



# Village Charter Academy

**Term of Charter**  
July 1, 2019 – June 30, 2024



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## Assurances, Affirmations, and Declarations

Village Charter Academy (also referred to herein as “VCA” 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: 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.

A “reasonably comprehensive” petition will include, in addition to the District Required Language, the following:

### **General Information**

1. At the beginning of Element 1, include the table below. Ensure that all information is provided.

<b><u>GENERAL INFORMATION</u></b>	
• The contact person for Charter School is:	Jennifer Clark
• The contact address for Charter School is:	7357 Jordan Ave. Canoga Park, 91303
• The contact phone number for Charter School is:	818-716-2887
• The proposed address or ZIP Code of the target community to be served by Charter School is:	7357 Jordan Ave. Canoga Park, 91303
• This location is in LAUSD Board District:	3
• This location is in LAUSD Local District:	Northwest
• The grade configuration of Charter School is:	TK-5
• The number of students in the first year will be:	325
• The grade level(s) of the students in the first year will be:	TK-5
• Charter School’s scheduled first day of instruction in 2019-2020 is:	August 19, 2019
• The enrollment capacity is: (Enrollment capacity is defined as the total number of students who may be enrolled in Charter School regardless of student residency.)	325
• The type of instructional calendar (e.g., traditional/year-round, single track/multi-track, extended day/year) will be:	Traditional
• The bell schedule for Charter School will be:	8:00am-3:00pm
• The term of this Charter shall be from:	July 1, 2019 to June 30, 2024



## **Community Need for Charter School**

### **Academic Performance Data**

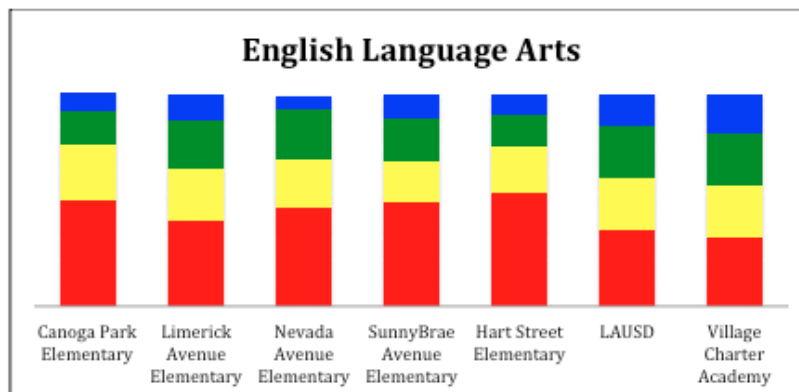
Village Charter Academy showed school wide growth on 2017 **Smarter Balanced** assessments in both Math (+7.29) and ELA (+15.86). Our school wide scores compared to our resident schools shows our students performing higher in Math by 13.5% and ELA by 12.45%. The growth of VCA's students from 2016 to 2017 is also higher than that of LAUSD Resident Schools in Math (+1.5) and ELA (+10.45). The 2017 Smarter Balanced administration was the first year that students who enrolled with us in first grade participated in state testing. The increase in scores demonstrates that the rigorous curriculum and instruction at Village provided over a period of time has resulted in greater student achievement. Village Charter Academy's demographic information reflects that we serve a similar population to the resident schools, with the exception of a significantly higher population of students with disabilities. Schoolwide growth reports demonstrate that in ELA, VCA showed 10-point growth of students meeting or exceeding the standard from 2014-15 to 2016-17. The percentage of students not meeting the standard decreased 24 points from 2014-2015 to 2016-17. In Math, percentage of students meeting or exceeding the standard grew 15 points from 2014-15 to 2016-17, while the percentage of students not meeting the standard decreased 15 points.

### **Village Charter Academy CAASPP 2016-2017**

#### **Comparison to Resident Schools**

**Village Charter Academy CAASPP 2016-2017  
Comparison to Surrounding LAUSD Schools**

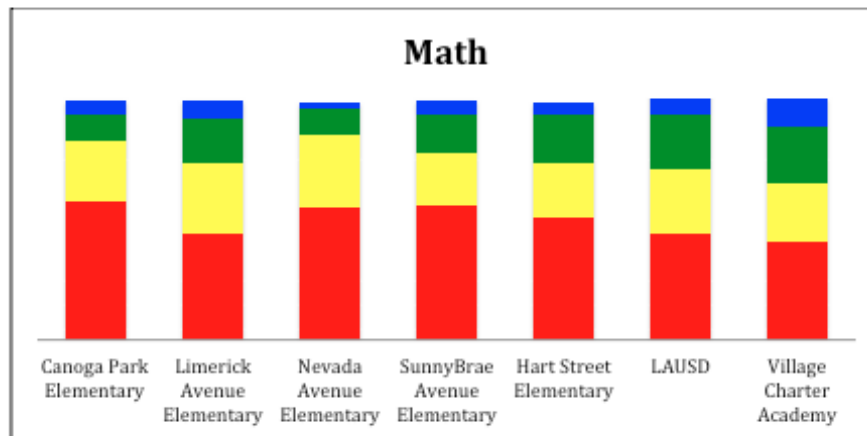
ELA-Schoolwide							
	Canoga Park Elementary	Limerick Avenue Elementary	Nevada Avenue Elementary	SunnyBrae Avenue Elementary	Hart Street Elementary	LAUSD	Village Charter Academy
Standard Exceeded	8.53%	13.24%	6.19%	11.52%	9.61%	14.59%	19.05%
Standard Met	15.59%	21.81%	24.23%	19.70%	15.32%	24.96%	23.81%
Standard Nearly Met	26.18%	24.51%	22.68%	19.33%	21.82%	24.14%	25.00%
Standard Not Met	49.71%	40.44%	46.91%	49.44%	53.25%	36.30%	32.14%





