrated interest and success working with students in at-needs communities.
- Bilingual (English/Spanish) preferred.

Administrative Assistant

The administrative assistant is responsible for the daily operations of the PUENTE Charter School main office.

Leadership Skills and Characteristics

- Believe in the PUENTE mission that all students can succeed.
- Exhibit strong customer-service and interpersonal skills.
- With administrative support, compose written communication concerning school-wide subjects requiring a thorough knowledge of policies, regulations, and operational procedures.
- Work in an organized and efficient manner, with an attention to detail
- Communicate effectively with various stakeholders, both internal and external.

Administrative Duties

- Collect and enter data into administrative databases.
- Serve as a general office manager by ordering, managing, and maintaining inventory of school supplies.
- Take notes in meetings and conferences and prepare accurate summaries.
- Collect and enter student attendance and make follow-up calls with families.
- Coordinate school mailings.
- Ensure school newsletters are forwarded to instructors for distribution.
- Review and edit documents to ensure consistency with policies, regulations, operational procedures, formatting, grammatical construction and punctuation.
- Manage and maintain the Principal's calendar of activities, including board meetings, meetings with parents and community organizations.
- Maintain school calendar.
- Contact parents and emergency assistance agencies in the case of serious illness or injury.
- Create systems to file all important school documents and student records.
- Prepares and ensure distribution of student transcripts.
- Complete other responsibilities as per the Principal.

Qualifications and Experience

- High school diploma or equivalent required. College degree preferred.
- Bilingual in Spanish and English; oral and written proficiency required.
- Previous experience as an administrative assistant.
- Proficiency in Microsoft Suite.
- Prior experience in an at-needs school community.

Human Resources Manager

Maintains and enhances PUENTE's human resources by planning, implementing, and evaluating employee relations and human resources policies, programs, and practices.

Essential Duties

- Conduct employee orientation
- Administer benefits program
- Payroll preparation and disbursement using ADP Payroll Service
- Respond to employee inquiries and requests regarding payroll matters.
- Use data and analysis for effective HR outcomes
- Maintain accurate payroll records and employees files.
- Prepare various payroll and management reports.
- Work with VP Finance on assigned HR matters.
- Coordinate interviews and refine the selection process.
- Coordinate all necessary documents, including but not limited to: recruitment materials, job posts and offer letters.
- Assist with keeping PUENTE compliant with federal, state and local labor laws and regulations
- Serve as Custodian of Records

Qualifications and Experience

The requirements listed below are representative of the knowledge, skills, and/or abilities required to perform the job successfully.

- College degree required.
- Human resources experience required.
- Proficiency in Microsoft Suite.
- Exhibit strong communication and interpersonal skills.
- Exhibit strong analytical skills.
- Maintain confidentiality.
- Ability to collaborate well with others.
- Bilingual (Spanish) language fluency strongly preferred.

Security Staff Member

Serves unarmed, to provides personal, equipment, and real property security for staff, students, and visitors within an assigned area of PUENTE. Performs routine security and public safety duties within assigned area. Remains alert to emergency situations and provides first-line response, emergency management, and/or referral if required.

Essential Duties

- Patrols non-armed in assigned area on foot to ensure personal, building, and equipment safety and security.
- Monitors assigned school parking lot to provide public security and assistance.
- Remains alert for the presence of unauthorized persons and/or security code violators; approaches suspicious persons and/or notifies police as appropriate;
- Examines doors, windows, and gates to ensure security; uses PUENTE keys to open and close buildings; monitors closed buildings for unauthorized persons and/or suspicious activities.
- Watches for and reports irregularities, such as facility and safety hazards, and emergency situations; contacts emergency responders, such as police, fire, and/or ambulance personnel, as required.

Qualifications and Experience

- High school diploma or equivalent required.
- Completion of a state-approved school security certificate program.
- Experience serving as a security guard in a school setting.
- Bilingual (Spanish) preferred.
- Ability to communicate effectively, both orally and in writing.
- Exhibit strong customer service skills in interacting with school community members.
- Ability to complete routine paperwork.
- Ability to understand and follow specific instructions and procedures.
- Strong interpersonal skills, flexibility, and customer service orientation.
- Ability to react calmly and effectively in emergency situations.
- Skill in performing building security and lock procedures.
- Knowledge of public security codes, policies, and regulations.
- Ability to understand, follow, and enforce safety codes, regulations, and procedures.
- Skill in providing protection services to individuals at the school site.
- Ability to detect problems and report information to appropriate personnel

Custodial/Maintenance Team Member

- Assures that cleaning and other custodial assignments are completed satisfactorily.
- Supervises and participates in the operation of lower pressure heating systems, ventilating and air conditioning systems.
- Sweep, dust, clean, scrub, strips, seals, waxes, polishes and mops floors in classrooms, bathrooms, offices, and similar facilities.
- Washes and scrubs walls, lavatory fixtures, inside glass windows, painted surfaces and drinking fountains.
- Makes repairs to building hardware, plumbing, woodwork, building equipment, and furniture.

Qualifications and Experience

- High school diploma or equivalent.
- Maintenance experience preferred.
- Ability to collaborate well with others.
- Ability to communicate effectively.
- Bilingual (Spanish) fluency strongly preferred.

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

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

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

PUENTE Charter School shall adopt, implement, and maintain at all times a current, comprehensive, and site-specific Health, Safety, and Emergency Preparedness Plan, which must include but is not limited to provisions for building and site emergency evacuation and the acquisition and maintenance of adequate onsite emergency supplies. PUENTE Charter School shall ensure that all staff members receive annual training on PUENTE’s health, safety, and emergency procedures, including but not limited to training on bloodborne pathogens, and shall maintain a calendar for, and conduct, emergency response drills for students and staff.

PUENTE Charter School shall provide all employees, and other persons working on behalf of PUENTE 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).

PUENTE 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.

PUENTE 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 PUENTE Charter School.

PUENTE 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. PUENTE 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)

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

CRIMINAL BACKGROUND CLEARANCES AND FINGERPRINTING

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

PUENTE Charter School shall maintain on file and available for inspection evidence that (1) PUENTE Charter School has performed criminal background checks and cleared for employment all employees prior to employment; (2) PUENTE Charter School has obtained certification from each of its contracting entities/independent contractors that the entity/contractor has conducted required criminal background clearances for its employees prior to provision of schoolsite services and/or any contact with students and has requested subsequent arrest notification service; and (3) PUENTE 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. PUENTE 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, PUENTE Charter School shall provide a copy of Department of Justice confirmation of Custodian of Records status for each Custodian of Records. PUENTE Charter School, including its administrators and officers, shall comply with the requirements of Education Code section 44030.5.

IMMUNIZATION AND HEALTH SCREENING REQUIREMENTS

PUENTE 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. PUENTE Charter School shall maintain TB clearance records and certificates on file.

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

SAFE PLACE TO LEARN ACT

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

Custodian of Records

The PUENTE Administration and Human Resources Manager serves as the Custodian of Records.

Student Health and Wellness

PUENTE provides a school environment that promotes and protects students' health, well-being, and ability to learn by supporting healthy eating, and overall physical and emotional health. All students have opportunities, support, and encouragement to be physically active daily, including our physical activity breaks, throughout the school day. Students also receive consistent nutrition education with our theme-based learning and emphasis on positive personal development, in accordance with Federal and state nutrition standards.

Nutrition Education & Promotion

PUENTE Charter School is committed to teaching, encouraging, and supporting healthy eating by our students and families. In an intentional display of this commitment, PUENTE provides nutrition education and engage in nutrition promotion that:

- Is offered as a part of a sequential, comprehensive, standards-based program designed to provide students with the knowledge and skills necessary to promote and protect their health.
- Is integrated within other content areas, as appropriate.
- Includes enjoyable, developmentally appropriate, culturally-relevant, participatory activities.
- Promotes fruits, vegetables, whole grain products, low-fat and fat-free dairy products, healthy food preparation methods, and health –enhancing nutrition practices.
- Emphasizes caloric balance between food intake and energy expenditure.
- Utilizes a multi-media approach.
- Includes training for our teachers and other staff.

