



# 2018-2023 Charter of

# **Accelerated Charter Elementary School**

A California Public Charter School

# Part of The Accelerated Schools



Renewal Petition Submitted: January 10, 2018

# **Table of Contents**

Assurances, Affirmation, and Declarations	3
Element 1: The Educational Program	5
Element 2: Measurable Pupil Outcomes	68
Element 3: Method by which Pupil Progress Toward Outcomes Will be Measured	68
Element 4: Governance	74
Element 5: Employee Qualifications	87
Element 6: Health and Safety	101
Element 7: Means to Achieve Racial and Ethnic Balance	105
Element 8: Admission Requirements	107
Element 9: Annual financial Audits	111
Element 10: Suspension and Expulsion Procedures	114
Element 11: Employee Retirement Systems	126
Element 12: Public School Attendance Alternatives	127
Element 13: Rights of District Employees	128
Element 14: Mandatory Dispute Resolution	129
Element 15: Charter School Closure Procedures	132
Additional Provisions	138

# **Assurances, Affirmations, and Declarations**

Accelerated Charter Elementary School (also referred to herein as "ACES" and "Charter School") shall:

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

Charter School hereby declares that Charter School, operated as or by its nonprofit public benefit corporation, is and shall be the exclusive public school employer of Charter School's employees for the

purposes of the Educational Employment Relations Act (EERA), Chapter 10.7 (commencing with Section 3540) of Division 4 of Title I of the Government Code. Charter School shall comply with all provisions of the EERA and shall act independently from LAUSD for collective bargaining purposes. In accordance with the EERA, employees may join and be represented by an organization of their choice for collective bargaining purposes.

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

# Element 1 – The Educational Program

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

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

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

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

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

## **Academic Calendar and Schedules**

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

#### **Mathematics Placement**

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

# **Transitional Kindergarten**

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

#### **High School Exit Examination**

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

# **WASC Accreditation**

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

#### **English Learners**

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

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

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

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

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

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

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

# **Students with Disabilities**

# Federal Law Compliance

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

#### Special Education Program

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

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

#### **SELPA Reorganization**

The Los Angeles Unified School District is approved to operate as a single-District SELPA under the provisions of Education Code section 56195.1(a). As a single-District SELPA, the District has created two charter school sections (District-operated Programs and Charter-operated Programs) under the administration of one single Administrative Unit pursuant to a reorganization plan approved by the Board of Education on January 4, 2011 (149/10-11). Full implementation of the reorganized LAUSD SELPA commenced in the 2013-2014 school year requiring all 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 measurable outcomes and facilities obligations that the District has to achieve to disengage from the MCD and federal court oversight. All charter schools are required to use the District's Special Education Policies and Procedures Manual and Welligent, the District-wide web-based software system used for online Individualized Education Programs ("IEPs") and tracking of related services provided to students during the course of their education.

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

#### End of Year Suspension

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

Statewide Assessment Data

The standard file including District ID.

# Norm day

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

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

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

# Dropout

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

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

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

GENERAL INFORMATION	
· The contact person for Charter School is:	Johnathan Williams, Co-Founder and CEO
· The contact address for Charter School is:	3914 S. Main St. Los Angeles, CA 90037
· The contact phone number for Charter School is:	(323) 846-6694
<ul> <li>The proposed address or ZIP Code of the target community to be served by Charter School is:</li> </ul>	3914 S. Main St. Los Angeles, CA 90037
· This location is in LAUSD Board District:	2
· This location is in LAUSD Local District:	Central
· The grade configuration of Charter School is:	TK - 6
· The number of students in the first year will be:	528
<ul> <li>The grade level(s) of the students in the first year will be:</li> </ul>	TK - 6
· Charter School's scheduled first day of instruction in 2018-2019 is:	August 13, 2018

GENERAL INFORMATION	
<ul> <li>The enrollment capacity is:         <ul> <li>(Enrollment capacity is defined as the total number of students who may be enrolled in Charter School regardless of student residency.)</li> </ul> </li> </ul>	528
<ul> <li>The type of instructional calendar (e.g., traditional/year-round, single track/multi-track, extended day/year) will be:</li> </ul>	Traditional
· The bell schedule for Charter School will be:	8:00 a.m 1:20 p.m. Monday, 8:00 a.m. – 3:00 p.m. Tuesday - Friday
· The term of this Charter shall be from:	July 1, 2018 to June 30, 2023

#### COMMUNITY NEED FOR CHARTER SCHOOL

The Accelerated Charter Elementary School (ACES) features a distinctive dual language immersion model, the only one of its kind currently in Los Angeles and California. Established in 2004, ACES provides 50 percent of classroom instruction in Spanish and 50 percent in English implementing the Gómez & Gómez Dual Language Enrichment (DLE) program while adjusting to meet California curriculum requirements. ACES is the only school in the community that is implementing a dual language program in English/Spanish where 100% of the students participate in the program. Other public schools have a dual language strand that is implemented in their school where some students participate in it and others do not. Since ACES implements the program schoolwide it has a distinct advantage in promoting the value of a students' home language while they learn a second language. While learning content in two languages, students still outperform many of resident LAUSD schools (See following data charts).

Parents in the community seek an education that not only academically meets their children's needs but culturally, including their home language. ACES strives to be a welcoming school community, which values the assets parents/guardians and students possess. When teachers successfully incorporate texts and pedagogical strategies that are culturally and linguistically responsive, they have been able to increase student efficacy, motivation, and academic achievement (Lee, 2001; Ladson-Billings, 1994)

We believe in strong professional development to ensure effective implementation each year as teachers hone their practice implementing the model. Currently three of our teachers have attended the 3-day Initial Gómez & Gómez Dual Language training as well as the principal attending a 5-day TOT and 3-day recertification training of this model. All teachers at ACES receive training with new teachers trained at the start of each school year. Teachers share best practices about the DLE room environment and strategies to support the model. The administration and teachers do classroom visits and observations to further their learning with the model as a Professional Learning Community.

Create an environment of connectedness where all students feel they belong: ACES strives to support academic achievement by giving all students a voice in their education. We strive to accomplish this through community building in classrooms and schoolwide. Teachers make their classrooms encouraging and supportive by teaching students problem solving and conflict resolution skills in small groups and whole class meetings so that all students, inclusive of diverse learners, feel welcomed and respected. If students have a sense of belonging at school, there is more engagement in learning and less behavioral issues. (http://mindsetscholarsnetwork.org/wp-content/uploads/ 2015/09/What-We-Know-About-Belonging.pdf)

Our low suspension rate is evidence of strong student connectedness and use of alternatives to suspensions in conjunction with the use of Multi-Tiered System of Supports (MTSS). Based on the 2017 Fall California Accountability School Dashboard (see next page), ACES suspension rates are Very Low (0.2%) & Declined Significantly by 1% (Blue – Highest Performance).

Cultural inclusion activities are implemented, so that students and parents can share their culture and traditions in a meaningful way in the classroom. Students build personal pride and parent engagement is meaningful, which is encouraged in an organic and authentic manner. When students feel they belong they take more risks in the classroom, during instruction which means deeper learning can occur. S/he sees himself/herself as an integral member of this diverse community.

We use an interdisciplinary approach to teaching and learning where the relationships across subject matter content areas are made explicit and performance-based assessments to ensure that there is depth of learning beyond the basic coverage of material: To meet the needs of all students including GATE, Diverse Learners, SWD, ELs, and socioeconomically disadvantaged, our project-based model allows for engaging and authentic projects that connect to the real world and allow students to be assessed through these projects and including the integrated use of technology. There is evidence of writing across the curriculum where projects integrate Science, Social Studies, Math, Art, Technology and Language Arts. These instructional practices prepare students not only for 21st century skills and the real world but also allows them to perform well on the CAASPP/SBAC as it reflects the type of questions and tasks they'll be asked to demonstrate proficiency in Mathematics and Language Arts.

#### **Academic Performance Data: Areas of Strength**

ACES was able to demonstrate notable academic gains from the 2015-16 to 2016-17 school year. These increases were accomplished despite our school having three locations at the beginning of the 2016-2017 school year and moving to a newly constructed site three months after the start of the school year (November 2016). These increases can be attributed to various factors but, most importantly, the successful implementation of new ELA curriculum aligned to the CA CCSS (Wonders/Maravillas 2017) in all grade levels TK-6. All teachers received training in using the new curriculum prior to the start of the school year during ACES Curriculum Institute week. Time was allocated for planning and grade level collaboration for data analysis, creating SMART goals by grade levels, and interventions both during the instructional day and/or including before/after the school day.

Our innovative Dual Language Enrichment model further supports student success. Our program builds on students' primary language in Language Arts from TK-1st grade and formally adds a second language in Language Arts beginning in 2nd grade. This provides a strong foundation, especially for our English Learners, to transfer their primary language skills to learning a second language. Research

evidence indicates that bilingual programs where biliteracy is the goal and where bilingual instruction is sustained promote literacy in English, as well as the primary language (August and Shanahan 2006; CDE 2010a; Genesee, Lindholm-Leary, Saunders and Christian 2006; Goldenberg 2008). The enhanced metalinguistic and metacognitive benefits of bilingualism have been demonstrated in multiple studies. These benefits include better working memory, abstract reasoning skills, attentional control, and problem-solving skills (Adesope, Lavin, Thompson, and Ungerleider 2010).

#### **ELA**

The following academic performance data highlight strengths in our English Language Arts program. Schoolwide, from Spring 2016 to Spring 2017 ACES students increased by 2.17% in the Met/Exceeds Standards (Table 1.1). We decreased students in the Standard Not Met by 8.54% (Table1.2). We acknowledge these gains, yet we continue to analyze and plan for greater success in this area (see plan for improvement).

Table 1.1 CAASPP/SBAC- All Students

	ELA 2016-17 Comparison to LAUSD Resident Schools											
School	Subgroup	Students with Scores	% Standard Not Met	% Standard Nearly Met	% Standard Met	% Exceeds Standard	Met/Exceed s Standard, Combined %	Change from 2015- 2016 to 2016- 2017				
Accelerated Charter Elementary	All Students	241	29.46	32.37	21.16	17.01	38.17	2.17				
Wadsworth Avenue Elem	All Students	292	65.41	19.52	9.59	5.48	15.07	0.07				
Main Street Elementary	All Students	399	52.38	22.06	16.79	8.77	25.56	6.56				
Harmony Elementary	All Students	280	66.07	21.07	10.71	2.14	12.86	-4.14				
Trinity Street Elementary	All Students	242	57.85	26.03	10.33	5.79	16.12	-8.88				
Forty-Ninth Street Elem	All Students	364	65.66	18.96	12.09	3.30	15.38	1.38				
William Clinton Middle	All Students	775	59.87	26.45	12.26	1.42	13.68	-1.32				
West Vernon Avenue Elem	All Students	360	43.33	24.44	20.28	11.94	32.22	-0.78				
Ricardo Lizarraga Elem	All Students	302	58.61	17.22	15.23	8.94	24.17	-2.83				
LAUSD Resident Schools from CDE Median	All Students	331	59.24	21.57	12.18	5.64	15.75	-2.25				
Los Angeles Unified	All Students	260,525	36.30	24.14	24.96	14.59	39.55	0.55				

Data provided by LAUSD 12-11-17

# Change in Percentage Points from 2015-16 to 2016-17

Table 1.2 CAASPP/SBAC- Subgroups

English Language Arts											
Subgroup	Students with Scores	% Standard Not Met	% Standard Nearly Met	% Standard Met	% Exceeds Standard	Met/Exceeds Standard, Combined %					
All Students	241	-8.54	7.37	4.16	-1.99	2.17					
English Learner	98	-15.02	16.82	1.18	-1.98	-0.80					
Latino	236	-8.34	8.05	4.19	-2.90	1.29					
Socioeconomically Disadvantaged	233	-8.96	6.19	4.03	-2.26	1.77					
Students with Disabilities	23	-9.43	-3.61	13.04	0.00	13.04					

Data provided by LAUSD 12-11-17. \*Change in percentage points reflects the absolute difference between 2016-17 percentages and 2015-16 percentages (2016-17 % - 2015-16 %).

On the Spring 2017 CAASPP/SBAC for ELA, our Latino, Socioeconomically Disadvantaged and Students with Disabilities (SWD) subgroups all increased in Met/Exceeds Standard. Our SWD showed a significant increase from 0% in Spring 2016 to 13% for Met/Exceeds Standard in Spring 2017 (Tables 1.3 and 1.4).

All our subgroups improved by moving from Standard Not Met to Standard Nearly Met in ELA from Spring 2016 to Spring 2017 on the CAASPP/SBAC. There was an increase of 15.02% for English Learners, 8.34% for Latinos, 8.96% for Socioeconomically Disadvantaged, and 9.43% for our Students with Disabilities in the % Standard Nearly Met (Table 1.2).

Table 1.3 CAASPP/SBAC- Subgroups

ELA 2015-16										
Subgroup	Students with Scores	with Standard Standard Standard Exceeds								
All Students	154	38.00	25.00	17.00	19.00	36.00				
English Learner	59	64.00	24.00	8.00	3.00	11.00				
Latino	151	38.00	25.00	17.00	19.00	36.00				
Socioeconomically Disadvantaged	151	39.00	26.00	17.00	19.00	36.00				
Students with Disabilities	14	79.00	21.00	0.00	0.00	0.00				

Data provided by LAUSD 12-11-17

Table 1.4 CAASPP/SBAC- Subgroups

ELA 2016-17										
Subgroup	Students with Scores	% Standard Not Met	% Standard Nearly Met	% Standard Met	% Exceeds Standard	Met/Exceeds Standard, Combined %	from 2015- 2016 to 2016- 2017			
All Students	241	29.46	32.37	21.16	17.01	38.17	2.17			
English Learner	98	48.98	40.82	9.18	1.02	10.20	-0.80			
Latino	236	29.66	33.05	21.19	16.10	37.29	1.29			
Socioeconomically Disadvantaged	233	30.04	32.19	21.03	16.74	37.77	1.77			
Students with Disabilities	23	69.57	17.39	13.04	0.00	13.04	13.04			

Data provided by LAUSD 12-11-17

#### **Mathematics**

The following data set demonstrates our school's strengths in the area of mathematics. As reflected in our CAASPP/SBAC scores for Spring 2017, ACES students maintained in the Met/Exceeds Standard with 30.58% compared to 31% the previous year. Schoolwide students moved up by 5.64% from Standard Not Met to Standard Nearly Met from Spring 2016 to Spring 2017 in Mathematics (Table 1.5).

Table 1.5 CAASPP/SBAC- All Students

	Mathematics 2016-17 Comparison to LAUSD Resident Schools										
School	Subgroup	Students with Scores	% Standar d Not Met	% Standar d Nearly Met	% Standar d Met	% Exceeds Standar d	Met/Exceed s Standard, Combined %	Change from 2016- 17			
Accelerated Charter Elementary	All Students	242	36.36	33.06	20.25	10.33	30.58	-0.42			
LAUSD Resident Schools from CDE Median											
Wadsworth Avenue Elementary	All Students	291	56.70	32.30	7.56	3.44	11.00	-3.00			
Main Street Elementary	All Students	403	46.90	30.77	14.14	8.19	22.33	7.33			
Harmony Elementary	All Students	283	68.55	22.97	8.13	0.35	8.48	-5.52			
Trinity Street Elementary	All Students	244	49.59	29.92	17.21	3.28	20.49	-9.51			
Forty-Ninth Street Elementary	All Students	364	62.36	25.27	10.99	1.37	12.36	-1.64			
William Jefferson Clinton Middle	All Students	804	67.79	19.15	10.57	2.49	13.06	-2.94			
West Vernon Avenue Elementary	All Students	361	39.06	25.76	21.61	13.57	35.18	3.18			
Ricardo Lizarraga Elementary	All Students	307	55.05	27.69	9.77	7.49	17.26	-0.74			
LAUSD Resident Schools from CDE Median	All Students	334	55.88	26.73	10.78	3.36	15.16	-0.34			
Los Angeles Unified	All Students	262,953	43.52	26.62	17.46	12.40	29.86	1.86			

Data provided by LAUSD 12-11-17

From Spring 2016 to Spring 2017 on the CAASPP/SBAC, all our subgroups improved in Mathematics by decreasing the percentage of students from Standard Not Met to Standard Nearly Met. There was a decrease of 7.44% for English Learners, 5.71% for Latinos, 5.68% for Socioeconomically Disadvantaged, and 20.78% for our Students with Disabilities in the % Standard Nearly Met (Table 1.6) Tables 1.7 and 1.8 show data for 2015-16 school year and 2016-17 school year separately.

# Change in Percentage Points from 2015-16 to 2016-17

Table 1.6 CAASPP/SBAC-Subgroups

Table 1.0 CAAST (7 SDAC-Subgroups											
Mathematics											
Subgroup	Students with Scores	% Exceeds Standard	Met/Exceeds Standard, Combined %								
All Students	242	-5.64	6.06	1.25	-1.67	-0.42					
English Learner	99	-7.44	6.29	2.13	-0.98	1.15					
Latino	237	-5.71	6.76	0.83	-1.87	-1.04					
Socioeconomically Disadvantaged	234	-5.68	6.76	-0.77	-0.32	-1.09					
Students with Disabilities	23	-20.78	16.43	4.35	0.00	4.35					

Data provided by LAUSD 12-11-2017 Change in percentage points reflects the absolute difference between 2016-17 percentages and 2015-16 percentages (2016-17 % - 2015-16 %)

Table 1.7 CAASPP/SBAC- Subgroups

Math 2015-16										
Subgroup	Students with Scores	% Standard Not Met	% Standard Nearly Met	% Standard Met	% Exceeds Standard	Met/Exceeds Standard, Combined %				
All Students	157	42.00	27.00	19.00	12.00	31.00				
English Learner	62	63.00	23.00	11.00	3.00	14.00				
Latino	154	42.00	27.00	19.00	12.00	31.00				
Socioeconomically Disadvantaged	152	42.00	27.00	20.00	11.00	31.00				
Students with Disabilities	14	86.00	14.00	0.00	0.00	0.00				

Data provided by LAUSD 12-11-17

Table 1.8 CAASPP/SBAC- Subgroups

Math 2016-17									
Subgroup	Students with Scores	% Standard Not Met	% Standard Nearly Met	% Standard Met	% Exceeds Standard	Met/Exceeds Standard, Combined %	from 2015- 2016 to 2016- 2017		
All Students	242	36.36	33.06	20.25	10.33	30.58	-0.42		
English Learner	99	55.56	29.29	13.13	2.02	15.15	1.15		
Latino	237	36.29	33.76	19.83	10.13	29.96	-1.04		
Socioeconomically Disadvantaged	234	36.32	33.76	19.23	10.68	29.91	-1.09		
Students with Disabilities	23	65.22	30.43	4.35	0.00	4.35	4.35		

Data provided by LAUSD 12-11-17

# Subgroup Comparisons to LAUSD Resident Schools (1.1 mile radius to ACES)

Latino, Economically Disadvantaged, and English Learners (Table 1.9-1.14), outperformed both the State and LAUSD on the Spring 2016 and Spring 2017 CAASPP/SBAC in Math for Standard Met/Exceeds. These same subgroups also surpassed LAUSD in both ELA and Math on both the Spring 2016 and Spring 2017 CAASPP/SBAC for Standard Met/Exceeds. ACES RFEP students surpassed both LAUSD and the State in ELA and Math on the Spring 2017 CAASPP/SBAC.

**Table 1.9 Subgroup Comparisons** 

CAASPP/SBAC change from Spring 2016 to Spring 2017	ELA - Latino Standard Met/Exceeds	Math - Latino Standard Met/Exceeds	ELA – Economically Disadvantaged Standard Met/Exceeds	Math - Economically Disadvantaged Standard Met/Exceeds
State	37% / 37.28%	24% / 25.2%	35% / 35.52%	23% / 24.57%
LAUSD	33% / 33.66%	23% / 23.65%	33% / 34.02%	23% / 24.49%
ACES	36% / 37.29%	31% / 29.96%	36% / 37.77%	31% / 29.91%

Data from https://caaspp.cde.gov

**Table 1.10 Subgroup Comparisons** 

CAASPP/SBAC change from Spring 2016 to Spring 2017	ELA – RFEP Standard Met/Exceeds	Math – RFEP Standard Met/Exceeds	ELA – EL Standard Met/Exceeds	Math – EL Standard Met/Exceeds
State	58% / 57.72%	40% / 40.82%	13% / 12.09%	12% / 12.32%
LAUSD	43% / 42.75%	30% / 30.03%	3% / 3.62%	6% / 5.32%
ACES	58% / 61.33%	46% / 46.66%	11% / 10.2%	14% / 15.15%

Data from https://caaspp.cde.gov

# CAASPP/SBAC Spring 2017 - ECONOMICALLY DISADVANTAGED – ELA

<b>Table 1.11</b>	ELA	<b>Economically</b>	Disadvantaged-ELA
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	ACES	RICARDO LIZARRAGA ELEM	WADSWORTH AVE ELEM	WEST VERNON ELEM	TRINITY
Met/Exceeds Achievement Standard	37.77%	23.86%	15.06%	31.72%	15.88%

Data from https://caaspp.cde.gov

# CAASPP/SBAC SPRING 2017 - ECONOMICALLY DISADVANTAGED — MATH Table 1.12 ELA Economically Disadvantaged Math

	ACES	RICARDO LIZARRAGA ELEM	WADSWORTH AVE ELEM	WEST VERNON ELEM	TRINITY
Met/Exceeds Achievement Standard	29.91%	16.72%	11.51%	35.15%	20.6%

Data from https://caaspp.cde.gov

It is important to note that our English Learners do well in comparison to the State, LAUSD, and they outperform LAUSD Resident Schools located within a 1.1-mile radius of ACES. However, we are striving to increase not only their Reclassification rate but their yearly academic performance in both Math and ELA through a thoughtful focus on their needs and daily implementation of Systematic ELD during Designated ELD and embedded in curricular areas taught in English including using SDAIE strategies.

**Table 1.13 English Learners- Math** 

# CAASPP/SBAC SPRING 2017 - ENGLISH LEARNERS - ELA

	ACES	RICARDO LIZARRAGA ELEM	WADSWORTH AVE ELEM	WEST VERNON ELEM	TRINITY
Met/Exceeds Achievement Standard	10.20%	0.88%	1.64%	5.84%	1.83%

Data from https://caaspp.cde.gov

**Table 1.14 English Learners-ELA** 

# CAASPP/SBAC SPRING 2017 - ENGLISH LEARNERS - MATH

	ACES	RICARDO LIZARRAGA ELEM	WADSWORTH AVE ELEM	WEST VERNON ELEM	TRINITY
Met/Exceeds Achievement Standard	15.15%	.85%	3.28%	6.50%	10.09%

Data from https://caaspp.cde.gov

We attribute the comparative success both schoolwide and the above subgroups to the consistency in the Eureka Math implementation, its academic rigor, the ongoing yearly profession development, math pacing plans, and quarterly grade-level data meetings where SMART Goals are developed.

# **ACES Grade-level Cohort Comparisons, 2015-2017**

The tables below show the comparisons of grade level cohorts from year to year beginning in 2015. CAASPP/SBAC shows increases for ELA in grade level cohorts from Spring 2015 to Spring 2017 except for 5<sup>th</sup> grade, this year. Any decreases are evaluated to determine area of challenge such as onboarding new teachers, medical/family leaves, needed professional development, curricular instructional resources, etc. (Table 1.15-1.17)

Table 1.15 Cohort A

ELA/Literacy	3 <sup>rd</sup> Gr.	4 <sup>th</sup> Gr.	5 <sup>th</sup> Gr.
, ,	(2015)	(2016)	(2017)
Standard Met/Exceeded	40%	47%	44%

Data from https://caaspp.cde.gov

Table 1.16 Cohort B

ELA/Literacy	4 <sup>th</sup> Gr.	5 <sup>th</sup> Gr.	6 <sup>th</sup> Gr.
	(2015)	(2016)	(2017)
Standard Met/Exceeded	24%	25%	46%

Data from https://caaspp.cde.gov

Table 1.17 Cohort C

ELA/Literacy	3rd Gr. (2016)	4th Gr. (2017)
Standard Met/Exceeded	28%	32%

Data from https://caaspp.cde.gov

CAASPP showed an increase in grade level cohorts in Mathematics for 6<sup>th</sup> grade this year. Mathematics is an area of challenge for us and is addressed in Meeting the Needs of All Students section. (Table 1.18-1.20)

Table 1.18 Cohort A

Mathematics	3 <sup>rd</sup> Gr. (2015)	4 <sup>th</sup> Gr. (2016)	
Standard Met & Exceeded	42%	46%	29%

Data from https://caaspp.cde.gov

Table 1.19 Cohort B

Mathematics		5 <sup>th</sup> Gr. (2016)	6 <sup>th</sup> Gr. (2017)
Standard Met & Exceeded	20%	15%	21%

Data from https://caaspp.cde.gov

Table 1.20 Cohort C

Mathematics	3rd Gr. (2016)	
Standard Met & Exceeded	39%	29%

Data from https://caaspp.cde.gov

#### **Attendance**

Student yearly attendance rates (ADA) have remained steady for the last three years, which plays an important role to support students social and academic success. Attendance incentives including monthly and yearly awards are given to students. Parent workshops are provided and meetings are held with parents of chronically absent students to review impact of absences and provide support. (Table 1.21)

**Table 1.21** 

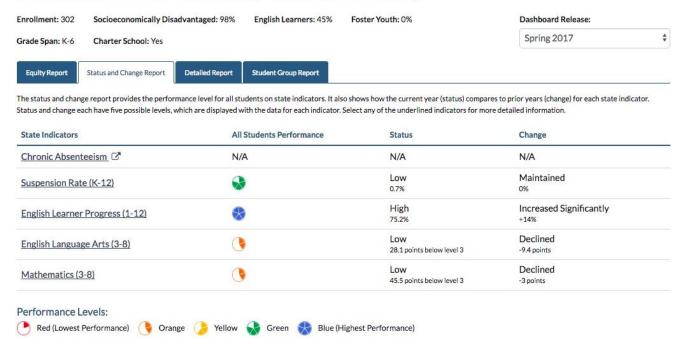
FY 2016-2017	96.46%
FY 2015-2016	96.60%
FY 2014-2015	96.62%

PowerSchool (SIS)

#### **CA Accountability Dashboard**

For English Learner Progress, ACES was in the "High" status and Increased Significantly by 14% (Blue indicator) for Spring 2017 on the CA Accountability Dashboard. ELs demonstrated growth by making progress toward language proficiency from one year to the next on the California English Language Development Test (CELDT) and the number of ELs who were reclassified from EL to fluent English proficient in the prior year.

# Accelerated Charter Elementary - Los Angeles County

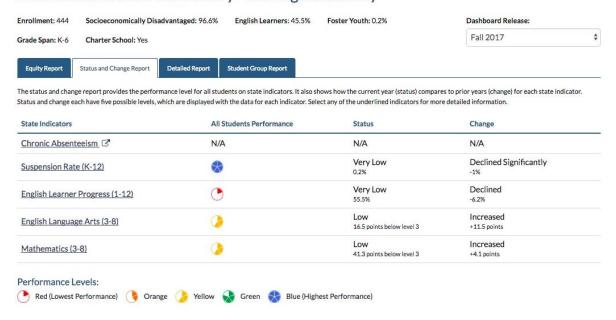


Our English Learner Progress Indicator (ELPI) declined by 6.2% from 61.7% (2015-16) to 55.5% (2016-17) and indicates a Very Low (red) status level. In the Spring 2017 report, our ELPI indicated a status level of High (blue) with a status level of 75.2% (2014-15) and the previous year (2013-2014) with a status level of 61.2%. There are several reasons for the High status level for 2014-2015 which included a stable teaching staff, implementation of E. L. Achieve Systematic ELD for two years, interventions for ELs outside of the instructional day, ELD portfolios, and use of curricular assessment data.

We attribute the drop for the subsequent year, 2015-2016, to onboarding four new teachers and three returning teachers changed grade levels. The new teachers attended training in 2015-2016 for Systematic ELD and had support from mentor teachers for other curricular areas. In 2016-2017 school year, ACES onboarded 13 new teachers, added 6 classrooms, and two teachers changed to a new grade level. Wonders ELD curriculum was implemented in 2016-2017 with trained teachers also implementing some of the E. L. Achieve Systematic ELD. Due to previous success with higher rates of success with more students increasing language proficiency levels, it was decided at the end of the school year by the Administrator and PLC Leadership team (comprised of grade level representatives) to return to the implementation of Systematic ELD schoolwide beginning in the 2017-2018 school year due to the rigor of the program.

Growth noted on our Fall 2017 CA Accountability Dashboard was not only for our Suspension rate but an increase from Orange to Yellow for ELA where we showed an increase of 11.5 points and for Math where we had an increase of 4.1 points.

# Accelerated Charter Elementary - Los Angeles County



#### **Reclassification Rates**

2015-2016 reclassification rate of 12.6% was higher in 2015-2016 compared to the District's rate of 12.1% and median Resident schools rate of 8.4%. For 2016-2017 ACES rate was 13.1% compared to LAUSD rate of 16.8% and median Resident schools rate of 14.2%. ACES has increased its reclassification rate each year however not sufficiently and our goal is to reach a yearly reclassification rate of 20%. This is an area for improvement that is further addressed in Meeting the Needs of All Students section and Students Achieving Below Grade level sections (Table 1.22).