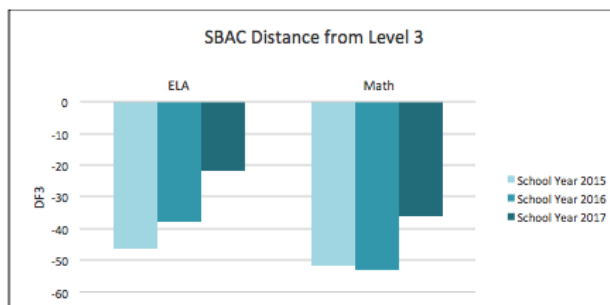
## Village Charter Growth Reports SBAC Schoolwide

Math-Schoolwide							
	Canoga Park Elementary	Limerick Avenue Elementary	Nevada Avenue Elementary	SunnyBrae Avenue Elementary	Hart Street Elementary	LAUSD	Village Charter Academy
Standard Exceeded	5.81%	7.73%	3.05%	5.71%	5.12%	12.40%	11.76%
Standard Met	11.34%	18.12%	11.17%	16.07%	20.46%	17.46%	23.53%
Standard Nearly Met	24.71%	29.95%	30.46%	22.14%	23.27%	26.62%	23.53%
Standard Not Met	58.14%	44.20%	55.33%	56.07%	51.15%	43.52%	41.18%



Group: Schoolwide							
ELA				Math			
	2014-2015	2015-2016	2016-2017		2014-2015	2015-2016	2016-2017
Standard Exceeded	21.00%	11.00%	19.05%	Standard Exceeded	6.00%	5.00%	11.76%
Standard Met	12.00%	16.00%	23.81%	Standard Met	15.00%	23.00%	23.53%
Standard Nearly Met	12.00%	36.00%	25.00%	Standard Nearly Met	24.00%	27.00%	23.53%
Standard Not Met	56.00%	36.00%	32.14%	Standard Not Met	56.00%	45.00%	41.18%

Village Charter Academy  
Schoolwide SBAC Distance from Level 3





The **California School Dashboard** data shows that on the 2017 English Language Arts Assessment Report in ELA, English Learners increased 3.9 points, Socio-Economic Disadvantaged students increased 12.6, Students with Disabilities increased 27 points, and Latino students increased 15.3 points from the 2016 English Language Arts Assessment Report. In Math, English Learners increased 26.9, Socio Economic Disadvantaged students increased 19.9, Students with Disabilities increased 21.2, and Latino students increased 14.9.

Group: Students with Disabilities							
ELA				Math			
	2014-2015	2015-2016	2016-2017		2014-2015	2015-2016	2016-2017
Standard Exceeded	0.00%	0.00%	4.17%	Standard Exceeded	0.00%	0.00%	4.17%
Standard Met	0.00%	0.00%	8.33%	Standard Met	0.00%	0.00%	12.5%
Standard Nearly Met	14.00%	15.00%	33.33%	Standard Nearly Met	0.00%	8.00%	12.5%
Standard Not Met	86.00%	85.00%	54.17%	Standard Not Met	100.00%	92.00%	70.83%

Group: Hispanic Latino							
ELA				Math			
	2014-2015	2015-2016	2016-2017		2014-2015	2015-2016	2016-2017
Standard Exceeded	9.00%	9.00%	13.24%	Standard Exceeded	9.00%	0.00%	7.35%
Standard Met	14.00%	11.00%	20.59%	Standard Met	5.00%	20.00%	19.12%
Standard Nearly Met	14.00%	40.00%	26.47%	Standard Nearly Met	23.00%	31.00%	25.00%
Standard Not Met	64.00%	40.00%	39.71%	Standard Not Met	64.00%	49.00%	48.53%

Group: English Learners							
ELA				Math			
	2014-2015	2015-2016	2016-2017		2014-2015	2015-2016	2016-2017
Standard Exceeded	0.00%	0.00%	0.00%	Standard Exceeded	0.00%	0.00%	4.76%
Standard Met	7.00%	14.00%	4.76%	Standard Met	0.00%	14.00%	4.76%
Standard Nearly Met	0.00%	21.00%	28.57%	Standard Nearly Met	13.00%	14.00%	9.52%
Standard Not Met	93.00%	64.00%	66.67%	Standard Not Met	87.00%	71.00%	80.95%

Group: Socioeconomically Disadvantaged							
ELA				Math			
	2014-2015	2015-2016	2016-2017		2014-2015	2015-2016	2016-2017
Standard Exceeded	16.00%	8.00%	11.94%	Standard Exceeded	8.00%	0.00%	7.46%
Standard Met	12.00%	13.00%	20.90%	Standard Met	8.00%	24.00%	23.88%
Standard Nearly Met	8.00%	39.00%	29.85%	Standard Nearly Met	28.00%	26.00%	22.36%
Standard Not Met	64.00%	39.00%	37.31%	Standard Not Met	56.00%	50.00%	46.27%

**Village Charter's Reclassification** rate is 2.5% lower than our resident schools, but has increased each year. The rate from 2015-16 to 2017-18 increased 5%. Data from CDE shows that VCA increased its reclassification rate from 0% in 2014-15 to 10.3% in 2015-16, and then to 15.3% in 2016-17. Although the reclassification rate has been slightly below that of comparison resident schools, the increase in reclassification each year shows progress toward this goal. The percentage of At Risk (4-5 Years) ELs for VCA is



11.6%, which is 1.5% lower than our resident schools. The reporting system from the CDE may not capture the actual number of students reclassified in the past three years because students who are reclassified in their fifth grade year and culminate to middle school and other students who do not attend VCA the following year are not reported. According to internal data, VCA reclassified 17% English Learners in 2015-2016, and 19% in 2016-2017. Village Charter Academy remains committed to providing appropriate services to English Learners to ensure that they meet the requirements to reclassify in a timely manner.