Families as Health Partners

PUENTE support parents' efforts to encourage healthy eating and daily physical activities. Family Engagement meetings which focus on nutrition, physical fitness, and parenting are offered through the school year. Our weekly family newsletter promotes healthy eating choices and options through articles and listings of healthy snack items. Information regarding community resources such as children's sports teams is distributed to parents via our newsletter also. Community agencies focusing on health and nutrition are invited to participate in our annual

Family Fun Fest we conduct every summer on our school campus and collaborative Resource Fairs throughout the year in our large on-site multi-purpose room

Physical Activity Opportunities

In order for our PUENTE students to fully embrace regular physical activity as a personal behavior, students have opportunities for physical activity beyond physical education classes. To achieve this intentional goal, our classroom health education complements physical education by reinforcing the knowledge and self-management skills needed to maintain a physically-active lifestyle and to reduce time spent on sedentary activities. Our rotation-based instructional design has our students changing work centers throughout the school day, addressing both fatigue and sedentary factors that can be associated with traditional classroom design. Physical activity breaks are part of our design, as is our designated large circle room, which has our students developing their gross and fine motor skills as they build literacy competency through engaging activities facilitates by the instructors and with each other.

Daily Recess

Our PUENTE school facility has an outdoor play space, with play structures and green space, which is utilized by the students daily (weather permitting). Our intentionally designed play yard serves to encourage our children to be outside, get moving, and connect with the natural world and each other in the celebration of outdoor activity and cooperative play. Our inclusion of outdoor play is also an extension of our academic program plan, and reinforces the respect for nature, the environment and the interdependence of humans, animals, plants, and lifecycles. According to research (Fjortoft 2004; Burdette and Whitaker 2005), children who play outdoors regularly become fitter and leaner; develop stronger immune systems; have more active imaginations; have lower stress levels; play more creatively; and have greater respect for themselves and others. In addition, parent feedback has yielded positive family support for our intentional outdoor learning, given than many report that our school facility is the only opportunity their child has to play safely and freely.

Time spent outdoors is also a great source for appropriate vitamin D exposure. According to the journal Pediatrics, 70% of American kids are not getting enough vitamin D, which can lead to a host of health issues. In addition, time spent outdoors is also shown to reduce myopia (near sightedness) in children (Optometry and Vision Science, 2008).

To promote hydration, free, safe, drinking water is available to all students throughout the school day in our classroom work stations.

Safe Route to School

PUENTE, in conjunction with our on-campus security staff, have set up supervised procedures in the morning. These procedures are provided to parents on an annual basis. Our campus employs security personnel for the safety and well-being of our students, families and staff.

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

PUENTE 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.

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

Targeted Outreach & Recruitment Methods

PUENTE Charter School recruitment materials are bilingual English/Spanish to communicate our mission, educational program and to extend a welcome to all families seeking an educational resource for their need. There is an intentional operational effort to develop and update our outreach plan, including marketing materials delivered to homes in our targeted community, presentations and information distribution at community meetings and events. We have made use of social media, and use this as part of our connection to the broader Los Angeles community and to share the good news about PUENTE and its available vibrant community resources.

Our adult students in our adult English as a Second Language, High School Diploma, and Workforce Readiness programs, serve as ambassadors in sharing the good news about the early education opportunities at PUENTE Charter School. We also receive referrals from other schools, programs and agencies, and our thirty-year history in Los Angeles, and well-regarded reputation, support our outreach efforts to meet the District’s goals for establishing a diverse enrollment in our school.

Element 8 – Admission Requirements

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

DOCUMENTATION OF ADMISSIONS AND ENROLLMENT PROCESSES

PUENTE 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 PUENTE Charter. These records shall be made available to the District upon request.

HOMELESS AND FOSTER YOUTH

PUENTE 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. PUENTE Charter School shall provide specific information, in its outreach materials, websites, at community meetings, open forums, and regional center meetings, that notifies parents that PUENTE 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.

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

NON-DISCRIMINATION

PUENTE 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. PUENTE 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 PUENTE Charter.

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

Admission Requirements

PUENTE Charter School is, and has always been, and will continue to be an open enrollment, tuition-free public school with no specific requirements for admission (e.g., test scores, discipline records, aptitude assessment, etc.). Enrollment to our school is open to any resident of the State of California. Enrollment is on a first come, first served basis.

At all times, PUENTE is diligently committed to serving all students who wish to attend, regardless of race/ethnicity, socio-economic status, academic achievement, special education needs or homeless.

After a student is admitted, PUENTE welcomes any parent/caregiver to complete and submit an Application for Admissions a part of the enrollment process consisting of:

- Student & Parent/Caregiver Information
- Proof of Immunization
- Home Language Survey
- Completion of Emergency Medical Information Form
- Proof of minimum age requirements
- Release of records
- Income verification form

Lottery Preferences and Procedures

Applications for admission to PUENTE are accepted during a specified enrollment period in the month of February or March. Our outreach efforts include social media, bilingual Spanish and English flyers and postings in our community, active involvement of current families – our “each one, reach one” campaign, outreach to collaborative and partner organizations, community-based non-profits and businesses and our annual Family Fun Fest, conducted every summer which draws over three thousand people. If the number of applications received during the open enrollment period exceeds PUENTE’s capacity at any grade level we serve, attendance will be determined by a public, random drawing. The rules and procedures of the drawing will be communicated to all applicants via a written letter accompanying the Enrollment Lottery Form. Lottery procedures will be fairly executed, and will be overseen by PUENTE’s principal to ensure that they are accurately followed. The lottery will take place at PUENTE Charter School on a date publicized to applicants, at a time convenient for families to attend – evening hours. We use contact information to call, email and mail information to applicants. Families need not attend the lottery to claim their child’s enrollment space. Once the open enrollment period ends, the lottery will take place 14 days later. Parents/caregivers will be notified by a PUENTE Charter School staff member by telephone of their child’s admission or waitlist status immediately following the lottery.

In the event of a public random drawing, admission preferences shall be given in the following order pursuant to Ed. Code § 47605(d)(2)(B). Students will be enrolled by grade level applying the following priorities that ensure families are kept together at the same school. 1) Siblings of currently enrolled students (e.g., sibling preference; 2) Offspring of current instructional staff) to recruit and retain high quality staff (e.g., teacher and staff preference), not to exceed 10%. Students currently enrolled are exempt from lottery. As required by state law, preference will be given to pupils that reside within the LAUSD attendance area.

All parents/caregivers of students admitted through the lottery and will be asked to complete the Enrollment Forms within two weeks of their immediate notification by PUENTE Charter School staff by phone to ensure their child's enrollment. PUENTE staff is always available to assist families in completing this paperwork, if needed. At the conclusion of the public random drawing, all students who were not granted admission due to capacity shall be placed on a waiting list according to their draw in the lottery. Parents/caregivers of the students who are on our wait list, if one were required, will be notified of their child's status in a mailed written communication by the Principal. Wait list families will be notified, in order, by phone of an available seat and will be requested to complete an Enrollment Form within 48 hours (2 days) of the phone notification. In the event that a wait list is not needed, where the student space is available, the student space will be made available immediately on a first come, first served basis to our next interested family at the appropriate grade level.

Lottery application forms, the manual record of all lottery participants and their assigned lottery numbers, and other lottery-related documents are physically filed at PUENTE and waiting lists, if in existence, will be readily available in the PUENTE Charter School main office for inspection upon request. Each applicant's lottery application will be kept on file for the academic year with his or her assigned lottery number (or the order the name was pulled in the public lottery) in the school database and on his or her enrollment application.

Families who apply after the lottery deadline are added to the end of the lottery waitlist in the order they are received. Vacancies that occur during the school year will be filled according to the wait list order determined during the lottery drawing.

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).)

PUENTE 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. PUENTE Charter School shall ensure compliance with the requirements of section 41020(f)(2), which makes it unlawful, absent an Education Audits Appeal Panel waiver, for a public accounting firm to provide audit services to a local educational agency if the lead audit partner, or coordinating audit partner, having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, has performed audit services for that local educational agency in each of the six previous years.