**Table 1.22 Reclassification Data** 

School	13-14 EL #	14-15 Reclass#	14-15 Reclass Rate	14-15 EL #	15-16 Reclass #	15-16 Reclass Rate	15-16 EL #	16-17 Reclass #	16-17 Reclass Rate
Accelerated Charter Elementary	152	17	11.2	151	19	12.6	137	18	13.1
Wadsworth Avenue Elementary	463	67	14.5	416	20	4.8	435	24	5.5
Main Street Elementary	504	67	13.3	522	69	13.2	512	66	12.9
Harmony Elementary	418	70	16.7	368	22	6.0	358	55	15.4
Trinity Street Elementary	225	51	22.7	217	27	12.4	204	34	16.7
Forty-Ninth Street Elementary	420	73	17.4	421	32	7.6	437	30	6.9
William Jefferson Clinton Middle	284	51	18.0	279	40	14.3	267	51	19.1
West Vernon Avenue Elementary	466	91	19.5	461	42	9.1	465	84	18.1
Ricardo Lizarraga Elementary	462	88	19.0	422	23	5.5	439	41	9.3
LAUSD Resident Schools from CDE Median	441	69	17.7	419	30	8.4	436	46	14.2
Los Angeles Unified	179,322	29,694	16.6	164,349	19,952	12.1	165,453	27,793	16.8

Data provided by LAUSD 12-11-17

From 2015-2016 to 2016-2017 ACES increased in enrollment and tested 241 students in grades 3-6 on the CELDT (initial and annual) compared to 157 students from the previous year, an increase of 84 Gr. 3-6 EL students. ACES was able to maintain and increase performance on the CAASPP/SBAC in the midst of major changes which is an indication of a strong academic program. When our enrollment is stable year to year and we can address student needs consistently, including our subgroups, without major instructional or operational disruptions, CAASPP/SBAC scores and our ELPI will return to a High level.

## **Challenges**

ACES has increased enrollment yearly for the last five years (Table 1.23). This yearly enrollment growth has been an academic challenge to continually incorporate new students in Grades 3-6, including 37 English Learners in 2016-2017. This meant we have students enter ACES not having had the benefit of starting in TK or Kinder in our Dual Language Enrichment program. They need to adjust and grow into our school culture and we work to meet their needs if students are not at grade level in ELA and/or Math. When ELs enter ACES we assess their English language progress and academic progress from their records and by assessing their current needs. Despite the logistics of moving to a new campus in November 2016, curricular changes, and growth in students and staff, we persevered demonstrating the commitment, ownership, and dedication of the ACES teachers and staff.

**Table 1.23 Enrollment Growth** 

School Year	New Students	Total Enrollment
2012-2013	+ 80	247
2013-2014	+ 29	276
2014-2015	+ 18	294
2015-2016	+ 8	302
2016-2017	+ 142	444
2017-2018	+ 48	492

CDE/Data Reporting Office K-12 Public School Enrollment

The school assesses and addresses the students' needs upon entering our program. New students need to adjust to our dual language program and Eureka Math program as the majority are not familiar with Eureka Math and the strategies used to solve problems. It can take some students two to three years to reach grade level standards in ELA and Math through additional academic support and interventions. The curriculum we implement, Eureka Math, is a rigorous program and requires some experience, professional development and support to implement well. When students enter our school from other schools accustomed to a different math curriculum, it can be challenging until they learn the various strategies (e.g. tape diagrams and number bonds) as the skill level builds from one grade level to the next.

Teachers continue to require professional development in implementing CA CCSS, including the Standards for Mathematical Practice and how to effectively instruct students. ACES provides varying levels of support for teachers based on years of teaching Eureka Math with new teachers receiving the most support. This is accomplished through differentiated training, working with a mentor teacher, participating in BTSA through LACOE, grade level planning time, feedback from classroom observations and data analysis with support from administrators. There is also support with professional development from the Davidson Group and consultants to further effective mathematics instruction using Eureka Math. Increasing the percentage of students that meet and exceed the standard in Math is further addressed in Meeting the Needs of All Students and Students Achieving Below Grade level sections.

#### **Improvement Plan**

The 2016-2017 school year was our first year implementing a new ELA curriculum, McGraw-Hill Wonders/Maravillas 2017, and though we moved to a newly constructed permanent facility in November 2016, we should demonstrate a reverse trend with increases each year. Using Benchmark assessments (Illuminate Education), curricular assessments, and regular grade level data analysis meetings to create action plans based on SMART goals, ACES students will demonstrate schoolwide increases each year. Other systems in place to support continued improvement include yearly ELA pacing and assessment plans with regular grade level data meetings and planning for differentiated instruction and interventions.

To ensure that English Learners can make substantial progress, all teachers and administrators are participating in five days of professional development on implementation of Systematic ELD (E.L. Achieve). Systematic ELD was first implemented in 2013-14 and teachers at that time received a three-day training. Teachers who received this training previously will collaborate to support newly trained teachers. Teachers will effectively implement differentiated instructional strategies during the daily Designated ELD time block. Teachers will also implement Integrated ELD using the skills and vocabulary being used during the Designated ELD blocks. Teachers will use student portfolios to monitor ELs growth and to set quarterly SMART goals for increased achievement on the CAASPP/SBAC as well as AMAOs (Annual Measurable Achievement Objectives). Observations, student work, and assessments will be used to measure students' progress towards meeting ELD/ELA standards. This rigorous curriculum and ongoing progress monitoring along with implementing our dual language model with fidelity will ensure continued growth.

The school will continue to address the needs of diverse learners and SWD through the supports and services as outlined in each student's IEP and additional targeted interventions. Students with Disabilities demonstrated growth on the CAASPP/SBAC in Spring 2017 with 13% Standard Met/Exceeded in ELA and 4.35% Standard Met/Exceeded in Math which was accomplished with a focus on this subgroup. In collaboration with the SPED Coordinator, General Education teachers and SPED service providers, there will be continued and additional collaboration to provide more targeted supports in English Language Arts and Mathematics with RSTs participating in lesson and grade level planning including data analysis.

#### **Assessments**

- Gr. TK-2 Curricular assessments (Wonders/Maravillas/Eureka Math) for ELA/SLA/Math.
- TK/K/1st grade DRA (Developmental Reading Assessment)
- Follow up actions will include review of data by grade level teams with administrators, SMART goals created & monitored, differentiated interventions for students including before/after school tutoring, Saturday academy or Enrichment Week (Spring Break) with a focus on ELs, in classroom small group interventions, support of Instructional Aides in collaboration with teachers/administrators.
- Will use multiple assessment measurements to identify areas students need support in including CELDT, ELPAC (English language development).
- Use of Illuminate Education to enable administrators and teachers to see online assessments associated with a student, including areas of strength and areas for improvement.

#### **Data Wall & SMART Goals**

- Regular quarterly data analysis following curricular pacing plans and end of unit assessments with grade levels to know how each child is performing
- Follow up actions will include review of data by grade level teams with administrators, SMART goals created & monitored, differentiated interventions for students including before/after school tutoring, Saturday academy, Enrichment week (Spring Break) with a focus on ELs, classroom small group interventions, support of Instructional Aides placed strategically in classrooms in collaboration with teachers and administrators.
- Administrators walk through classrooms to observe and document strategies teachers have identified through their planning to ensure these are being implemented during instruction.
- Data is posted in ACES MOCR by grade level and includes ELA/SLA/Math & ELs subgroup for each of those curricular areas to demonstrate growth and areas still needing improvement

#### Scholastic Reading Inventory (SRI), Scholastic Reading Counts (SRA), Raz-Kids

- Scholastic Reading Inventory (SRI) Interactive is a computer-adaptive assessment designed to
  measure how well students read literature and expository texts of varying difficulties. This
  psychometrically valid assessment instrument can be used as a diagnostic tool to place
  students at the best level in the program so they can read with success.
- SRI is administered four times a year to monitor students' Lexile levels in reading for Grades 2-
- SRI is also used as a reclassification criterion for grades 2-6 so is critical in measuring progress in reading as well as English language proficiency
- Use of SRI parent letters and recommended reading lists at students' level so there is support at home
- Students SRI results are disaggregated based on ethnicity, SPED, ELs, and low SES to monitor how our subgroups are progressing and intercede with differentiated interventions
- SRI end of semester awards for "most improved" and "highest" Lexile levels by classroom in Grades 2-6
- SRC (Scholastic Reading Counts) is a reading incentive that matches students based on their reading level with appropriate books to ensure a positive reading experience
- Students take reading comprehension assessments online with SRC to earn points and meet goals
- Semester celebrations for students meeting SRC goals (books or words read)
- Use of Raz-Kids: Online guided reading program with interactive e-books, downloadable books, and reading guizzes accessible at home as well if internet available

#### **Reading Interventions**

- Reading Horizons Discovery (K-3) and Elevate (4-6)
- Interactive software provides students with differentiated reading instruction with progress monitoring
- Targeted Reading Intervention for At-Risk, Special Needs, and English Learners
- Use of 150-180 licenses, including training for teachers, and two teacher instructional kits for 2017-18 school year to use for intervention in the classroom, at Saturday Academy and at home
- Yearly assessment of benefit of program based on student success and progress in reading

#### **English Learners Subgroup**

- Before/after school intervention and/or Saturday Academy for 6- 8 weeks targeting At-Risk and Long-Term ELs
- Before/after school intervention and/or Saturday Academy for Gr. 3-6 ELs who scored at Standard Nearly Met on 2017 CAASPP in ELA and/or Math
- Interventions based areas of weakness that prevented Reclassification: not meeting English
  proficiency level on CELDT/ELPAC, or not meeting basic level in ELA on CAASPP, SRI or other
  standards based ELA assessment
- Fidelity to implementation of Designated ELD blocks with ELs grouped according to language levels so instruction geared for that group to adequately promote yearly English language growth
- Re-implementing E.L. Achieve Systematic ELD in all grade levels beginning in 2017-18, using
  instructional units and providing five days of training to all teachers, two days to
  administrators, apprenticing an ELD coach to support teachers, walk-throughs with E.L.
  Achieve experts to assess implementation levels and next steps for teachers for PD

- Use of comprehensible input/pictorial charts/vocabulary development/word knowledge (Latin/Greek roots), word attack skills and transferring of Spanish language to English, cognates during ELA
- Providing linguistic and functional language patterns needed for oral and written language during ELA and Math (any subject being taught in English)

#### Parental involvement

- Workshops for parents in various areas: dual language, English language proficiency and reclassification criteria, math, literacy, discipline/social-emotional supports at home during the week and weekends
- Coffee with the Principal/Café con la Directora: Input from parents about what is going well
  academically and socially at ACES as well as areas that need attention with constructive input;
  support for fundraising to develop and finish our school library
- Several avenues of communication: weekly newsletters, Robo calls, flyers, informational postings on Main Gate, parent meetings, parent conferences, student led conferences

# **Student Population to be Served**

ACES serves students in TK - 6th grade. We are located in one of the densest areas in Los Angeles with a population of 62,872 within 2.8 square miles, averaging 22,151 persons per a square mile. Evidence of economic distress abounds: gang activity, active drug dealing, significant numbers of single parent households, lack of affordable housing, large homeless population and abandoned businesses. Set within an urban empowerment zone just south of downtown Los Angeles, the unemployment rate is 11.2%. The 2010 census data for people living in the zip code 90037 states that there are 30% African American, 68% Hispanic and 2% mixed race inhabitants. The majority of the families are considered "working poor" by most standards, with 42% of households earning less than \$25,000 annually and 76% of the community speaks a language other than English at home. The economy relies heavily on low wage industry and service jobs. There are 21.5% of families living in poverty. About 65% of the residents receive some form of public assistance (Supplemental Security Income (SSI), cash public assistance income, or Food Stamps/SNAP) and 33% have less than a 9th grade education. As part of The Accelerated Schools (TAS), ACES has an expectation of high levels of student achievement for all students and implements curriculum that meaningfully engages students in their learning. ACES helps address these challenges by preparing its students to have the academic skills necessary for success in middle school, high school, college, and beyond. ACES also provides students with opportunities to participate in clubs such as Robotics, a school newspaper and sports that support students' educational interests. To foster pride and appreciation for the various cultural backgrounds represented at ACES, we hold a yearly Cultural Fair where students can work collaboratively to research and prepare presentations on their own cultural traditions or others. Presentations include technology, oral, and visual components. Parents are invited to attend and it has become one of our most highly anticipated annual events. ACES current student population is 98% Latino, 1.4% African-American, .7% Other. Our 2017-18 applications indicate that 99% of the students are eligible for free or reduced-price meals.

When ACES opened its doors in August 2004 as a K-1, we began with just 59 students. Subsequently, the school has added one grade level per year until reaching 6th grade in the 2013-2014 school year. In preparation for our newly constructed school facility, additional classes were added yearly until reaching our current student population of 487. The chart below displays the expected annual student enrollment; we have also included expanded figures as ACES plans to continue enrolling students until reaching our maximum capacity.

Five-Year Enrollment Roll-Out Plan

	Enrollment Roll-Out Plan							
Grade	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023			
K (incl. TK)	85	85	96	96	96			
1	70	67	72	72	72			
2	71	70	72	72	72			
3	71	71	72	72	72			
4	71	71	72	72	72			
5	65	71	72	72	72			
6	67	65	72	72	72			
Total	500	500	528	528	528			

# **Goals and Philosophy**

#### **Vision and Mission**

The Accelerated Charter Elementary School will be a national model for public/private partnerships that comprehensively serves the needs of its students in preparation for them to take their rightful place as confident and courageous citizens eager to achieve and contribute to a global society. ACES will promote students who are prepared to succeed in rigorous college preparatory middle and high schools so that upon high school graduation each student will be prepared to succeed in the university of his/her choice; will enter the workplace as an informed and productive employee, entrepreneur, and community leader; and will act as a responsible citizen.

#### **Guiding Principles and Values**

The Accelerated Schools Model, developed by the National Center of the Accelerated Schools Project at Stanford University under the direction of Dr. Henry Levin, describes certain principles and values that guide effective accelerated schools. The guiding principles and values, described below, are applied at ACES to create and sustain a highly supportive educational environment that provides students, parents and community with high expectations of personal achievement and active learning experiences.

#### Three Central Principles

- 1. Unity of Purpose refers to a striving among parents, teachers, support staff, students, administrators, the district, and the local community toward a common set of goals for the school that become the focal point of everyone's efforts.
- 2. Empowerment Coupled with Responsibility refers to the ability of all participants in a school community to (1) make important educational decisions, (2) share responsibility for implementing those decisions, and (3) share responsibility for the outcomes of those decisions.

3. Building on Strengths refers to sharing and utilizing all the human resources that students, parents, school staff, districts, and local communities bring to the educational experience.

#### Values of Accelerated Schools

- 1. Equity: All students can learn and have an equal right to a high-quality education.
- 2. Participation: Everyone participates in the decision-making process and the creation of powerful learning experiences.
- 3. Communication and collaboration: All members of the school community work together and share ideas. The entire school community collaboratively works toward a shared purpose by learning from each other's experiences.
- 4. Community Spirit: School staff, parents, students, district office representatives, and the local community are all part of the school community. When they succeed, they do so together, because they've built strong connections with each other--all in the service of the children.
- 5. Reflection: The entire school community continuously scrutinizes the world of the school and addresses challenges to school improvement.
- 6. Experimentation and discovery: All staff, parents, and students explore, design, and implement experimental programs after communicating about and reflecting on the school's challenges and participating in discovery exercises.
- 7. Trust: The entire school community establishes a foundation of trust based on the faith, support, and development of everyone's strengths.
- 8. Risk Taking: All parties are encouraged to be entrepreneurial in their efforts.
- 9. School as center of expertise: The members of the school community recognize that they possess the vision and the talent they need to make their dreams a reality. The school is a professional community with the expertise to create the best programs for its children, staff, and parents.

An Educated Citizen of the 21st Century: An educated citizen participates constructively in society. S/he demonstrates knowledge and appreciation for the arts, diverse cultures, literature, history, social sciences, mathematics, science, technology and career ethics. Skills in reading, writing, speaking, and listening have been acquired. Quantitative reasoning, logic, problem solving, research, and independent study have been integral parts of this person's educational background. An educated person understands and values the connection between strong academics in the foundational years of their academic career and the importance it will play in the transition into college and success in higher education and career thereafter. S/he values friendship, responsibility, cultural diversity, and respect for self and others. This person has a broad knowledge base and has acquired skills that prepare him or her to enter the economic mainstream. S/he works cooperatively to achieve constructive answers to tough questions for the benefit of society. S/he has acquired an acute awareness of global diversity and his responsibility to the global community and how technology plays a vital role in access on all these levels. S/he sees himself/herself as an integral

member of this diverse community is prepared to take his/her rightful place within it.

**How learning best occurs:** Guided by the understanding of the student population we serve and building upon the success of The Accelerated Schools, ACES staff utilizes educational approaches that:

- Create an environment of connectedness where all students feel they belong;
- Create an environment that is student-centered and focused on meeting the needs of the students;
- Establish learning groups where teachers work with a group of students to allow for individualized instruction;
- Use an interdisciplinary approach to teaching and learning where the relationships across subject matter content areas are made explicit;
- Allow time for teachers to collaborate on curriculum, instruction, and assessment, as well as the progress of their students;
- Provide regular and frequent opportunities for advisement and counseling that further connect the student with a caring adult;
- Provide opportunities for exposure to and exploration of courses and areas of interest beyond the academic core;
- Create flexible heterogeneous instructional grouping that ensures equal access to rigorous and interesting curriculum;
- Articulate a core of knowledge that is to be mastered by every student;
- Use instructional strategies that focus on active learning, hands-on approaches, and culturally responsive teaching;
- Provide activities that take place beyond the school day that continue to engage the student's mind in ways that promote pro-social behavior and a healthy lifestyle;
- Integrate technology into the curriculum in meaningful ways.

After growing from a relatively small school size to our current enrollment of almost 500 students, we face the challenge of ensuring that these approaches are implemented school-wide and that students will continue to have in-depth interactions with teachers. Additionally, our focus will be to stay attuned to the specific needs of our student population and monitor what we implement for consistency and fidelity to program design and best practices centered on student growth and academic achievement.

Technology instruction and integration into the curriculum is an important part of the ACES instructional program and will be guided by State content and Common Core standards, as applicable. Students have access to iPads, laptops, and Kindle E-readers to support a multidisciplinary approach to technology integration. Our teachers will link digital content to educational objectives, select student outcomes and performance standards, and evaluate student outcomes against these standards to refine and improve our instructional and institutional practices. We believe the use of technology is an essential element in an institutional process of data collection, analysis, and improvement.

# LCFF STATE PRIORITIES GOAL #1 Related State Priorities: Each teacher will be highly qualified, have appropriate teaching $\boxtimes$ 1 $\boxtimes$ 4 $\boxtimes$ 7 credentials provided by State Commission on Teacher Credentialing for $\boxtimes 2$ $\boxtimes$ 5 his/her teaching assignment, promote a college going culture – college □ 8 and career readiness and provide rigorous and relevant instruction that □ 3 □ 6 prepares students for success at the next grade level with academic interventions in place to eliminate obstacles of student achievement. Specific Annual Actions to Achieve Goal 1.1 Provide instructional staff with professional development to support classroom instruction including the implementation of the CCSS, the Next Generation Science Standards (NGSS), technology, and data analysis 1.2 Continue to ensure that all teachers are highly qualified, appropriately credentialed and properly placed 1.3 Provide planning time for teachers to review and revise lessons and to ensure the alignment with the CCSS and Dual Language Program for both ELA and Math 1.4 Provide effective, systematic and organized instruction to all students throughout the school day 1.5 Extend the school day by providing targeted Language Arts and Math intervention before school and/or after school through small group tutoring services using research based practices and pre/post assessments 1.6 Provide teachers with high quality intervention materials needed to support students struggling in Language Arts and math and the elementary and middle school levels 1.7 Provide ELD instruction to students at each level of EL proficiency: 30 - 45 minutes at the elementary level 1.8 Promote retention of content learned through summer Language Arts and Math program for students entering TK-6 grade 1.9 Implement college activities to support and promote a college-going culture in elementary and middle school 1.10 Provide additional instruction on Saturdays to support students struggling in Language Arts and Math 1.11 Provide training in Guided Reading/Writing or similar program, SRI/SRC, and Implement Khan Academy Math and Science software programs or similar program and other programs 1.12 Implement Professional Learning Community Committee's - Leadership, Data/Technology, ELD - to support the mission and vision of the school **1.13** Plan and implement GATE program 1.14 Provide enrichment opportunities for students during the school day as well as during afterschool programs 1.16 Targeted special education supports ensuring the success of students with disabilities and enhanced outside resources to provide for their individual needs. Continue providing early interventions to reduce special education referrals using our RTI model through a learning lab or similar program. Maintain supplemental support specialists 1.17 Director of Curriculum and Instruction will support the alignment of CA CCSS standards and the goals of the school 1.18 Implement the CA CCSS and offer a rigorous course of study with aligned instructional materials, resources and supplies 1.19 Provide an after-school program to better serve low income, at-risk and unduplicated students

- **1.20** Identify, recruit, place, orient staff to carry out the work of the school and provide them with the financial administration to assist in carrying out their goals of educating our students
- **1.21** Administrators and other staff will develop and enforce attendance standards and rules. Administrators and other staff will target and meet with 100% of truant students' parents/guardians monthly to advise them of their student needs and responsibilities and consult with appropriate outside officials when required
- **1.22** Provide funding for library clerk to help fulfill the primary expectations of serving the students of low income and unduplicated count
- 1.23 Ensure and monitor that physical education is occurring at the school site
- 1.24 Provide high quality substitutes to support classroom instruction when teachers are out
- **1.25** Frequently monitor, assess, and review progress of EL students with IEPs toward gaining English Language proficiency and modify instructional practices and strategies as necessary to ensure compliance with IEP goals and objectives
- **1.26** Frequently monitor, assess and review students' grades and progress toward concept for all subgroups including ELs, Students with Disabilities, African American students, Socioeconomically disadvantaged students, and Hispanic/Latino students
- **1.27** Provide curricular accommodations and modifications as necessary and in compliance with student IEPs for all students with disabilities
- **1.28** Implement effective Preschool program to develop social and academic skills needed to be successful in kindergarten

# **Goal #1 EXPECTED ANNUAL MEASURABLE OUTCOMES**

Metrics/Indicators	Baseline	2018-19	2019-20	2020-21	2021-22	2022-23
Basic Services - Highly Qualified/Credentialed teachers	100% of staff fully credentialed in content area	100% of staff fully credentialed in content area	100% of staff fully credentialed in content area	100% of staff fully credentialed in content area	100% of staff fully credentialed in content area	100% of staff fully credentialed in content area
	% Standard Met or Exceeded	% Standard Met or Exceeded	% Standard Met or Exceeded	% Standard Met or Exceeded	% Standard Met or Exceeded	% Standard Met or Exceeded
Implementation of State Standards/Pupil Achievement: Latino/ Socioeconomically Disadvantaged Progress in ELA / Math on SBAC	35% /35%	40% / 40%	45% /45%	50% / 50%	55% / 55%	60% /60%
Implementation of State Standards/Pupil Achievement: English Learner Progress in ELA on SBAC	16%	21%	26%	31%	36%	41%
Implementation of State Standards/Pupil Achievement: <b>English</b> <b>Learner</b> in Math on SBAC	19%	25%	30%	35%	40%	45%
Implementation of State Standards/Pupil Achievement: <b>SWD</b> in ELA/Math on SBAC	5% / 5%	10% / 10%	20% / 20%	25% / 25%	30% / 30%	35% / 35%
Pupil Engagement – school attendance rates	At or above 98%	At or above 98%	At or above 98%	At or above 98%	At or above 98%	At or above 98%
Course Access	100% of students will be provided with the adopted course of study for grades TK-6. Effectiveness surveys will be used to measure appropriateness and student growth. Each course of study shall be inclusive and shall offer courses in all required areas of study based on EC 51210 & EC 51220 (a)-(i)	100% of students will be provided with the adopted course of study for grades TK-6. Effectiveness surveys will be used to measure appropriateness and student growth. Each course of study shall be inclusive and shall offer courses in all required areas of study be accounted as the course of study be accounted as the course of study shall be inclusive and shall offer courses in all required areas of study based on EC 51210 & EC 51220 (a)-(i)	100% of students will be provided with the adopted course of study for grades TK-6. Effectiveness surveys will be used to measure appropriateness and student growth. Each course of study shall be inclusive and shall offer courses in all required areas of study based on EC 51210 & EC 51220 (a)-(i)	100% of students will be provided with the adopted course of study for grades TK-6. Effectiveness surveys will be used to measure appropriateness and student growth. Each course of study shall be inclusive and shall offer courses in all required areas of study based on EC 51210 & EC 51220 (a)-(i)	100% of students will be provided with the adopted course of study for grades TK-6. Effectiveness surveys will be used to measure appropriateness and student growth. Each course of study shall be inclusive and shall offer courses in all required areas of study based on EC 51210 & EC 51220 (a)-(i)	100% of students will be provided with the adopted course of study for grades TK-6. Effectiveness surveys will be used to measure appropriateness and student growth. Each course of study shall be inclusive and shall offer courses in all required areas of study based on EC 51210 & EC 51220 (a)-(i)

LCFF STATE PRIORITIES						
GOAL #2						
	Related State Priorities:  1					
Specific Annual Actions to Achieve Goal	I					
<ul> <li>2.1 Custodial and grounds services to ensure school is clean and creates a way maximizes student learning. Maintenance and repairs of school facilities are ensure a quality learning environment for our students.</li> <li>2.2 Provide professional development in EL Achieve to all teachers to improclassroom for all students, English Learners, SWD and struggling students.</li> <li>2.3 Provide ELD Portfolio training and implement ELD Portfolio Review twice alignment of curriculum, ensure instructional practices that result in reclass literacy/language support for English learners.</li> <li>2.4 Purchase materials and resources to support ELD programs at the school been reclassified – software, textbooks, visual aids, etc.</li> <li>2.5 Technology department maintains oversight of software programs, provprograms, to deliver PD for all software programs and to oversee the expansite to meet testing requirements – expanding infrastructure and programs equipment. Provide support to enhance and utilize technology available and the tools available to enhance instruction.</li> <li>2.6 School supports will include utilities, rentals, insurance, trash, telephone related expenditures supporting the operation of the school.</li> </ul>	te done in a timely manner to help  ove instructional practices in the  ce a year to maintain proper sification and ongoing  ol site and EL students who have  viding technology support for those nsion of technology at the school s; acquiring hardware, software and ad provide PD to teachers on using					

learning and reinforce good nutrition practices through services and nutritional information regarding child

2.9 Train and maintain safety and supervision staff and emergency preparedness program

2.8 Implement systems and opportunities to support nutritional, mental, and physical health of students – PFT

nutrition

# **Goal #2 EXPECTED ANNUAL MEASURABLE OUTCOMES**

Metrics/Indicators	Baseline	2018-19	2019-20	2020-21	2021-22	2022-23
Basic Services - Facilities	100% of school facilities are maintained in good repair					
	% Standard Met or Exceeded					
Implementation of State Standards: Latino/ Socioeconomically Disadvantaged Progress to Meet/Exceed Standard in ELA on SBAC	35% /35%	40% / 40%	45% /45%	50% / 50%	55% / 55%	60% /60%
Implementation of State Standards: <b>English Learner</b> Progress to Meet/Exceed Standard in ELA on SBAC	16%	21%	26%	31%	36%	41%
Implementation of State Standards: <b>English Learner</b> Progress to Meet/Exceed Standard in Math on SBAC	19%	25%	30%	35%	40%	45%
Implementation of State Standards: <b>SWD</b> Progress in ELA/Math on SBAC	5% / 5%	10% / 10%	20% / 20%	25% / 25%	30% / 30%	35% / 35%

# LCFF STATE PRIORITIES GOAL#3 ACES students will learn in a positive, welcoming, safe and supportive Related State Priorities: environment; parents, students, and community voices will be valued □ 1 □ 4 □ 7 in enhancing student's success and stakeholders will demonstrate a □ 2 □ 5 $\boxtimes$ 8 commitment to uplift the community. ⊠ 3 $\boxtimes$ 6 Specific Annual Actions to Achieve Goal 3.1 Implement supports to maintain discipline and positive behavior support plans 3.2 Implement schoolwide Multi-Tiered System of student supports – positive behavioral intervention and supports **3.3** Administrative staff will focus on the implementation of positive behavior supports in an Multi-Tiered system working through SST process to identify interventions and corrective measures 3.4 Through field trips and classroom speakers, students participate in learning experiences about community service; conduct research and needs analysis, complete outreach and at minimum one group project; complete at least one group project and one individual project. 3.5 Teachers and staff will use positive behavior incentives to encourage and reward appropriate and positive behavior and to foster a safe, welcoming and supportive school environment 3.6 Provide schoolwide program to support 6<sup>th</sup> grade students to reduce at risk students dropping out

**3.7** Provide additional parent/guardian oral and written translation and communication to increase access and involvement of parents/guardians of English language learners and low-income students; the Main office will

3.8 Maintain anti-bullying efforts at the school site and fully follow/implement the site discipline matrix/policy

act as a liaison with the community

## **Goal # 3 EXPECTED ANNUAL MEASURABLE OUTCOMES**

Metrics/Indicators	Baseline	2018-19	2019-20	2020-21	2021-22	2022-23
Parental Involvement	Develop surveys to gain parent input that will support school staff decision making efforts at the school site. At least 50% of parents will take the survey.	Administer and analyze semi-annual effectiveness surveys to gain parent input and to assist the school in identifying additional ways to promote parental involvement in various programs at the school site. At least 55% of parents will take the survey.	Administer, analyze and revise semi-annual effectiveness surveys to gain parent input and to assist the school in identifying additional ways to promote parental involvement in various programs at the school site. At least 60% of parents will take the survey.	Administer, analyze and revise semi-annual effectiveness surveys to gain parent input and to assist the school in identifying additional ways to promote parental involvement in various programs at the school site. At least 65% of parents will take the survey.	Administer, analyze and revise semi-annual effectiveness surveys to gain parent input and to assist the school in identifying additional ways to promote parental involvement in various programs at the school site. At least 70% of parents will take the survey.	Administer, analyze and revise semi-annual effectiveness surveys to gain parent input and to assist the school in identifying additional ways to promote parental involvement in various programs at the school site. At least 75% of parents will take the survey.
School Climate - Suspension/Expulsion Rates	Less than 1% / 0%	Less than 1% / 0%	Less than 1% / 0%	Less than 1% / 0%	Less than 1% / 0%	Less than 1% / 0%
Pupil Outcomes	100% of students shall be provided the adopted course of study for grades TK-6 is inclusive and shall offer courses in all required areas of study based on EC 51210 & EC 51220 (a)- (i)	100% of students shall be provided the adopted course of study for grades TK-6 is inclusive and shall offer courses in all required areas of study based on EC 51210 & EC 51220 (a)-(i)	100% of students shall be provided the adopted course of study for grades TK-6 is inclusive and shall offer courses in all required areas of study based on EC 51210 & EC 51220 (a)-(i)	100% of students shall be provided the adopted course of study for grades TK-6 is inclusive and shall offer courses in all required areas of study based on EC 51210 & EC 51220 (a)-(i)	100% of students shall be provided the adopted course of study for grades TK-6 is inclusive and shall offer courses in all required areas of study based on EC 51210 & EC 51220 (a)-(i)	100% of students shall be provided the adopted course of study for grades TK-6 is inclusive and shall offer courses in all required areas of study based on EC 51210 & EC 51220 (a)-(i)

## Self-motivated, Competent, and Lifelong Learners

When students feel successful and engaged in their academic and social-emotional learning, they become self-motivated, competent, and lifelong learners. ACES students are being prepared as bilingual and bicultural individuals in a global society. Students acquire an acute awareness of global diversity and their responsibility to the global community. Using the Framework for 21<sup>st</sup> Century Learning as a guide for the skills, knowledge, and expertise students will need to be successful in work and life, helps to set academic and social-emotional goals. Students need to learn skills for success including critical thinking, problem solving, communication and collaboration. The ACES school community is working on creating and building support systems including assessments, curriculum and instruction, professional development and learning environments so students are more engaged in the learning process and are prepared for our global economy.