English Learner Progress			
Reclassification Rate			
	2014-2015	2015-2016	2016-2017
VCA	0%*	10.3%	15.3%
Resident Median	18%	9.1%	17.8%
English Learners			
2016-2017		EL 0-3 years	At-Risk 4-5 years
	VCA	71.1%	11.6%
	Resident Median	55.8%	13.1%

### **Internal Benchmarks**

Village Charter uses Reading Renaissance's STAR Math and STAR Reading for **internal benchmark assessments**. After the mid-year math benchmark, the kindergarten average is at the beginning of first grade equivalency, demonstrating a solid math foundation and readiness for the next year. First grade grew 6 months from the Beginning of Year administration to Middle of Year administration, and is half a year above grade level. Second grade increased four months, third grade grew 5 months, fourth grade increased 6 months and fifth grade grew 8 months from Beginning of Year to Middle of Year administrations. The average grade level equivalency is within each grade level. In ELA, Kindergarten students grew from 77% on or above grade level to 85% from the beginning of the year to the middle of the year, as evidenced by DIBELS. Grades 1-5 participate in STAR Reading. First through third grades made 4 months growth in the same amount of time. After the Middle of Year benchmark, first grade was slightly above grade level, while second and third grades were slightly below grade level. This demonstrates at which point the demands are increased, and interventions should be intensified. Fourth and fifth grades increased 6 months in four months of instructional time.

The school's focus on the Common Core shifts in Math in last 3 years have resulted in students in subgroups narrowing the achievement gap at a faster pace than in ELA. On internal math benchmark assessments, **English Learners** in grades K- 2 are at or above grade level. The achievement gap begins in third and fourth grades, where EL's are half a year average below grade level, and widens to 1 year below grade level in fifth grade. It should be noted that most EL students in grades three and above are also identified as students with disabilities, which may impact their scores. On ELA benchmarks, each grade level made growth. Beginning in second grade, achievement gap widens each year, but the impact of students with disabilities is also a factor. English Learner progress is monitored systematically at each grade level under the RTI model, and needs are addressed through sound, research-based strategies and interventions.





The **Socioeconomically Disadvantaged** subgroup was on or above grade level in Math after the Middle of Year benchmark in Kindergarten through fourth grades, and made the same growth as the overall population. While this subgroup is about half a year behind in fifth grade, they made a year's growth from the Beginning of Year to Middle of Year administration.

The **Students with Disabilities** subgroup in grades K, 2, 5 made 3-4 months growth from the Beginning of Year to Middle of Year assessment on the STAR Math benchmark, while fourth grade made 7 months growth, and 3rd grade made 1 year growth from Beginning of Year to Middle of Year. On STAR Reading, the average growth for students with disabilities in 1st and 2nd was 2-3 months in 4 months of instruction, 3rd grade made 1 year growth from Beginning of Year to Middle of Year, and fourth and fifth grade students with disabilities made 3-4 months growth in the same amount of time.

**Note: The District Required Language contains all provisions to address matters related to students with disabilities and special education.**

### **Successes and Challenges**

In the first charter cycle, Village Charter has had many successes. With carefully planned professional development, the staff has worked to fully implement the components of the charter. The content-rich and rigorous Core Knowledge curriculum, with an emphasis on the arts and implementation of technology has served the diverse needs of our student population.

By addressing social as well as academic needs, we have developed a positive school climate with a culture of learning. With a focus on positive behavior support through the teaching of Core Virtues, Village Charter has maintained a zero percent suspension rate since its first year of operation in 2014-2015.

A well-developed full inclusion program welcomes students of all abilities and allows students with disabilities to access grade level curriculum and interact with their non-disabled peers in all contexts.

Village Charter has maintained continuity in school leadership and on the Board of Directors, which has created a stable environment for growth and development as well as sound fiscal health. By receiving grants from the federal Public Charter School Grant Program (PCSGP) and the Walton Family Foundation Public Charter Startup Grant program in the first year of operation, the school has leveraged its resources to provide quality services to all students while building a reserve and preparing for future financial challenges. Village has also earned WASC accreditation in the 2016-2017 school year, which is recognition of the quality program that the school has implemented.

As challenges have arisen, The Board, in collaboration with school leadership, have developed strategic improvement plans to continue on a path of progress and success. The Board and leadership are committed to ensuring that the needs of students with



disabilities are met. The school budget reflects an allocation of resources for personnel, equipment, and services for our special education population. The Director of Student Services ensures that staff is prepared to implement students' IEP's to fidelity. Professional development opportunities are sought and also provided in-house for a deeper understanding of the disabilities and challenges of our students. The school maintains effective communication with parents of students with special needs in order to develop a positive relationship so that challenges can be met with a collaborative, problem-solving process.

Another challenge the school has worked through since the inception of the charter is a lack of historical data in order to anticipate the needs of our new student population. We have developed a systematic data collection process to gather and analyze student achievement. This has allowed us to monitor the growth of students, adjust instruction, deliver interventions, and challenge high achievers. The building of historical data has given us the tools for long-term strategic planning.

The school's goals have included creating an effective technology program. Using funds from PCSGP, Village Charter invested in providing adequate technology equipment in the classrooms, at first providing iPads and laptops in each classroom, then expanding to interactive whiteboards. Our program was also boosted by a focus on professional development in technology for teachers to allow them to plan and implement engaging and enriching activities using the devices. School leadership created a comprehensive sustained professional development plan focused on planning engaging activities that allows students to deepen their learning of content while proficiently using technology as 21st century learners.

The Board has put an emphasis on ensuring that student achievement continues to grow. The specific actions the Board has put in place have yielded positive results. As our teaching staff has accessed professional development and gained experience in implementing Core Knowledge Language Arts and Math in Focus, our student achievement has improved as evidenced by increasing test scores. Our full inclusion special education program also continues to grow and improve through the addition of the Director of Student Services. We have allocated funds in the budget for instructional assistants, one-to-one aides, and supplemental materials and equipment. The teachers and staff have built their capacity to implement strategies and accommodations according to students' IEP's to increase access to the curriculum. Through our successes and challenges, we have increased our capacity to serve our student population.





## **Student Population To Be Served**

Based on data pulled from the California Department of Education's DataQuest, Village Charter Academy currently serves an integrated student body of 270 in grades Transitional Kindergarten through Fifth Grade that includes 39.64% English Learners, 82.14% Socioeconomically Disadvantaged, and 17.85% students with disabilities. The ethnic makeup of the school is 80.40% Latino, 8.6% White, 4.6% Asian/Filipino, 5.0% Black or African American, less than .07% Pacific Islander, and .7 % 2 or more races.