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

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

In addition:

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

Annual Audit Procedures

Each fiscal year an independent auditor will conduct an audit of the financial affairs of PUENTE Charter School to verify the accuracy of our school’s financial statements, attendance and enrollment accounting practices, and internal controls.

The annual independent financial audit of the books and records will be conducted as required by Education Code Sections 47605(b)(5)(I) and 47605(m). The books and records of the PUENTE Charter School will be kept in accordance with generally accepted accounting principles, and as required by applicable law and the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller’s K-12 Audit Guide.

The PUENTE Audit Committee may include persons who are not members of the board, but may not include any the staff of the organization, including the CEO. In addition, any person with expenditure authorization or recording responsibilities within the organization may not serve on the committee.

The PUENTE Board of Directors will appoint an Audit Committee by January 1 of each year. The PUENTE Board will ensure the inclusion of at least one audit committee member with financial expertise, one who is knowledgeable in Generally Accepted Accounting Principles ("G.A.A.P."), financial statements, can assess internal controls and procedures for financial report so there is complete understanding when communicating between the audit committee, PUENTE management, and the external and internal auditors. In addition, individuals with diverse backgrounds and experience in areas such as finance, industry, or leadership to obtain a balanced perspective as a whole will be included as committee members.

The PUENTE Learning Center Board of Directors will review and approve the audit no later than December 15.

The Audit Committee will be responsible for contracting with an audit firm from the State Controller's list of approved charter school auditors by March 1 of each year, unless the existing contract is a multi-year contract. The VP of Finance/Financial Officer and the Charter School Principal will work collaboratively to ensure complete compliance with the audit deliverables and processes.

The Audit Committee will be responsible for reviewing the results of the annual audit and developing a corrective action plan to address all relevant weaknesses noted by the auditor. The Board of Directors will review and approve the audit no later than December 15. The VP of Finance/Financial Officer will be responsible for submitting the audit to all reporting agencies no later than December 15.

When the contract with the currently engaged auditing firm expires, the Chief Executive Officer and Chief Financial Officer will send a Request for Proposal ("RFP") to various auditing firms. The auditor will have, at a minimum, a CPA and educational institution audit experience and approved by the State Controller on its published list as an educational audit provider.

Element 10 – Suspension and Expulsion Procedures

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

GENERAL PROVISIONS

PUENTE 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.

PUENTE 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.

PUENTE 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. PUENTE 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.

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

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

STUDENTS WITH DISABILITIES

PUENTE 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, PUENTE Charter School shall identify and provide special education programs and services at an appropriate interim educational placement, pending the completion of the expulsion process, to be coordinated with the LAUSD Special Education Service Center.

In the case of a student who has an Individualized Education Program (“IEP”), or a student who has a 504 Plan, PUENTE 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 PUENTE Charter School, an IEP team will meet to conduct a manifestation determination and to discuss alternative placement utilizing the District’s Special Education Policies and Procedures Manual. Prior to recommending expulsion for a student with a 504 Plan, PUENTE 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 PUENTE Charter School’s failure to implement 504?

NOTIFICATION OF THE DISTRICT

Upon expelling any student, PUENTE 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 PUENTE 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 PUENTE 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 PUENTE Charter School's failure to implement 504 Plan?

Notwithstanding the documentation sent to the PUENTE 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, PUENTE 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

PUENTE 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 PUENTE Charter School shall be given a rehabilitation plan upon expulsion as developed by PUENTE 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 PUENTE Charter School for readmission. PUENTE Charter School shall inform parents in writing of its processes for reinstatement and applying for expungement of the expulsion record.

READMISSION

PUENTE 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, PUENTE Charter School's governing board shall readmit the pupil, unless PUENTE 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

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

GUN-FREE SCHOOLS ACT

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

Discipline Policy

PUENTE Charter School will adhere to a positive behavior philosophy consistent with the intent of District's Discipline Foundation Policy, with modeling and reinforcement of positive behavior and lifestyle choices. This policy will include, but is not limited to the students' rights and responsibilities while on school grounds as well as the school's suspension and expulsion policies. The discipline policy shall not be discriminatory, arbitrary or capricious, and follows the general principles of due process.

Upon enrollment, and again at the Parent Orientation Meeting conducted just prior to the beginning of each school year, PUENTE Charter School families receive a copy of the PUENTE Student/Family Handbook, which contains the Suspension and Expulsion Policy. A PUENTE guiding principle is to focus intentionally on a healthy and positive school climate. We use alternatives to suspensions to support students when behavioral missteps occur, which include teacher conversation, parent/family involvement and redirection. Importantly, imbedded in our instructional design are the on-going opportunities for students to work cooperatively with each other, be respected and demonstrate respect for others, learn conflict resolution strategies, and take responsibility for his/her daily behavior.

During the term of its charter, PUENTE has maintained a zero percent expulsion/suspension rate. Our strong emphasis on the home-to-school connection with parent involvement and our instructional design contributes greatly to this outcome.

Our PUENTE instructional team members are trained during professional development meetings to use effective classroom management strategies to maximize instruction and minimize student misbehavior, and how to understand, distinguish, and address different types of behaviors. Our school-wide and classroom management systems are built on the philosophy that effective management means that more time is spent on proactive strategies rather than reactive strategies. We use an effective range of lower-level consequences (non-verbal cues, conferencing with student, loss of privileges, etc.). Positive reinforcements in building our positive school culture include first to choose a play activity and reflective consequences include not being able to participate in a play activity. Students who do not adhere to stated expectations for behavior and who violate the school's rules may expect consequences for their behavior. Consequences may include, but are not limited to:

- A verbal warning
- Individual conference with the teacher
- Loss of privileges
- Individual behavior contract with parent involvement
- Referral to the Principal or other designated school staff member
- Notice to parent/caregiver by telephone or letter

A student may be suspended or expelled for any of the acts enumerated in Education Code § 48900, except for willful defiance and disrupted school activities, related to school activity or school attendance that occurs at any time including, but not limited to:

- While on school grounds
- While going to or leaving from school
- During, or traveling to or from, a school-sponsored activity

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.

Mandatory Expulsion/Suspension: It is a federal mandate that a school expel, for a period of not less than one year, any student who is determined to have brought a firearm to school. In accordance with California Education Code § 48915.

Cause for Suspension and Expulsion

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to:

- While on school grounds.
- While going to or coming from school.
- During the lunch period, whether on or off the campus.
- During, or while going to, or coming from, a school sponsored event.

Every effort will be made to avoid out-of-school suspension and expulsion, when possible. In-school suspension is preferred, due to lack of parental supervision during the school day and the anticipated at-risk nature of many PUENTE Charter School students. While the goal of PUENTE's discipline procedures is to avoid out-of-school suspension and expulsion when possible, rules and procedures for suspension and expulsion are consistent with state and federal law, where applicable.

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

- a) Caused, attempted to cause, or threatened to cause serious physical injury to another person except in self-defense.
- b) Caused or attempted to cause damage to school property or private property.
- c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Committed an obscene act or engaged in habitual profanity or vulgarity.
- e) 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.

- f) Committed or attempted to commit robbery or extortion.
- g) Stole or attempted to steal PUENTE 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) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- j) Knowingly received stolen school property or private property.
- k) 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.
- l) 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.
- m) 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.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

- o) 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.
- p) Made terroristic threats against school officials and/or school property. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
- q) 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.
- r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code.

This section shall apply to pupils in any of grades 4 to 12, inclusive, if PUENTE were to serve these grade levels, we would ensure Ed. Code compliance.

- s) 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.

- t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
- 1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - i. 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 PUENTE Charter School.
 - 2) “Electronic Act” means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - i. A message, text, sound, or image.

- ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- b) 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).
 - c) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Director or designee’s concurrence.