Based on the P21 Framework, 21<sup>st</sup> century outcomes include English language arts, world languages (Spanish), Arts, Math, Science, Geography, History, Government and Civics. We strive for students at ACES, through Project-Based learning, to understand and address global issues, learn from and work collaboratively with diverse cultures and lifestyles so they can develop mutual respect for other cultures and through using a second language. At ACES we seek opportunities to develop entrepreneurial, civic, health and environmental literacy. Through community partnerships (see below) ACES students will develop and learn life and career skills, become self-directed learners, interact effectively in teams, and be responsible to others.

## **Instructional Design**

ACES is dedicated to the idea that every child can accelerate their progress and achieve at high levels through powerful learning. Powerful learning depends on a rigorous curriculum that is interdisciplinary and thematic, where learning is related to the personal and background experience of the students and calls for higher order thinking skills. To effectively compete in the global arena, ACES strives to have students who enter at Kindergarten achieve *linguistic biliteracy* and *content-area biliteracy* by the end of sixth grade. While this is a challenging goal to attain, ACES will continue to explore ways in which to successfully accomplish this through quality instruction and through our unique dual language enrichment model not found currently at other schools in California.

The Gómez & Gómez Dual Language Enrichment model supports the academic and linguistic developmental growth of children by using their first language as a foundation and simultaneously learning a second language. This model has several key research-based components, which support the full development of content-area biliteracy. In addition, all student demographics, including GATE students at ACES are able to participate in a dual language immersion program as an alternative to a traditional elementary public school program. Most diverse learners thrive in Dual Language Educational (DLE) programs and English Learners in particular. Attributes of DLE programs such as: learner-centered instruction, primary language learning and increased cognitive development all contribute to a rigorous and enriched learning environment for all children and supports diverse learners. (http://dlti.us/first\_1.html)

Unlike most 50/50 and 90/10 DLE models, this model does not call for instruction in all subject areas in both languages. Instead, it requires that all learners regardless of language background learn certain subjects only in L1, while others are learned only in L2. The model's philosophy is that children can indeed learn subject matter effectively in either their L1 or L2, given the use of appropriate instructional strategies and other activities that support, in particular, the L2 learner in the respective

subject area. Note that TK-6th grade mathematics is learned in English by all participants, while Science and Social Studies is learned in Spanish. Language Arts is formally taught in the child's native language in TK/Kindergarten and 1<sup>st</sup> grade and in both languages in 2<sup>nd</sup> - 6<sup>th</sup> grades.

"Both one-way and two-way bilingual programs lead to grade-level and above-grade-level achievement in second language, the only programs that fully close the gap. With the stimulus of native-English-speaking peers in two-way bilingual classes, groups of English learners typically reach grade level achievement in second language by 5th or 6th grade, reaching an average of the 61st NCE or the 70th percentile by the eleventh grade. This is truly astounding achievement when you consider that this is higher achievement than that of native-English speakers being schooled through their own language, and who have all the advantages of nonstop cognitive and academic development and sociocultural support." (Collier & Thomas, 2004, p. 11)

#### **Key Elements of Gomez & Gomez Dual Language Enrichment Model**

Language of Instruction (LOI)	TK, K, 1st Grade	2 <sup>nd</sup> – 6 <sup>th</sup> Grade			
Language Arts	Primary Language Spanish or English (Only time students are separated by L1)	Spanish and English* *Equal instructional time daily in both languages			
Science & Social Studies	Spanish	Spanish			
Mathematics	English	English			
Language of the Day (LOD)	Physical Education, Music, Art, Health Recess, Lunch, Transitions				

#### Language of the Day (LOD):

Monday, Wednesday, and Friday: Spanish / Tuesday and Thursday: English

- Validates both languages; followed throughout the campus to the extent staff speaks Spanish/English, during recess, lunch, special events, etc.
- Consistent review of vocabulary in LOD from classroom labels, student-generated alphabets, and Interactive word walls
- Morning activities, Read-Alouds; Expressive Journal Writing; DEAR/SSR, reading buddies is conducted daily in LOD

#### Conceptual Refinement (CR):

- 10-15 minutes at end of each lesson for Math, Science & Social Studies for concept refinement of L2 content learners (reteach, intervention, pre-teach)
- Inclusive of content block and conducted in the Language of Instruction
- Ensures high academic rigor

#### **Curriculum and Instruction**

The ACES curriculum is based on and will adhere to the California Standards and the Common Core State Standards. In August of 2010, the Common Core State Standards for English Language Arts and Mathematics was adopted by the California State Board of Education to provide clear and consistent expectations of what students are to learn from K-12. Just as importantly, the curriculum of ACES will provide students opportunities to learn the fundamental truths of life and the foundation requirements to be an educated person. To learn effectively and retain information, children need to have meaningful learning, engaging their curiosity and imagination. To serve that need, the curriculum introduces the tools to grasp and comprehend the basic courses of study and build critical problem solving and study skills. At ACES, students learn how to learn. In the curriculum, students experience and understand the interconnection of life, the journey of human inquiry and knowledge and the method and effective communication of that knowledge to others. Students experience and understand that all actions have consequences and that we do not live in isolation but in relationship with all people and all things.

Students who achieve the CA CCSS for ELA/Literacy develop the skills in reading, writing, speaking, and listening that are the foundation for any creative and purposeful expression in language. They are able to undertake the close, attentive reading that is at the heart of understanding and enjoying complex works of literature. Students exhibit the capacities of a literate individual: They demonstrate independence; they build strong content knowledge; they respond to the varying demands of audience, task, purpose, and discipline; they comprehend as well as critique; they value evidence; they use technology and digital media strategically and capably; and they come to understand other perspectives and cultures. The ability to read and comprehend written information of any kind with understanding and retention, to communicate your thoughts to another in a variety of methods or media, to write clearly, descriptively and concisely, to speak with clarity, comfort, and purpose. (Executive Summary, September 2015, ELA/ELD Framework for California Public Schools, K-12)

ACES students will be avid readers of poetry, fiction, and nonfiction found in the school's Language Arts curriculum, California Wonders/Maravillas (McGraw-Hill) adopted in 2017 as well as other supplemental reading materials. In order to develop confident writers, ACES will use Wonders/Maravillas (McGraw-Hill) 2017 in conjunction with Writers Workshop, developed at the Teachers College at Columbia University by Lucy Calkins, as a supplemental component to the language arts program. Lucy Calkins' <u>Units of Study for Teaching Writing</u> (K-2) and <u>Units of Study for Teaching Writing</u> (3-5) (Heinemann, 2006). In writing workshops, students become powerful writers: they learn to observe the world within and around them, write drafts, revise, edit, and present polished and well-crafted pieces of writing.

Intervention and Enrichment Programs:

- Before & After school tutoring provided by teachers
- Behavior support plans
- Student Success and Progress Team (SSPT)
- Counseling services (Shields for Families)
- Special Education Program
- Mentoring
- Saturday Academic Intervention
- Parenting classes
- After school enrichment classes (After School Education and Safety)

- Community partnerships (e.g. USC Viterbi School of Engineering, USC Troy Camp LAPD, El Fondo de Cultura Económica, Hitachi (Japan America Society of Southern California), All Peoples Community Center, KPMG, LLP, USC Science Outreach)
- Robotics
- Reading Horizons Intervention

#### **Curricular and Instructional Materials:**

Subject Area	Curriculum	Instructional Materials	Grade Level
English Language Arts Reading/Writing	Wonders (2017), McGraw-Hill Units of Study - Writing (Heinemann)	Textbooks & computer-based	TK-6th
English Language Development	Systematic ELD (2016), E.L. Achieve	Textbooks, Instructional Units, Manipulatives	TK-6th
Spanish Language Arts	Maravillas (2017), McGraw-Hill	Textbooks & computer-based	TK-6th
Math	Eureka Math (2015), EngageNY	Printed Materials & Manipulatives	TK-6th
Science	Digital Science Online, (2017), Visual Learning Systems	Printed & computer-based	TK-6th
Social Studies	Reflexiones, Harcourt	Textbooks & computer-based	TK-6th

ACES will use the following, instructional methods and strategies to deliver the curriculum:

#### **Instructional Methods:**

- Cooperative Learning
- Tiered Lessons
- Learning Centers
- Graphic Organizers
- Gradual Release and various others
- Multiple Intelligence

## **Instructional Strategies:**

- SDAIE
- Clear content/lesson objectives
- Language objectives
- Student-centered lesson pacing
- Anticipatory/anchor charts
- Chunking

Choral Reading

### Dual Language strategies (specific to our model):

- Language of the day
- Bilingual partners
- Color-coding (Red for Spanish, Blue for English)
- Bilingual Learning centers (Gr. TK-2) & Bilingual Research centers (Gr. 3-6)
- English & Spanish interactive word walls
- Bilingual Classroom Labeling (color-coded red/blue)

To ensure student mastery of California content and performance standards including Common Core State Standards, Next Generation Science Standards and the current ELD Standards, ACES will:

- Sufficient time is allocated in Gr. TK-6, so students can master the CA CCSS for Language Arts and Mathematics/ English language development;
- Designated ELD (30-45 minutes daily at TK-6)
- Ensure consistent and regular collaboration between general and special education teachers to provide effective push-in and/or pull-out intervention services
- Use lesson pacing guides and assessment timelines
- Implement ongoing instructional assistance and support for teachers through professional development opportunities in and outside of school
- Provide opportunities for peer/administrator observations and feedback based on student and teacher needs
- Use data to monitor student progress on curriculum-embedded assessments as well as other assessments (Illuminate, SRI) and scaffold instruction
- Ensure daily/weekly teacher collaboration by grade level
- Ensure bi-yearly cross grade level articulation meetings facilitated by an administrator or teacher leaders using student achievement data.
- Provide fiscal support using general and categorical funds for supplemental instructional materials and intervention programs

Our instructional program provides both embedded and designated practice to support students' development of technology-related skills and use of technology. Each classroom is equipped with state of the art Promethean Activpanel, which is a 72-inch interactive display board, that allow teachers to present interactive lessons. Students in grades TK to 1<sup>st</sup> have iPad class sets. Students in grades 2<sup>nd</sup>-6<sup>th</sup> have 1:1 Chromebooks. Students in all grade levels can access digital content materials aligned with the CCSS that is part of our adopted ELA, SLA, and Science Curricula. As appropriate, teachers assign tasks that require students to conduct online research and typed reports in several of the content areas. Students in primary grades use apps independently and in small group with the teachers.

To insure students are prepared to take computer-based state standardized assessments, general education students and diverse learners in grades  $2^{nd} - 6^{th}$  take multiple assessments throughout the school year using computer programs that mimic SBAC assessments. Students also take practice/training assessments. These assessments include:

- Curricular weekly and unit assessments
- District Benchmark Assessments
- SRI Assessments
- Smarter Balanced Practice & Training Tests

### **Transitional Kindergarten**

The Transitional Kindergarten (TK) program at ACES is structured to serve as a bridge between preschool and kindergarten that will give children whose birthdays fall late in the year (September 1-December 1) an opportunity to learn important academic and social skills in a hands-on way that supports their development. This is crucial due to the shift that has taken place in California's kindergarten standards and curriculum over recent years. Many of the skills children were once taught in first grade are now expected in kindergarten. TK is an additional, yet voluntary option that will allow families to give their children the gift of time to develop at their own pace and continue building the social, emotional, and academic skills that will help them succeed in elementary school.

Students meeting the criteria for Transitional Kindergarten will be placed in a separate Transitional Kindergarten class or a combination Transitional Kindergarten/Kindergarten classroom (depending on the number of transitional kindergarten students) taught by a fully credentialed teacher. Parents will participate in an orientation meeting to be informed of the model being implemented at ACES and its purpose. The Transitional Kinder teacher supports children in developing social skills through activities that build confidence and communication. Students are exposed to reading and math in an exciting, interactive way using educational games to teach children about words and sentences and help them understand mathematical concepts like counting and patterns. Teachers modify lessons using Wonders/Maravillas 2017 (McGraw-Hill) and Eureka Math as well as other curricular subject areas (Science/Social Studies) to ensure students are at a level where they can be academically successful while at the same time building a solid foundation for their educational career. The social-emotional and academic skills children learn in transitional kindergarten will help them to succeed in kindergarten, become leaders in the classroom, and confidently navigate the school day routine. TK teachers receive training and instructional planning time along with the Kindergarten team to ensure routines, instructional practice and expectations are aligned with what students need to be adequately prepared to enter Kindergarten.

# 2018-2019 Academic Calendar

DRAFT

## The Accelerated Schools 2018 - 2019 Academic Calendar - DRAFT

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# **Bell Schedule and Daily Schedules**

The bell schedule for the Charter School will be: 8:00 a.m. - 3:00 p.m. School begins daily at 8:00 a.m. Mondays are early dismissal days with TK and K students dismissed at 1:10 p.m. and Grades  $1^{\text{st}} - 6^{\text{th}}$  dismissed at 1:20 p.m. On Tuesday-Friday, TK and K students are dismissed at 2:40 p.m. and Grades  $1^{\text{st}} - 6^{\text{th}}$  are dismissed at 3:00 p.m.

ACES TK & Kinder Grade Daily Schedule - Horario Diario

# Monday/lunes

Time	Minutes	Subject
8:00 – 8:40	40	LOD Activities: Silent Sustain Reading/Writing Journal/Morning Meeting
8:40 – 9:10	30	Designated ELD/Academic Language Development
9:10-9:30	N/A	Recess/ Recreo
9:30-10:10	40	Reading ELA/SLA (Integrated ELD)
10:10-10:50	40	Writing ELA/SLA (Conceptual Refinement)
10:50-11:20	30	ELA/SLA Bilingual Learning Centers
11:20-12:00	N/A	Lunch
12:00-1:50	50	Math (Conceptual Refinement)
1:50-1:00	10	Clean Up/Dismissal (LOD)

**Total Minutes: 240** (LOD: Language of the Day)

### Tuesday-Friday/martes-viernes

Time	Minutes	Subject
8:00 - 8:15	15	LOD Activities: Silent Sustain Reading/Writing Journal
8:15 - 8:40	25	Morning Meeting:LOD
8:40 - 9:10	30	Designated ELD/Academic Language Development
9:10-9:30	N/A	Recess/ Recreo
9:30-10:00	30	Reading ELA/SLA (Integrated ELD)
10:00-10:30	30	Writing ELA/SLA (Conceptual Refinement)
10:30-11:20	50	ELA/SLA Bilingual Learning Centers
11:20-12:00	N/A	Lunch
12:00-1:00	60	Math (Conceptual Refinement)
1:00-1:25	25	PE
1:25-2:20	55	Social Studies/Science (Conceptual Refinement)
2:20-2:40	20	Clean Up/Dismissal (LOD)

# ACES 1<sup>st</sup> Grade Daily Schedule - Horario Diario

## Monday/lunes

Time	Minutes	Subject
8:00 – 8:30	30	LOD Activities
8:30 - 9:30	60	ELA/SLA Block I (Integrated ELD)
9:30 - 9:50	N/A	Recess/Recreo
9:50-11:10	80	ELA/SLA/Writing Block 2 (Concept Refinement)
11:10-11:40	30	Designated ELD/Academic Language Development
11:40-12:20	N/A	Lunch
12:20-12:30	10	S.S.R.
12:30-1:10	40	Math (Conceptual Refinement)
1:10-1:20	10	Clean Up/Dismissal (LOD)

Total Minutes: 260 (LOD: Language of the Day)

# Tuesday-Friday/martes-viernes

Time	Minutes	Subject
8:00 - 8:30	30	LOD Activities
8:30 - 9:30	60	ELA/SLA Block I (Integrated ELD)
9:30 - 9:50	N/A	Recess/Recreo
9:50-11:40	110	ELA/SLA/Writing Block 2 (Conceptual Refinement/Bilingual Learning Centers)
11:40-12:20	N/A	Lunch
12:20-12:30	10	S.S.R.
12:30-1:30	60	Math (Conceptual Refinement)
1:30-2:00	30	Designated ELD/Academic Language Development
2:00-2:50	50	Social Studies/Science (Conceptual Refinement)/PE
2:50-3:00	10	Clean Up/Dismissal (LOD)

# ACES 2<sup>nd</sup> Grade Daily Schedule - Horario Diario

# Monday/lunes

Time	Minutes	Subject
8:00 – 8:30	30	LOD Activities
8:30 – 9:30	60	SLA Block (Conceptual Refinement)
9:30 - 9:50	N/A	Recess/Recreo
9:50-10:00	10	Read Aloud (LOD)
10:00-11:00	60	Math (Conceptual Refinement)
11:00-11:40	40	Designated ELD/Academic Language Development
11:40-12:20	N/A	Lunch
12:20-12:30	10	S.S.R.
12:30-1:10	40	ELA Block (Conceptual Refinement/Integrated ELD)
1:10-1:20	10	Clean Up/Dismissal (LOD)

Total Minutes: 260 (LOD: Language of the Day)

# Tuesday-Friday/martes-viernes

Time	Minutes	Subject
8:00 - 8:30	30	LOD Activities
8:30 - 9:30	60	SLA Block (Conceptual Refinement/Bilingual Learning Centers)
9:30 - 9:50	N/A	Recess/Recreo
9:50-10:00	10	Read Aloud (LOD)
10:00-11:00	60	Math (Conceptual Refinement)
11:00-11:40	40	Designated ELD/Academic Language Development
11:40-12:20	N/A	Lunch
12:20-12:30	10	S.S.R.
12:30-1:30	60	ELA Block (Conceptual Refinement/Integrated ELD)
1:30-2:20	50	Social Studies/Science/Art/PE
2:20-2:50	30	Writer's Workshop
2:50-3:00	10	Clean Up/Dismissal (LOD)

# ACES 3<sup>rd</sup> Grade Daily Schedule - Horario Diario

# Monday/lunes

Time	Minutes	Subject
8:00 – 8:30	30	LOD Activities
8:30 - 9:30	60	ELA Block (Conceptual Refinement/Integrated ELD)
9:30 – 9:50	20	Math Block I
9:50-10:10	N/A	Recess
10:10-11:00	50	Math Block 2 (Conceptual Refinement)
11:00-12:00	60	SLA Block (Conceptual Refinement)
12:00-12:40	N/A	Lunch
12:40-1:10	30	Designated ELD/Academic Language Development
1:10-1:20	10	Clean Up/Dismissal (LOD)

Total Minutes: 260 (LOD: Language of the Day)

# Tuesday-Friday/martes-viernes

Time	Minutes	Subject
8:00 - 8:30	30	LOD Activities
8:30 - 9:30	60	ELA Block (Conceptual Refinement/Integrated ELD)
9:30 - 9:50	20	Math Block I
9:50-10:10	N/A	Recess
10:10-11:00	50	Math Block 2 (Conceptual Refinement)
11:00-12:00	60	SLA Block (Conceptual Refinement)
12:00-12:40	N/A	Lunch
12:40-1:15	35	Writer's Workshop
1:15-1:45	30	Designated ELD/Academic Language Development
1:45-2:40	55	Social Studies/Science/Art/PE
2:40-2:50	10	Homework Agenda
2:50-3:00	10	Clean Up/Dismissal (LOD)

# ACES 4th Grade Daily Schedule - Horario Diario

# Monday/lunes

Time	Minutes	Subject
8:00 - 8:30	30	LOD Activities
8:30 – 9:00	30	Designated ELD
9:00 – 9:55	55	ELA Block (Integrated ELD/Conceptual Refinement)
9:55-10:10	15	SLA Block I
10:10-10:30	N/A	Recess
10:30-11:10	40	SLA Block 2 (Conceptual Refinement)
11:10-11:40	30	Designated ELD/Academic Language Development
11:40-12:20	40	Math (Conceptual Refinement)
12:20-1:00	N/A	Lunch
1:00-1:10	10	Homework Agenda
1:10-1:20	10	Clean Up/Dismissal (LOD)

Total Minutes: 260 (LOD: Language of the Day)

# Tuesday-Friday/martes-viernes

Time	Minutes	Subject			
8:00 - 8:30	30	LOD Activities			
8:30 - 9:00	30	Designated ELD			
9:00 - 9:55	55	ELA Block (Integrated ELD/Conceptual Refinement)			
9:55-10:10	15	SLA Block I			
10:10-10:30	N/A	Recess			
10:30-11:10	40	SLA Block 2 (Conceptual Refinement)			
11:10-11:40	30	Designated ELD/Academic Language Development			
11:40-12:20	40	Math (Conceptual Refinement)			
12:20-1:00	N/A	Lunch			
1:00-1:50	50	Social Studies/Science/Art/PE			
1:50-2:40	50	Writer's Workshop			
2:40-2:50	10	Homework Agenda			
2:50-3:00	10	Clean Up/Dismissal (LOD)			

# ACES 5<sup>th</sup> Grade Daily Schedule - Horario Diario

# Monday/lunes

Time	Minutes	Subject	
8:00 – 8:30	30	LOD Activities	
8:30 – 9:00	30	Designated ELD/Academic Language Development	
9:00 - 9:50	50	ELA Block (Integrated ELD/Conceptual Refinement)	
9:50-10:10	N/A	Recess	
10:10-11:55	45	SLA Block (Conceptual Refinement)	
10:55-11:25	30	Writing	
11:25-12:00	35	Math Block I	
12:00-12:40	N/A	Lunch	
12:40-1:00	20	Math Block 2 (Conceptual Refinement)	
1:00-1:10	10	Homework Agenda	
1:10-1:20	10	Clean Up/Dismissal (LOD)	

**Total Minutes: 260** (LOD: Language of the Day)

# Tuesday-Friday/martes-viernes

Time	Minutes	Subject	
8:00 - 8:30	30	LOD Activities	
8:30 - 8:45	15	Vocabulary Enrichment	
8:45 - 9:50	65	ELA Block (Integrated ELD/Conceptual Refinement)	
9:50-10:10	N/A	Recess	
10:10-11:00	50	SLA Block (Conceptual Refinement)	
11:00-12:00	60	Math/Writing Block #1	
12:00-12:40	N/A	Lunch	
12:40-1:10	30	Designated ELD/Academic Language Development	
1:10-1:50	40	Math/Writing Block #2	
1:50-2:40	50	Social Studies/Science/Art/PE	
2:40-2:50	10	Homework Agenda	
2:50-3:00	10	Clean Up/Dismissal (LOD)	

# ACES 6<sup>th</sup> Grade Daily Schedule - Horario Diario

# Monday/lunes

Time	Minutes	Subject			
8:00 - 8:30	30	LOD Activities			
8:30 - 9:15	45	Designated ELD/Academic Language Development			
9:15 – 10:10	55	ELA Block (Integrated ELD/Conceptual Refinement)			
10:10-10:30	N/A	Recess			
10:30-11:30	60	ELA/SLA Block (Conceptual Refinement)			
11:30-12:20	50	Math (Conceptual Refinement)			
12:20-1:00	N/A	Lunch			
1:00-1:10	10	Homework Agenda			
1:10-1:20	10	Clean Up/Dismissal (LOD)			

Total Minutes: 260 (LOD: Language of the Day)

# Tuesday-Friday/martes-viernes

Time	Minutes	Subject			
8:00 - 8:30	30	LOD Activities			
8:30 - 9:15	45	Designated ELD/Academic Language Development			
9:15 - 10:10	55	ELA Block (Integrated ELD/Conceptual Refinement)			
10:10-10:30	N/A	Recess			
10:30-11:45	75	ELA/SLA Block (Conceptual Refinement)			
11:45-12:10	25	S.S.R.			
12:10-12:20	10	Homework Agenda			
12:20-1:00	N/A	Lunch			
1:00-2:00	60	Math (Conceptual Refinement)			
2:00-2:50	50	Social Studies/Science/Art/PE			
2:50-3:00	10	Clean Up/Dismissal (LOD)			

### **Instructional Days and Minutes Calendar**

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 Reg'd Per State Law	Total Number of Instr. Minutes	Number of Instr. Minutes Above/ Below State Req't.
TK/K	Yes	142	340	91		38	240			180	36000	57400	21400
1	Yes	142	360	9. 10		38	260			180	50400	61000	10600
2	Yes	142	360			38	260			180	50400	61000	10600
3	Yes	142	360	8		38	260			180	50400	61000	10600
4	Yes	142	360	2		38	260			180	54000	61000	7000
5	Yes	142	360			38	260			180	54000	61000	7000
6	Yes	142	360	10 18		38	260			180	54000	61000	7000
7	No												
8	No			~									
9	No			0			9			0:		0	2
10	No												
11	No			8								G.	
12	No			<u> </u>								1	9

## **Professional Development**

ACES seeks a group of professionals committed to the education of all children. The guiding principles of The Accelerated Schools Model demand that we involve students in rich, meaningful learning experiences, which will encourage them to become life-long learners. To fully implement this program, all staff members must be equally committed and actively involved in the planning, performance, implementation, and evaluation of the instructional program and school operations.

In addition, ACES' Human Resources department is responsible for the hiring of all ACES staff and ensuring the compliance with all applicable laws and provisions of the collective bargaining agreement. The selection procedure shall not discriminate based on ethnicity, national origin, religion, gender, age, disability, or sexual orientation. ACES staff shall consist of persons who are committed to our school's philosophy. Each teacher will have appropriate teaching credentials provided by the State Commission on Teacher Credentialing for his/her teaching assignment.

### Announce openings

- Edjoin website
- California Charter School Association recruitment fair held at our school annually
- UCLA School of Education
- CSULA School of Education
- USC School of Education
- Word of mouth/interoffice emails

#### **Interview Process**

Each application will be screened by at least two administrators. All candidates will be interviewed by a panel comprised of administrators, key instructional leaders on campus, and parents. Candidates will be required to demonstrate their abilities by teaching a lesson to a group

of students while being observed by the panel. Following the demonstration lesson, the panel will hold a debriefing session with the candidate as well as receive input/feedback from the students. The hiring process will help ensure that candidates are a good fit for the school and that the school is a good fit for the candidate.

#### **Teacher Selection Process**

- 1. The selection process will include the following steps:
  - a. research and establish job qualifications
  - b. announce opening(s)
  - c. recruit applicant(s)
  - d. request resume, references, letters of recommendation, and credentials
  - e. verify previous employment
  - f. interview (may be more than once) candidate(s)
  - g. select top candidate(s)
- 2. Medical clearance proof of TB testing
- 3. Fingerprinting applicant will submit fingerprints which will be forwarded to appropriate agencies for criminal record check prior to employment in a manner consistent with applicable state law
- 4. Check for employment eligibility and require child-abuse sign-off

ACES will be a professional learning community and will infuse the three organizing principles of the Accelerated Schools Model into our school-wide professional development plan:

Unity of Purpose: Professional development for all staff is directed towards meeting the school's mission of preparing each student to meet rigorous state standards and for success at the university of his/her choice.

Empowerment Coupled with Responsibility: Staff select professional development programs and are responsible for showing the positive impact on meeting student needs in conjunction with the Principal and other staff.

Building on Strengths: The school is the center of expertise, and ongoing professional development is integral to the School's continuous improvement of student outcomes, both academically and socially.

The selection of professional development will be based on school-wide priorities through a process of inquiry where quantitative and qualitative data are analyzed, including work samples, standardized test results, stakeholder surveys, self-evaluations, administrator observations, and peer observations. Based on this data, plans are developed to address needs for individual teachers, grade levels, content area specialists, and for school-wide staff development initiatives. The administrators will work with teacher leaders to plan and implement the professional development. (PD plan for 1st semester 2018-2019 school year below.)