Village Charter Academy serves a wide range of student abilities and talents with a Core Knowledge Curriculum aligned to the Common Core Standards, supported by a strong arts strand, which is a research-proven (Deasy, 2002), successful approach for a wide range of student learning needs and abilities. Village Charter Academy is open to all students in grades TK-5. VCA recruits students in the Canoga Park and surrounding areas of the San Fernando Valley that is currently served by the Los Angeles Unified School District with a focus on the education of a diverse student body that includes English Learners, disadvantaged, low-performing, special education Title I and GATE students.

Village Charter Academy's **Enrollment Roll-Out Plan** is outlined in the chart below.

<b>Enrollment Roll-Out Plan</b>					
<b>Grade</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>
<b>K</b> (incl. TK)	75	75	75	75	75
<b>1</b>	50	50	50	50	50
<b>2</b>	50	50	50	50	50
<b>3</b>	50	50	50	50	50
<b>4</b>	50	50	50	50	50
<b>5</b>	50	50	50	50	50
<b>Total</b>	<b>325</b>	<b>325</b>	<b>325</b>	<b>325</b>	<b>325</b>

## **Goals and Philosophy**

### **Vision Statement**

Students at Village Charter Academy, supported by the charter's learning community, will use their unique attributes to achieve a broad base of knowledge integrated with the arts and technology. In order to achieve success on a global scale and be well prepared as 21st century learners, Village Charter Academy will create a diverse community of engaged citizens who treat others with respect, value individuals, foster strong relationships, and demonstrate a work ethic that exemplifies perseverance and responsibility.



### **Mission Statement**

Village Charter Academy will provide a powerful knowledge-based curriculum where:

- students are **motivated** to recognize the strength in their abilities and gain confidence in their own successes;
- students feel **respected** and appreciated by their peers;
- students and educators **collaborate** to create a learning environment that promotes the willingness to share ideas, investigate, and take risks;
- well planned lessons are **differentiated** for multiple learning needs and access is created for all students to **achieve** the desired learning goals of the school;
- parents, educators, and students support a **village** of learning, which ensures success for all students.

**An educated person in the 21st century** participates in society with compassion, empathy and knowledge of their potential to achieve and make a difference. An educated person in the 21st century has a large base of knowledge in the areas of history, science, literature, language arts, mathematics, the arts, technology, and social sciences that enables them to participate fully in an ever-increasing global community. He/She strives to treat others with respect, values relationships, and demonstrates a work ethic that exemplifies perseverance and responsibility.

An educated person in the 21st century demonstrates skills and abilities in academic, scientific, informational, multicultural and technological literacy as well as higher order thinking, global awareness and the ability to create high-quality products.

An educated person in the 21st century has the ability to adapt, is self-directed, displays curiosity and creativity, is a risk taker, and works well in a team environment with good interpersonal and communication skills. The 21<sup>st</sup> century-educated person is prepared to apply these skills beyond K-12 education in college and career. The use of technology is integrated into the acquisition of these skills, so that he/she adapts and innovates along with the advancement of technology.

*“Our society cannot afford a two-tiered system in which the affluent have access to a superior education, while everyone else is subjected to a dull and incoherent classroom experience. Academic excellence, educational equity and fairness demands a strong foundation of knowledge for all learners.” ~ E.D. Hirsch, Jr.*

**Learning best occurs** when students are exposed to a broad base of knowledge that is comprehensive and rigorous, combined with high-quality, engaging instruction. The implementation of the Core Knowledge curriculum, along with Common Core Math using the Singapore Method and Next Generation Science Standards at VCA provides all students with a coherent, cumulative, and content specific curriculum in a powerful instructional program designed to meet the learning needs of diverse student body. Students at Village Charter Academy not only participate in a coherent sequence in history, the arts, literature, math and science, but also a content-oriented language arts program integrated with the curriculum as a whole.



When students are **motivated** to recognize the strength in their abilities and gain confidence in their own successes, they will be able to use their successes as a foundation for future learning. The key to student motivation is a rich instructional program where students are engaged learners and excited about the classroom learning activities. Recognition in the forms of Student of the Month and Attendance Assemblies, performances in the arts, participation in the community circles, leadership roles in the classroom, Core Virtues, peer tutoring, school-wide recognition assemblies, Open House and Back-to-School nights, and the school Honor Roll, are activities to recognize and validate these student successes.

When students feel **respected** and appreciated by their peers, they will gain confidence in their ability to contribute to the learning of others, as well as themselves. A community circle begins the school day with students previewing the daily schedule and setting individual learning goals for the day. At the end of each day, students gather again in a student-led community circle to reflect on their successes in meeting their goals set in the morning circle and to identify areas where additional instruction is needed. The community circle is also a vehicle to create a caring classroom community providing students with leadership opportunities to build problem solving and communication skills and an opportunity for peer support and recognition.

When students and educators **collaborate**, they create a learning environment that promotes willingness to share ideas, investigate, and take risks. A highly organized strategy of cooperative learning is a major instructional tool implemented in all classrooms where students share ideas, reflect on their learning in oral and written form, and work on group projects that are assessed by their peers. The process is highly defined and implemented in all grade levels, with all students trained in the process that promotes oral and written language and problem-solving skills.

When the needs of diverse learners are met with well-planned lessons that are differentiated for multiple learning needs, access is created for all students to **achieve** the desired learning goals of each lesson. A comprehensive professional development plan implements training in differentiated instruction, special needs students, VCA's Master Plan for ELs, learning modalities, second-language learners language development, assessment techniques for individual student program planning, GATE instruction, and the RTI process. Teachers meet weekly for lesson development and planning with the Circles of Inquiry process to examine student work.

When parents, educators, and students support a **village** of learning, this ensures success for all students. Village Charter Academy is a caring school environment where every staff member, student and parent is valued for his or her contributions to VCA. Staff and parents are meaningfully involved in the decision-making process which is always focused on the mission and vision of the school. Students may choose to participate in Leadership Council, where they organize and run school events, school and community service projects, and learn about civic responsibility. Student achievement is central to all decisions and funding. In a school where all students have success, where everyone is



respected for their contributions, and where parents, students and staff are supported to develop their leadership skills, a cohesive school is a reality.