2. Limited Discretion of Suspension/Expulsion Offenses: Students must be suspended and recommended for expulsion when the following occur unless the principal determines

the expulsion is inappropriate:

- a. Caused serious physical injury to another person, except in self-defense –
- b. Possession of any knife or other dangerous object of no reasonable use to the pupil
- c. Unlawful possession of any controlled substance (except for the first offense for possession of not more than an ounce of marijuana, other than concentrated cannabis, or the possession of over-the-counter medication for use by the pupil for medical purposes or medication prescribed for the pupil by a physician) Robbery or extortion
- d. Assault or battery upon any school employee –

A decision to expel for one of these offenses must be based on a finding of one or both of the following:

1. Other means of correction are not feasible or have failed to bring about proper conduct; or
2. 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.

3. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the pupil:

- Possession, selling or furnishing of a firearm
- brandishing of a knife at another person
- unlawfully selling of a controlled substance
- committing or attempting to commit sexual assault or battery,
- and possession of an explosive

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

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

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

Process for Suspension and/or Expulsion

The Principal shall determine whether to suspend the student from school, or to allow the student to remain on campus during the term of the classroom suspension. Students serving classroom suspensions must remain on campus under appropriate supervision by the Vice-Principal or his or her designee. If such a suspension occurs, the Principal shall, as soon as possible, ask the parent to attend a parent conference, at which the school administrators will be present.

To protect student rights, we have established fair and thorough procedures to ensure a comprehensive and consistent process for suspension and expulsion including clear guidelines for due process. As noted above, the Principal is authorized to suspend students.

In-School Suspension

In-school suspensions are given as an alternative to out of school suspensions and are held in the Principal’s office. During in-school suspensions, teachers provide the students with assignments to complete by the end of the school day. If the student has questions about the assignments, the teacher provides support. During the day of the suspension, the students’ teachers address behaviors that may have contributed to the students’ in-school suspension. In addition to completing assigned work, the student is required to complete a reflection addressing why the behavior occurred and what can be done in the future to ensure that the offense is not repeated. Students will not be suspended, whether in-school or out-of-school, for more than five days at a time or more than twenty days combined during one academic year.

Out-of-School Suspension

A student may receive an out-of-school suspension if it is determined that the student's presence would be a danger to others at school and their removal from school is necessary.

Family Conference

Suspension shall be preceded by a conference conducted by the Principal with the student and his/her parent. The conference may be omitted if the Principal determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or school personnel. If the student is suspended without conference, the parent/guardian shall be notified of the suspension and a conference will be requested by PUENTE as soon as possible.

Notice to Parent/Caretakers

At the time of suspension, the Principal shall make a reasonable effort to contact the parent/guardian by telephone or in person to be followed up with a written notification. This notice will state the specific offenses committed by the student. In addition, the notice will contain the date and time the student may return to school. If the Principal wishes to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice shall note that the parents are required to respond to this request without delay.

Length of Suspension

The length of the out of school and in school suspensions will be determined by the Principal based on the severity of the offense(s), as evidenced by witness statements, physical evidence, and other relevant factors. The length of suspension for students may not exceed a period of 5 consecutive days unless a recommendation has been made by the Principal and agreed to by the student's parent/guardian. The total number of days for which a pupil may be suspended from Charter School shall not exceed 20 school days in any school year, unless a pupil enrolls in or is transferred to another regular school, an opportunity school or class, or a continuation education school or class, in which case the total number of school days for which the pupil may be suspended shall not exceed 30 days in any school year. The classroom teacher of the suspended student will collect and provide the student with classroom material and current assignments to be completed at home during the length of the suspension. Written notification

listing all required assignments will be sent to the student's parents and all needed materials will be left in the front office. Students will take all tests missed upon their return to school.

Expulsion Procedures

The PUENTE Charter School Expulsion Policy has been established in order to provide a safe learning environment for all PUENTE community stakeholders. PUENTE's rules and procedures for expulsion are consistent with state and federal laws and provide students their due process rights.

Authority to Expel

A student may be expelled by an Administrative Panel following a hearing before it, and preceded by recommendation from the Vice- Principal. The Administrative Panel shall consist of at least three members who are certificated employees and neither a teacher of the pupil nor a Board member of the PUENTE Charter School's governing board. The PUENTE Board will appoint an Administrative Panel. The Administrative Panel may expel any student found to have committed an expellable offense.

A student and his or her parents may appeal an expulsion decision by the Administrative Panel to the Charter School's Board, which will make the final determination.

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. If requested by the student, and unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Executive Director or designee determines that the student has committed an expellable offense and recommends the student for expulsion.

The Administrative Panel convened for the expulsion hearing will hold a hearing on the case, and will make a determination whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the student makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded in writing to the student and the student's parent/guardian by the Administrative Panel 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:

- The date and place of the expulsion hearing;
- A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
- A copy of PUENTE Charter School's disciplinary rules which relate to the alleged violation;
- Notification of the student's or parent/guardian's obligation to provide information about the student's status at PUENTE Charter School to any other school district or school to which the student seeks enrollment;
- 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;
- The right to inspect and obtain copies of all documents to be used at the hearing;
- The opportunity to confront and question all witnesses who testify at the hearing;
- The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery

PUENTE Charter School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by PUENTE Charter School. 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. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the Administrative Panel, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
4. The Administrative Panel may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The Administrative Panel may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the Administrative Panel from removing a support person whom the Administrative Panel 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, PUENTE Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to PUENTE. 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 Administrative Panel shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the Administrative Panel from exercising its discretion to remove a person from the hearing whom it 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 courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when

testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.

10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by Administrative Panel that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

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 determination by the Administrative Panel to expel must be supported by substantial evidence presented at the hearing that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have

his or her testimony heard in a session closed to the public. The decision of the Administrative Panel shall be in the form of written findings of fact. If the Administrative Panel decides not to expel the pupil, the pupil shall immediately be returned to his/her educational program.

Written Notice to Expel

The Principal or Assistant Principal, following a decision of the Administrative Panel to expel, shall send written notice of the decision to expel, including the Administrative Panel's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following: (a) Notice of the specific offense(s) committed by the student; and (b) 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 PUENTE Charter School; and (c) Notice of Right to Appeal and Rehabilitation and Reinstatement Eligibility.

The Chief Executive Officer shall send a copy of the written notice of the decision to expel to the District. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

Disciplinary Records

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

Appeal of Suspension or Expulsion A suspension appeal may be made to the CEO within ten working days of the suspension. A family will have the opportunity to file a written appeal that would include any additional information. Following review of the suspension facts and safety of students, a decision by the CEO regarding student suspension will be considered final.

An expulsion may be appealed within ten working days of expulsion decision and must be submitted in writing to the CEO. The student will be considered suspended until a meeting is convened to consider the appeal (within 30 working days). The appeal will be considered by the PUENTE Board of Directors and the family will be able to file a written appeal to the hearing finding. The appeal and the PUENTE Board of Director's review of the Administrative Panel's decision shall be limited to the following questions:

- Whether the Administrative Panel acted without or in excess of its jurisdiction
- Whether there was a fair hearing
- Whether there was a prejudicial abuse of discretion in the hearing
- Whether there is relevant material evidence which, in the exercise of reasonable diligence, could not have been produced or which was improperly excluded at the hearing before the Administrative Panel

For a student who is not reinstated upon appeal, the family will be sent written notification by the Principal, within 24 hours of such decision, including specific reasons why appeal was denied. The decision of the PUENTE Board of Directors will be impartial and final. PUENTE Charter School will create and maintain records of the expulsion proceedings and make audio records and written findings available to students/parents and provide post expulsion support to expelled students and their families to facilitate continued access to education.

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).)

PUENTE 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 PUENTE 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 PUENTE 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 PUENTE Charter School, and/or its nonprofit public benefit corporation, notwithstanding any provision in Element 15 to the contrary, PUENTE Charter School shall distribute its net assets in accordance with section 414(d), related regulations, and the government plan’s requirements.