# ACES Professional Development Plan August 2018 – December 2018

Ongoing professional development is at the heart of a strong educational program. ACES strives to ensure student academic and social-emotional success as well as to strengthen teachers' capacity to plan lessons, deliver effective and differentiated instruction to meet students' needs. ACES PLC Leadership Team meets one to two times a month to determine and plan PD based on student and teacher needs. Topics covered throughout the year include:

- Gomez & Gomez Dual Language Model
- Curriculum (Wonders, Maravillas, Systematic ELD, Eureka Math)
- Thinking Maps
- NGSS lesson planning
- Differentiated instruction (SWD, ELs, Gifted, low SES)
- Intervention/conceptual refinement for core subject areas (language arts, math, science, social studies)
- Restorative Practices
- Classroom management/procedures
- PBIS, Anti-Bullying
- Data analysis to inform instruction
- Illuminate online assessments/student performance data
- ELD portfolios for monitoring student progress
- Supplemental online instructional resources
- Reading Horizons
- Scholastic Reading Counts and Reading Inventory
- Use of technology across curricular areas
- Safety & Emergency Procedures

#### August 2018

- **1-3**: New Teacher Training (ACES charter petition & culture, Gomez & Gomez, Thinking Maps, Eureka Math, Classroom procedures/management, Wonders/Maravillas, Systematic ELD, Instructional Differentiation)
- **6–10**: Curriculum Institute Week (Vision/Mission, Policies/Procedures, Data)
- 3: Teacher check-in on 1st day of school, SBC/ELAC nominations & voting of members
- **20**: Illuminate Education training Academic goals/targets, Data articulation meeting expectations, Increasing student learning, using data to inform instruction
- **27**: SSPT; PBIS, Safety, Social/Events Committee Meetings, Curricular planning

September 2018
3: Labor Day Holiday
10: NGSS lesson planning
17: ELD portfolio review and planning; Thinking Maps
24: TK-6 Parent Conferences planning
October 2018
1: Gr. TK/K/1, 2/3, 4/5/6; Curricular planning by grade levels
8: TK-6 ELD Curricular planning by grade levels, ELD portfolios
15: Systematic ELD training
22: Committee meetings: Safety, Events, PBIS; Parent workshops planning
29: Illuminate training – constructed responses & data entry of end of unit modules; data analysis protocol

#### November 2018

5: Prep for Student Led Conferences, Data review by grade levels; student integral planning	ervention
12: Systematic ELD	
19: Student Led Conferences TK-6	
26: Report cards (New Teachers), TK- 6 Teachers: Reading Horizons training; meetings	Committee

## December 2018

December 2010
3: Systematic ELD training
10: ELD portfolios – updates with student evidence
17: Teachers prep for student presentations to parents/community

### **Meeting the Needs of All Students**

#### **English Learners**

The goal of our English Language Development Program is the success of ACES English Learners (EL) in all academic areas and to be prepared to be successful in a college preparatory middle school environment. At ACES we use student's primary language as an asset to build upon. The ACES philosophy is to build on a student's strengths and understandings in his/her primary to foster transfer and application of academic skills in English.

The Accelerated Charter Elementary School (ACES) is required to timely identify potential English Learners (ELs) and provide them with an effective English language acquisition program that affords meaningful access to the school's academic core curriculum. Instructional plans for English Language Learners (ELLs) must be based on sound educational theory and adequately supported with trained teachers, appropriate materials and resources.

On an annual basis, the Accelerated Charter Elementary School shall submit a certification to the LAUSD Charter School Division (CDS) that certifies that the Charter School will either adopt and implement LAUSD's English Learner Master plan or implement Charter School's own English Learners Master plan. If the Charter School chooses to implement its own EL plan, the Instructional plan shall include but is not limited to the following: ACES will adhere to all applicable federal, state, and judicial mandates for English Learners. ACES has developed and will implement its own EL Master Plan.

### **English Language Identification**

#### **Enrollment Process**

The enrollment process begins when a parent brings his/her child to ACES. The main office is designed to be a warm and welcoming place for parents and children. The office always has a staff member available to provide consistent information about the instructional program offered to ELs. All information is provided in a language that parents understand. Every effort is made to ensure the enrollment process is as convenient and efficient as possible for parents. Included with the enrollment packet is an explanation of the Uniform Complaint Process to ensure that all parents understand how to address any potential concerns with staff.

#### **Home Language Survey**

Upon initial enrollment, parents complete the Home Language Survey (HLS) section on the school's Student Enrollment Packet, as required by state and federal law. The purpose of the HLS is to determine if a language other than English is used in the student's home. Prior to completing the HLS, parents are to receive an explanation regarding its purpose and uses, as well as the possibility that their child may be given an assessment to measure their English language proficiency level. In particular, it should be made clear that the HLS is *not* used to determine a student's language classification. The parent or guardian upon the student's initial enrollment in the school completes the survey. The information provided on the initial HLS takes precedence over any information provided on subsequent surveys completed. The information provided on the HLS is maintained thereafter in the school's Student Information System (SIS) — PowerSchool - and in the student's cumulative record.

The Home Language Survey consists of the following four questions:

- 1. What language did the student learn when he or she first began to talk?
- 2. What language does this student most frequently use at home?
- 3. What language do you use most frequently to speak to this student?
- 4. Which language is most often used by the adults at home?
  - These questions are used to determine a student's home language status as follows:
  - English Only (EO) If the answers to the four questions on the HLS are "English", the child is classified as English Only.
  - Possible English Learner (EL) if the answers to any of the first three questions on the HLS
    indicate a language other than English, or a combination of English and another language, the
    child is assessed to measure his or her level of English proficiency.
  - However, if the parent's response to the first three questions on the HLS is English, and the
    response to the fourth question is other than English, then reasonable doubt may exist as to
    the student's home language. The school's administrator/designee must research the
    student's home language background using the following indicators, as well as consultation
    with the student's parent:
    - Parent/guardian requires an interpreter to communicate in English
    - o Parent/guardian speaks to their child in a language other than English
    - The HLS is completed in a language other than English (including spelling the word "English" in another language; e.g. ingles)

- Student initiates interaction with their parents/guardians in a language other than
   English
- It is revealed that the child, while their parent/guardian is at work, is under the care of a person(s) who speaks a language other than English
- Student, after having been enrolled in the Dual Language Program (Two-way Immersion Program) demonstrates a lack of comprehension regarding instruction and classroom/school routines conducted in English

If there is evidence of significant non-English exposure, then the pupil must be administered the state English language proficiency assessment, currently known as the Initial English Language Proficiency Assessments for California (ELPAC) beginning in the fall of 2018. The parent will be consulted by a certificated staff member regarding the need to administer the assessment, the results, and the subsequent program placement of the child.

**NOTE:** When reasonable doubt is established, the school must annotate the HLS to document the reasons for the ELPAC administration. The school administrator/designee must sign and date the annotations provided. The parent has the right to amend the HLS at any time. However, if the student has already been administered the Initial CELDT or Initial ELPAC, any changes to the HLS will not affect the student's official language classification. If the parent amends the HLS prior to Initial CELDT or Initial ELPAC administration, the school must honor the changes made while continuing to take reasonable doubt into consideration, given the probable impact of the change relative to the parent's or student's observed linguistic behavior.

The Accelerated Charter Elementary school utilizes the results from the California English Language Development Test (CELDT), the English Language Proficiency Assessments for California (ELPAC) beginning Spring 2018, and parental input to identify and/or group students by their language proficiency levels. This information is used to identify the appropriate English Language Development (ELD) standards for which instruction and support will be provided. The CELDT data, annual ELPAC data (beginning Spring 2018), Initial ELPAC data (beginning Fall 2018) along with ELD Portfolios and other criteria, are used to monitor overall progress of our EL students towards ELD standards mastery and any/all required California Assessment of Student Performance and Progress (CAASPP) Smarter Balanced Testing proficiency. All EL students, including Long Term English Learners (LTELs), and reclassified students are monitored through the online assessment reporting system, Illuminate. Initial assessments, benchmarks, weekly quizzes/tests and curricular chapter/unit assessments is accessible through the Illuminate reporting system. Illuminate is used to facilitate the monitoring of each student's progress over the course of the school year and this information is discussed during data articulation meetings, grade level meetings and department meetings. Progress for all students is monitored by both teachers and administration including the Principal, Assistant Principal, and Administrative Coordinator.

#### English Language Proficiency Assessment – Initial Identification

State and federal regulations require that if the student's HLS indicates a language other than English is used at home, the student's English language proficiency level must be assessed. Students will be assessed within 30 calendar days at the beginning of the school year and if a student enrolls during the school year. In addition, parents must be notified of program placement within 30 calendar days of initial enrollment.

NOTE: In accordance with Education Code (EC), initially enrolling students identified by the HLS as potential ELs may not be exempted from taking the state-adopted English language proficiency assessment. The purpose of the English language proficiency assessment is to officially determine a student's language proficiency level in English. It is also used on an annual basis to measure progress in acquiring English.

The language acquisition program must be communicated to the parent within 30 calendar days of initial enrollment and in the case of ACES is an alternative placement since we implement a Dual Language program where students participate in a 50/50 model.

NOTE: ELs with disabilities may be tested using the California Department of Education (CDE)-approved Universal Tools, Designated supports, and Accommodations which is updated annually. The Individualized Education Program (IEP) team must document in the student's IEP any accommodations needed, and these must not deviate from those approved by CDE. All ELs with disabilities will be assessed with the ELPAC either as an initial or annual after they have been identified as ELs. ELs with moderate-to-severe disabilities are to be assessed in accordance with their IEP.

## English Language Proficiency – Annual Summative Assessment

State and federal guidelines require each EL to be assessed annually to determine their progress in acquiring English language proficiency. This assessment is given within a test window prescribed by California Education Code. ACES ensures that each EL is assessed annually. The official ELPAC (Spring 2018) annual summative assessment results are provided to parents in a language they understand when the results become available from the test publisher. Information on how to interpret the ELPAC results is available in various languages. Parents may request a meeting to discuss the assessment results.

#### Initial Language Classification/Status

A student's initial language classification or status is determined by their overall performance on the initial English language proficiency assessment, currently the CELDT (Fall 2017). Based on the performance level, a student may be classified as follows:

- English Learner (EL) student with less than or reasonable fluency in English
- Initial Fluent English Proficient (IFEP) student initially proficient in English

Parental Notification of Initial Assessment Results and Program Placement

Parents of students (ELs and IFEPs) who are administered the initial ELPAC (beginning Fall 2018) must receive official notification, within 30 calendar days, informing them of their child's:

- Language acquisition program
- Official language classification
- Instructional program placement

In addition to the above, parents must also receive information regarding the:

- Instructional program, educational strategies, and educational materials to be used in each program
- Reclassification, or program exit, criteria

 Instructional program for ELs with a disability (with an IEP) and how such program will meet the objectives of the IEP

Parents of ELs and IFEP students are informed of the above information via the school's Initial Parent Notification of Language Test Results letter and the Parent Notification of Reclassification Criteria. Parents are advised to contact the school if they should need additional information.

#### **English Language Program**

ACES will ensure EL students continue to progress toward meeting ELD and content standards, via Designated ELD and Integrated content instruction. ACES will also ensure reclassified students' linguistic and academic skills are comparable to those of native English-proficient peers. This program is appropriate for ELs at all levels. ACES implements E.L. Achieve Systematic ELD curriculum in grades TK-6 and includes six Instructional Units for each proficiency level at for grade spans (K, 1-2, 3-4, 5-6). The instructional units complement and support learning in English language arts, science, social studies, mathematics and other areas. Unit themes are customized by grade span to address age-appropriate topics and literacy tasks (listening, speaking, reading, and writing). The language build in each unit is carefully mapped to both the content of the Common Core State Standards and the CA ELD standards

Components of the program include, but are not limited to:

- 30-45 minutes of daily ELD instruction at the students' assessed level of English language Proficiency focused on academic language development
- Grouping for ELD as needed within or across grade levels to provide ELD at the appropriate student proficiency
- Access to instruction in all curricular areas aligned to content standards through use of learning centers, vocabulary enrichment activities, Language of the Day (LOD) activities
- California Content Standards and Common Core Standards-based instruction in all curricular areas.
- Differentiated instruction in reading, writing, math, science and social science, delivered through specially designed academic instruction in English (SDAIE), utilizing state-adopted, district approved, standards-based and supplemental materials

The goal of this program is to ensure that ELs continue to progress linguistically and academically to meet ELD and grade-level content standards. These students receive appropriately differentiated ELD instruction and scaffolded academic content instruction and support. This program also meets the needs of reclassified students to ensure that their linguistic and academic skills are comparable to the performance of their native English-proficient peers. ACES will:

- Target/Eligible Student Population
- Create Program Goals and Objectives
- Identify Key Instructional Strategies for EL's, LTELs, RFEP, IFEP, and EO students
- Provide ELD instruction using SDAIE strategies.

#### **EL Monitoring**

English Learners are monitored regularly using English Language Development (ELD) Portfolios. ELD Portfolios are distributed to teachers at the beginning of each academic year and include the student's most recent English proficiency score from either the CELDT (initial assessment up to June 2018) or beginning in Spring 2018, the Annual Summative ELPAC. Portfolios identify the proficiency level as well as the student's previous overall proficiency level in English Language Arts. The student's English Language development progress is monitored throughout the school year by gathering student work and ELD assessments and recording their ELD progress towards meeting grade level ELD standards in the student's ELD Portfolio.

The administrative team (Principal, Assistant Principal and/or Administrative Coordinator) meets with teachers twice per year to review data collection and follow up with ELD classroom support. Teachers and Administrators participate in ongoing E.L. Achieve Systematic ELD trainings throughout the year and meet to discuss strategies and interventions to better support EL students. Classroom observations of Designated and Integrated ELD implementation takes place monthly. The administrative team monitors EL students monthly to ensure all students have the English Language support they need. Reclassified students are also monitored with ELD portfolios for 3 or more years to ensure these students maintain English Language proficiency and obtain scores of Basic and above on the CAASPP Smarter Balanced assessments.

The success of ELs and students who have been reclassified to fluent-English-proficient (RFEP) status, is one of the highest priorities for ACES. ACES is committed to providing the highest quality educational programs and services that are soundly based in current research evidence. At ACES, instructional plans for English Learners are based on a comprehensive educational theory and are adequately supported with trained teachers and appropriate materials. English learners and students who have been reclassified are also periodically evaluated to make sure the program is successful, and modified when the program is not successful.

#### **Reclassification Process**

For an English Learner to be reclassified as Fluent English Proficient, they must meet all 4 criteria requirements:

1st Criteria: Assessment of English-Language Proficiency Examination (CELDT) or Annual Summative ELPAC

- Students must have an overall score indicating a proficiency level in English to qualify for reclassification in the areas of Listening, Speaking, Reading, and Writing.
- If the student meets these criteria move to criteria #2, if not the student remains an English Learner.

2nd Criteria: Review the Standardized Language Arts Assessments:

- The student has scored in the Basic range or higher on the most recent Scholastic Reading Inventory (SRI) or most recent Standard Nearly Met on the Smarter Balanced English Language Arts Summative Assessment.
- If the student meets these criteria move to criteria #3, if not the student remains an English Learner.

3rd Criteria: Teacher/Administrator evaluation of a student's academic performance.

- Students must have an overall passing score of 3 or better in Language Arts on their report card.
- If the student meets these criteria move to criteria #4, if not the student remains an English Learner.

4th Criteria: Parent consultation and agreement.

- The parent has agreed that his/her son/daughter is ready to be reclassified as RFEP and signs the reclassification agreement form
- If the student meets these criteria move to reclassify student as Fluent English Proficient (RFEP), if not the student remains an English Learner.
- Student's record is updated.

Reclassification Period: Students English Language Development progress can be reviewed at least three times throughout the year to monitor and determine if students meet reclassification criteria:

- 1st Period: September Rational The First SRI assessment is completed or the CAASPP Smarter Balanced Summative Assessment scores become available, allowing the school to access this information for Criteria #2/#4.
- 2nd Period: February Rational First semester report card scores become available, allowing the school to access this information for Criteria #2.
- 3rd Period: June Rational ELPAC Summative Assessment Scores are estimated to be available, allowing teachers to have a better understanding of the student's performance as an English Learner. Teachers can better evaluate the requirements for Criteria #1.

English Learners are expected to meet reclassification criteria within 5-7 full years of instruction as part of our Dual Language Program. English Learners that are not meeting reclassification criteria at the beginning of their 6th year of school are considered Long-Term ELs (LTELs). The Administrative team will meet with teachers to discuss strategic interventions for LTEL students to target the identified areas of need. Depending on needs, students will receive targeted intervention in class, after school or at Saturday Academy. Other supports include Administrators/teachers doing diagnostics to determine areas students need interventions or additional teaching in such as fluency, phonological awareness, oral language development, etc. Supports can include age-appropriate and/or culturally relevant books for emerging readers, practice on test taking including for the ELPAC, use of discussion starters or sentence stems, etc. Involving the students in self-assessment and setting goals to reclassify motivate and create self-awareness of themselves as learners including being a language learner.

#### Gifted and Talented (GATE) Students and Students Achieving Above Grade Level

Using the guiding principles and values of The Accelerated Schools Model, faculty and staff at ACES treat all students as gifted; ACES does not implement a separate program for gifted students. Accordingly, faculty and staff differentiate instruction based upon the individual needs of the students and will push all students to achieve at high levels. Teachers will differentiate in the forms of acceleration, depth, complexity, and creativity. They will make a distinction between the process, content, or product to meet the needs of all students.

Throughout the entire ACES academic program, the faculty and staff emphasize a series of key thinking skills which research says students need to have to be ready for college. In each class, students are expected to make inferences, interpret results, analyze conflicting explanations of phenomena, support arguments with evidence, solve complex problems that have no obvious answer, reach conclusions, offer explanations, conduct research, engage in the give-and-take of ideas, and generally think deeply about what they are being taught.

Students who show consistent high academic achievement either in specific academic areas or across academic areas will be referred for identification for GATE eligibility through LAUSD on a fee-for-service basis to afford them access to GATE programs should they transfer to another school or district. They will be identified across these categories:

- Intellectual
- High Achievement and Specific Academic Ability (both performance-based)
- Leadership

High Achievement, Specific Academic, and Leadership ability will be identified beginning in 3<sup>rd</sup> grade, second semester through 6<sup>th</sup> grade. Referrals for Intellectual category can begin as early as Kindergarten and is not achievement dependent. Students may have multiple exceptionalities including having an IEP or be an English language learner. Students will not be placed in a special program but teachers will differentiate in the features of acceleration, depth complexity, and creativity.

Upon enrollment at ACES, any student identified from another school or district as Gifted, will be identified in PowerSchool so that teachers and staff are aware of the student on their roster. A Gifted Facilitator (Administrator or ACES teacher) will help to support teachers with ongoing professional development and ensure that students are referred, identified, and assessed. Through training and ongoing support, teachers will be able to recognize GATE students and provide appropriate instruction. Parents of Gifted students will be provided with workshops and meetings (1 per semester) as well as special events, as interest and opportunities are presented. A yearly survey will be given to parents to ensure they are informed of gifted services and any other needed supports. Participation in GATE conferences as well a membership with organizations such as California Association for Gifted (CAG) is important to support staff and develop GATE students to their fullest potential.

#### **Students Achieving Below Grade Level**

ACES uses data from a variety of sources, including CAASPP/SBAC, ELPAC, and Illuminate (pre-built assessments/reports) to identify students performing below grade level. Students performing below grade level in each of the content areas as measured by informal and formal classroom assessments using McGraw-Hill Wonders ELA and Maravillas SLA assessments (K-6), Scholastic Reading Inventory (SRI), Eureka Math assessments, classroom observations, teacher-created tests and Exit Tickets, will receive individual and flexible small group instruction to target their individual needs. During whole class instruction, the teacher will differentiate instruction based upon students' needs, interests, readiness, and learning profile.

The progress of all students, especially those who are achieving below grade level, is monitored weekly. Curricular assessments are analyzed and discussed in grade level meetings and in data articulation meetings. Below are additional types of instructional strategies and interventions which are utilized to support students achieving below grade level:

- Before & After school tutoring
- Mentoring by teachers and administrators
- Daily Academic Intervention (Math & ELD)
- Individual and small group intervention targeting specific standards
- More time to increase the learning opportunities through peer and teacher support in the classroom
- Scaffolding in classroom instruction with language and content support
- Technology instructional supports such as iPads, laptops, document readers, Promethean boards
- Valuing strengths and building self-confidence
- Monitoring students' progress and providing feedback to parents during parent conferences in September, fall and spring Student Led Conferences, and informal parent conferences
- Facilitating effective and consistent communication between parent, student and/or teacher
- Recognizing growth and achievement (ACES Awards, TAS High Fives, Achievement Awards, Attendance, Reclassification)
- Reading Horizons Intervention with support from instructional aides

If after implementing the instructional support and intervention strategies, no significant growth is shown, students achieving below grade level may be referred by the principal, assistant principal, teacher or the parent/guardian for a Student Success and Progress Team (SSPT) meeting. In these meetings, the classroom teachers, the parent/guardian, an administrator and any other relevant party (School Psychologist, Counselor, etc.) will convene to discuss the child's strengths and areas of concern. In this meeting interventions and action steps will be decided to further assist this child in academic and/or behavioral growth. Follow-up meetings will be scheduled to reconvene and discuss the student's growth and progress. Possible interventions and supports that may be implemented after the SSPT process may include one or more of the following:

- Behavior Support Plan
- Counseling services
- Accommodations for classwork, homework assignments, tests/quizzes, shortened assignments, extended time to complete tasks
- Opportunities to retake assessments
- Reduce difficulty of tasks
- Repetition and additional practice
- Change of seating/grouping to reduce distractions
- Use of calculator, computer, books on tape, visual aids
- Retention

If considerable progress has not been made as measured by assessments and observations, the student may be referred for assessment to determine if the child is eligible for special education services under the Individuals with Disabilities Education Act (IDEA) if appropriate. The school will make efforts to ensure an exhaustive list of interventions is utilized to avoid over identification of students in Special Education. The assistant principal is responsible for monitoring and documenting the progress of students performing below grade level.

#### **Economically Disadvantaged Students**

ACES seeks to serve a population comprised in most part with students who are socioeconomically disadvantaged as identified as qualifying for the Free or Reduced Meal Program (FRMP). Research indicates that children from socioeconomically disadvantaged households and communities develop academic skills more slowly compared to children not from Economically Disadvantaged groups (Morgan, Farkas, Hillemeier, & Maczuga, 2009). The school's program is designed to meet the needs of students with this designation and is based on research driven curriculum and practices that work best with this targeted population. In addition, the school's mission, vision, and instructional programs are designed to provide and ensure equal access for all students particularly those students who are designated as socioeconomically disadvantaged based upon the poverty index. At its core, ACES believes in high expectations for each of its students regardless of background. Students will be monitored by administrators and teachers through monthly grade level meetings as well as other supports such as the SSPT.

ACES has designed its instructional program to support students from socioeconomically disadvantaged backgrounds in each of the following ways:

- Early identification of struggling students (academic and social-emotional)
- More time to increase the learning opportunities and literacy experiences, including supplemented day or Saturdays
- Real life experiences embedded into curriculum to have learning be meaningful
- "College Bound" culture with parent meetings, college field trips, and developing a college awareness among students, college mentors
- Working with the families to create supportive learning environments at home and during the required monthly parent meetings and workshops
- Flexible meeting times with families, before and after school hours or phone conferences, home visits
- Providing opportunities within the school such as access to technology, physical education, visual and performing arts
- Tutoring and homework support
- Incorporating technology into lessons and student work to enhance learning
- Using co-teachers or instructional assistants to provide support with specific needs and provide additional support to teachers during instruction
- Counseling services (Shields for Families or DIS)
- Daily or weekly informal check-in with mentor staff or administrator
- Parent workshops on topics such as nutrition, computers, and parenting skills
- Additional extra-curricular activities that include robotics, dance, music, engineering, tennis, arts & crafts and cooking

#### Students with Disabilities

## **Federal Law Compliance**

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

### **Special Education Program**

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

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

## **Students in Other Subgroups**

#### **Foster Youth**

The Accelerated Charter Elementary School (ACES) will comply with applicable California law which provides that California schools need to include foster youth in the school accountability and funding systems to focus on the educational outcomes of foster youth. Foster youth will have access to the educational and other services they need to ensure that they are able to meet the same high expectations for all students.

#### **Enrollment**

Foster youth may be identified at the time of enrollment by student self-report or by the student's Educational Right's Holder (ERH in order to provide equal access to foster youth, the designee at Accelerated Charter Elementary School will ask the student or ERH to complete a Foster Youth Screening Questionnaire and the Foster Youth Initial Education Intake Form. The designee will then notify the Foster Youth Education Liaison.

The ACES Foster Youth Education Liaison will meet with the Foster Youth's ERH to discuss school of origin rights, complete the necessary enrollment paperwork and collect important documents, which may include proof of education rights, immunization records, transcript or report card, and Individualized Education Program, if applicable.

Upon acceptance into the Accelerated Charter Elementary School, the Foster Youth Liaison will ensure that the foster youth will be allowed to enroll immediately in the same or equivalent classes as those he/she took at their old school, even if he/she is transferring mid-semester or if their ERH decides it is in their best interest, even if they do not have any of the required enrollment. Foster youth will be offered equal participation in extra-curricular activities regardless of try-outs or sign-up deadlines and will not be forced to attend a continuation school, adult school, or independent study program, even if they are not on track for high school graduation, have failing grades, or have behavior problems.

#### **FOSTER YOUTH LIAISON**

Current Foster Youth Liaison: ACES Administrative Coordinator (323) 846-6694 3914 South Main Street, Los Angeles CA 90011

## "A Typical Day"

ACES offers a unique dual language enrichment program (Gómez & Gómez Dual Language Enrichment Program) that is not offered in nearby schools in the area, in fact it is the only program of its kind in the state. The day begins with designated time for Language of the Day (LOD) activities that build language vocabulary in either English or Spanish depending on LOD (Monday, Wednesday, Friday = Spanish; Tuesday, Thursday = English). These activities help provide the transition into English Language Arts, Spanish Language Arts, Designated English Language Development instruction and other curricular areas, depending on the grade level. Students are learning new English and Spanish academic vocabulary with our CA Standards-Based Wonders and Maravillas Curriculum and are deepening their understanding and mastery of the English language including using E.L. Achieve Systematic ELD instructional units. Science and Social Studies are embedded in the literacy program to connect learning activities, writing and project based tasks across all curricular areas.

Students then take a short recess break and return to the classroom for continued instruction in math and an integrated writing program that is part of our language arts programs. ACES implements Eureka Math along with manipulatives and online Math programs to engage them and develop a strong number sense. This program encourages mental math and manipulation of numbers so that students have multiple ways to solve a problem. Teachers also incorporate various mental and hands-on math games to build number fluency and automaticity.

After lunch students dive deeper into the content areas of Social Studies and Science through hands-on standards based projects in Spanish. Thinking Maps are incorporated across grade levels and subject areas to help students focus on key academic concepts and vocabulary. This continuity has helped scaffold the instruction for both English and Spanish learners. Time is of immense value at ACES. Students and teachers are constantly busy preparing for the next important thing in the school's calendar, whether it be working on publishing their latest authentic piece of student writing, devouring a chapter book at their independent level, or preparing for their student led conference presentation.

The school day ends at 3 p.m., with exception of Mondays, (minimum days- dismissal begins at 1:10pm), yet about 30% of our students stay for a state-funded program, ASES (After School Education and Safety Program), where they receive tutoring and homework help, a healthy snack and a variety of enrichment and leadership activities such as dance, art, music, cooking, sports, cheer squad and science exploration activities

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

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

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

## Measurable Goals of the Educational Program

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

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

#### Standardized Testing

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

#### Measurable Goals of the Educational Program

For all performance targets, please refer to the completed "LCFF State Priorities" table provided in Element 1.

#### **Formative Assessment**

Academic progress at ACES is monitored through various weekly, modular, and unit assessments agreed upon by teachers and administration as an effective means of measuring academic growth as well as informing instruction. When students do not demonstrate adequate growth, interventions are planned for both the classroom and/or before or after school and at Saturday Academy. To ensure academic progress occurs we:

- Allow time for teachers to collaborate on curriculum, instruction, and assessment, as well as the progress of their students;
- Create flexible heterogeneous instructional grouping that ensures equal access to rigorous and interesting curriculum
- Use instructional strategies that focus on active learning, hands-on approaches, and culturally responsive teaching
- Support a multidisciplinary approach to technology integration, our teachers will link digital
  content to educational objectives, select student outcomes and performance standards, and
  evaluate student outcomes against these standards to refine and improve our instructional
  and institutional practices. We believe the use of technology is an essential element in an
  institutional process of data collection, analysis, and improvement.
- Ensure monthly teacher collaboration by grade level or successive grade levels facilitated by the principal or teacher leaders using student achievement data
- Meet biweekly as a PLC Leadership team to discuss challenges/successes in the classroom, plan for professional development to meet the needs of individual and groups of teachers, gather input from all teachers, share best practices with all staff, help to develop a positive school culture where students can be academically and socially successful

Students who are performing below grade level in each of the content areas as measured by informal and formal classroom assessments receive individual and flexible small group instruction to target their individual needs. During whole class instruction, the teacher may differentiate instruction based upon students' needs, interests, readiness, and learning profile including students who are identified as ELs, SELs, Gifted, and SWD. SWD are monitored not only in the General Education class through formal and informal observations but also by the RST through collaboration and input between Gen Ed and SPED programs. Reading Horizons is another intervention used not only with General Education students at the intensive level but also with SWD to develop vocabulary, phonics skills, grammar skills, reading comprehension and to encourage reading at higher Lexile levels.

In addition, other types of instructional support utilized to support students achieving below grade level include:

- SSPT (Student Success and Progress Team)
- MTSS (Multi-Tiered System of Supports)
- Individual and small group intervention targeting specific standards
- More time to increase the learning opportunities through peer and teacher support in the classroom
- Scaffolding in classroom instruction with language and content support
- Technology instructional supports such as iPads, laptops, document readers. Promethean interactive boards
- Valuing strengths and building self-confidence
- Monitoring students' progress and providing feedback to parents
- Recognizing growth and achievement (ACES awards and High Fives)

- After-school enrichment and homework support (ASES)
- Using instructional aides to support students with identified objectives
- Using the student's primary language as an asset to build upon
- Building on a student's strengths and understandings in his/her primary language in order to foster transfer and application of academic skills in English.
- Differentiating instruction based upon the individual needs (ELs, GATE, SELs, SWD) of the students, which pushes all students to achieve at high levels.
- Differentiate for gifted students in the forms of acceleration, depth, complexity, and creativity.
   They will make a distinction between the process, content, or product to meet the needs of all students.
- SWD are encouraged to read books at their Lexile level or higher using Scholastic Reading Counts to monitor their reading ability and progress with comprehension.