### **LCFF Table**

<b>LCFF STATE PRIORITIES</b>	
<b>GOAL #1</b>	
Students will increase proficiency in Core Content Areas.	Related State Priorities: <input type="checkbox"/> 1 <input checked="" type="checkbox"/> 4 <input checked="" type="checkbox"/> 7 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 8 <input type="checkbox"/> 3 <input type="checkbox"/> 6
	Local Priorities: <input type="checkbox"/> : <input type="checkbox"/> :
<b>Specific Annual Actions to Achieve Goal</b>	
<p>Action 1: Students will be assessed using DIBELS 3 times a year and progress monitor to provide targeted intervention. Evaluate student growth of school wide benchmarks for Math and ELA.</p> <p>Action 2: Implement Superstar Online in grades TK-5.</p> <p>Action 3: Fully implement the EL PAC Teachers will use ELD Rubric to grade students. Teachers will integrate the ELD Standards into daily instruction.</p> <p>Action 4: Special Education students will meet with the RSP Teacher or the Director of Student Services to set academic achievement goals at the beginning of the school year based on their IEP goals. Students will meet throughout the year for follow up and check-in on how they are progressing towards their IEP goals.</p> <p>Action 5: Recruit and retain highly qualified staff (All teachers will be ESSA Qualified) Provide Professional Development on CCSS</p> <p>Action 6: Ensure Student/Teacher access to instructional materials including digital, that are aligned to CCSS. 1. Replenish consumable CCSS instructional materials.</p>	
<b>Expected Annual Measurable Outcomes</b>	
<p><b>Outcome #1:</b> An increasing number of students will meet or exceed state standards in ELA/Math</p> <p><b>Metric/Method for Measuring:</b> Annual ELA/Math Smarter Balance Results</p>	



APPLICABLE STUDENT GROUPS	Baseline	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	43/35%	44/36%	45/37%	46/38%	47/39%	48/40%
English Learners	5/10%	6/11%	7/12%	8/13%	9/14%	10/15%
Socioecon. Disadv./Low Income Students	33/31%	34/32%	35/33%	36/34%	37/35%	38/36%
Students with Disabilities	13/17%	14/18%	15/19%	16/20%	17/21%	18/22%
Latino Students	34/26%	35/27%	36/28%	37/29%	38/30%	39/31%

**Outcome #2:** Students will maintain or increase usage of Superstar online at school and at home.

**Metric/Method for Measuring:** Superstar Online usage report

APPLICABLE STUDENT GROUPS	Baseline	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	Determine baseline of Superstar online use	Maintain 80% of students using Superstar online or increase from Baseline	Maintain 80% of students using Superstar online or increase from Baseline	Maintain 80% of students using Superstar online or increase from Baseline	Maintain 80% of students using Superstar online or increase from Baseline	Maintain 80% of students using Superstar online or increase from Baseline
English Learners	Determine baseline of Superstar online use	Maintain 80% of students using Superstar online or increase from Baseline	Maintain 80% of students using Superstar online or increase from Baseline	Maintain 80% of students using Superstar online or increase from Baseline	Maintain 80% of students using Superstar online or increase from Baseline	Maintain 80% of students using Superstar online or increase from Baseline
Socioecon. Disadv./Low Income Students	Determine baseline of Superstar online use	Maintain 80% of students using Superstar online or increase from Baseline	Maintain 80% of students using Superstar online or increase from Baseline	Maintain 80% of students using Superstar online or increase from Baseline	Maintain 80% of students using Superstar online or increase from Baseline	Maintain 80% of students using Superstar online or increase from Baseline
Students with Disabilities	Determine baseline of Superstar online use	Maintain 80% of students using Superstar online or increase from Baseline	Maintain 80% of students using Superstar online or increase from Baseline	Maintain 80% of students using Superstar online or increase from Baseline	Maintain 80% of students using Superstar online or increase from Baseline	Maintain 80% of students using Superstar online or increase from Baseline
Latino Students	Determine baseline of Superstar online use	Maintain 80% of students using Superstar online or increase	Maintain 80% of students using Superstar online or increase	Maintain 80% of students using Superstar online or increase	Maintain 80% of students using Superstar online or increase	Maintain 80% of students using Superstar online or increase



		from Baseline	from Baseline	from Baseline	from Baseline	from Baseline
<b>Outcome #3:</b> English Learner progress rate will increase yearly.						
<b>Metric/Method for Measuring:</b> Annual ELPAC results						
APPLICABLE STUDENT GROUPS	Baseline	2018- 2019	2019- 2020	2020- 2021	2021- 2022	2022- 2023
All Students (Schoolwide)	N/A	N/A	N/A	N/A	N/A	N/A
English Learners	EL students will advance at least one level on the ELPAC or other available external and internal assessment each year.	EL students will advance at least one level on the ELPAC or other available external and internal assessment each year.	EL students will advance at least one level on the ELPAC or other available external and internal assessment each year.	EL students will advance at least one level on the ELPAC or other available external and internal assessment each year.	EL students will advance at least one level on the ELPAC or other available external and internal assessment each year.	EL students will advance at least one level on the ELPAC or other available external and internal assessment each year.
Socioecon. Disadv./Low Income Students	N/A	N/A	N/A	N/A	N/A	N/A
Students with Disabilities	N/A	N/A	N/A	N/A	N/A	N/A
Latino Students	N/A	N/A	N/A	N/A	N/A	N/A
<b>Outcome #4:</b> Special Education students will meet with the RSP Teacher or the Director of Student Services to set academic achievement goals at the beginning of the school year based on their IEP goals. Students will meet throughout the year for follow up and check-in on how they are progressing towards their IEP goals.						
<b>Metric/Method for Measuring:</b> RSP logs						
APPLICABLE STUDENT GROUPS	Baseline	2018- 2019	2019- 2020	2020- 2021	2021- 2022	2022- 2023
All Students (Schoolwide)	N/A	N/A	N/A	N/A	N/A	N/A
English Learners	N/A	N/A	N/A	N/A	N/A	N/A
Socioecon. Disadv./Low Income Students	N/A	N/A	N/A	N/A	N/A	N/A
Students with Disabilities	100% of RSP Students will meet with their RSP Teacher or the Director of Student Services to set annual goals	100% of RSP Students will meet with their RSP Teacher or the Director of Student Services to set annual goals	100% of RSP Students will meet with their RSP Teacher or the Director of Student Services to set annual goals	100% of RSP Students will meet with their RSP Teacher or the Director of Student Services to set annual goals	100% of RSP Students will meet with their RSP Teacher or the Director of Student Services to set annual goals	100% of RSP Students will meet with their RSP Teacher or the Director of Student Services to set annual goals
Latino Students	N/A	N/A	N/A	N/A	N/A	N/A
<b>Outcome #5:</b> All teachers will be appropriately credentialed and/or qualified according to state charter school law and requirements under CCTC						
<b>Metric/Method for Measuring:</b> Annual review of credentials/qualifications						