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

Certificated and Classified Employees

Staff of PUENTE Charter School will participate in the Federal Social Security System and PUENTE Learning Center’s 403(b) retirement plan in accordance with eligibility guidelines that were established for employees, both certificated and classified. The 403(b) plan is administered through TIAA-CREF. Employees will contribute desired percentage to designated plan and PUENTE will contribute up to 5% of salary, depending on length of employment. The PUENTE Board of Directors retains the option to consider any other public or private retirement plans and to coordinate such participation with existing programs, as it deems appropriate. PUENTE’s Administration and Human Resources Manager will be responsible for ensuring that appropriate arrangements for the retirement coverage have been made.

Element 12 – Public School Attendance Alternatives

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

Pupils of PUENTE 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 PUENTE Charter School, except to the extent that such a right is extended by the school district.

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

As a school of choice, PUENTE does not have restrictive enrollment based on residence, etc. Parents and students will be informed of their public school attendance alternatives during the enrollment process through such publications as the District’s School Choices brochure.

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 PUENTE 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 PUENTE 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).)

The staff and governing board members of PUENTE Charter School agree to resolve any claim, controversy or dispute arising out of or relating to the Charter agreement between the District and PUENTE Charter School, except any controversy or claim that is in any way related to revocation of this PUENTE Charter (“Dispute”), pursuant to the terms of this Element 14.

Any Dispute between the District and PUENTE Charter School shall be resolved in accordance with the procedures set forth below:

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

All Written Notifications to the District and Charter School shall be addressed respectively as follows:

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

Jerome Greening
Principal
PUENTE Charter School
501 S. Boyle Ave.
Los Angeles, CA 90033

[See Element 14]

- 2) A written response (“Written Response”) shall be tendered to the other party within twenty (20) business days from the date of receipt of the Written Notification. The parties agree to schedule a conference to discuss the Dispute identified in the Written Notice (“Issue Conference”). The Issue Conference shall take place within fifteen (15) business days from the date the Written Response is received by the other party. The Written Response may be tendered by personal delivery, by facsimile, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00p.m., or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail.
- 3) If the Dispute cannot be resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Each party shall bear its own attorneys’ fees, costs and expenses associated with the mediation. The mediator’s fees and the administrative fees of the mediation shall be shared equally among the parties. Mediation proceedings shall commence within 120 days from the date of either party’s request for mediation following the Issue Conference. The parties shall mutually agree upon the selection of a mediator to resolve the Dispute. The mediator may be selected from the approved list of mediators prepared by the American Arbitration Association. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.
- 4) If the mediation is not successful, then the parties agree to resolve the Dispute by binding arbitration conducted by a single arbitrator. Unless the parties mutually agree otherwise, arbitration proceedings shall be administered in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitrator must be an active member of the State Bar of California or a retired judge of the state or federal judiciary of California. Each party shall bear its own attorney’s fees, costs and expenses associated with the arbitration. The arbitrator’s fees and the administrative fees of the arbitration shall be shared equally among the parties. However, any party who fails or refuses to submit to arbitration as set forth herein shall bear all attorney’s fees, costs and expenses incurred by such other party in compelling arbitration of any controversy or claim.

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 if PUENTE Charter School commits a breach of any provision set forth in a policy related to charter schools adopted by the District Board of Education and/or any provisions set forth in the Charter Schools Act of 1992. The District may revoke the charter of PUENTE Charter School if the District finds, through a showing of substantial evidence, that PUENTE Charter School did any of the following:

- PUENTE Charter School committed a material violation of any of the conditions, standards, or procedures set forth in the Charter.
- PUENTE Charter School failed to meet or pursue any of the pupil outcomes identified in the Charter.
- PUENTE Charter School failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement.
- PUENTE 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 PUENTE Charter School in writing of the specific violation, and give PUENTE 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 PUENTE 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 PUENTE Charter School, either by the governing board of PUENTE Charter School or by the LAUSD Board of Education, must be documented in a “Closure Action”. A

Closure Action shall be deemed to have been automatically taken when any of the following occur: the PUENTE Charter is revoked (subject to the provisions of Education Code section 47607(i)) or non-renewed by the LAUSD Board of Education; the governing board of PUENTE Charter School votes to close PUENTE Charter School; or the PUENTE 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 PUENTE 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 PUENTE Charter School or the LAUSD Board of Education, the governing board of PUENTE 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 PUENTE Charter School will fund, these activities.

Notification of Closure Action

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

1. The LAUSD Charter Schools Division (CSD). PUENTE 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 PUENTE Charter School, PUENTE 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 PUENTE Charter School within 72 hours of the Closure Action. PUENTE Charter School shall simultaneously provide a copy of the written parent notification to the CSD.
3. Los Angeles County Office of Education (LACOE). PUENTE Charter School shall send written notification of the Closure Action to LACOE by registered mail within 72 hours

of the Closure Action. PUENTE Charter School shall simultaneously provide a copy of this notification to the CSD.

4. The Special Education Local Plan Area (SELPA) in which PUENTE Charter School participates. PUENTE Charter School shall send written notification of the Closure Action to the SELPA in which PUENTE 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 PUENTE Charter School's employees participate. Within fourteen (14) calendar days of the Closure Action, PUENTE 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. PUENTE Charter School shall provide a copy of these notifications and correspondence to the CSD.
6. The California Department of Education (CDE). PUENTE Charter School shall send written notification of the Closure Action to the CDE by registered mail within 72 hours of the Closure Action. PUENTE 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 PUENTE Charter School. PUENTE 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. PUENTE Charter School shall provide a copy of these notifications, if any, to the CSD.
8. All PUENTE Charter School employees and vendors within 72 hours of the Closure Action. PUENTE 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 PUENTE Charter School
2. The name(s) and contact information for the person(s) handling inquiries regarding the closure

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

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

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

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

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

Notification of employees and vendors shall include:

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

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

Records Retention and Transfer

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

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

and all employee records, including but not limited to, records related to performance and grievance. Charter School must provide to the CSD and the designee a list of all active and inactive employees and their periods of service. Both Charter School and the designee, individually and separately, shall inform the CSD immediately upon the transfer of Charter School's employee records to the designee.

8. Charter School shall ensure that all records are boxed and clearly labeled by classification of documents and the required duration of storage in accordance with District procedures.
9. Charter School shall provide to the responsible person(s) designated by the governing board of Charter School to conduct all closure-related activities a list of students in each grade level and, for each student, a list of classes completed and the student's district of residence.

Financial Close-Out

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

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

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

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

Charter School shall pay for the financial closeout audit of Charter School. This audit will be conducted by a neutral, independent licensed CPA who will employ generally accepted accounting

principles. Any liability or debt incurred by Charter School will be the responsibility of Charter School and not LAUSD. Charter School understands and acknowledges that Charter School will cover the outstanding debts or liabilities of Charter School. Any unused monies at the time of the audit will be returned to the appropriate funding source. Charter School understands and acknowledges that only unrestricted funds will be used to pay creditors. Any unused AB 602 funds will be returned to the District SELPA or the SELPA in which Charter School participates, and other categorical funds will be returned to the source of funds.

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

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

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

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

Disposition of Liabilities and Assets

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

1. Charter School, at its cost and expense, shall return to the District any and all property, furniture, equipment, supplies, and other assets provided to Charter School by or on behalf of the District. The District discloses that the California Education Code sets forth the requirements for the disposition of the District's personal property and Charter School shall bear responsibility and liability for any disposition in violation of statutory requirements.

2. The return of any donated materials and property in accordance with any terms and conditions set when the donations were accepted.
3. The return of any grant and restricted categorical funds to their sources according to the terms of the grant or state and federal law.
4. The submission of final expenditure reports for any entitlement grants and the filing of Final Expenditure Reports and Final Performance Reports, as appropriate.