#### **Schedule of ACES Assessments**

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ACES Adopted / Developed Measurement	Frequency			
ELA/SLA/Math CCSS assessments	Weekly/Module/Unit			
Curriculum Writing Assessment	Unit (6-8 wks.)			
DRA (Developmental Reading Assessment) TK/K	4x/year			
DRA (Developmental Reading Assessment) 1st grade	3x/year			
SRI (Scholastic Reading Inventory)	4x/year			
Illuminate ELA & Math CCSS Interim Assessments Gr. 3-6	2x/year			

Grade	Metric	Score	Achievement Indicator		
		6 and Above	4	Above Grade Level	
K	Developmental Reading Assessment 2	4	3	At Grade Level	
ELA/SLA	(DRA2)		2	Approaching Grade Level	
•			1	Below Grade Level	
		18 and Above	4	Above Grade Level	
1	Developmental Reading Assessment 2	16	3	At Grade Level	
ELA/SLA	(DRA2)		2	Approaching Grade Level	
•			1	Below Grade Level	
		500 and Above	4	Above Grade Level	
2	Scholastic Reading Inventory	300-499 Lexile	3	At Grade Level	
ELA	(SRI)		2	Approaching Grade Level	
			1	Below Grade Level	

Grade	Metric	Score	Achievement Indicator		
К	Eureka Math Curricular Assessments	90% - 100%	4 Above Grade Level		
		70% - 89%	3 At Grade Level		
			2 Approaching Grade Level		
			1 Below Grade Level		
1		90% - 100%	4 Above Grade Level		
		70% - 89%	3 At Grade Level		
			2 Approaching Grade Level		
			1 Below Grade Level		

Grade	Metric	Score	Ac	Achievement Indicator	
2		90% - 100%	4	Above Grade Level	
		70% - 89%	3	At Grade Level	
			2	Approaching Grade	
				Level	
			1	Below Grade Level	

### **SRI (Scholastic Reading Inventory)**

Scholastic Reading Inventory (SRI) Interactive is a computer-adaptive assessment designed to measure how well students read literature and expository texts of varying difficulties. This psychometrically valid assessment instrument can be used as a diagnostic tool to place students at the best level in the program so they can read with success. Students are assessed four times a year: September/November/March/May to assess their Lexile reading level, to measure their progress and to be able to match students to text.

#### **Reading Horizons**

Reading Horizons, an online research-based intervention program, differentiates instruction based on student needs, engages students with a multi-sensory approach, and efficiently monitors student progress. At ACES we use Discovery for grades K-3 and Elevate for grades 4-6. For students at the intensive level in reading as well as SWD, Reading Horizons provides rich data about areas that need to be retaught to each student to address individual student gaps. This information and data is shared with General Education teachers so they are alerted as to what areas they need to target with those students in class. Students have the opportunity to retake lessons as needed, if they don't successfully pass the lesson or the assessments. Improvement has been demonstrated by 40% of the students participating in the program.

### **Data Analysis and Reporting**

Teachers will analyze data collected weekly and monthly utilizing using a data reflection protocol. It is expected that at each meeting teachers will analyze their weekly formative assessments and inform the teacher of the progress of students towards meeting grade level standards. Teachers will adjust lessons and reteach as necessary. The principal will also analyze data and meet with staff monthly to analyze and provide feedback and support with facilitation at the grade level meetings. Through analysis and dialogue of data results, teams will better understand the diverse needs and challenges our students face. With consultation with the principal, professional development will be customized to meet the diverse needs of the staff such as curriculum training or effective interventions. Professional development activities will also center around how to utilize universal access time more effectively to meet the needs of selected focus groups based on areas of need indicated through assessment results. Listed below are some additional examples of how data/assessments are used to guide instruction at ACES:

- Mini-lessons (review/re-teach) specific skills/strategies
- Refer students for pull-out intervention (Reading Horizons)
- Peer support (bilingual pairs)
- SSPT (Student Success and Progress Team)/IEP/ELD (English Language Development)/SLD (Spanish Language Development) data

- Providing additional support/intervention in class, conceptual refinement
- Conferences and informal meetings with parent(s)
- Results show if students need extended review lessons
- Homework assigned for practice and review or modified

Each teacher maintains a comprehensive gradebook/portfolio for each student. Portfolios include teacher-selected and student-selected work. With both informal and formal assessments, teachers at ACES work to make instructional decisions based on student needs.

Twice a year, Student- Led Conferences are held to highlight student work and set goals in a collaborative setting with the student, teachers, and family members. This is an opportunity to review student work, ask questions, highlight areas of strength, and areas for improvement.

Parent conferences are held in September to build a relationship with parents/guardians and to learn more about the student and how they best learn. Parents also attend workshops during the school year so they can understand grade level curriculum and how to best support their children as well as communicate their needs to the teachers.

# **Grading, Progress Reporting, and Promotion/Retention**

Grades are used for communicating student achievement, performance, and progress. Criteria to be considered in assigning grades shall include but not be limited to the following: achievement, homework, attendance, effort, ability, test scores, and participation. Student's graded work is recorded in grade books and the school's data management system PowerSchool. ACES uses Standards Based Report Cards in all grade levels TK-6th. Report cards for TK are based not only on CA State standards for beginning Kindergarten but also on students' social-emotional development. For Gr. K-6 the report card is based on the Content Standards published by the California Department of Education and provides specific feedback on students' progress in each of the key content standards. Report cards are issued every semester, providing grades for instructional periods of approximately 80-90 days. Report cards are distributed twice a year in January and June. Progress reports are distributed twice per year to parents in the spring and fall during student-led conferences. The following data/assessments/observations are used at ACES to determine report card and progress report scores:

- Language Arts: ELA portfolios, curricular unit assessments, reading comprehension, vocabulary, and fluency tests
- Math: quizzes, end of module assessments
- Writing: Published writing with rubrics/checklists
- Participation, social cooperation
- DRA2, Scholastic Reading Inventory (SRI), Wonders/Maravillas Curricular Assessments
- ELD Portfolios (Grade Level ELD Standards) using checklists, observations of oral language
- Effort (separate grade from academics)
- Homework
- Curricular Projects

Retention Process: Retention is considered only as a last resort and only after a series of measures have been taken including early identification, intervention plan, progress monitoring, SSPT meetings and school/parent team agreement. Documented exceptions to this process may be made in special situations with the approval of the Principal or Assistant Principal and the Coordinator of Special Education. Process is as follows:

- 1. If the student is failing to make normal progress, the parents must be notified of concerns early, so that the school and home may work collaboratively in helping him/her achieve greater success.
- 2. Most retentions should be at the primary level. However, older students may be considered if it is strongly felt retention will help the student.
- 3. No student shall be retained more than one year.
- 4. The teacher shall utilize the Student Success & Progress Team (SSPT) in attempting to help a student who is not progressing at a normal pace and in making decisions to retain.
- 5. The teacher is to discuss possible retention with the school principal or assistant principal prior to discussion with the parent.
- 6. Light's Retention Scale must be completed prior to teacher notification to parents that retention is a possibility.
- 7. An SSPT process must have been implemented and a signed parent letter must be on file at the school for each student retained.
- 8. Parent notification of the recommendation to retain or promote is to be given as early as possible in the school year, but no later than the second week in May of the second semester and is done formally through the SSPT process (#8).

# Element 4: Governance

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

# **GENERAL PROVISIONS**

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

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

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

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

#### **LEGAL AND POLICY COMPLIANCE**

Charter School shall comply with all applicable federal, state, and local laws and regulations, and District policies as it relates to charter schools adopted through Board action. <sup>1</sup>

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

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

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

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

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

# TITLE IX, SECTION 504, AND UNIFORM COMPLAINT PROCEDURES

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

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

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

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

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

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

# **RESPONDING TO INQUIRIES**

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

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

Charter School, including but not limited to its nonprofit corporation, employees, and representatives, shall cooperate with any resulting inquiry and/or investigation undertaken by the District and/or the Office of the Inspector General Investigations Unit.

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

# NOTIFICATION OF THE DISTRICT

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

# STUDENT RECORDS

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

# **PARENT ENGAGEMENT**

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

#### FEDERAL PROGRAM COMPLIANCE

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

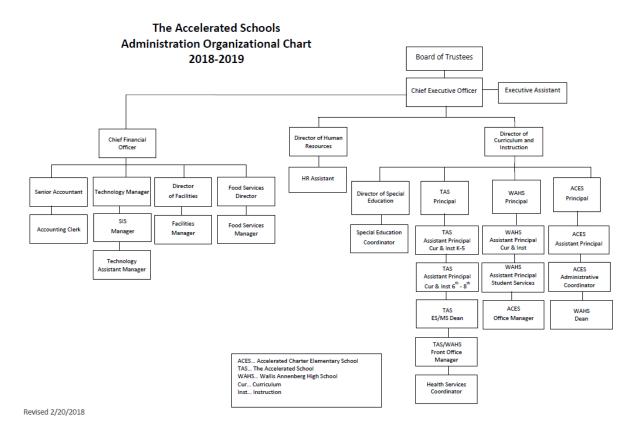
#### **Governance Structure**

The governance structure is organized to serve the educational vision of the Charter School by ensuring that decision-making is responsive to school needs and that staff are held accountable for student outcomes. Additionally, the governance structure is designed to:

- Assure that every member of the staff shares decision-making responsibility;
- Include parents in the process of decision-making;
- Avoid domination by any select individual or group;
- Develop increased organizational capacity and assure the viability of local school control and accountability.

To accomplish this, The Accelerated Schools (TAS), the nonprofit corporation operating Accelerated Charter Elementary School, implements a governance structure that has been successfully implemented at TAS since 1994. ACES will have two major decision-making bodies, The Accelerated Schools Board of Trustees (also known as and will hereafter be referred to as the "Board of Trustees" or "the Board") and, what is commonly referred to as "the School as a Whole" (SAW). TAS recognizes that reporting structures are critical, but that it is more important that the organizational culture demonstrates that student success is the primary focus.

The Board of Trustees will provide external accountability, oversight and guidance to ensure ACES ongoing success. It will meet a minimum of six times a year (every other month) to review ACES achievements and provide support in achieving short-term and long-term goals set by the Board. One of the key roles of the Board of Trustees is to oversee and evaluate the Chief Executive Officer who is responsible for managing the day-to-day affairs of the organization. To effectively support and guide the CEO, the President of the Board will meet monthly with the CEO for review of the work plan and priorities in carrying out the objectives of the organization. Additionally, the evaluation process of the CEO will include survey results from school staff and parents to help ensure that the needs of the School are being met. This process of evaluation of the CEO has been in place at TAS and has helped to create a safe environment in which difficult issues can be discussed openly to the benefit of the organization's continuous growth and improvement. The Chief Executive Officer and Principal shall be responsible for day-to-day management of ACES.



# **Description of Major Roles**

Chief Executive Officer - The CEO is responsible for the school environment and student performance at TAS (TK-8), ACES, and WAHS. The CEO is also responsible for the implementation of policies, procedures, and practices that will ensure the ongoing financial and legal viability of the schools. The Chief Executive Officer approves purchases and contractual agreements under \$10,000. The duties include: principal support and supervision, support and supervision of Central Services staff, fundraising, facilities development, serving as a spokesperson for the Accelerated Charter Schools weekly school visitations and observations; monthly presentations to the staff, parents, and students of TAS; and managing the hiring process of the school principals.

Chief Financial Officer – The CFO will report to the CEO and assume a strategic role in the overall management of TAS. The CFO will have primary day-to-day responsibility for planning, implementing, managing and controlling all financial-related activities of the organization.

Principal - The principal is responsible for establishing a positive school culture and high levels of student achievement. The principal's duties will include facilitating curriculum development; teacher selection, supervision and evaluation; facilitating parent involvement in school governance, volunteering at school, and supporting student learning at home; monitoring and supporting professional development for all staff; the implementation of student support programs; weekly visits of each class; managing school discipline; and supervising other support staff as assigned. Additionally, the principal manages the teacher selection and curriculum development process.

Governance Board Composition and Member Selection

The Accelerated Schools Board of Trustees

The Accelerated Schools Board of Trustees makes all policy and business decisions regarding ACES legal and fiscal viability. The Accelerated Schools Board of Trustees will serve as the Board of ACES. The Accelerated School Board of Trustees is fully committed to the establishment and sustenance of ACES and has the necessary charter school experience as well as the necessary business, educational, facilities, philanthropic and managerial expertise to do so. The Board is comprised of a minimum of 5 members and no more than 21.

The Board of Trustees meets six times a year, usually on an every other month basis, and as needed. Dates and times are published in the Charter School's weekly parent reminders, which are published and distributed weekly by the main office personnel and are also posted and available to the public. Agendas will be posted in areas that are convenient to staff, students, and parents for viewing, including, but not limited to: the school website, on doors to the school, and main office. The charter school posts its agendas in physical locations that are freely accessible to the public, which includes the street side wall of the school building, as well as on the school's website. The Board will allocate the first portion of each meeting for public speakers (staff, parents, students, community members, etc.) to address the Board. Every speaker will have two minutes to address the board on every matter, regardless of whether their item is on the agenda.

#### **Board Duties**

The Board of Trustees is fully responsible for the operation and fiscal affairs of the Charter School. It will maintain active and effective control of the charter school, through the exercise of the following duties, including but not limited to:

- Hire and evaluate the Chief Executive Officer
- Approve all contractual agreements and purchases over \$10,000
- Approve and monitor the implementation of general policies of ACES
- Develop and monitor an operational business plan that focuses on student achievement
- Approve and monitor ACES' annual budget.

#### Process for Selecting Board Members

The Board of Trustees will be composed of highly qualified individuals who have demonstrated a passion for advancing educational opportunities for children, particularly children that have historically been underserved.

One (1) trustee and one (1) alternate shall be nominated by ACES parents, voting at a meeting of such parents that has been duly held and noticed (generally, in September of each year), and each shall be a parent of one or more children who are actively enrolled at ACES during such parent's entire term as a trustee (or alternate).

The remaining trustees shall be appointed by the Chair of the Board, with approval of the Board of Trustees.

### **Governance Procedures and Operations**

The Board of Trustees will meet a minimum of six times a year. Meetings generally begin in August, right after school starts, with the last in June, right after school ends. Subcommittees (which include Finance, Nominations, and Operations committees) will meet regularly and report to the entire Board at each Board meeting. All Board meetings and meetings of advisory and standing committees will be conducted in accordance with the Brown Act.

Annually the Board shall meet for the purpose of organization, election of trustees, appointment of

officers and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held in October, or as soon thereafter as practicable as determined by the Board, at a time, date and place as may be specified and noticed by resolution of the Board.

#### **Public Notification of Meetings**

At least 72 hours before a regular meeting, the Board of Trustees, or its designee, shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting. Agendas will be posted in areas that are convenient to staff, students, and parents for viewing, including, but not limited to: the school website, on doors to the school and main office. Agendas are also posted and available to the public. The charter school posts its agendas in physical locations that are freely accessible to the public, which includes the street side wall of the school building as well as on the charter school's website.

Special meetings of the Board of Trustees may be held only after twenty-four (24) hours' notice is given to each Director and to the public through the posting of an agenda.

The Secretary is responsible for taking minutes at every meeting. Minutes for regular and special meetings will record all actions taken by the Board of Trustees. Minutes of the previous meeting will be included in the agenda for the next meeting and all recorded minutes will be archived and available to the public upon request.

# **Quorum and Board Action Requirements**

A majority of the trustees in office (but no fewer than two trustees or one-fifth of the authorized number in Section 4 of bylaws, whichever is greater) shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 19 of bylaws. Every act taken or decision made by a majority vote of the trustees present at a meeting duly held at which a quorum is present is an act of the Board, unless a greater number is expressly required by California Nonprofit Corporation Law, the Articles of Incorporation or Bylaws. Trustees may not vote by proxy.

# Teleconference Participation

Members of the Board may participate in a meeting through the use of conference telephone, electronic video screen communication, or other communications equipment, to the extent permitted by law. Participation in a meeting through use of conference telephone constitutes presence in person at that meeting as long as all members participating in the meeting are able to hear one another. Participation in a meeting through use of electronic video screen communication or other communications equipment (other than conference telephone) constitutes presence in person at that meeting if (i) each member participating can communicate with all other members concurrently, (ii) each member is provided the means of participating in all matters before the Board including, without limitation, the capacity to propose, or to interpose an objection to, specific action to be taken, and (iii) the Corporation has adopted and implemented some means of verifying both that the person participating in the meeting is a trustee or other person entitled to participate in the meeting and that all actions of, or votes by, the Board are taken or cast only by the trustees and not by persons who are not trustees. Meeting agendas shall identify all location(s) from which members of the Board are participating in the meeting. The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

According to Brown Act (Gov't Code § 54953(b)(3)) requirements for teleconference participation:

- At least a quorum of the Board must participate from teleconferencing locations [within LAUSD's] jurisdiction.
- Each teleconference location must be identified in the notice and agenda of the meeting.

- Agendas must be posted at each teleconference location.
- Each location must be accessible to the public.
- The agenda must provide the opportunity for the public to address the Board directly at each teleconference location.
- All votes must be by rollcall.

#### Stakeholder Involvement

ACES is committed to engaging parents in their child's education. Over 30 years of research confirms the important role of parent involvement in student achievement. Parents are their child's first and life-long teachers and can influence their child's educational outcomes in powerful and long-lasting ways. The core belief that parents are our partners is the foundation for ACES' overarching policy on parent engagement and is reinforced through its Title I Parent Involvement Policy.

The California Department of Education requires that every Local Education Agency establish parent involvement policies for all schools, both non-Title I and Title I (EC Section 11504 and EC Section 11502). The Parents as Equal Partners in the Education of their Children (PAEP) policy created a taskforce to further explore and define a framework for parent engagement tools and programs. The PAEP Taskforce, with the participation of over 100 stakeholders, including parents from Title I schools, developed a common definition of parent engagement:

"Meaningful parental engagement is when schools see parents/guardians as equal partners in promoting student achievement and recognize parents' talents and skills as resources to promote children's educational development." --Parents as Equal Partners Taskforce

This definition of parent engagement fully embraces and supports all Title I mandates regarding parent involvement and reaffirms that effective parent engagement occurs at the school-level. The PAEP policy is in alignment with the California Framework for Parent Engagement (2012) as well as with the Title I Parent Involvement Policy herein.

A. Parent Involvement in the Policy Development Process

Pursuant to Title I, Part A, Section 1118(a) of the No Child Left Behind Act of 2001, The Accelerated Schools Title I Parent Involvement Policy was developed in collaboration with and approved by parents of Title I students.

Parents participate in the policy development and approval process through meetings that take place at the school site. The meetings yield important feedback on ways schools can improve parent involvement practices and identified how the schools can strengthen both school and parent capacity to foster trusting relationships that result in positive outcomes for students.

The following overarching recommendations were expressed by parents:

- Parents want help in strengthening their knowledge, understanding and navigation of the educational system and how they can better support their children's achievement and performance at school and at home.
- Parents recognize the key role that administrators and teachers play in ensuring effective
  parent engagement and recommend staff training to ensure successful implementation and
  accountability for parent engagement plans.
- Parents want school staff to be respectful, create a welcoming environment and value and acknowledge their contributions to their child's learning by inviting them into schools as visitors, volunteers, and equal partners in supporting their child's academic achievement.

- Parents want to receive information from schools on a timely, ongoing basis. They particularly
  want information impacting their child's learning, including the school's Title I program,
  expectations for English Learners (ELs) and students with special needs, volunteer
  opportunities, workshops/trainings and community resources available to their families.
- Parents want accessible parent centers that operate on a regular schedule; that have wellequipped facilities and quality staff that is welcoming of all parents, including working parents,
  disabled parents and newly-arrived immigrant parents; and that provide them with learning
  opportunities to assist them in supporting classroom and home learning (math, reading,
  homework, etc.).
- Parents want improved communication with schools. They seek timely information from schools that is clear and comprehensible, in the language that they understand and delivered in a variety of ways using both technology (phone, text, email, websites) and traditional modes of communication (letter, phone calls, etc.).

These recommendations above are integrated throughout this Title I Parent Involvement Policy and reinforce ACES' core belief that parents are our equal partners in ensuring the success of all students.

# B. Title I Parent Involvement Policy Requirements

Title I, Part A, Section 1118(a), requires that The Accelerated Schools Title I Parent Involvement Policy address six key mandates that describe the programs, trainings and practices ACES will provide to ensure meaningful parent involvement at all Title I schools.

Mandate 1: Involve parents in the joint development of its plan [The Accelerated Schools Program Improvement Plan] and the process of school review and improvement.

ACES will involve parents in the joint development of The Accelerated Schools' Program Improvement Plan by:

- Utilizing the School Based Council (SBC) and English Language Advisory Council (ELAC) as vehicles for parent participation in the annual development and review of ACES' Program Improvement Plan.
- ACES will issue the following directives, tools and trainings to ensure the school has the
  necessary information it need to effectively involve parents in the process of school review
  and improvement:
  - Provide school with operating guidelines and federal requirements for ACES and other school advisory committees. (e.g. SBC, ELAC, Safety Committee)
  - Provide school with direction and guidance on school-level parent involvement mandates, including the involvement of parents in the decision-making process for the allocation of parent engagement funds, as required by Title I.
  - Assist school and parents in identifying allowable school expenditures to support/bolster parent involvement in the school review and improvement process.
  - Assist parent in understanding the academic performance of their child's school and increases their ability to participate fully in the school improvement process.
  - o Provide school staff with tools and training to support meaningful and balanced parent participation on the School Based Council.

Mandate 2: Provide the coordination, technical assistance, and other support necessary to assist participating schools in planning and implementing effective parent involvement activities to improve student academic achievement and school performance.

To meet this mandate, ACES will provide technical assistance/training to school staff in the following areas:

- School Goals for Parent Engagement: Describe ACES' vision and establishes ACES' expectations for parent engagement.
- School-based teams (SBC and ELAC), comprised of parents, teachers, principals/administrators, other staff, and students that lead the school's effort in creating school-wide parent engagement plans, including the development of School-Parent Compacts, the school's Title I Parent Involvement Policy, Single Plan for Student Achievement, and other parent involvement activities linked to learning.
- Targeted support provided to schools undergoing periodic state and/or federal review of their parent engagement planning process.
- Training and tools provided to school staff to increase their capacity to engage, support and provide necessary information to parents of students with documented achievement gaps, ELs and students with special needs.

Mandate 3: Build the schools' and parents' capacity for strong parental involvement.

ACES will make available the following training, tools and programs:

- Parent Workshops: A collection of workshops/trainings that comprise the essential knowledge and skills all parents must have to support their child's learning in high school. Possible training areas include:
  - Preparing for school
  - Master Plan for ELs
  - Literacy/math home-based support
  - Common Core State Standards
  - A-G college preparatory requirements
  - o Student Academic Performance Data
  - Transition to middle and high school
  - Parents as advocates and leaders
  - Special Education programs
  - Creating learning environments at home
  - Supporting good attendance habits (includes promoting literacy, regulating TV time, supporting homework completion)
- Trainings that provides school staff, including but not limited to principals, teachers, front
  office staff, parent center staff and others, with knowledge and understanding that fosters
  meaningful and sustainable parent involvement. Key areas include:
  - o Parent involvement research and best practices
  - Creating welcoming environments
  - Engaging and expanding meaningful school volunteer programs
  - Informing parents of their rights and responsibilities and categorical/special programs such as Title I, EL and Special Education
  - Establishing effective advisory committees and councils at schools
  - Addressing parent concerns

- Engaging parents to support homework completion, good attendance habits, and creating learning environments at home that reinforce classroom learning
- Engaging and effectively communicating with parents, including working parents, disabled parents, newly arrived parents and non-English speaking parents

Mandate 4: Coordinate and integrate the parental involvement strategies described in this policy with parental involvement strategies under other programs, including the various 0-5 federal programs that prepare children for school and parents for their role in supporting their children's learning. To address this mandate, ACES will coordinate and integrate its parent engagement programs and trainings with those of other programs, including:

- Multilingual Academic Support, centered on informing parents of EL students of the ACES Master Plan for English Learners. Parents provide input on this plan.
- Special Education Department Support: This integration ensures the coordination of parent engagement strategies, programs, and goals among parents of Title I, EL and students with special needs.
- Technology Department: Coordination is centered on the technology department to develop, promote and train schools on web-based tools for parents that help support student achievement. Examples include PowerSchool, access to the ACES website, Free and Reduced Lunch applications, and school volunteer programs.
- Student Information Systems Department: Coordination is centered on ensuring the inclusion of parents in the development of and participation in key school performance indicators.
- Federal and State Education Programs: Coordination is centered on ensuring that federal and state parental involvement requirements, including the School-Parent Compact, School Parent Involvement Policy, and the Single Plan for Student Achievement, are met.

Mandate 5: Conduct, with the involvement of parents, an annual evaluation of the content and effectiveness of the parental involvement policy in improving the academic quality of ACES.

Title I schools, including identifying barriers to greater parent participation in activities authorized by this section (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background), and use the findings of such evaluation to design strategies for more effective parental involvement and to revise, if necessary, the parental involvement policies described in this section. To address this mandate, ACES will:

- Utilize parent involvement groups and the SBC and ELAC Committee's to examine the
  effectiveness of the parent engagement strategies and programs described in this policy on
  student achievement at Title I schools.
- Provide training and coaching to the SBC and ELAC committees to identify specific policy issues
  to be studied, design effective evaluation processes and utilize various data collection tools
  including surveys, site observations, interviews, etc.
- Use the findings and recommendations from surveys and committees to determine any necessary revisions of the policy annually.
- Consult with Title I parent involvement policy participants in determining how parent engagement funds are allotted to support the parent engagement programs, practices, and strategies contained in the policy.
- Promote the completion and results of the annual Parent Involvement Survey to capture parent feedback on school-level parent engagement experiences, programs and practices.

Mandate 6: Involve parents in the activities of Title I schools.

To address this mandate, The Accelerated Schools will:

- Ensure effective parent involvement at schools by growing schools' capacity to do the following:
  - Communicate effectively with parents
  - o Create welcoming, respectful environments for all parents
  - Provide learning opportunities for parents that grow their ability to support classroom learning, particularly in math and reading, homework completion and attendance
- Ensure parents are knowledgeable about the following:
  - o Parents' Bill of Rights and Responsibilities
  - Student and school performance data
  - School policies including the visitation policy, attendance policy and homework policy

The Accelerated Schools have demonstrated its commitment to parent involvement at the school and central levels through its policy for parent involvement, the School Goals for Parent Engagement in the LCAP and SPSA, the Parent Compact, and various surveys. The programs and practices described in this policy provide further affirmation of this commitment, and adherence to it will build school and parent capacity in fostering meaningful school-home partnerships to bolster student achievement.

# Role of parents and staff in the governance of the school

One parent from ACES has a seat on the Accelerated Schools Board of Trustees, three ACES parents have voting positions on the ACES School Based Council (SBC), at least two parents have voting positions on the ACES English Language Advisory Council (ELAC), and at least one ACES parent is a member of the School Safety Committee.

Note that the ACES SBC serves as the School Site Council for ACES.

Parents and staff have an open invitation to the board meetings, SBC meetings, and ELAC meetings. To inform parents and staff, board meeting agendas and SBC agendas are posted inside and outside of the school as well as on the schools website at least 72 hours in advance of the meeting. The board meeting, SBC meeting, ELAC meeting, and Safety Committee meeting dates and times are also provided to parents in the School's Parent Reminder.

#### Consultation of Stakeholders in developing LCAP and Annual Update

Parents and teachers are given an LCAP stakeholder survey at least twice per year. Students are given an LCAP survey at least once a year. The parents, students, and teacherson the SBC and ELAC committees provide input throughout the school year and provide feedback to help direct the goals, actions and services included on the LCAP. The annual update is reviewed and discussed throughout the year with the SBC and ELAC committees as well as during bi-monthly parent meetings. Parents will also have the opportunity to review and discuss the LCAP during Coffee with the Principal every other month.

Consultation of parents and teachers regarding the school's educational program
The Single Plan for Student Achievement (SPSA) and LCAP documents are reviewed and discussed through the SBC committee with parents, students, teachers, and administration. Surveys are provided to parents, students, teachers, and other staff to gain input regarding the educational programs at the school site.

#### **School Website**

Key documents and information are shared on the school's website for all stakeholders to access including: the schools' parent involvement policy, SBC and ELAC meeting agendas and meeting minutes, board meeting agendas and meeting minutes, and the Parent/Student handbook.

# **Composition of Committees**

School Based Council: Principal, 1 Classified Staff member, 4 teachers, 3 parents, 3 students English Language Advisory Council: Parents of English Learners (must compose at least the same percentage on the committee as percentage of Els at the school), other staff members (teachers, administrators, other parents, students, etc.) as long as the minimum percentage of English Learner parents is met

Safety Committee: at least one parent, one instructional staff member, one classified staff member, and an administrator

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

## **Employee Positions and Job Descriptions**

**Major Executive Positions:** Chief Executive Officer (CEO), Chief Financial Officer (CFO), Director of Curriculum and Instruction

Administrative/Managerial Staff: Principal, Assistant Principal, Administrative Coordinator, Office

Manager

Certificated Staff: Teacher, Substitute Teacher Instructional Support Staff: Instructional Assistant Classified Staff: Office Clerk, Campus Aide, Custodian

#### **TAS CEO**

# **Qualifications**

- Bachelor's degree required, MBA or advanced degree(s) preferred
- experience in a managerial business position 10+ years
- Experienced fundraiser
- Strong business background
- Experience building networks and strategic partnerships
- Able to manage government relations with City of LA, School District and California Department of Education
- Results-driven personality with a skill for leading and motivating
- Strong ability to organize effectively, delegate responsibility and solve problems quickly
- Ability to manage time effectively and handle both internal and external conflicts

- Ability to prioritize, delegate and oversee multiple departments
- Strong oral and written communication skills; comfortable with public speaking
- Visionary

#### **Job Description**

The Accelerated Schools (TAS) Chief Executive Officer (CEO) is responsible for the effective operation of TAS Community of Schools, general administration of all instructional, business or other operations of the Schools, and for advising and making recommendations to The Accelerated Schools Board (hereafter 'the Board') with respect to such activities. He/she shall perform all the duties and accept all the responsibilities as prescribed below, by the Board.