APPLICABLE STUDENT GROUPS	Baseline	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	100%	100%	100%	100%	100%	100%
English Learners	100%	100%	100%	100%	100%	100%
Socioecon. Disadv./Low Income Students	100%	100%	100%	100%	100%	100%
Students with Disabilities	100%	100%	100%	100%	100%	100%
Latino Students	100%	100%	100%	100%	100%	100%

**Outcome #6:** Ensure Student/Teacher access to instructional materials including digital that are aligned to CCSS.

**Metric/Method for Measuring:** Annual Inventory

APPLICABLE STUDENT GROUPS	Baseline	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	100% of students have access to CCSS aligned materials	100% of students have access to CCSS aligned materials	100% of students have access to CCSS aligned materials	100% of students have access to CCSS aligned materials	100% of students have access to CCSS aligned materials	100% of students have access to CCSS aligned materials
English Learners	100% of students have access to CCSS aligned materials	100% of students have access to CCSS aligned materials	100% of students have access to CCSS aligned materials	100% of students have access to CCSS aligned materials	100% of students have access to CCSS aligned materials	100% of students have access to CCSS aligned materials
Socioecon. Disadv./Low Income Students	100% of students have access to CCSS aligned materials	100% of students have access to CCSS aligned materials	100% of students have access to CCSS aligned materials	100% of students have access to CCSS aligned materials	100% of students have access to CCSS aligned materials	100% of students have access to CCSS aligned materials
Students with Disabilities	100% of students have access to CCSS aligned materials	100% of students have access to CCSS aligned materials	100% of students have access to CCSS aligned materials	100% of students have access to CCSS aligned materials	100% of students have access to CCSS aligned materials	100% of students have access to CCSS aligned materials
Latino Students	100% of students have access to CCSS aligned materials	100% of students have access to CCSS aligned materials	100% of students have access to CCSS aligned materials	100% of students have access to CCSS aligned materials	100% of students have access to CCSS aligned materials	100% of students have access to CCSS aligned materials





## LCFF STATE PRIORITIES

### GOAL #2

Ensure Access to, and Mastery of 21<sup>st</sup> Century Learning Tools, Resources and Skills for all staff and students.

Related State Priorities:

- ☒ 1    ☒ 4    ☒ 7  
☒ 2    ☐ 5    ☒ 8  
☐ 3    ☐ 6

Local Priorities:

- ☐:  
☐:

### Specific Annual Actions to Achieve Goal

#### Action 1:

Promote the use of technology as a means to deliver a rigorous and relevant curriculum aligned to CCSS.

1. Purchase Ipads and Macbooks as needed.
2. Provide ongoing support for interactive white boards
3. Increase student use of individual devices

#### Action 2:

Teachers will have training in teaching art and art integration into the curriculum.

#### Action 3:

Implementation of technology/art integrated activities:

1. Teacher development of lessons and activities that integrate technology/art
2. Teacher use of grade level developed rubrics/checklists

### Expected Annual Measurable Outcomes

**Outcome #1:** Promote the use of technology as a means to deliver a rigorous and relevant curriculum aligned to CCSS.

**Metric/Method for Measuring:** Annual Inventory Log of Devices

APPLICABLE STUDENT GROUPS	Baseline	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	2:1 student to device ratio	2:1 student to device ratio	2:1 student to device ratio	2:1 student to device ratio	2:1 student to device ratio	2:1 student to device ratio
English Learners	2:1 student to device ratio	2:1 student to device ratio	2:1 student to device ratio	2:1 student to device ratio	2:1 student to device ratio	2:1 student to device ratio
Socioecon. Disadv./Low Income Students	2:1 student to device ratio	2:1 student to device ratio	2:1 student to device ratio	2:1 student to device ratio	2:1 student to device ratio	2:1 student to device ratio
Students with Disabilities	2:1 student to device ratio	2:1 student to device ratio	2:1 student to device ratio	2:1 student to device ratio	2:1 student to device ratio	2:1 student to device ratio
Latino Students	2:1 student to device ratio	2:1 student to device ratio	2:1 student to device ratio	2:1 student to device ratio	2:1 student to device ratio	2:1 student to device ratio