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

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

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

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

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

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

This Element 15 shall survive the revocation, expiration, termination, cancellation of this Charter, or any other act or event that would end Charter School's authorization to operate as a charter school or cause Charter School to cease operation. Charter School agrees that, due to the nature of the property and activities that are the subject of this Charter, the District and public shall suffer

irreparable harm should Charter School breach any obligation under this Element 15. The District therefore reserves the right to seek equitable relief to enforce any right arising under this Element 15 or any provision of this Element 15 or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District. Such legal relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

Additional Provisions

FACILITIES

District-Owned Facilities

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

Notwithstanding any provision of any existing agreement for the use of District facilities, no renewal, extension of the term, material revision, or amendment, of a charter petition shall automatically renew or extend the term of any agreement for the use of District facilities, including but not limited to Proposition 39 agreements. The circumstances of Charter School's occupancy of District facilities may change over time such as, but not limited to, enrollment, programs, and the conditions of facilities, and the District has a vested interest in having an agreement that is appropriate for the situation. Proposition 39 Single Year Co-Location Use Agreements shall be limited to one (1) school year and expire on the date stated in said instrument.

For a Sole Occupant Agreement or any other use agreement that is not a Proposition 39 Single Year Co-location Use Agreement or a lease issued through the Notice of Intent and bid process, the term shall not exceed five (5) years or shall be co-terminous with the approved Charter, whichever is shorter. Charter School and the District shall negotiate any modifications of the agreement with the goal of such amendment or new agreement being considered by the LAUSD Board of Education with the renewal of the charter petition. If Charter School and the District cannot execute an agreement in time for such to be considered by the Board of Education with the renewal of the charter petition, the approval of the renewal of the charter petition shall be conditioned upon Charter School and the District executing an amendment to the existing use agreement or a new agreement no later than May 1st or within nine (9) months of the date of the Board of Education's approval of the renewal of the charter petition. During such time period Charter School shall be permitted to remain in occupancy of the District facilities under the terms and conditions of the immediately preceding, executed use agreement; provided, that if Charter School and the District cannot agree upon and execute an amendment or new use agreement by said deadline, Charter School shall vacate the District facilities on or before June 30th of said school year.

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

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

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

- Use: Charter School will be restricted to using the District facilities for the operation of a public school providing educational instruction to public school students consistent with the terms of the Charter and incidental related uses. Separate and apart from its right as authorizer to observe and inspect any part of the charter school at any time pursuant to Education Code 47607(a)(1), the District shall have and reserves the right to inspect District facilities upon reasonable notice to Charter School.
- Furnishings and Equipment: The District shall retain ownership of any furnishings and equipment, including technology, ("F&E") that it provides to Charter School for use. Charter School, at its sole cost and expense, shall provide maintenance and other services for the good and safe operation of the F&E.
- Leasing; Licensing: Use of the District facilities by any person or entity other than Charter School shall be administered by the District. The parties may agree to an alternative arrangement in the use agreement.
- Programs, Services, and Activities Outside Instructional Program; Third Party Vendors
 - (i) Any program, service, or activity provided outside the instructional program shall be subject to the terms and provisions of the use agreement, and, additionally, may require a license, permit, or additional agreement issued by the District. The term "instructional program" is defined, per Education Code section 47612 and 5 CCR section 11960, as those required educational activities that generate funding based

on “average daily attendance” and includes those extracurricular programs, services, and/or activities that students are required to participate in and do not require the payment of any consideration or fee.

- (ii) Any program, service, or activity requiring the payment of any consideration or fee or provided by a third party vendor (defined as any person or entity other than Charter School), whether paid or volunteer and regardless of whether such may be within the instructional program, shall be subject to the terms and provisions of the use agreement and such third party vendor shall be required to obtain a license, permit, or additional agreement from the District.

- Minimum Payments or Charges to be Paid to District Arising From the Facilities:

- (i) Pro Rata Share: The District shall collect and Charter School shall pay a Pro Rata Share for facilities costs as provided in the Charter Schools Act of 1992 and its regulations. The parties may agree to an alternative arrangement regarding facilities costs in the use agreement; and

- (ii) Taxes; Assessments: Generally, Charter School shall pay any assessment or fee imposed upon or levied on the LAUSD facilities that it is occupying or Charter School’s legal or equitable interest created by the use agreement.

- Maintenance & Operations Services: In the event the District agrees to allow Charter School to perform any of the operation and maintenance services, the District shall have the right to inspect the District facilities, and the costs incurred in such inspection shall be paid by Charter School.

- (i) Co-Location: If Charter School is co-locating or sharing the District facilities with another user, the District shall provide the operations and maintenance services for the District facilities and Charter School shall pay the Pro Rata Share. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such in the use agreement.

- (ii) Sole Occupant: If Charter School is a sole occupant of District facilities, the District shall allow Charter School, at its sole cost and expense, to provide some operations and maintenance services for the District facilities in accordance with applicable laws and LAUSD’s policies on operations and maintenance services for facilities and F&E. NOTWITHSTANDING THE FOREGOING, the District shall provide all services for regulatory inspections which as the owner of the real property it is required to submit, and deferred maintenance, and Charter School shall pay LAUSD for the cost and expense of providing those services. The parties may agree

to an alternative arrangement regarding performance of the operations and maintenance services and payment for such services in the use agreement.

- **Real Property Insurance:** Prior to occupancy, Charter School shall satisfy requirements to participate in LAUSD's property insurance or, if Charter School is the sole occupant of LAUSD facilities, obtain and maintain separate property insurance for the LAUSD facilities. Charter School shall **not** have the option of obtaining and maintaining separate property insurance for the LAUSD facility IF Charter School is co-locating or sharing the LAUSD facility with another user.

Non-District-Owned Facilities

Occupancy and Use of the Site: Prior to occupancy or use of any school site or facility, Charter School shall provide the CSD with a current Certificate of Occupancy or equivalent document issued by the applicable permitting agency that allows Charter School to use and occupy the site as a charter school. Charter School shall not exceed the operating capacity of the site and shall operate within any limitations or requirements provided by the Certificate of Occupancy and any applicable permit. Charter School may not open or operate without providing a copy of an appropriate Certificate of Occupancy to the CSD. If Charter School intends to move or expand to another facility during the term of this Charter, Charter School shall adhere to any and all District policies and procedures regarding charter material revision and non-material amendment. Prior to occupancy or use of any such additional or changed school site, Charter School shall provide an appropriate Certificate of Occupancy to the CSD for such facility. Notwithstanding any language to the contrary in this Charter, the interpretation, application, and enforcement of this provision are not subject to the Dispute Resolution Process outlined in Element 14.

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

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

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

INSURANCE

Insurance Requirements

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

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

The following insurance policies are required:

1. Commercial General Liability, including Fire Legal Liability, coverage of \$5,000,000 per Occurrence and in the Aggregate. The policy shall be endorsed to name the Los Angeles Unified School District and the Board of Education of the City of Los Angeles ("Board of Education") as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy. Coverage shall be maintained with no Self-Insured Retention above \$15,000 without the prior written approval of the Division of Risk Management and Insurance Services for the LAUSD.
2. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect Charter School from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

3. Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if Charter School does not operate a student transportation service. If Charter School provides student transportation services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
4. Crime Insurance or Fidelity Bond coverage shall be maintained by Charter School to cover all Charter School employees who handle, process or otherwise have responsibility for Charter School funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$500,000 per occurrence and \$500,000 general aggregate, with no self-insured retention.
5. Cyber liability insurance coverage with minimum limits of \$500,000 per occurrence and \$500,000 general aggregate.
6. Professional Educators Errors and Omissions liability coverage with minimum limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
7. Sexual Molestation and Abuse coverage with minimum limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.
8. Employment Practices Legal Liability coverage with limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
9. Excess/umbrella insurance with limits of not less than \$10,000,000 is required of all high schools and any other school that participates in competitive interscholastic or intramural sports programs.

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

Evidence of Insurance

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

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

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

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

Hold Harmless/Indemnification Provision

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

FISCAL MATTERS

District Oversight Costs

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

Cash Reserves

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

Third Party Contracts

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

Special Education Revenue Adjustment/Payment for Services

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

Student Body Funds

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

Audit and Inspection of Records

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

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

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

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

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

Internal Fiscal Controls

Charter School shall develop and maintain sound internal fiscal control policies governing all financial activities.