# 1. 1 Primary Activities

The CEO shall possess the following powers and be charged with the following duties:

- A. To be the principal representative of WAHS, with the right to speak on all matters before the Board, but not to vote
- B. To enforce all provisions of law and all rules and regulations relating to the management of the schools and other educational, social and recreational activities under the direction of the Board.

# 2. Responsibilities

- A. Keep the Board informed of the condition of WAHS' educational program(s), assure effective communication between the Board and the staff of the school system. Relay all communications by the Board regarding personnel to WAHS employees and receive from all school personnel any communications directed to the Board.
- B. Prepare the agenda for Board meetings, in consultation with the Board President. Prepare and submit recommendations to the Board relative to all matters requiring board action, placing before the Board such necessary and helpful facts, information, and reports as are needed to insure the making of informed decisions.
- C. Submit to the Board a clear and detailed explanation of any proposed procedure that would involve either departure from established policy or the expenditure of substantial sums.
- D. Develop and recommend to the Board objectives of the WAHS educational program(s) and see to the development of internal objectives which support those of the Board.
- E. Develop and recommend to the Board long-range plans consistent with population trends, cultural needs, and the appropriate use of WAHS facilities, and see to the development of long-range plans which are consistent with Board objectives.
- F. See to the development of specific administrative procedures and programs to implement the intent established by Board policies, directives and formal actions.
- G. Oversee the execution of all decisions of the Board.
- H. Ensure that sound plans of organization, educational programs and services are developed and maintained for the Board.
- I. Maintain adequate records for the schools, including a system of financial accounts, business and property records, personnel records, school population and scholastic records. Act as custodian of such records and all contracts, securities, documents, title papers, books of records, and other papers belonging to the Board.

- J. Be directly responsible for news releases and/or other items of public interest emanating from all WAHS employees that pertain to educational matters, policies, procedures, school related incidents or events. Approve media interviews of this nature with WAHS employees.
- K. Provide for the optimum use of WAHS staff. See that WAHS is staffed with competent staff who are delegated authority commensurate with their responsibilities. Define the duties of all personnel.
- L. Ensure that staff training is conducted. Summon employees of WAHS to attend such regular and occasional meetings as are necessary to carry out the educational programs of WAHS.
- M. Prior to action by the Board, recommend the appointment, discipline or termination of employment of WAHS administrators.
- N. Prior to action by the Board, recommend the appointment, discipline or termination of employment of teaching and non-teaching WAHS personnel.
- O. Oversee the development of high standards of performance in educational achievement, use and development of personnel, public responsibility, and operating efficiency.
- P. Maintain effective relationships with employee organizations and assume ultimate responsibility for collective negotiations with WAHS employees.
- Q. Oversee the development, authorization, and the maintenance of an appropriate budgetary procedure is properly administered. Prepare the annual proposed budget and submit it to the Board by March 1 or at such earlier date as is necessary to provide an adequate opportunity for the Board's discussion and deliberation.
- R. See that all funds, physical assets, and other property of the District are appropriately safeguarded and administered.
- S. File, or cause to be filed, all reports, requests and appropriations as required by various governing bodies and/or Board policies.
- T. Establish and maintain liaison with community groups which are interested or involved in WAHS educational program(s).
- U. Establish and maintain liaison with other schools, Los Angeles Unified School District, colleges and universities, the California Department of Education, and the U.S. Department of Education.
- V. Act on own discretion in cases where action is necessary on any matter not covered by the Board policy or directive. Report such action to the Board as soon as practicable and recommend policy in order to provide guidance in the future.

# 3. Primary Relationships

The superintendent observes and conducts the following relationships:

#### A. The Accelerated Schools Board

- i. As chief executive officer, be accountable to the Board for the administration of the educational system and for the interpretation and fulfillment of the aforesaid functions, primary activities and responsibilities.
- ii. Attend, or have a representative attend, all meetings of the Board.
- iii. Represent WAHS as the chief executive officer in dealings with other school systems, professional organizations, business firms, agencies of government and the general public.
- iv. The CEO reports directly to the TAS Board of Trustees who has the ultimate responsibility for developing strategies for financial balance in making policy level decisions. The CFO in

conjunction with the CEO drive this process on a daily basis and must constantly focus on financial sustainability, balance and maintaining a long-term perspective.

#### B. Administrators

- i. Hold regular meetings with WAHS Principals and all other administrators to discuss progress and educational problems facing WAHS.
- ii. Direct the operations and activities of administrators; see that they effectively guide and coordinate WAHS operations and activities; secure their assistance in formulating internal objectives, plans and programs; evaluate their job performance; and stand ready at all times to render them advice and support.
- iii. Approve the vacation schedules for administrators; and be personally responsible for all evaluations of administrators.

#### C. Others

- i. Work with other WAHS employees and advisors, including auditors, architects, attorneys, consultants and contractors.
- ii. Hold such meetings with teachers and other employees as is necessary for the discussion of matters concerning the improvements and welfare of the schools. Represent WAHS in collective negotiations with recognized or certified employee organizations.
- iii. Attend, or delegate a representative to attend, all meetings of municipal agencies or governmental bodies at which matters pertaining to WAHS and/or charter schools appear on the agenda.
- iv. Represent WAHS before the public, and maintain, through cooperative leadership, both within and without WAHS, such a program of public relations as may keep the public informed as to the activities, needs and successes of WAHS.
- v. Receive all complaints, comments, concerns and criticisms regarding the operation of WAHS from the public, employees of WAHS, students and Board members.

# Chief Financial Officer Qualifications

As a key member of the Executive Management team, the Chief Financial Officer will report to the CEO and assume a strategic role in the development and management of our high performing charter schools. We seek a hands-on CFO who is seasoned, and detail-oriented with primary responsibility for all accounting, budgeting, financial reporting, payroll, compliance, data and negotiations.

- MBA/CPA preferred
- At least seven years of overall professional experience in financial and operations management
- Understanding of GAAP guidelines and internal controls
- Demonstrated leadership and skills in strategic thinking/planning, as well as ability to step in and perform all required tasks
- Experience in all facets of the accounting cycle from the transactional level to month-end and annual close and a track record of building sustainable financial systems and processes, as well as demonstrated experience in financial planning and analysis
- Strong analytical problem solving and organization skills

Interest and commitment to high-quality education servicing disadvantaged communities

# **Job Description**

- Lead and oversee the day-day-management of all aspects of Finance Operations including Accounting, Cash Management, Financial Planning, Internal Controls, Compliance, External Audits, Payroll, Inventory Control and Procurement
- Develops knowledge of all public revenue sources, how funding is determined and spent, and keep up to date with all Federal & State regulations to ensure compliance
- Develops and monitors financial budgets, enforcing accountability, suggesting corrective action and communicating potential financial risks
- Oversee day-to-day accounting practices, and ensure that month-end close is efficient, timely, and accurate.
- Provides management and Board of Trustees with organization's financial status and helps assist with both short and long term financial strategies and goals for the organization
- Participates in Board of Trustee meetings including meeting with the Finance and Auditing committees.
- Works with Board of Trustees on risk management issues including insurance and legal compliance
- Primary responsibility working with external CPA's on annual audit and addressing any findings or exceptions in reporting or internal controls.
- Prepares reports required by regulatory agencies and LAUSD.
- Updates and monitors Fiscal Policy and Procedures to align with current practices.
- Establishes relations with banks and other financial institutions
- Supervises Fiscal Service staff and other corresponding departments
- Other related duties as assigned

# Director of Curriculum and Instruction Qualifications

Minimum qualifications include: at least 2 years of prior experience as a Principal,
 Assistant Principal, Head of School, or equivalent; at least 2 years' experience as a teacher;
 at least 2 years of experience working in Title I schools; demonstrated leadership in
 providing professional development to administrators, teachers, and other staff; and proof
 of working collaboratively with parents and staff. Administrative Services credential
 preferred but not required.

#### Job Description

- Support the instructional coaches and administrators in the coordination of developing schoolwide instructional goals, objectives, and assessment instruments, and systems of monitoring the implementation of District and site staff development
- Support the planning, implementation, and evaluation of instructional programs with teachers and principals, including learning objectives, instructional strategies, and assessment techniques
- Assist in providing protocols for observing and providing feedback to teachers
- Assist in creating a process for debriefing with teachers regarding their lesson delivery
- Identify professional development opportunities

- Provide additional oversight and support to instructional coaches at the K-8 and 9-12 levels
- Meet with instructional coaches and Principals on an ongoing basis
- Identify new curriculum needs
- Work with principals to identify "collective commitments" or deliverables related to classroom instruction
- Support Leadership committee's in areas related to curriculum and instruction
- Assist in the budget as it relates to curriculum, instructional resources/materials & interventions
- Assist in the development of curriculum & instructional goals
- Collaborate with site administrators (Principals, AP's, Instructional Coaches) to plan and coordinate academic support programs provided during school, after school, and in summer school
- Provide support during Charter Oversight Visit
- Support with the formal evaluations of the instructional coaches
- Manage the planning process to select instructional materials and equipment
- Keep current with state academic content standards, benchmarks, and indicators
- Observe in classrooms and provide feedback
- Obtain and use evaluative findings, including student achievement data to examine curriculum/instructional program effectiveness
- Monitor the efficacy of instructional interventions that support continuous and measurable improvements in student achievement
- Serve as an active member of the administrative team
- Articulates a clear philosophy and shared vision of learning
- Uphold board policies and implements administrative guidelines/procedures
- Promote the district's mission, philosophy, and vision
- Develop the Local Educational Agency Plan (LEA Plan) and the Local Control Accountability Plan (LCAP) in collaboration with administrators, teachers, parents, school leadership teams, and community stakeholders
- Support and coordinate strategic planning efforts for the school sites to ensure program equity, continuous improvement, and student achievement for all students
- Support schools in program implementation and improvement. Oversee and assist in planning, developing, and implementing all Single School Plans for Students Achievement (SPSA). Review all plans ensuring alignment with the LEA plan, LCAP and SPSA.
- Effectively utilize all forms of valid data to track student progress in the aggregate and by subgroup. Evaluate the effectiveness of categorical programs.
- Develop Goal 2 Title III Plan and EL Master Plan to provide highly qualified service and best instructional practices to English learners
- Prepare and present written reports to the governing school board and deliver recommendations as necessary
- Direct, conduct and coordinate professional development
- Supervise the requisition of equipment, materials and supplies for categorical programs
- In collaboration with site principals, observe classroom instruction to assess curriculum implementation, student performance and program effectiveness
- OARS Coordinator
- Provide OARS trainings to staff and admin.
- Gather and analyze K-12 classroom performance data OARS & CAASPP
- Prepare student data reports

- Present student data to CEO and principals
- Attend data articulation meetings and provide support
- Oversee student blueprint testing process OARS
- Create targets/goals for academic performance
- Support Leadership committee's in areas related to student data and interventions

# **Description of an ACES Staff**

The employees of ACES will be a group of professionals committed to the education of all children. The guiding principles of the Accelerated Schools Model demand that we involve students in rich, meaningful learning experiences which will encourage them to become lifelong learners. To fully implement this program, all staff members must be equally committed and actively involved in the planning, performance, implementation, and evaluation of the instructional program and school operations.

# **Key Job Descriptions**

#### **Teacher Qualifications**

All teachers must have a valid California teaching credential authorizing instruction for English language development; teachers who are out of state and do not hold an approved English Learner authorization or for California prepared teachers who earned a Ryan or Standard teaching credential must obtain the CLAD authorization by examination or approved coursework prior to employment or apply for an Emergency CLAD Permit. The Charter School will meet all requirements for employment set forth in applicable provisions of law. BCC or BCLAD or BASP required for instruction for primary language development in the language of Spanish.

#### **Teacher Job Description**

- Provide a rigorous, project-based and caring learning environment for inner-city students that
  enable students to master the California Common Core State Standards and develop as
  confident, courageous citizens prepared to succeed at the university of their choice upon high
  school graduation.
- Use of effective instructional and intervention strategies to meet the academic and social needs of students that are measurable on state standards tests and other assessments.
- Collaboratively design and implement assessments that measure progress towards academic standards using data to refine curricula and inform instructional practices.
- Serve as a positive role model at all times, implement school's Positive Behavior Plan along with restorative justice practices
- Commitment to continuous learning and professional development.
- Work collaboratively and respectively with staff, parents, and community stakeholders.

# **Principal Qualifications**

# Qualifications

- Administrative Services credential preferred but not required
- Demonstrated a minimum of 2 years of administrative or related experience at the school level and a minimum of 2 years teaching
- Intermediate Spanish language fluency desired
- Master's Degree preferred
- Passionate about working with inner city students' and families.

# **Principal Job Description**

- Support and work in context of the professional learning community established by the staff and assistant principal of the school.
- Assume responsibility for instruction and curriculum in conjunction with the assistant principal.
- Maintain responsibility of issues relating to curriculum, effective pedagogical strategies, and assessment.
- Maintain positive, effective and relevant communication with all stakeholders that support and facilitate professional growth and development.
- Provide quality control over curriculum and instruction, including but not limited to professional development, coaching activities, academic programs and instructional components.
- Promote data driven instruction through professional development, observation, action plans, and evaluation.
- Assume responsibility for the safety and supervision of students as well as campus security.
- Work with the support staff on issues related to student absences, health and wellness.
- Supervise student activities; coordinates and administers student incentive and recognition activities.
- Assist the assistant principal with testing, assessment coordination and tracking results.
- Visit classrooms and participates in the evaluation of teachers and other staff members.
- Assist in the orientation, instructional planning and delivery, and supervision of new teachers.
- Develop and assist in the development and enforcement of school policies and procedures.
- Initiate and support communication with and among teachers, parents, students and the community.
- Engage in regular teacher informal observations and feedback meetings.
- Proficient in Common Core Standards training, implementation, and leading professional development.
- Oversee and participate in all aspects of curriculum design and instruction that enables students to master the California State Standards and develop as confident,

- courageous citizens prepared to succeed at the university of their choice upon high school graduation.
- Promote hands-on, rigorous, cooperative & project-based learning throughout the school community and provide hands-on guidance to teachers as they create and implement the ACES dual language enrichment program.
- Lead and develop Special Education and EL programs that comply with all federal, state and local regulations.
- Work with teachers to create and use multiple sources of data to develop a plan for the improvement of student achievement.
- Recruit, hire, train, evaluate, and work to retain high quality staff.
- Create a positive work environment where staff, students, and parents feel enthusiastic about the school.
- Engage parents and community members to participate and contribute to the school's vision.

# **Assistant Principal Qualifications:**

- Minimum of one year educational, operational and instructional leadership experience and 2 years teaching experience.
- Administrative Services Credential and Masters in Education preferred
- Excellent communication and interpersonal skills, bi-literate in Spanish and English
- Strong computer/technology skills.
- Commitment to collaborate with teachers, students and parents to facilitate student's academic, social, and emotional success.
- A track record as a successful educator and interest/background in Charter School Education and School Reform.

#### **Assistant Principal of Curriculum and Instruction Job Description**

- Support and work in context of the professional learning community established by the staff and principal of the school.
- Assume responsibility for instruction and curriculum in conjunction with the Principal.
- Maintain responsibility of issues relating to curriculum, effective pedagogical strategies, and assessment.
- Maintain positive, effective and relevant communication with all stakeholders that support and facilitate professional growth and development.
- Provide quality control over curriculum and instruction, including but not limited to professional development, coaching activities, academic programs and instructional components.
- Promote data driven instruction through professional development, observation, action plans, and evaluation.
- Assume responsibility for the safety and supervision of students as well as campus security.
- Work with the support staff on issues related to student absences, health and wellness.
- Supervise student activities; coordinates and administers student incentive and recognition activities.
- Assist the Principal with testing, assessment coordination and tracking results.
- Visit classrooms and participates in the evaluation of teachers and other staff members.
- Assist in the orientation, instructional planning and delivery, and supervision of new teachers.
- Develop and assist in the development and enforcement of school policies and procedures.

- Initiate and support communication with and among teachers, parents, students and the community.
- Engage in regular teacher informal observations and feedback meetings.
- Proficient in Common Core Standards training, implementation, and leading professional development.
- Oversee and participate in all aspects of curriculum design and instruction that enables students to master the California State Standards and develop as confident, courageous citizens prepared to succeed at the university of their choice upon high school graduation.
- Promote hands-on, rigorous, cooperative & project-based learning throughout the school community and provide hands-on guidance to teachers as they create and implement the ACES dual language enrichment program.
- Lead and develop Special Education and EL programs that comply with all federal, state and local regulations.
- Work with teachers to create and use multiple sources of data to develop a plan for the improvement of student achievement.
- Recruit, hire, train, evaluate, and work to retain high quality staff.
- Create a positive work environment where staff, students, and parents feel enthusiastic about the school.
- Engage parents and community members to participate and contribute to the school's vision.

#### **Administrative Coordinator Qualifications**

- Minimum of one year educational, operational and instructional leadership experience and 2 years teaching experience preferred
- Administrative Services Credential and/or Masters in Education preferred
- Excellent communication and interpersonal skills, bi-literate in Spanish and English
- Strong computer/technology skills.
- Commitment to collaborate with teachers, students and parents to facilitate student's academic, social, and emotional success.
- A track record as a successful educator and interest/background in Charter School Education and School Reform.

### **Administrative Coordinator Job Description**

- Work with teachers and principal to coordinate and implement school wide state-mandated testing
- Manage school wide testing and assessment data and serve as site testing coordinator including training of staff
- Serve as director of our ASES (After School Safety & Education Program) including managing the budget
- Provide a caring and constructivist learning environment for inner city students that enables students to master the California CCSS and develop as confident, courageous citizens prepared to succeed at the university of their choice upon high school graduation
- Serve as a positive role model, work with students in small groups and 1-1 to provide socialemotional support
- Provide training in Restorative Justice, PBIS, and organize/manage the Scholar Store schoolwide incentive program

- Work collaboratively with staff and parents as well as providing community resources
- Serve as the Homeless and Foster Student Liaison
- Support Principal with monitoring of English Learners, reclassification process, yearly updating of ELD portfolios

# **Office Manager**

#### Qualifications

- Ability to read, write and speak in both English and Spanish in a professional setting
- Knowledge of grammar, spelling, punctuation and idioms used in both English and Spanish
- Computer literate
- Basic clerical skills such as answering phones and operating office machines
- Excellent customer service skills; must have a courteous and positive attitude
- Ability to work with others as a team
- Great multitasking and organizational skills

# **Job Description**

Performs a variety of staff duties to relieve an administrator of details relative to clerical procedures and methods or other areas of the business operations of the organization. Plans, organizes, directs, and reviews a variety of clerical activities and exercises independent judgment in making decisions pertaining to the Main Office. Fosters a positive and welcoming atmosphere at the Main Office.

- Communicate and manage staff attendance (attendance cards, time sheets, leaving early form, daily attendance email).
- Coordinate school events and activities (need specifics from principals).
- Schedule school facilities usage.
- Maintain the master calendar.
- Clerical services (answering phones, copying, distributing communications, typing and computer use).
- Provide accurate and timely communication to all school stakeholders. Dispense pertinent information and direction to students, parents, staff, and visitors.
- Plan, organize, and review the work of clerical staff engaged in the preparation of a variety of communications.
- Manage and oversee lottery/enrollment waiting list.
- Oversee processing of supply requests.
- Translate various forms of communication.
- Arrange substitute coverage.
- Collaborate with administrators regarding forms that will be useful to streamline office procedures.
- Welcome and direct visitors to the appropriate department/person.
- Supervise and support the office staff who help support these functions.
- Serve as the school's administrative assistant.

# **Office Clerk**

Performs a variety of staff duties to support the Office Manager relative to clerical procedures of the organization.

#### Qualifications

Must have the ability to read/write/speak in Spanish. Must maintain good verbal/written communication amongst staff and customers.

# Job Description

- Greet and provide customer service.
- Operate phone systems and office equipment.
- Data entry into various databases including PowerSchool; print reports from various databases.
- Type and prepare documents; mass copying/mailing.
- Create, maintain, review and organize files, forms, reports, etc. for various school functions including student records and attendance.
- Support and assist with the admission and enrollment process.
- Execute school supplies (order, inventory and distribution).
- Administer first aid and medication.
- Assist with substitute teacher coverage.
- Assist in preparing for meetings/events.
- Assist with translation/interpretation (English/Spanish).
- Participate in trainings/workshops and professional development.
- Follow school policies and procedures.

# **Instructional Assistant**

Instructional Assistants provide in classroom support to teachers. All instructional assistants will meet any requirements as made necessary by state or federal legislation. All Instructional Assistants are reflected in the budget.

# Qualifications

Instructional Assistants must have a high school diploma or GED and have the following requirements: Have 60 semester or 90 quarter units from a recognized college or university and pass a proficiency test OR

Have an associate degree from a recognized college or university or pass the LAUSD Instructional Assistance Test and District Proficiency Test

# **Job Description**

- Provide instructional support to students in a specialty area of expertise under the guidance and direction of the Assistant Principal.
- Use knowledge of reading, the reading process and mathematics to support individual and small groups of students in areas such as oral language development, phonemic awareness, phonics, fluency, vocabulary, comprehension, math, etc.
- Work with individual students one-on-one or in small groups and assist them with reading
  lessons and instructions using provided core-curriculum materials and explicit systematic
  phonemic awareness and phonics lesson plans as directed and according to teacher's lesson
  plans.

- Conduct guided reading sessions and guide students through comprehension and writing activities to reinforce strategies and skills.
- Participate in regularly scheduled collaborative planning sessions and continuously review assessment data.
- Correct student papers and/or advise students regarding improvement of work products.
- Incorporate behavior modification methods and school's Positive Behavior Support plan when needed.
- Provide an educationally motivating environment.
- Organize and maintain instructional materials and files.
- Provide detailed feedback about student progress to the Assistant Principal and teacher.
- Attend meetings and trainings as required.

#### **Campus Aide**

Assists in the supervision of the campus. Establishes and maintains cooperative and positive working relations with students, teachers, administrators and parents.

#### Qualifications

- Experience in working in early childhood and racially diverse communities.
- Inspire, counsel and instruct students to facilitate academic, social and emotional success.
- Ability to supervise campus areas.
- Knowledge of health and safety aspects of playground supervision.
- Establish and maintain cooperative and positive working relations with students, teachers, administrators and parents.
- Understand and follow oral and written instructions.
- Be consistent in application of school policies.
- Must be First Aid and CPR certified.
- Employment contingent upon clearance of background check and TB.
- Bi-literate in Spanish and English preferred.

# Job Description

- Provide a caring and constructivist learning environment for inner city students that enables students to master the California Common Core Standards and develop as confident, courageous citizens prepared to succeed at the university of their choice upon high school graduation.
- Supervise hallways, walkways, restrooms and all playground areas.
- Supervise students during recess, lunch and free play times.
- Supervise main entrance during student pick up and monitor sign in and out area.
- Distribute newsletter and weekly school information during student pick-up times.
- Assist in the supervision of students in the classroom as needed.
- Assist in the distribution of snacks and direct students during snack time.
- Responsible for all equipment, supplies, and cleanliness of program areas including special projects and lunch/snack areas.
- Check and re-stock bathroom supplies throughout the day as needed.
- Involve children in all program activities.

- Exhibit respectful, positive, and helpful behavior to children, staff, parents/guardians, and community members.
- Report to Assistant Principal or Administrative Coordinator any behavioral concerns and/or incidents involving children in the program.

#### Custodian

# Qualifications

Performs custodial tasks efficiently. Ability to follow written and oral instructions. Work effectively alone or as a team.

# **Job Description**

- Assist with the setup of facilities for meetings, classrooms, events, etc.
- Arrange furnishings and equipment for the purpose of providing adequate preparations for meetings, classroom activities and special events.
- Clean, dust, and wipe furniture; sweep, mop, or vacuum floors; empty/clean wastebaskets and trash containers; empty and refill restroom dispensers in assigned school facilities (e.g. classrooms, offices, restrooms, multipurpose rooms, grounds, etc.) for the purpose of maintaining a sanitary, safe and attractive environment.
- Wash accessible interior and exterior windows. Clean blinds.
- Use and maintain assigned power equipment and hand tools: vacuums, brooms, mops, and squeegees for the cleaning and general maintenance of floors, walls, carpets, furniture, etc.
- Wash walls and equipment; use ladders when required in work assignments.
- Lock and unlock assigned buildings/classrooms: secure building when facilities are not in use checking for unlocked doors and windows, report any unauthorized occupants, turn off lights.
- Significant lifting, carrying, pushing, and/or pulling; some climbing and balancing; significant stooping, kneeling, crouching, and/or crawling; and significant fine finger dexterity.
- Follow instructions regarding the use of chemicals and supplies; use as directed.
- Attend in service training (e.g. blood borne pathogens, cleaning solvents, floor care, first aid, etc.) for the purpose of receiving information on new and/or improved procedures.
- Attend safety meetings and other related meetings.
- Handle recycling materials.
- Call in work orders.
- Safely operate all job-related equipment.

# **Day-to-Day Substitute Teachers**

ACES will establish and maintain a list of qualified substitutes who will be contacted as needed and pull from vendors as necessary. All substitute teachers of core and college-preparatory classes will, at a minimum, have passed all CBEST sections and a valid <u>30-Day</u> Substitute Teaching Permit

# Element 6: Health and Safety Procedures

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

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

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

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

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

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

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

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

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

# FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

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

# CRIMINAL BACKGROUND CLEARANCES AND FINGERPRINTING

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

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

# **IMMUNIZATION AND HEALTH SCREENING REQUIREMENTS**

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

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

#### SAFE PLACE TO LEARN ACT

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

# SUICIDE PREVENTION POLICY

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

The entire school community of ACES will work together to provide a safe school environment for its students. ACES will adhere to all required health and safety regulations, including those relating to emergency procedures.

#### **Custodian of Records**

The Director of Human Resources serves as The Accelerated Schools Custodian of Records and is responsible for the criminal background check of all employees before employment and will serve as the primary contact for the California Department of Justice requirements.

# **Reporting Child Abuse and Alleged Improprieties**

Procedures for reporting child abuse, acts of violence, and other improprieties will be adhered to as mandated by federal, state, and local agencies. During the hiring process, all employees are made aware of these requirements.

#### **Sexual Harassment**

Sexual Harassment is not tolerated and during the professional development week prior to the start of every academic year all of the ACES staff is informed about the school's sexual harassment policy. All Managers at The Accelerated Schools (ACES, TAS K-8, WAHS) participate in yearly training provided by ASCIP insurance.

ACES will help ensure a workplace free of sexual harassment by providing regular trainings to all staff and students. Additionally, all staff and students will be notified of the Uniform Complaint Procedures. Uniform complaint procedures are posted in public areas as well as on the ACES website convenient for staff, students and parents. Reports of harassment will be investigated appropriately following the established uniform complaint procedures.

#### **Food Services**

The State approved the National School Lunch Program, and so the Directly Funded Charter School directly receives reimbursements for meals served and makes the appropriate claims to the State. Currently, ACES has a full functioning cafeteria that provides all the meals for all the students on this site. All students are offered breakfast before school and during their nutrition break. All students are offered lunch during the afternoon break. In addition, ACES is currently participating in the supper program, offering teens and children 18 years and under the opportunity to have a meal after school.

#### **Wellness Policy**

Per the Healthy, Hunger-Free Kids Act of 2010, The Accelerated Schools (TAS) developed and implements a local school wellness policy. Substantial research demonstrates a clear connection between nutrition, physical activity and learning. At The Accelerated Schools (TAS) we acknowledge that healthy, well-nourished children are more prepared to learn, more likely to attend school, and able to take advantage of educational opportunities.

Of those TAS students, parents, teachers and staff surveyed:

- 98% agree that it is important to build a healthy school environment in order to introduce and reinforce for students' healthy habits that will last a lifetime;
- 95% of the surveyed community agree that it is important for staff and parents to set a positive example for students through the foods they choose;
- 83% define "healthy" foods as those served in moderate portion sizes, 75% as those low in sugar, 70% as low fat and no packaged "junk" foods;
- 92% believe that only "healthy" foods that fit the criteria listed above should be sold in the

cafeteria, while 72% believe they should be the only foods sold in the student store;

• 77% believe that TAS should sell only "healthy" foods on campus.

We also recognize that physical activity can also have a positive impact on student achievement. Schools that offer intense physical activity programs see positive effects on academic achievement, including increased concentration, improved mathematics, reading and writing test scores, and reduced disruptive behavior, even when physical education reduces the amount of time spent on academics.

TAS is committed to establishing policies and programs that encourage our students to develop and sustain healthy eating and physical activity habits. As such, we have adopted a Wellness Policy to help students attain full academic potential and optimal health by providing the skills, social support and environmental reinforcement necessary to adopt lifelong, healthy eating and physical activity habits. This policy is developed with TAS teachers and staff, based on the feedback of student, parent, teacher and staff surveys and discussion groups.

#### **Wellness Team**

The Wellness Team has been formed to ensure the creation and maintenance of a school environment that supports healthy lifestyle choices. It is comprised of concerned parents, teachers, staff and students.