	ratio	ratio	ratio	ratio	ratio	ratio
<b>Outcome #2:</b> Provide teachers with training in teaching art and art integration into the curriculum. <b>Metric/Method for Measuring:</b> Participation in ongoing art instruction and yearly Arts Showcase						
APPLICABLE STUDENT GROUPS	Baseline	2018- 2019	2019- 2020	2020- 2021	2021- 2022	2022- 2023
All Students (Schoolwide)	100% Participation	100% Participation	100% Participation	100% Participati on	100% Participation	100% Participation
English Learners	100% Participation	100% Participation	100% Participation	100% Participati on	100% Participation	100% Participation
Socioecon. Disadv./Low Income Students	100% Participation	100% Participation	100% Participation	100% Participati on	100% Participation	100% Participation
Students with Disabilities	100% Participation	100% Participation	100% Participation	100% Participati on	100% Participation	100% Participation
Latino Students	100% Participation	100% Participation	100% Participation	100% Participati on	100% Participation	100% Participation
<b>Outcome #3:</b> Implementation of technology/art integrated activities <b>Metric/Method for Measuring:</b> Completed lesson plans and teacher evaluations.						
APPLICABLE STUDENT GROUPS	Baseline	2018- 2019	2019- 2020	2020- 2021	2021- 2022	2022- 2023
All Students (Schoolwide)	100 % Completion	100 % Completion	100 % Completion	100 % Completion	100 % Completion	100 % Completion
English Learners	100 % Completion	100 % Completion	100 % Completion	100 % Completion	100 % Completion	100 % Completion
Socioecon. Disadv./Low Income Students	100 % Completion	100 % Completion	100 % Completion	100 % Completion	100 % Completion	100 % Completion
Students with Disabilities	100 % Completion	100 % Completion	100 % Completion	100 % Completion	100 % Completion	100 % Completion
Latino Students	100 % Completion	100 % Completion	100 % Completion	100 % Completion	100 % Completion	100 % Completion



## LCFF STATE PRIORITIES

### GOAL #3

School will provide a safe and secure environment for all staff and students.

Related State Priorities:

- ☒ 1    ☐ 4    ☒ 7  
☐ 2    ☒ 5    ☐ 8  
☒ 3    ☐ 6

Local Priorities:

- ☐  
☐

### Specific Annual Actions to Achieve Goal

Action 1:

Promote positive attendances to increase school ADA:

1. Classroom Attendance Incentives
2. Office clerk will call absent/tardy students daily and maintain a contact log
3. Monitor effectiveness of current attendance incentive practices

Action 2:

The school will offer Independent Study to students whose circumstances elicit a need for temporary loss of attendance in school.

Action 3:

A member of the School Health and Safety Committee will use the Facility Inspection Tool (or a local instrument) to measure the school facility.

Action 4:

Survey the parents each year to assess school climate.

### Expected Annual Measurable Outcomes

**Outcome #1:** Maintain an attendance rate of 95% or higher for enrolled students.

**Metric/Method for Measuring:** Attendance rate of enrolled students.

APPLICABLE STUDENT GROUPS	Baseline	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	95% or higher	95% or higher	95% or higher	95% or higher	95% or higher	95% or higher
English Learners	95% or higher	95% or higher	95% or higher	95% or higher	95% or higher	95% or higher
Socioecon. Disadv./Low Income Students	95% or higher	95% or higher	95% or higher	95% or higher	95% or higher	95% or higher
Students with Disabilities	95% or higher	95% or higher	95% or higher	95% or higher	95% or higher	95% or higher
Latino Students	95% or higher	95% or higher	95% or higher	95% or higher	95% or higher	95% or higher

**Outcome #2:** The school will offer Independent Study to students whose circumstances elicit a need for temporary loss of attendance in school.



**Metric/Method for Measuring:** Completed Independent Study Contracts

APPLICABLE STUDENT GROUPS	Baseline	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	100% Access	100% Access	100% Access	100% Access	100% Access	100% Access
English Learners	100% Access	100% Access	100% Access	100% Access	100% Access	100% Access
Socioecon. Disadv./Low Income Students	100% Access	100% Access	100% Access	100% Access	100% Access	100% Access
Students with Disabilities	100% Access	100% Access	100% Access	100% Access	100% Access	100% Access
Latino Students	100% Access	100% Access	100% Access	100% Access	100% Access	100% Access

**Outcome #3:** A member of the School Health and Safety Committee will use the Facility Inspection Tool (or a local instrument) to evaluate the school facility's health and safety.

**Metric/Method for Measuring:** Completion of FIT

APPLICABLE STUDENT GROUPS	Baseline	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	100% Completion	100% Completion	100% Completion	100% Completion	100% Completion	100% Completion
English Learners	100% Completion	100% Completion	100% Completion	100% Completion	100% Completion	100% Completion
Socioecon. Disadv./Low Income Students	100% Completion	100% Completion	100% Completion	100% Completion	100% Completion	100% Completion
Students with Disabilities	100% Completion	100% Completion	100% Completion	100% Completion	100% Completion	100% Completion
Latino Students	100% Completion	100% Completion	100% Completion	100% Completion	100% Completion	100% Completion

**Outcome #4:**

Survey the parents each year to assess school climate.

**Metric/Method for Measuring:**

Annual parent survey

APPLICABLE STUDENT GROUPS	Baseline	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	≥80% or better are satisfied	≥80% or better are satisfied	≥80% or better are satisfied	≥80% or better are satisfied	≥80% or better are satisfied	≥80% or better are satisfied
English Learners	≥80% or better are satisfied	≥80% or better are satisfied	≥80% or better are satisfied	≥80% or better are satisfied	≥80% or better are satisfied	≥80% or better are satisfied



Socioecon. Disadv./Low Income Students	≥80% or better are satisfied	≥80% or better are satisfied	≥80% or better are satisfied	≥80% or better are satisfied	≥80% or better are satisfied	≥80% or better are satisfied
Students with Disabilities	≥80% or better are satisfied	≥80% or better are satisfied	≥80% or better are satisfied	≥80% or better are satisfied	≥80% or better are satisfied	≥80% or better are satisfied
Latino Students	≥80% or better are satisfied	≥80% or better are satisfied	≥80% or better are satisfied	≥80% or better are satisfied	≥80% or better are satisfied	≥80% or better are satisfied



## LCFF STATE PRIORITIES

### GOAL #4

Improve communication and increase parent participation.

Related State Priorities:

- ☐ 1    ☐ 4    ☐ 7  
☐ 2    ☐ 5    ☐ 8  
☒ 3    ☒ 6

Local Priorities:

- ☐:  
☐:

### Specific Annual Actions to Achieve Goal

Action 1:

Promote ongoing parent communication and participation.