Apportionment Eligibility for Students Over 19 Years of Age

Charter School acknowledges that, in order for a pupil over nineteen (19) years of age to remain eligible for generating charter school apportionment, the pupil shall be continuously enrolled in

public school and make satisfactory progress toward award of a high school diploma. (Ed. Code § 47612(b).)

Local Control and Accountability Plan

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

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- addendum

- Assurances, Affirmations, and Declarations

Stella Elementary Charter Academy (also referred to herein as “SECA” and “Charter School”) shall:

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

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

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

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

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

ACADEMIC CALENDAR AND SCHEDULES

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

MATHEMATICS PLACEMENT

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

TRANSITIONAL KINDERGARTEN

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

HIGH SCHOOL EXIT EXAMINATION

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

WASC ACCREDITATION

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

ENGLISH LEARNERS

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

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

- How English Learners' needs will be identified
- What services will be offered
- How, where, and by whom the services will be provided
- How Charter School will evaluate its EL program each year, and how the results of this evaluation will be used to improve the program, including the provision of EL services

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

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

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

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

STUDENTS WITH DISABILITIES

Federal Law Compliance

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

Special Education Program

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

Prior to LAUSD Board of Education approval, Charter School shall execute a Memorandum of Understanding ("MOU") by and between LAUSD and Charter School regarding the provision and funding of special education services consistent with the requirements of the LAUSD Special Education Local Plan Area ("SELPA") Local Plan for Special Education.

SELPA Reorganization

The Los Angeles Unified School District is approved to operate as a single-District SELPA under the provisions of Education Code section 56195.1(a). As a single-District SELPA, the District has created two charter school sections (District-operated Programs and Charter-operated Programs) under the administration of one single Administrative Unit pursuant to a reorganization plan approved by the Board of Education on January 4, 2011 (149/10-11). Full implementation of the reorganized LAUSD SELPA commenced in the 2013-2014 school year requiring all District-authorized charter schools to elect one of the three options available under the LAUSD SELPA. Prior to an option election, all District-authorized charter schools were required to participate as a school of the District under the District-Operated Programs Unit. Prior to the beginning of the 2013-2014 school year, all District-authorized charter schools, other than those that had previously executed an Option 3 Memorandum of Understanding ("MOU"), were required to execute a new MOU setting forth the LAUSD SELPA option election for the remainder of the charter petition

term. The Charter-operated Program schools do not have LEA status for the purposes of special education but will function in a similar role in that each charter school will be responsible for all special education requirements, including but not limited to services, placement, due process, related services, special education classes, and special education supports. Charter schools that have elected to participate in a District-operated programs option may apply for membership in the Charter-operated Program section of the SELPA. Charter schools accepted for participation in the Charter-operated Programs section receive support from a Special Education Director for the Charter-operated Programs.

Modified Consent Decree Requirements

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

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

- End of Year Suspension

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

- Statewide Assessment Data

The standard file including District ID.

- Norm day

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

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

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

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

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

- 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 (Local Control Funding Formula) and AB 484, as they may be amended from time to time, including all requirements pertaining to pupil outcomes.

STANDARDIZED TESTING

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

- **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 policy as it relates to charter schools, as they may be amended from time to time.

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

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

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

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

TITLE IX, SECTION 504, AND UNIFORM COMPLAINT PROCEDURES

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

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

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

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

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

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

RESPONDING TO INQUIRIES

Charter School, including its nonprofit corporation shall promptly respond to all inquiries, including but not limited to inquiries regarding financial records from the District, and shall cooperate with the District regarding any inquiries. Charter School acknowledges that Charter School, including but not limited to its nonprofit corporation, is subject to audit by LAUSD, including, without limitation, audit by the District Office of the Inspector General. Charter School

shall provide the District with current and accurate contact information for Charter School, Charter School administrators, and Board members.

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

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

NOTIFICATION OF THE DISTRICT

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

STUDENT RECORDS

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

PARENT ENGAGEMENT

Charter School shall not require a parent or legal guardian of a prospective or enrolled student to perform volunteer service hours, or make payment of fees or other monies, goods, or services in lieu of performing volunteer service, as a condition of his/her child's admission, continued

enrollment, attendance, or participation in the school's educational activities, or otherwise discriminate against a student in any manner because his/her parent cannot, has not, or will not provide volunteer service to Charter School.

FEDERAL PROGRAM COMPLIANCE

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

- **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, OEHS, and other District offices in the same manner as other LAUSD campuses.

Charter School shall adopt, implement, and maintain at all times a current, comprehensive, and site-specific Health, Safety, and Emergency Preparedness Plan, which must include but is not limited to provisions for building and site emergency evacuation and the acquisition and maintenance of adequate onsite emergency supplies. Charter School shall ensure that all staff members receive annual training on Charter School’s health, safety, and emergency procedures, including but not limited to training on bloodborne pathogens, and shall maintain a calendar for, and conduct, emergency response drills for students and staff.

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

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

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

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

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

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

CRIMINAL BACKGROUND CLEARANCES AND FINGERPRINTING

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

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

IMMUNIZATION AND HEALTH SCREENING REQUIREMENTS

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

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

SAFE PLACE TO LEARN ACT

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

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

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

COURT-ORDERED INTEGRATION

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

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

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

- **Element 8 – Admission Requirements**

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

DOCUMENTATION OF ADMISSIONS AND ENROLLMENT PROCESSES

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

HOMELESS AND FOSTER YOUTH

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

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

NON-DISCRIMINATION

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

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

- **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:

- k. Provisional Budget – Spring prior to operating fiscal year
- l. Final Budget – July of the budget fiscal year
- m. First Interim Projections – November of operating fiscal year
- n. Second Interim Projections – February of operating fiscal year
- o. Unaudited Actuals – July following the end of the fiscal year
- p. Audited Actuals – December 15 following the end of the fiscal year
- q. Classification Report – monthly according to Charter School’s Calendar
- r. Statistical Report – monthly according to Charter School’s Calendar of Reports

In addition:

- P1, first week of January
- P2, first week of April
- s. Instructional Calendar – annually five weeks prior to first day of instruction
- t. 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, Charter School shall identify and provide special education programs and services at an appropriate interim educational placement, pending the completion of the expulsion process, to be coordinated with the LAUSD Special Education Service Center.

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

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

NOTIFICATION OF THE DISTRICT

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

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

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

OUTCOME DATA

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

REHABILITATION PLANS

Pupils who are expelled from Charter School shall be given a rehabilitation plan upon expulsion as developed by Charter School’s governing board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. Terms of expulsion should be reasonable and fair with the weight of the expelling offense taken into consideration when determining the length of expulsion. Therefore, the

rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the pupil may apply to Charter School for readmission. Charter School shall inform parents in writing of its processes for reinstatement and applying for expungement of the expulsion record.

READMISSION

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

REINSTATEMENT

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

GUN-FREE SCHOOLS ACT

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

- **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, per 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).)

The staff and governing board members of Charter School agree to resolve any claim, controversy or dispute arising out of or relating to the Charter agreement between the District and Charter School, except any controversy or claim that is in any way related to revocation of this Charter (“Dispute”), pursuant to the terms of this Element 14.

Any Dispute between the District and Charter School shall be resolved in accordance with the procedures set forth below:

- 5) Any Dispute shall be communicated in writing (“Written Notification”). The Written Notification must identify the nature of the Dispute and any supporting facts. The Written Notification shall be tendered to the other party by personal delivery, by facsimile, or by certified mail. The Written Notification shall be deemed received (a) if personally delivered,

upon date of delivery to the address of the person to receive such notice if delivered by 5:00 p.m., or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail.

All Written Notifications to the District and Charter School shall be addressed respectively as follows:

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

Director/Principal
Charter School
[See Element 14]

- 6) A written response (“Written Response”) shall be tendered to the other party within twenty (20) business days from the date of receipt of the Written Notification. The parties agree to schedule a conference to discuss the Dispute identified in the Written Notice (“Issue Conference”). The Issue Conference shall take place within fifteen (15) business days from the date the Written Response is received by the other party. The Written Response may be tendered by personal delivery, by facsimile, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00p.m., or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail.
- 7) If the Dispute cannot be resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Each party shall bear its own attorneys’ fees, costs and expenses associated with the mediation. The mediator’s fees and the administrative fees of the mediation shall be shared equally among the parties. Mediation proceedings shall commence within 120 days from the date of either party’s request for mediation following the Issue Conference. The parties shall mutually agree upon the selection of a mediator to resolve the Dispute. The mediator may be selected from the approved list of mediators prepared by the American Arbitration Association. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.