#### **Special Events and Festivals**

TAS supports special classroom events such as birthday, cultural and other celebratory parties. Staff and parents are urged, however, to keep portions moderate and teach students that treats are appropriate in reasonable amounts for special occasions, and not every day.

All students in grades 1-12 will receive daily physical education (or its equivalent of 200 minutes/ten days for grades 1-6, and 400 minutes/10 days for grades 7-12) for the entire school year. All students in Kindergarten will receive physical education for 100 minutes/ten days.

A process to review and revise the Wellness Policy was started in August 2017. A series of meetings open to parents, students, teachers, and administrators were held to go over the policy and suggest changes to improve it. The new policy with the suggested changes needs to be reviewed by the administrative team, the TAS Board, and then be voted on by the school community, and will be completed by June 2018 or sooner. The current Wellness Policy is available in our Main Office or on our school website (http://www.accelerated.org/family-resources/food-services/)

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

# 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 to achieve the District's Racial and Ethnic Balance goal. Charter School shall monitor the implementation and outcomes of the initial plan, and modify it as necessary throughout the term of the Charter to achieve the District's goal. Upon request, Charter School shall provide the District with a copy of its current written plan.

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

# **Court-Ordered Integration**

#### **Outreach Efforts and Student Recruitment**

ACES makes diligent efforts to recruit students of various racial and ethnic groups so as to achieve a balance that is reflective of the general population residing within the territorial jurisdiction of the District in order to achieve and maintain the LAUSD Racial and Ethnic Balance goal of a 70:30 or 60:40 ratio. Recruitment includes publicizing our instructional program, hosting Open House and Orientation each year from January to March, providing tours of the school, and speaking to interested parents.

ACES will actively seek to achieve a racial and ethnic balance among its pupils that reflects the general population residing within the district/county jurisdiction. Outreach meetings will be held in several locations of the target area in order to ensure all students in the area have an opportunity to attend the school. Open houses and Back to School nights will be conducted on a regular basis during the school year as well.

ACES will work with local organizations, such as neighborhood churches, youth programs, community groups, park and recreation departments, playgrounds, and small businesses, each of which will be approached to gain informal feedback and interest in the school's mission. Recruitment includes publicizing our instructional program, providing tours of the school, and speaking to interested parents.

The school will develop promotional and informational materials (i.e. school brochure, flyers, and advertisements for local media) that are easily transmittable to all of the various racial and ethnic groups represented in the district. Promotional and informational materials will be distributed in a variety of community settings to a broad range of community groups, agencies, neighborhood youth organizations, social service providers, churches, grocery stores, public libraries, and legislators that serve the various racial, ethnic and interest groups represented in the district. ACES will maintain a web site that allows parents and students to learn about the school. The School will also maintain a presence on various lists of charter schools that prospective parents utilize, including those provided by the California Charter Schools Association and the Los Angeles Unified School District. The School will maintain a presence on various lists of charter schools that prospective parents utilize, including those provided by the California Charter Schools Association and the Los Angeles Unified School District.

ACES will maintain an accurate accounting of ethnic and racial balance of students enrolled in the school. It will also keep on file documentation on the efforts the school made to achieve racial and ethnic balance.

# **Geographic Target Area**

ACES is located on the Main Street Corridor and is at the corner of Martin Luther King Blvd. and Main Street in South Los Angeles. The students recruited and who will attend, a majority will be from this area.

# **Outreach Languages**

ACES currently produces recruiting materials in English and Spanish. These are the two major representative languages of the school's target area.

# **Element 8: Admission Requirements**

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

# DOCUMENTATION OF ADMISSIONS AND ENROLLMENT PROCESSES

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

# **HOMELESS AND FOSTER YOUTH**

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

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

# **NON-DISCRIMINATION**

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

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

### **Admission Requirements**

ACES does not implement any special requirements for student admission and/or enrollment beyond compliance with age and California residency requirements.

#### **Student Recruitment**

ACES primarily recruits students from the neighborhood in which it is located. The student population is largely socio-economically disadvantaged (as defined by eligibility for free or reduced-price meals). There are also a significant number of English language learners in the local community. The traditional public schools in the surrounding area have low achievement profiles. ACES welcomes all students including those with disabilities. Recruitment includes publicizing our instructional program, providing tours of the school and speaking with parents.

#### **Admission Priorities**

In the event there are more youth seeking enrollment at ACES than there is space available, students will be admitted according to the following priorities:

### **Lottery Exemptions**

Students currently enrolled at ACES are exempt from the lottery.

## **Lottery Preferences**

- 1. Students living within LAUSD boundaries are given first preference in the lottery as required by Ed. Code §47605(d)(2)(B).
- 2. Second preference is given to siblings of children currently enrolled at ACES
- 3. Third preference is given to children of ACES staff or of members of the ACES Board of Trustees (not to exceed 10% of enrollment)

#### **Admission Process**

- 1. Parents who are seeking to enroll a new student in the school submit a lottery application. Lottery applications for the upcoming year are available throughout the year in the Main Office and on the school's website. Enrollment is open all year until the first Friday of March.
- 2. The lottery application asks for the student name, parent contact information, the grade level for which admission is sought, the birth date of the student and information that would indicate whether the student is eligible for preference in the lottery.
- 3. At least fifteen days before the lottery draw, parents of students who are currently enrolled are asked if they plan to have their children return in the following year. If they say "yes," or fail to return the form, those students are counted as returning for purposes of calculating the number of available seats.
- 4. The lottery draw is held in March of each school year. The specific date, time and location are noted on the lottery application. The lottery is held at ACES in its Multipurpose Room (MPR). Attendance at the lottery is not required for admission to the school.
- 5. The lottery draw is conducted by the principal or the principal's designee who is a non-interested party.
- 6. ACES shall ensure that the lottery process is transparent and accessible to the public: because the lottery itself is open to the public; by the use of technology (including projection of names as they are pulled and seats are filled/waitlist established); and by the availability of staff to verify applicant information prior to the start of the public

- drawing (ensuring name, grade and preferences are correct to ensure an accurate lottery), answer questions during and after the lottery and provide information.
- 7. Interpretation services (Spanish or English) will be available and the date/time of the lottery will be set to accommodate the greatest portion of lottery applicants as possible.
- 8. If the number of applicants exceeds the available seats on the lottery date, a lottery is conducted by the principal or principal's designee by randomly drawing names of applicants with preferences, in the order of priority listed above. The names drawn first are accepted for admission until all seats are filled. The remainder of the names are drawn to create the waiting list.
- 9. Once the waiting list of students with lottery preferences is established, the principal or principal's designee randomly draws names from the remaining applicant pool and places them on the waiting list in the order the names are drawn.
- 10. Once all seats are filled and a waiting list established, applications are still accepted, and assigned a waiting list number in the order in which they are received.

### **Public notice of admission process**

- 1. All applicants to ACES are given a written description of the rules governing the admission process when they submit a lottery application including the date, time, and place of the lottery (which is articulated on the annual public lottery notice).
- 2. The lottery application notes the lottery application deadline (two weeks before the lottery). This information is also posted in a prominent place near the entrance to the school most commonly used by the public and on the ACES website.
- 3. The lottery draw occurs 2 weeks after the open enrollment period closes. Notification of the lottery date, time, and location is provided to all lottery applicants two (2) weeks prior as a reminder.
- 4. Within twenty-four hours after the lottery, names of those selected by lottery are available in the Main Office to the public and letters are mailed out to selected applicants.
- 5. As noted above under Admission Process, attendance at the lottery is not required for admission to ACES. Parents may contact ACES main office to learn the outcome of their child's lottery application, i.e., admission or place on a waiting list.

## **Enrollment**

- 1. Before a student attends ACES for the first time, but only after the student has been admitted, the family is asked to complete an enrollment form by which the school obtains additional information about the student and family.
- 2. A member of the school's office staff notifies those selected for admission to notify them of admission and begin the enrollment process. If the staff member is unable to reach a parent directly, he or she will leave a message asking the parent to contact the school in order to confirm their intent to enroll. If the parent fails to respond within three business days, that student loses his/her place and is moved to the end of the waiting list.
- 3. After a parent accepts the offered seat, an enrollment appointment is scheduled for the parent to meet with ACES staff to complete the enrollment form. Appropriate accommodations are made for parents/guardians who cannot attend an appointment during regular office hours, including extended office hours and the opportunity to submit the enrollment form by mail. ACES staff offers assistance to parents, inperson or

on the telephone, who need help filling out the form. If the parent fails to keep the appointment or does not appear for a rescheduled appointment date, or fails to submit the enrollment form within five business days then that student loses their place and is moved to the end of the waiting list.

### **Waiting List**

- 1. The waiting list governs the order in which openings are filled.
- 2. If a parent applies after the lottery and all seats have been filled, the parent is verbally notified at the time of application of the position that the applicant will be assigned on the waiting list.
- 3. If a seat becomes available at a later date, the office staff will contact parents according to the order on the waiting list. Parents are directed to contact the school within three business days by telephone or in person to accept the available position.
- 4. Lottery forms are kept for the duration of the school year. These are kept as backup to the electronic waiting list. The electronic waiting list is kept and managed by School staff for the duration of the school year. The wait list is cleared at the end of the academic year for which the lottery was drawn. Therefore, the wait list does not carry over from one year to the next

## **Lottery records**

After the lottery draw has concluded, a document is created summarizing the lottery process as well as the results of the lottery which includes: the students who are being offered a seat, the students who are on the wait list, the students who were given priority based on one or more of the criteria listed above, and the numbers and tallies of these and all other pertinent facts and figures related to the lottery. This document is sent to the school principal within 24 hours of the lottery.

### Parent induction program

After the student has been admitted, parents are offered the opportunity to meet with ACES School's principal or designee or attend a Parent Orientation Meeting. In the conference or Parent Orientation meeting ACES expectations for both the student and parent are outlined as well as providing information about our Dual Language Program. Information about our school program and supports are provided to incoming families.

Although parents and students are invited to participate in the Orientation meeting or conference and to better understand our DLE program and school, neither students nor parents are required to participate as a condition of any student's admission, continued enrollment, attendance, or participation in ACES educational program or activities.

## Element 9: Annual Financial Audits

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

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

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

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

#### **Annual Audit Procedures**

Accelerated Charter Elementary School (ACES) engages an independent public accountant, certified by the State of California, to audit the school's financial statements in accordance with generally accepted auditing standards and the audit guide issued by the Controller of the State of California. Our independent public accountants perform the audit of ACES financial statements working with the Chief Financial Officer, of The Accelerated Schools and his staff in the Fiscal Service Department. The audit committee's role is the oversight of the financial reporting and disclosure. They provide effective oversight of the performance, independence and objectivity of the CPA and the quality of the audit. Every three years the CFO working with the Audit Committee solicits and select bids from Certified Public Accounting firms to perform the annual audit. The CFO meets with prospective auditors and discusses their recommendations with the audit committee. The audit committee makes recommendations to the Board of Trustees on the hiring and firing of the CPA firm. After Board of Trustee approval, the CFO contracts with the CPA firm for the annual audit. The audit committee confers with the CPA firm to satisfy the audit committee members that the financial affairs of our organization are in order, and works with the CFO if corrective action is needed. The audit committee can approve non-audit services by CPA firm and ensure such services conform to standards in the Yellow Book issued by the United

States Comptroller General. The audit committee can, if necessary, participate with the CFO in negotiating the fees for the services of the CPA's. Prior to awarding the contract and each subsequent year, the Fiscal Service Department accesses the State Controller's website to ensure that the auditors are on the State of California approved list as being in good standing and thus deemed qualified to conduct audits of K-12, reviews the CPA statistics, if there were any Quality Control Reviews, and checks the status of their firm with the California Board of Accountancy. The CFO discusses with the audit committee the results, and if there were any issues found. The audit committee has a close collaborative and productive working relationship with the CFO, and provides valuable advice and support for the CFO. Each year The Fiscal Service Department under the direction of the CFO coordinates and provides all information necessary to the auditors to perform their work. In addition, financial statements audited by a Certified Public Accountant are submitted to the District and State of California within four months following the close of the fiscal year. The Certified Public Accountant selected will have experience in education finance, and are on the State Controller's list of approved auditors to conduct charter school audits. The audit report will be reviewed by the CFO and the audit committee for any audit deficiencies, findings, material weaknesses or exceptions. If there are any items noted there will be discussions between the auditors, CFO and audit committee as to their nature and an action plan will be developed with a proposed course of action by the CFO to resolve any items completely to the satisfaction of the District and our Board of Trustees, and to prevent them from recurring in the future. The CFO will the responsible for ensuring that the auditor sends the completed audit to the required agencies by the statutory deadline.

Prior to the start of the Fiscal Year a budget for ACES is developed by the Fiscal Service Department of The Accelerated Schools and adopted by the Board of Trustees. A final operating budget is submitted to the Board of Trustees in their first meeting after the start of the new fiscal year for approval. Financial data for ACES is prepared on a monthly basis, which includes a monthly Statement of Financial Position, Statement of Activities, Statement of Cash Flow, analysis of actual results to budget, and other relevant financial reports. At every Board meeting the financials are reviewed and approved by the Board of Trustees. These reports are utilized to prepare the information for the submissions to LAUSD. All submissions to LAUSD are approved by the Board of Trustees. A preliminary budget for the following fiscal year is submitted to LAUSD in May. The first interim report is submitted to LAUSD's Charter Schools Division in early December showing the ACES Budget for that Fiscal Year and the operating results for the four months ended October 31st. The second interim report is submitted to LAUSD's Charter Schools Division in March showing the operating results for ACES through January 31st along with the year-end projection. In early August of the following fiscal year the unaudited actuals for the preceding fiscal year of ACES are sent to LAUSD's Charter Schools Division, which are prepared from the accounting records and reports outlined above. No later than December 15<sup>th</sup> the independent auditors send the annual audit report for the preceding fiscal year ended June 30<sup>th</sup> to the appropriate agencies.

Historic and current information derived from our accounting systems, Abila Fund Accounting, PeopleSoft and Excel based spreadsheets, and information from the CDE website are used to generate the financial information for the audit of ACES along with various other documents including confirmations from banks, attorneys and vendors. There is an initial request for information, which is gathered and compiled by the Fiscal Service Department headed by the Chief Financial Officer. A review of the material is completed and any additional information is procured or developed to address any questions. As the audit progresses all financial questions by the auditors are directed to the Chief Financial Officer or the Fiscal Service Department staff of The Accelerated Schools. After the fieldwork is completed all outstanding issues or questions are submitted by the auditors and reviewed and answered by the Chief Financial Officer so they can prepare the audited financial statements and the

Income Tax returns.

#### **Financial Matters**

The principal source of funds ACES receives is through the Local Control Funding Formula through the State of California. The charter school may select to receive its funds directly or locally, through its charter-granting agency. ACES will continue to be a direct funded charter school. They must apply directly for categorical funding and complete their own Consolidated Application.

ACES will engage an independent public accountant, certified by the State of California, to audit the school's financial statements in accordance with generally accepted auditing standards and the audit guide issued by the Controller of the State of California. The CFO with Board of Trustee approval contracts with the CPA firm to conduct the annual financial audit. The independent public accountant and the charter school will prepare the necessary financial reports to be submitted to the District. A preliminary budget, two interim reports and a year-end report, in a format to be provided by the District, which will include actual and revised budget figures and projected revenues, expenditures and fund balances, will be submitted to the sponsoring district unless a different system is agreed to by all parties. In addition, financial statements audited by a Certified Public Accountant will be submitted to the sponsoring District within four months following the close of the fiscal year.

ACES is responsible for its own financial services (accounting, budgeting, and payroll) and personnel services.

ACES conducts all of its financial operations in a timely manner and for all programs (base funding, categorical, and special education) through procedures established by the State of California and the Federal Government, as appropriate. For Federal programs, including Title I, the criteria for eligibility and fiscal guidelines will be as established by the Federal Government. Charter schools that elect to receive funding directly are responsible for meeting eligibility and fiscal requirements established by the Federal Government and for completing the Consolidated Application. The charter shall provide the District with all financial and related reports, including enrollment attendance to enable the District to meet its requirements by law. Notwithstanding the petitioners' expectation to receive Title I funding under Federal guidelines, said funding may not be forthcoming until the school meets established criteria for a determined school year.

The District may at its discretion provide services to ACES on a fee for service basis, if requested by the ACES to do so. In such a case, the District will determine the cost of providing such services.

# Element 10: Suspension and Expulsion Procedures

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

## **GENERAL PROVISIONS**

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

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

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

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

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

## STUDENTS WITH DISABILITIES

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

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

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

## NOTIFICATION OF THE DISTRICT

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

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

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

### **OUTCOME DATA**

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

## REHABILITATION PLANS

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

## **READMISSION**

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

## REINSTATEMENT

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

## **GUN-FREE SCHOOLS ACT**

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

## **School Climate and Student Discipline System**

Accelerated Charter Elementary School (ACES) works hard to create and maintain a positive school culture in where students, teachers and parents feel they are valued members of our school community. Even as we've continued to grow over the years, we pride ourselves in recognizing the importance and implications a positive school culture has on our school as a whole. It is through collaborative partnerships and the building of positive relationships between school and staff, teacher and student, and school and community that we have been able to establish a school culture in which teachers, staff, and children can flourish professionally, personally and academically. We understand our students' safety and emotional wellbeing are crucial to their academic achievement. Equally important is our commitment to our teachers in providing them with a strong, professional and positive school atmosphere.

Our school-wide Positive Behavior and Intervention Support (PBIS) plan was designed to help create a positive school climate and encourage appropriate student behavior through the use of an effective student discipline program. Our PBIS plan addresses the ACES mission of preparing students to succeed at the university of his/her choice; who will enter the workplace as informed and productive employees, entrepreneurs, and community leaders; and who will act as responsible citizens. The plan is also in alignment with the principles outlined in LAUSD's Discipline Foundation Policy.

The PBIS plan allows for the creation a positive school culture where teachers and support staff implement schoolwide expectations that guide students to become ACES Scholars. Teachers receive training and ongoing support throughout the year. The PBIS Committee meets every month to discuss student and staff needs in the area of behavior in the classroom and in common areas as well as professional development.

ACES Scholars are students who are safe, responsible and respectful. The PBIS plan utilizes the following components to help guide students to success:

### **Big Picture Expectations**

- Staff works to reinforce the Student Guidelines for Success, where students are expected to show examples of being safe, responsible and respectful.
- Students are encouraged to make choices that will keep their body, mind and emotions safe, will do the right thing even if no one is watching and will acknowledge and appreciate the abilities, qualities and achievements in myself and others

## **Positive Behavior Supports**

- All staff members are aware of and hold students accountable of expectations of the desired behaviors in all common areas of the school campus.
- Staff continually encourage students to strive to be ACES Scholars in these common areas by using positive reinforcement and reminders
- Students are given opportunities to take on leadership roles within the school to help their peers reach and exceed expectations

#### Monitoring

- Students experiencing difficulties with academic or social emotional learning are supported through the CAPSS process.
  - The intervention team meets with teachers to determine if students need academic support, social-emotional support or both.
  - Interventions may be offered by an ACES staff member or by an outside agency providing services on site.

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### Reinforcements

Students' positive behavior is reinforced throughout the day by a myriad of rewards: such ACES High Fives, Praise, Golden Tickets, Classroom Incentives, weekly staff-student check-ins, opportunities to shop at the Scholar Store and other incentive options.

### **Alternatives to Suspension**

Why should we do it:

- Suspending kids is very unproductive for academics
- Some kids get suspended on purpose to get out of work or away from something they do not want to cope or deal with
- Suspensions are not an effective deterrent for many kids, who do not see it as a significant consequence or negative stimulus
- Providing alternatives to suspensions can be much more effective in getting students' behavior to change

There are many alternatives that motivate students better than suspending them

## When should we do it:

- When a student gets into trouble and suspended frequently
- When a student is trying to get suspended on purpose or to get out of something
- When students really need the instruction but a consequence or discipline is warranted
- When suspensions do not seem to be doing anything and are ineffective

## How do we do it:

- There are various alternatives to suspension and ways to carry them out.
- Always use a neutral tone and do not allow yourself to be drawn into power struggles.
- Alternatives may be discussed with a student or students before implementing them

## Some common alternatives include:

- school service
- mini course
- parent supervision
- counseling
- community service
- behavior monitoring
- restitution
- problem solving or behavior contract
- alternative programming
- loss of privileges (choice-time, social time, etc.)
- time out
- mentoring (with a teacher, counselor, or other staff member before or after
- school)
- behavioral contracts
- referral to community mental health services

## **Grounds for Suspension and Expulsion**

Consistent with our preference for intervention over consequences, ACES implements a discipline structure that, when student behavior requires removal from the classroom, favors the least severe sanction necessary to maintain school safety and maximize student learning.

Except where suspension and recommended expulsion are mandatory, as described below, the Principal or their designee (Assistant Principal) may authorize an in-school or out-of-school suspension following the process described. Regarding recommendations for expulsion, only the Principal is authorized to make recommendations to expel students in accordance with the provisions below. Because the goal of the discipline policy is to address infractions with as little disruption to the learning process as possible, ACES prefers in-school to out-of-school suspensions when safety permits. Students assigned to in-school suspension are removed from their regular class and placed in another learning environment. In addition to the regular classwork, they are provided an opportunity to reflect on the actions leading to their suspension and how those actions contravene the core values. They are given an opportunity and assistance to develop a plan to make amends and restore the good order of the community. Procedures for suspension as well as expulsion are described below.

The decision to recommend suspension or expulsion of a student will be at the discretion of the principal as specified in this Element when he or she determines that a student has committed any of the offenses outlined in this section at any time, including but not limited to the following contexts:

- While on school grounds
- While going to or coming from school
- During, or while going to or coming from, a school-sponsored activity

## 1. Grounds for Expulsion (Mandated)

The following offenses are those which mandate immediate suspension and recommendation for expulsion if committed at school or at a school activity off school grounds:

- a) Possessing, selling, or furnishing a firearm.
- b) Brandishing a knife at another person.
- c) Unlawfully selling a controlled substance.
- d) Committing or attempting to commit a sexual assault or committing a sexual battery.
- e) Possession of an explosive.

Note: Pursuant to E.C. Section 48915 (g), "knife" means any dirk, dagger, or other weapon with a fixed sharpened blade fitted primarily for stabbing; a weapon with a blade fitted primarily for stabbing; a weapon with a blade longer than 3½ inches; a folding knife with a blade that locks into place; or a razor with an unguarded blade.

### 2. Grounds for Expulsion (Limited Discretion)

The following offenses are subject to Limited Discretion; the Principal shall make a recommendation to expel a student if it is determined that the student committed one or more of the following acts at school or at a school activity off school grounds unless the Principal also determines that expulsion is inappropriate, in which case the principal or designee may initiate suspension procedures:

- a) Causing serious physical injury to another person, except in self-defense.
- b) Possession of a knife or other dangerous object of no reasonable use to the pupil.
- c) Unlawful possession of any controlled substance, except for either of the following:

- i. The first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis.
- ii. The possession of over-the-counter medication for use by the student for medical purposes or medication prescribed for the student by a physician.
- d) Robbery or extortion.
- e) Assault or battery upon any school employee.

Note: A serious physical injury includes, but is not limited to: "loss of consciousness, concussion, bone fracture, protracted loss or impairment of function of any bodily member or organ, wound requiring extensive suturing, and serious disfigurement." (California Penal Code Section 243) In determining whether an offense warrants expulsion or a lesser sanction, the Principal or Designee considers:

- a) Whether other means of correction are not feasible or have repeatedly failed to bring about proper conduct, and
- b) Whether due to the nature of the violation, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

### 3. Grounds for Suspension or Expulsion (Broad discretion)

The Principal has maximum discretion whether to recommend expulsion when he or she determines that a student has committed any of the following offenses at any time, including but not limited to while on the premises of ACES; while going to or coming from school; during the lunch period whether on or off campus; and during, or while going to or coming from, a school-sponsored activity:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except in self-defense.
- c) Possessed not more than one ounce of marijuana (applicable to the first offense only) or possessed alcohol.
- d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage, or an intoxicant of any kind, and then either sold, delivered, or otherwise furnished to any person another liquid, substance, or material represented as a controlled substance, alcoholic beverage, or intoxicant.
- e) Caused or attempted to cause damage to school or private property.
- f) Stole or attempted to steal school property or private property.
- g) Possessed or used tobacco or any tobacco products.
- h) Committed an obscene act or engaged in habitual profanity or vulgarity.
- i) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia.
- j) Knowingly received stolen school or private property.
- k) Possessed an imitation firearm. "Imitation firearm" means 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 it is a firearm.
- l) Harassed, threatened, or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
- m) Committed sexual harassment (applicable to grades 4 through 12 only).
- n) Caused, attempted to cause, threatened to cause, or participated in an act of hate violence (applicable to grades 4 through 12 only).

- o) Intentionally engaged in harassment, threats, or intimidation against school district personnel or pupils (applicable to grades 4 through 12 only).
- p) Made terroristic threats against school officials or school property, or both.
- q) Offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- r) Engaged in, or attempted to engage in, hazing.
- s) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
- t) In determining whether an offense warrants expulsion or a lesser sanction, the Principal considers:
- u) Whether other means of correction are not feasible or have repeatedly failed to bring about proper conduct, and
- v) Whether due to the nature of the violation, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

# **Suspension Procedures**

### General

The Principal or Designee (Dean or Assistant Principal) has the authority to suspend and the Principal has the authority to recommend expulsion subject to the due process rights of students and parents/guardians. The maximum consecutive number of school days for a suspension for a single incident is five (5). The maximum number of days for suspension during the school year is twenty (20) unless it is necessary to extend a suspension pending resolution of an expulsion hearing or appeal and unless the student transfers in from another school and already has a suspension record for the year. In that case, the total number of school days may be increased by ten (10) days for a total of thirty (30) suspension days in that school year. The maximum number of suspension days for a student with disabilities in a school year is ten (10).

At all steps during the suspension and expulsion process, necessary translation or interpretation services are provided to ensure parents/guardians are able to understand and participate in the process. Reasonable accommodations are made to ensure parents/guardians who wish to attend a conference or hearing are able to do so.

### **Suspension in Emergency Situations**

An "emergency situation" involves a danger to the lives, safety or health of students or school personnel. When the Principal or the Designee determines that a student must be removed to ameliorate an emergency situation, the student may be suspended without a conference. In the case of an emergency suspension without a conference, both the parent/guardian and the student are notified of the student's right to return to school, no later than the next school day, for purposes of a conference with the Principal or designee (Assistant Principal). The notice includes the anticipated length and conditions of the emergency suspension, the specific reasons for it, and an invitation to attend the conference with or without counsel or other advisor. Parents/guardians are assured that reasonable accommodations and language support will be available. They are also informed that a conference with the student is required for the student to return to school, but that they are not required to attend the conference and that no penalty will be imposed on the student if they do not attend. If information presented at the conference proves the suspension was in error, the suspension shall be removed from the student's record.

## **Suspension in Non-Emergency Situations**

In all non-emergency situations that appear to warrant suspension, the Principal/Assistant Principal/Administrative Coordinator/Office staff will attempt to contact, by telephone or in person, the student's parent, guardian, or educational rights holder to explain the situation and to schedule a pre-suspension conference. A written notice is also sent that explains the behavior or events that appear to warrant the suspension, whether it will be an in-school or out-of-school suspension, and the length of the anticipated suspension. The notice either confirms the conference details scheduled orally or, if no contact has been made, details the right to a pre-suspension conference and the time and place it will be held. Whenever practical, the conference will include the teacher, supervisor or other school employee who referred the student for disciplinary action. Unless the student waives the right to a conference or is physically unable to attend, the student's presence is required. Parents, guardians and educational rights holders are encouraged but not required to attend. No penalty, including non-reinstatement, may be imposed on the student for the failure of a parent or guardian to attend the conference.

In the event a suspension is imposed, whether a pre-suspension conference is held or waived, written notice is given to the student and to the person responsible for him or her to indicate the reason suspension was imposed and the date and time the student may return to school (or, for in-school suspensions, return to the regular classroom).

### **Activities During Suspension**

During a period of suspension the student is given assignments and homework by the student's teacher(s) to minimize the loss of schooling. Upon return to school, the student is given an opportunity to make up any missed tests. The assignments are listed on PowerSchool, which the student and parent have access to at home or in school. This gives the student and parent(s) the knowledge of all classroom and homework assignments that are assigned during the days of suspensions. The Principal or Designee meet with the suspended student upon return to ensure that assignments have been completed.

## **Appeal of Suspension**

The Accelerated Schools have a fair and impartial process for investigating and confirming the appropriateness of the suspension or expulsion of any student. This process will preserve due process rights of students and parents.

Parents may first appeal the suspension by meeting with the designated site assistant principal/principal within 24 hours of the suspension. The appeal will be made to an administrator (i.e. Principal or Designee) different from the administrator who suspended the student. The principal/assistant principal will hear the appeal and the parent may also recommend an alternative fair punishment for the infraction. The appeal can also be delivered in writing, in which case an Assistant Principal/Principal will review the document and make a determination within two-hours upon receipt, between the times of 7:45 am to 4:30 pm. With the approval of the assistant principal/principal, the suspension can be removed from the student's record and the student can return to the classroom.

If the Assistant Principal/Principal denies the appeal and enforces the suspension, the parent can appeal to the Chief Executive Officer (CEO) by meeting with him or her within 24 hours of the denial. The Chief Executive Officer will hear the appeal. The appeal can also be also delivered in writing, in which case the CEO will review the document and make a determination within 2 hours of receipt

between the times of 7:45 am to 4:30 pm. In reviewing the appeal, the CEO may remove the suspension from the student's records.

## **Suspension Pending Expulsion Hearing**

A student who is suspended for an offense likely to lead to expulsion may only return to school if the Principal determines that the suspension should not be continued pending the expulsion hearing. The student and/or parent will be given an opportunity to be heard as part of this determination. The suspension and, if necessary, interim placement, will be continued until the expulsion hearing if: The student's presence will likely be disruptive to the educational process, and/or The student poses a threat or danger to others.