- 8) If the mediation is not successful, then the parties agree to resolve the Dispute by binding arbitration conducted by a single arbitrator. Unless the parties mutually agree otherwise, arbitration proceedings shall be administered in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitrator must be an active member of the State Bar of California or a retired judge of the state or federal judiciary of California. Each party shall bear its own attorney's fees, costs and expenses associated with the arbitration. The arbitrator's fees and the administrative fees of the arbitration shall be shared equally among the parties. However, any party who fails or refuses to submit to arbitration as set forth herein shall bear all attorney's fees, costs and expenses incurred by such other party in compelling arbitration of any controversy or claim.

- **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 if Charter School commits a breach of any provision set forth in a policy related to charter schools adopted by the District Board of Education and/or any provisions set forth in the Charter Schools Act of 1992. The District may revoke the charter of Charter School if the District finds, through a showing of substantial evidence, that Charter School did any of the following:

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

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

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

CLOSURE ACTION

The decision to close Charter School, either by the governing board of Charter School or by the LAUSD Board of Education, must be documented in a “Closure Action”. A Closure Action shall be deemed to have been automatically taken when any of the following occur: the Charter is revoked (subject to the provisions of Education Code section 47607(i)) or non-renewed by the LAUSD Board of Education; the governing board of Charter School votes to close Charter School; or the Charter lapses.

CLOSURE PROCEDURES

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

Designation of Responsible Person(s) and Funding of Closure

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

Notification of Closure Action

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

9. 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.

10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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:

5. The effective date of the closure of Charter School
6. The name(s) and contact information for the person(s) handling inquiries regarding the closure
7. The students' school districts of residence
8. 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:

3. A description of the circumstances of the closure
4. 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:

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

Notification of employees and vendors shall include:

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

6. The date and manner, which shall be no later than 30 days from the effective date of the closure of Charter School, by which Charter School shall provide employees with written verification of employment

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

Records Retention and Transfer

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

10. 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.
11. 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.
12. 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.
13. 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.

14. Charter School must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.
15. Charter School must provide to the CSD a copy of student attendance records, teacher gradebooks, Charter School payroll records, and Title I records (if applicable).
16. 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.
17. 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.
18. 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:

4. 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.
5. 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.

6. 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:

5. Preliminary budgets
6. Interim financial reports
7. Second interim financial reports
8. 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:

5. 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.
6. The return of any donated materials and property in accordance with any terms and conditions set when the donations were accepted.
7. The return of any grant and restricted categorical funds to their sources according to the terms of the grant or state and federal law.
8. The submission of final expenditure reports for any entitlement grants and the filing of Final Expenditure Reports and Final Performance Reports, as appropriate.

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

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

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

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

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

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

District-Owned Facilities

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

Notwithstanding any provision of any existing agreement for the use of District facilities, no renewal, extension of the term, material revision, or amendment, of a charter petition shall automatically renew or extend the term of any agreement for the use of District facilities, including but not limited to Proposition 39 agreements. The circumstances of Charter School's occupancy of District facilities may change over time such as, but not limited to, enrollment, programs, and the conditions of facilities, and the District has a vested interest in having an agreement that is appropriate for the situation. Proposition 39 Single Year Co-Location Use Agreements shall be limited to one (1) school year and expire on the date stated in said instrument.

For a Sole Occupant Agreement or any other use agreement that is not a Proposition 39 Single Year Co-location Use Agreement or a lease issued through the Notice of Intent and bid process, the term shall not exceed five (5) years or shall be co-terminous with the approved Charter, whichever is shorter. Charter School and the District shall negotiate any modifications of the agreement with the goal of such amendment or new agreement being considered by the LAUSD Board of Education with the renewal of the charter petition. If Charter School and the District cannot execute an agreement in time for such to be considered by the Board of Education with the renewal of the charter petition, the approval of the renewal of the charter petition shall be conditioned upon Charter School and the District executing an amendment to the existing use agreement or a new agreement no later than May 1st or within nine (9) months of the date of the Board of Education's approval of the renewal of the charter petition. During such time period Charter School shall be permitted to remain in occupancy of the District facilities under the terms and conditions of the immediately preceding, executed use agreement; provided, that if Charter School and the District cannot agree upon and execute an amendment or new use agreement by said deadline, Charter School shall vacate the District facilities on or before June 30th of said school year.

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

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

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

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

regulations. The parties may agree to an alternative arrangement regarding facilities costs in the use agreement; and

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

Non-District-Owned Facilities

Occupancy and Use of the Site: Prior to occupancy or use of any school site or facility, Charter School shall provide the CSD with a current Certificate of Occupancy or equivalent document

issued by the applicable permitting agency that allows Charter School to use and occupy the site as a charter school. Charter School shall not exceed the operating capacity of the site and shall operate within any limitations or requirements provided by the Certificate of Occupancy and any applicable permit. Charter School may not open or operate without providing a copy of an appropriate Certificate of Occupancy to the CSD. If Charter School intends to move or expand to another facility during the term of this Charter, Charter School shall adhere to any and all District policies and procedures regarding charter material revision and non-material amendment. Prior to occupancy or use of any such additional or changed school site, Charter School shall provide an appropriate Certificate of Occupancy to the CSD for such facility. Notwithstanding any language to the contrary in this Charter, the interpretation, application, and enforcement of this provision are not subject to the Dispute Resolution Process outlined in Element 14.

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

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

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

INSURANCE

Insurance Requirements

No coverage shall be provided to Charter School by the District under any of the District's self-insured programs or commercial insurance policies. Charter School shall secure and maintain, at

a minimum, insurance as set forth below with insurance companies acceptable to the District [A.M. Best A-, VII or better] to protect Charter School from claims which may arise from its operations. Each Charter School location shall meet the below insurance requirements individually.

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

The following insurance policies are required:

5. Commercial General Liability, including Fire Legal Liability, coverage of \$5,000,000 per Occurrence and in the Aggregate. The policy shall be endorsed to name the Los Angeles Unified School District and the Board of Education of the City of Los Angeles ("Board of Education") as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy. Coverage shall be maintained with no Self-Insured Retention above \$15,000 without the prior written approval of the Division of Risk Management and Insurance Services for the LAUSD.
6. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect Charter School from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
7. 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.
8. Crime Insurance or Fidelity Bond coverage shall be maintained by Charter School to cover all Charter School employees who handle, process or otherwise have responsibility for Charter School funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$500,000 per occurrence and \$500,000 general aggregate, with no self-insured retention.

10. Cyber liability insurance coverage with minimum limits of \$500,000 per occurrence and \$500,000 general aggregate.
11. Professional Educators Errors and Omissions liability coverage with minimum limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
12. Sexual Molestation and Abuse coverage with minimum limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.
13. Employment Practices Legal Liability coverage with limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
14. Excess/umbrella insurance with limits of not less than \$10,000,000 is required of all high schools and any other school that participates in competitive interscholastic or intramural sports programs.

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

Evidence of Insurance

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

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

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

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

Hold Harmless/Indemnification Provision

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

FISCAL MATTERS

District Oversight Costs

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

Cash Reserves

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

Third Party Contracts

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

Special Education Revenue Adjustment/Payment for Services

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

Student Body Funds

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

Audit and Inspection of Records

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

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

Charter School to meet generally accepted accounting principles or if Charter School engages in fiscal mismanagement.

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

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

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

Internal Fiscal Controls

Charter School shall develop and maintain sound internal fiscal control policies governing all financial activities.

Apportionment Eligibility for Students Over 19 Years of Age

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

Local Control and Accountability Plan

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