The total number of days for which a pupil may be suspended from ACES shall not exceed twenty (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 schooldays for which the pupil may be suspended shall not exceed thirty (30) days in any school year. ACES will offer a suitable interim placement, such as at a grade-appropriate opportunity school or class, continuation school, or off-site supervised suspension classroom where the student will have meaningful access to education during the term of the suspension pending the outcome of the expulsion process.

For suspension periods not requiring an interim placement, the suspended student's teachers will continue to provide the student with classroom material and current assignments to be completed at home during the length of the suspension. The assignments are also listed on PowerSchool, to which the student and parents have access. Completed student work sent or delivered to ACES main office are graded in a timely manner by the teacher and returned to the student on a regular basis, either at ACES main office or by mail if parents so request. Completed assignments are given credit toward semester grades. When completion of regular assignments would otherwise depend on classroom attendance or participation (e.g., group projects), alternative, comparably challenging assignments are accepted.

# **Expulsion Procedures**

## **Expulsion Hearing**

Students recommended for expulsion by the Principal are entitled to a hearing to determine whether the student should be expelled. The hearing will be held within 30 days of the initial suspension. The hearing will be presided over by a Disciplinary Action Committee (DAC), which will consist of an administrator (i.e. an Assistant principal or Dean), one teacher (that the student does not currently have), one counselor (that the student does not work directly with, if possible), and a Director (i.e. Director of Curriculum and Instruction). This team is designed to be as impartial as possible, with considerations taken to minimize the chances that each staff member on the DAC is familiar with the student. The DAC hearing will occur in a closed session, unless the parent requests an open hearing in writing up to three (3) days before the hearing. After hearing all evidence, the DAC will make a decision whether or not to expel the student.

Written notice of the DAC hearing will be forwarded to the student and the student's parent/guardian at least 7 calendar days before the date of the hearing. This notice will include:

The date and place of the hearing.

- A statement of the specific facts, charges and offense upon which the proposed expulsion is based.
- A copy of ACES disciplinary rules, which relate to the alleged violation.
- The opportunity for the student or the student's parent/guardian to appear in person at the hearing.
- Notice that the student will be permitted to bring witnesses and present evidence on his or her behalf.
- Notice that the student will be permitted to be represented by legal counsel or by a nonattorney advisor, to inspect and obtain copies of all documents to be used at the hearing, to confront and question all witnesses who testify at the hearing, to question all other evidence presented, and to present oral and documentary evidence on the pupil's behalf.

A reasonably accurate and complete record of the hearing shall be made and may be maintained by any means, including electronic recording or minutes taken of the proceeding. If electronic recording is used, it must permit a reasonably accurate and complete transcription of the proceedings. Minutes or transcripts are provided to parents/guardians.

### **Notice of Decision**

Based on its investigation and considering all the evidence introduced by the student, parent/guardian, and counsel or advisor, the DAC decides whether there is enough evidence to support the assertion that the student committed an infraction warranting expulsion. The DAC will prepare a written summary of its findings of fact and its conclusions concerning expulsion or non-expulsion.

After the DAC delivers its decision, as well as findings of fact and conclusions to the Principal, the Principal or Designee (Assistant Principal) will attempt to notify the parents/guardians by telephone or in person of the decision. Whether or not such oral notice is accomplished, if a decision to expel is made, ACES sends the parents/guardians written notice of the decision, including the findings and conclusions within 48 hours of the decision. This notice also includes the following: notice of the specific offense committed by the student; 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 ACES; notice of any appeal options; and information about alternative placement options, such as Community Day Schools, Opportunity Schools or Independent Study School, other charter schools, and placements suggested by the District.

## **Appeal of Expulsion**

Expulsion Appeals shall be brought to The Accelerated Schools Board of Trustees.

In the event of a decision to expel a student from ACES, the parent can appeal to the Accelerated Schools Board of Trustees. A written request for an appeal should be sent to the CEO within 7 school days of the DAC's decision to expel. The written request must specify the grounds for the appeal. The Board of Trustees will hear the appeal within 10 school days and render a decision within 5 school days of hearing the appeal. The decision of the Board is final. The school will work cooperatively with schools of residence, county, and/or private schools to assist with the appropriate educational placement of the student who has been expelled. Any incident of violent and/or serious behavior shall be communicated to the school to which the student matriculates in accordance with applicable law.

## **Rehabilitation Plans**

Pupils who are expelled from ACES shall be given a rehabilitation plan upon expulsion as developed by the charter school's Board of Trustees at the time of the expulsion order. While tailored to the individual situation, the rehabilitation plan typically will include evidence of improved behavior, attendance and academic performance in the alternative placement setting. The plan may also set out a schedule for periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to the charter school for readmission.

### Readmission

When the term of expulsion has expired and the student is presented for reinstatement, the Principal or Designee reviews compliance with the conditions of the rehabilitation plan and recommends to the Board of Trustees that the student be reinstated, or explains why he or she does not find reinstatement is warranted. The Board decides whether to authorize reinstatement.

The decision to readmit a pupil or to admit a previously expelled pupil from another school shall be in the sole discretion of the Board of Trustees to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment.

## Element 11: Employee Retirement Systems

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

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

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

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

### **Certificated Staff Members**

## **State Teachers Retirement Systems (STRS)**

All certificated employees participate in CalSTRS. All certificated employees shall participate in CalSTRS throughout the duration of the charter school's existence under the same CDS code. The Human Resources Office is responsible for ensuring that appropriate arrangements for CalSTRS, and Social Security coverage have been made.

### **Classified Staff Members**

### **Social Security**

All non-certificated employees contribute to Social Security according to Federal and State laws with ACES matching at the rates prescribed by law.

# 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.

### **Parent Notification**

Parents and guardians of each student enrolled in ACES will be informed on our admissions enrollment check-list form that the students have no right to admission in a particular school of a local education agency as a consequence of enrollment in ACES, except to the extent that such a right is extended by the local education agency.

# Element 13: Rights of District Employees

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

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

## Element 14: Mandatory Dispute Resolution

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

## **GENERAL PROVISIONS**

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

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

### **PROPOSITION 39 DISPUTES**

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

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

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

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

Accelerated Charter Elementary School % Principal 3914 S. Main Street, Los Angeles, CA 90037

- A written response ("Written Response") shall be tendered to the other party within fifteen (15) business days from the date of receipt of the Written Notification or other date as determined by mutual agreement of the parties. The Written Response shall be tendered to the other party by personal delivery, by facsimile or e-mail, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such communication if delivered by 5:00 p.m., or otherwise on the business day following personal delivery; (b) if by facsimile or e-mail, upon electronic confirmation of receipt; or (c) if by certified mail, two (2) business days after deposit in the U.S. Mail.
- 3) If the Dispute has not been resolved by mutual agreement from the Written Response, the parties agree to schedule a conference to discuss the Dispute identified in the Written Notice ("Issue Conference"). The Issue Conference shall take place within fifteen (15) business days from the date on which the Written Response is received by the other party or other date as determined by mutual agreement of the parties.
- 4) If the Dispute has not been resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Within fifteen (15) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties, the parties shall mutually agree upon the selection of a mediator. If the parties are unable to mutually agree upon the selection of a mediator shall be selected from a list of mediators prepared and provided by the American Arbitration Association. Mediation proceedings shall commence within thirty (30) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties, and conclude within forty (40) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.
- 5) If the mediation is not successful, either party may then initiate a civil action. Venue for any civil action between the parties shall be the Los Angeles County Superior Court.

## **NON-PROPOSITION 39 DISPUTES**

Any Dispute not related to or arising out of Proposition 39 shall be resolved in accordance with the procedures set forth below:

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

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

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

Accelerated Charter Elementary School (ACES) % Principal 3914 South Main Street, Los Angeles, CA 90037

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

prepared and provided by the American Arbitration Association. Mediation proceedings shall commence within thirty (30) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.

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

## Element 15: Charter School Closure Procedures

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

### **REVOCATION OF THE CHARTER**

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

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

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

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

## **CLOSURE ACTION**

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

### **CLOSURE PROCEDURES**

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

## Designation of Responsible Person(s) and Funding of Closure

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

## **Notification of Closure Action**

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

- 1. The LAUSD Charter Schools Division (CSD). Charter School shall provide the CSD with written notice of (1) the person(s) designated to be responsible for conducting and overseeing all closure activities, and (2) the source, location, and management of the funding for such activities. If the Closure Action is an act of Charter School, Charter School shall provide the CSD with a copy of the governing board resolution or minutes that documents its Closure Action.
- 2. Parents/guardians of all students, and all majority age and emancipated minor students, currently enrolled in Charter School within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written parent notification to the CSD.
- 3. Los Angeles County Office of Education (LACOE). Charter School shall send written notification of the Closure Action to LACOE by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to the CSD.
- 4. The Special Education Local Plan Area (SELPA) in which Charter School participates. Charter School shall send written notification of the Closure Action to the SELPA in which Charter School participates by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to the CSD.
- 5. The retirement systems in which Charter School's employees participate. Within fourteen (14) calendar days of the Closure Action, Charter School shall notify, as applicable, the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), the Social Security Administration, and the Los Angeles County Office of Education of the Closure Action, and follow their respective procedures for dissolving contracts and reporting. Charter School shall provide a copy of these notifications and correspondence to the CSD.
- 6. The California Department of Education (CDE). Charter School shall send written notification of the Closure Action to the CDE by registered mail within 72 hours of the Closure Action. Charter School shall provide a copy of this notification to the CSD.
- 7. Any school district that may be responsible for providing education services to the former students of Charter School. Charter School shall send written notification of the Closure Action within 72 hours of the Closure Action. This notice must include a list of potentially returning students and their home schools based on student residence. Charter School shall provide a copy of these notifications, if any, to the CSD.
- 8. All Charter School employees and vendors within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written employee and vendor notification, with any attachments, to the CSD.

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

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

courses and credits that meet graduation requirements

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

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

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

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

Notification of employees and vendors shall include:

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

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

## **Records Retention and Transfer**

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

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

- 4. Charter School must organize the original cumulative files for delivery to the District in two categories: active students and inactive students. Charter School will coordinate with the CSD for the delivery and/or pickup of student records.
- 5. Charter School must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.
- 6. Charter School must provide to the CSD a copy of student attendance records, teacher gradebooks, and Title I records (if applicable).
- 7. Charter School must provide to the CSD the name, title, and contact information of the person designated to maintain all Charter School personnel records after the closure. Personnel records to be transferred to and maintained by the designee must include any and all employee records, including but not limited to, records related to performance and grievance. Charter School must provide to the CSD and the designee a list of all active and inactive employees and their periods of service. Both Charter School and the designee, individually and separately, shall inform the CSD immediately upon the transfer of Charter School's employee records to the designee.
- 8. Charter School shall ensure that all records are boxed and clearly labeled by classification of documents and the required duration of storage in accordance with District procedures.
- 9. Charter School shall provide to the responsible person(s) designated by the governing board of Charter School to conduct all closure-related activities a list of students in each grade level and, for each student, a list of classes completed and the student's district of residence.

### **Financial Close-Out**

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

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

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

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

funds will be used to pay creditors. Any unused AB 602 funds will be returned to the District SELPA or the SELPA in which Charter School participates, and other categorical funds will be returned to the source of funds.

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

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

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

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

## **Disposition of Liabilities and Assets**

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

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

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

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

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

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

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

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

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

The CEO will serve as the school's closure agent in the event the school closes.

# **Additional Provisions**

## **FACILITIES**

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

## **District-Owned Facilities**

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

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

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

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

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

safety policies (e.g., emergency chain of information and participation in safety drills).

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

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

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

## **Non-District-Owned Facilities**

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

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

documentation to the CSD upon request.

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

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

### **INSURANCE**

### **Insurance Requirements**

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

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

The following insurance policies are required:

- 1. Commercial General Liability, including Fire Legal Liability, coverage of \$5,000,000 per Occurrence and in the Aggregate. The policy shall be endorsed to name the Los Angeles Unified School District and the Board of Education of the City of Los Angeles as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy. Coverage shall be maintained with no Self-Insured Retention above \$15,000 without the prior written approval of the Division of Risk Management and Insurance Services for the LAUSD.
- 2. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect Charter School from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- 3. Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if Charter School does not operate a student transportation service. If Charter School provides student transportation services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.

- 4. Crime Insurance or Fidelity Bond coverage shall be maintained by Charter School to cover all Charter School employees who handle, process or otherwise have responsibility for Charter School funds, supplies, equipment, or other assets. Minimum amount of coverage shall be \$1,000,000 per occurrence/\$1,000,000 aggregate, with deductible that is acceptable to the Los Angeles Unified School District.
- 5. Cyber Liability insurance coverage with minimum limits of \$500,000 per occurrence and \$500,000 general aggregate.
- 6. Professional Educators Errors and Omissions liability coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate.
- 7. Sexual Molestation and Abuse coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.
- 8. Employment Practices Legal Liability coverage with limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate.
- 9. Excess/Umbrella Liability insurance with limits of not less than \$10,000,000 is required of all high schools and any other school that participates in competitive interscholastic or intramural sports programs.

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

#### **Evidence of Insurance**

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

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

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

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

#### **Hold Harmless/Indemnification Provision**

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

#### **FISCAL MATTERS**

#### **District Oversight Costs**

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

#### **Cash Reserves**

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

#### **Third Party Contracts**

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

#### Special Education Revenue Adjustment/Payment for Services

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

cover any such costs, Charter School agrees that it will reimburse the District for the additional costs within forty-five (45) business days of being notified of the amounts owed.

#### **Student Body Funds**

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

#### **Audit and Inspection of Records**

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

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

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

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

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

#### **Fiscal Policies and Procedures**

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

#### Apportionment Eligibility for Students Over 19 Years of Age

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

## **Local Control and Accountability Plan**

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

# ADDENDUM District Required Language

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

Accelerated Charter Elementary School (also referred to herein as "ACES" and "Charter School") shall:

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

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

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

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

## Element 1 – The Educational Program

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

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

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

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

Charter School acknowledges and agrees that it must comply with all applicable laws and regulations related to AB 97 (2013) (Local Control Funding Formula), as they may be amended from time to time, which include the requirement that Charter School shall annually submit a Local Control and Accountability Plan (LCAP)/annual update to the Los Angeles County Superintendent of Schools and the Charter Schools Division (CSD) on or before July 1. In accordance with Education Code sections 47604.33 and 47606.5, Charter School shall annually

update its goals and annual actions to achieve those goals identified in the charter pursuant to Education Code section 47605(b)(5)(A)(ii), using the Local Control and Accountability Plan template adopted by the State Board of Education, as it may be changed from time to time. Charter School shall comply with all requirements of Education Code section 47606.5, including but not limited to the requirement that Charter School "shall consult with teachers, principals, administrators, other school personnel, parents, and pupils in developing the local control and accountability plan and annual update to the local control and accountability plan." (Ed. Code § 47606.5(e).)

## ACADEMIC CALENDAR AND SCHEDULES

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

## MATHEMATICS PLACEMENT

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

#### TRANSITIONAL KINDERGARTEN

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

## **HIGH SCHOOL EXIT EXAMINATION**

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

## WASC ACCREDITATION

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

## **ENGLISH LEARNERS**

Charter School shall identify potential English Learners in a timely manner in accordance with all applicable legal requirements. Charter School must provide all English Learners with an effective English language acquisition program that also affords meaningful and equitable access to Charter School's core academic curriculum. Instructional plans for English Learners must be

(1) based on sound educational theory; (2) adequately supported with trained teachers and appropriate materials and resources; and (3) periodically evaluated to make sure the program is successful and modified when the program is not successful.

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

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

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

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

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

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

## STUDENTS WITH DISABILITIES

#### **Federal Law Compliance**

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

#### **Special Education Program**

Charter School shall ensure that no student otherwise eligible to enroll in Charter School shall be denied, directly or indirectly, admission due to a disability or to Charter School's inability to provide necessary services. Charter School acknowledges that policies and procedures are in

place to ensure the recruitment, enrollment, service, and retention of students with disabilities at LAUSD-authorized charter schools, including Charter School.

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

#### **SELPA Reorganization**

The Los Angeles Unified School District is approved to operate as a single-District SELPA under the provisions of Education Code section 56195.1(a). As a single-District SELPA, the District has created two charter school sections (District-operated Programs and Charter-operated Programs) under the administration of one single Administrative Unit pursuant to a reorganization plan approved by the Board of Education on January 4, 2011 (149/10-11). Full implementation of the reorganized LAUSD SELPA commenced in the 2013-2014 school year requiring all 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, SSIS ID, last name, first name, date of birth, gender, grade, date of suspension, number of days suspended, and reason for suspension.

#### Statewide Assessment Data

The standard file including District ID.

#### Norm day

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

#### CBEDS

All Students enrolled as of December 1 of each school year

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

#### Dropout

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

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

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

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

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

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

## MEASURABLE GOALS OF THE EDUCATIONAL PROGRAM

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

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

## STANDARDIZED TESTING

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

## Element 4 – Governance

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

## **GENERAL PROVISIONS**

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

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

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

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

## **LEGAL AND POLICY COMPLIANCE**

Charter School shall comply with all applicable federal, state, and local laws and regulations, and District policies as it relates to charter schools adopted through Board action.<sup>2</sup>

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

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

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

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

<sup>&</sup>lt;sup>2</sup> The District is in the process of compiling a list of LAUSD policies that apply to its authorized charter schools. The list will be finalized by April 1, 2018. Charter Schools Division staff will annually review District policies and make recommendations to the LAUSD Board of Education on continued application to charter schools.

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

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

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

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

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

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

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

## **RESPONDING TO INQUIRIES**

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

If an allegation or other evidence of waste, fraud, abuse, or other material violation of law related to Charter School's operations, or breach of the Charter, is received or discovered by the District, Charter School, including but not limited to its nonprofit corporation, employees, and

representatives, shall cooperate with any resulting inquiry and/or investigation undertaken by the District and/or the Office of the Inspector General Investigations Unit.

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

## NOTIFICATION OF THE DISTRICT

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

## STUDENT RECORDS

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

## PARENT ENGAGEMENT

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

## FEDERAL PROGRAM COMPLIANCE

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

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

## Element 5 – Employee Qualifications

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

#### **EQUAL EMPLOYMENT OPPORTUNITY**

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

#### ESEA/ESSA AND CREDENTIALING REQUIREMENTS

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

## Element 6 – Health and Safety Procedures

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

#### HEALTH, SAFETY AND EMERGENCY PREPAREDNESS PLAN

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

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

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

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

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

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

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

## FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

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

## CRIMINAL BACKGROUND CLEARANCES AND FINGERPRINTING

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

Charter School shall maintain on file and available for inspection evidence that (1) Charter School has performed criminal background checks and cleared for employment all employees prior to employment; (2) Charter School has obtained certification from each of its contracting entities/independent contractors that the entity/contractor has conducted required criminal background clearances for its employees prior to provision of school site services and/or any

contact with students, and has requested subsequent arrest notification service; and (3) Charter School has performed criminal background checks and cleared for service all volunteers not directly supervised by staff and who may have contact with students. Charter School shall also ensure that it requests and receives subsequent arrest notifications from the California Department of Justice for all employees and volunteers not directly supervised by staff. Upon request, Charter School shall provide a copy of Department of Justice confirmation of Custodian of Records status for each Custodian of Records. Charter School, including its administrators and officers, shall comply with the requirements of Education Code section 44030.5.

#### IMMUNIZATION AND HEALTH SCREENING REQUIREMENTS

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

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

## SAFE PLACE TO LEARN ACT

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

## **SUICIDE PREVENTION POLICY**

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

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

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

#### **COURT-ORDERED INTEGRATION**

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

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

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

## **Element 8 – Admission Requirements**

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

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

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

## **HOMELESS AND FOSTER YOUTH**

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

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

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

## **NON-DISCRIMINATION**

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

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

#### **Element 9 – Annual Financial Audits**

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

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

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

- a. Provisional Budget Spring prior to operating fiscal year
- b. Final Budget July of the budget fiscal year
- c. First Interim Projections November of operating fiscal year

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

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

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

## **GENERAL PROVISIONS**

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

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

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

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

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

## STUDENTS WITH DISABILITIES

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

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

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

## **NOTIFICATION OF THE DISTRICT**

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

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

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

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

## **OUTCOME DATA**

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

#### **REHABILITATION PLANS**

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

## READMISSION

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

## REINSTATEMENT

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

## **GUN-FREE SCHOOLS ACT**

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

#### Element 11 – Employee Retirement Systems

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

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

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

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

#### **Element 12 – Public School Attendance Alternatives**

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

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

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

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

#### Element 13 – Rights of District Employees

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

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

## Element 14 – Mandatory Dispute Resolution

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

#### **GENERAL PROVISIONS**

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

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

## **PROPOSITION 39 DISPUTES**

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

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

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

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

Director/Principal Accelerated Charter Elementary School 3914 S. Main Street, Los Angeles, CA 90037

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

agreement of the parties, the parties shall mutually agree upon the selection of a mediator. If the parties are unable to mutually agree upon the selection of a mediator, the mediator shall be selected from a list of mediators prepared and provided by the American Arbitration Association. Mediation proceedings shall commence within thirty (30) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties, and conclude within forty (40) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.

5) If the mediation is not successful, either party may then initiate a civil action. Venue for any civil action between the parties shall be the Los Angeles County Superior Court.

## **NON-PROPOSITION 39 DISPUTES**

Any Dispute not related to or arising out of Proposition 39 shall be resolved in accordance with the procedures set forth below:

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

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

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

Director/Principal Accelerated Charter Elementary School 3914 S. Main Street, Los Angeles, CA 90037

2) A written response ("Written Response") shall be tendered to the other party within twenty (20) business days from the date of receipt of the Written Notification or other date as determined by mutual agreement of the parties. The Written Response shall be tendered to the other party by personal delivery, by facsimile or e-mail, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such communication if delivered by 5:00

p.m., or otherwise on the business day following personal delivery; (b) if by facsimile or email, upon electronic confirmation of receipt; or (c) if by certified mail, two (2) business days after deposit in the U.S. Mail.

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

#### **Element 15 – Charter School Closure Procedures**

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

## **REVOCATION OF THE CHARTER**

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

- Charter School committed a material violation of any of the conditions, standards, or procedures set forth in the Charter.
- Charter School failed to meet or pursue any of the pupil outcomes identified in the Charter.

- Charter School failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement.
- Charter School violated any provision of law.

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

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

#### **CLOSURE ACTION**

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

## **CLOSURE PROCEDURES**

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

#### Designation of Responsible Person(s) and Funding of Closure

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

#### **Notification of Closure Action**

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

- 1. The LAUSD Charter Schools Division (CSD). Charter School shall provide the CSD with written notice of (1) the person(s) designated to be responsible for conducting and overseeing all closure activities, and (2) the source, location, and management of the funding for such activities. If the Closure Action is an act of Charter School, Charter School shall provide the CSD with a copy of the governing board resolution or minutes that documents its Closure Action.
- 2. Parents/guardians of all students, and all majority age and emancipated minor students, currently enrolled in Charter School within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written parent notification to the CSD.
- 3. Los Angeles County Office of Education (LACOE). Charter School shall send written notification of the Closure Action to LACOE by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to the CSD.
- 4. The Special Education Local Plan Area (SELPA) in which Charter School participates. Charter School shall send written notification of the Closure Action to the SELPA in which Charter School participates by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to the CSD.
- 5. The retirement systems in which Charter School's employees participate. Within fourteen (14) calendar days of the Closure Action, Charter School shall notify, as applicable, the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), the Social Security Administration, and the Los Angeles County Office of Education of the Closure Action, and follow their respective procedures for dissolving contracts and reporting. Charter School shall provide a copy of these notifications and correspondence to the CSD.
- 6. The California Department of Education (CDE). Charter School shall send written notification of the Closure Action to the CDE by registered mail within 72 hours of the Closure Action. Charter School shall provide a copy of this notification to the CSD.
- 7. Any school district that may be responsible for providing education services to the former students of Charter School. Charter School shall send written notification of the Closure Action within 72 hours of the Closure Action. This notice must include a list of potentially returning students and their home schools based on student residence. Charter School shall provide a copy of these notifications, if any, to the CSD.
- 8. All Charter School employees and vendors within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written employee and vendor notification, with any attachments, to the CSD.

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

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

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

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

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

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

Notification of employees and vendors shall include:

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

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

#### **Records Retention and Transfer**

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

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

9. Charter School shall provide to the responsible person(s) designated by the governing board of Charter School to conduct all closure-related activities a list of students in each grade level and, for each student, a list of classes completed and the student's district of residence.

#### Financial Close-Out

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

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

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

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

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

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

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

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

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

#### Disposition of Liabilities and Assets

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

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

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

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

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

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

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

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

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

#### **Additional Provisions**

## **FACILITIES**

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

#### **District-Owned Facilities**

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

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

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

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

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

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

- <u>Use</u>: Charter School will be restricted to using the District facilities for the operation of a public school providing educational instruction to public school students consistent with the terms of the Charter and incidental related uses. Separate and apart from its right as authorizer to observe and inspect any part of the charter school at any time pursuant to Education Code 47607(a)(1), the District shall have and reserves the right to inspect District facilities upon reasonable notice to Charter School.
- <u>Furnishings and Equipment</u>: The District shall retain ownership of any furnishings and equipment, including technology, ("F&E") that it provides to Charter School for use. Charter School, at its sole cost and expense, shall provide maintenance and other services for the good and safe operation of the F&E.

- <u>Leasing</u>: Use of the District facilities by any person or entity other than Charter School shall be administered by the District. The parties may agree to an alternative arrangement in the use agreement.
- Programs, Services, and Activities Outside Instructional Program; Third Party Vendors
  - (i) Any program, service, or activity provided outside the instructional program shall be subject to the terms and provisions of the use agreement, and, additionally, may require a license, permit, or additional agreement issued by the District. The term "instructional program" is defined, per Education Code section 47612 and 5 CCR section 11960, as those required educational activities that generate funding based on "average daily attendance" and includes those extracurricular programs, services, and/or activities that students are required to participate in and do not require the payment of any consideration or fee.
  - (ii) Any program, service, or activity requiring the payment of any consideration or fee or provided by a third party vendor (defined as any person or entity other than Charter School), whether paid or volunteer and regardless of whether such may be within the instructional program, shall be subject to the terms and provisions of the use agreement and such third party vendor shall be required to obtain a license, permit, or additional agreement from the District.
- Minimum Payments or Charges to be Paid to District Arising From the Facilities:
  - (i) <u>Pro Rata Share</u>: The District shall collect and Charter School shall pay a Pro Rata Share for facilities costs as provided in the Charter Schools Act of 1992 and its regulations. The parties may agree to an alternative arrangement regarding facilities costs in the use agreement; and
  - (ii) <u>Taxes</u>; <u>Assessments</u>: Generally, Charter School shall pay any assessment or fee imposed upon or levied on the LAUSD facilities that it is occupying or Charter School's legal or equitable interest created by the use agreement.
- 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) <u>Co-Location</u>: If Charter School is co-locating or sharing the District facilities with another user, the District shall provide the operations and maintenance services for the District facilities and Charter School shall pay the Pro Rata Share. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such in the use agreement.
  - (ii) <u>Sole Occupant</u>: If Charter School is a sole occupant of District facilities, the District shall allow Charter School, at its sole cost and expense, to provide some operations and maintenance services for the District facilities in accordance with applicable laws and LAUSD's policies on operations and maintenance services for facilities and F&E. NOTWITHSTANDING THE FOREGOING, the District

shall provide all services for regulatory inspections which as the owner of the real property it is required to submit, and deferred maintenance, and Charter School shall pay LAUSD for the cost and expense of providing those services. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such services in the use agreement.

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 <u>not</u> have the option of obtaining and maintaining separate property insurance for the LAUSD facility IF Charter School is co-locating or sharing the LAUSD facility with another user.

#### **Non-District-Owned Facilities**

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

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

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

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

#### **INSURANCE**

#### **Insurance Requirements**

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

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

The following insurance policies are required:

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

coverage shall be \$1,000,000 per occurrence/\$1,000,000 aggregate, with deductible that is acceptable to the Los Angeles Unified School District.

- 5. Cyber Liability insurance coverage with minimum limits of \$500,000 per occurrence and \$500,000 general aggregate.
- 6. Professional Educators Errors and Omissions liability coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate.
- 7. Sexual Molestation and Abuse coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.
- 8. Employment Practices Legal Liability coverage with limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate.
- 9. Excess/Umbrella Liability insurance with limits of not less than \$10,000,000 is required of all high schools and any other school that participates in competitive interscholastic or intramural sports programs.

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

#### **Evidence of Insurance**

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

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

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

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

#### **Hold Harmless/Indemnification Provision**

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

## FISCAL MATTERS

#### **District Oversight Costs**

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

#### **Cash Reserves**

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

#### **Third Party Contracts**

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

#### Special Education Revenue Adjustment/Payment for Services

In the event that Charter School owes funds to the District for the provision of agreed upon or fee for service or special education services or as a result of the State's adjustment to allocation of special education revenues from Charter School, Charter School authorizes the District to deduct any and all of the in lieu property taxes that Charter School otherwise would be eligible to receive under section 47635 of the Education Code to cover such owed amounts. Charter School further understands and agrees that the District shall make appropriate deductions from

the in lieu property tax amounts otherwise owed to Charter School. Should this revenue stream be insufficient in any fiscal year to cover any such costs, Charter School agrees that it will reimburse the District for the additional costs within forty-five (45) business days of being notified of the amounts owed.

#### **Student Body Funds**

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

#### **Audit and Inspection of Records**

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

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

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

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

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

#### **Fiscal Policies and Procedures**

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

#### **Apportionment Eligibility for Students Over 19 Years of Age**

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

#### **Local Control and Accountability Plan**

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