1. Sponsor school events throughout the year that articulate the school vision and mission that involve parents.
2. Parent participation in school governance and the organization of school events
3. School website, School Newsletter and Curriculum communication

Action 2:

Parent involvement in school governance and mandated meetings for subgroups:

1. Hold ELAC meetings for parents of English Learners.
2. Hold Parent Advisory meetings for parents Title 1 students.
3. Continue to evaluate meeting attendance, build parent leadership and survey parents to identify ways to increase participation.

Action 3:

Parent participation in parent conferences

1. Provide translators for parents
2. Flexible meeting times to accommodate parents
3. Increase attendance until 100%

### Expected Annual Measurable Outcomes

**Outcome #1:** Promote ongoing parent communication and participation

**Metric/Method for Measuring:** Meeting Sign ins and Event Attendance

APPLICABLE STUDENT GROUPS	Baseline	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	Average 1 parent engagement per month	Average 1 parent engagement per month	Average 1 parent engagement per month	Average 1 parent engagement per month	Average 1 parent engagement per month	Average 1 parent engagement per month
English Learners	Average 1 parent engagement per month	Average 1 parent engagement per month	Average 1 parent engagement per month	Average 1 parent engagement per month	Average 1 parent engagement per month	Average 1 parent engagement per month



				nt per month		
Socioecon. Disadv./Low Income Students	Average 1 parent engagement per month	Average 1 parent engagement per month	Average 1 parent engagement per month	Average 1 parent engagement nt per month	Average 1 parent engagement per month	Average 1 parent engagement per month
Students with Disabilities	Average 1 parent engagement per month	Average 1 parent engagement per month	Average 1 parent engagement per month	Average 1 parent engagement nt per month	Average 1 parent engagement per month	Average 1 parent engagement per month
Latino Students	Average 1 parent engagement per month	Average 1 parent engagement per month	Average 1 parent engagement per month	Average 1 parent engagement nt per month	Average 1 parent engagement per month	Average 1 parent engagement per month

**Outcome #2:** Parent involvement in school governance and mandated meetings for subgroups.

**Metric/Method for Measuring:** Meeting sign ins

APPLICABLE STUDENT GROUPS	Baseline	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	N/A	N/A	N/A	N/A	N/A	N/A
English Learners	Elect/ seat parent members and schedule and hold mandated meetings.	Elect/ seat parent members and schedule and hold mandated meetings.	Elect/ seat parent members and schedule and hold mandated meetings.	Elect/ seat parent members and schedule and hold mandated meetings.	Elect/ seat parent members and schedule and hold mandated meetings.	Elect/ seat parent members and schedule and hold mandated meetings.
Socioecon. Disadv./Low Income Students	Elect/ seat parent members and schedule and hold mandated meetings.	Elect/ seat parent members and schedule and hold mandated meetings.	Elect/ seat parent members and schedule and hold mandated meetings.	Elect/ seat parent members and schedule and hold mandated meetings.	Elect/ seat parent members and schedule and hold mandated meetings.	Elect/ seat parent members and schedule and hold mandated meetings.
Students with Disabilities	N/A	N/A	N/A	N/A	N/A	N/A
Latino Students	N/A	N/A	N/A	N/A	N/A	N/A

**Outcome #3:** Parent Conference attendance rate will maintain or increase from 95%

**Metric/Method for Measuring:** Conference sign-in logs

APPLICABLE STUDENT GROUPS	Baseline	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	95%	≥95%	≥95%	≥95%	≥95%	≥95%
English Learners	95%	≥95%	≥95%	≥95%	≥95%	≥95%
Socioecon. Disadv./Low Income Students	95%	≥95%	≥95%	≥95%	≥95%	≥95%
Students with Disabilities	95%	≥95%	≥95%	≥95%	≥95%	≥95%
Latino Students	95%	≥95%	≥95%	≥95%	≥95%	≥95%



The teaching of the **Core Knowledge Sequence** provides a strong, broad-based foundational knowledge for all students, giving them access to the skills needed to be competent learners and competitive with students from all socio-economic backgrounds. Students develop a wide range of knowledge that fosters a desire for lifelong learning. Those who are skilled at diverse tasks in various domains are people who have managed to acquire broad general knowledge. (Making of Americans, 2009, pg. 219). VCA prepares students for the next grade level, middle, and high school by providing a **Common Core-aligned, content-rich curriculum**. When students receive a strong foundation of content knowledge they are given the tools to broaden and deepen their knowledge.

## **Instructional Design**

### **Curricular and Instructional Design**

We believe that by utilizing faculty to design curricular approaches to teaching and learning, VCA provides a superior learning environment by integrating the use of **innovative teaching methods** that are tailored to the individual needs of the student population. The basis for our instructional framework is based on the integration of the Common Core Standards and the Core Knowledge Sequence.

Students participate in integrated lessons and instructional units using the Common Core State Standards for Language Arts and Mathematics, and the California Content Standards for Science and Social Studies, which is aligned to the Core Knowledge Sequence, for all curricular areas. General education teachers, in collaboration with special education teachers and support staff, implement a wide variety of instructional models including cooperative grouping, learning projects, hands on activities, re-enactment culminations, and technology-based research in all curriculum areas that builds on prior knowledge to make the content more accessible to the students. Students participate in experiments, use a variety of work products to demonstrate content knowledge, and the arts to retell history. They read fiction and nonfiction texts that integrate skills across the curriculum. Teachers work with school leadership to develop a rigorous curricular framework designed to meet the needs of all students that fully integrates the Common Core Standards and the Core Knowledge Content, with specific achievement benchmarks for program assessment, to prepare students as they continue their education and beyond.

### **Equal Access to Knowledge Promotes Excellence and Fairness:**

Only by specifying the knowledge that all children should share can we guarantee equal access to that knowledge. In our current system, disadvantaged children especially suffer from low expectations that translate into watered-down curricula. In schools teaching the Core Knowledge Sequence, however, disadvantaged children, like all children, are exposed to a coherent core of challenging, interesting knowledge. This provides a foundation for later learning but also makes up a common ground for communication in our diverse society. (Core Knowledge Foundation, 2010) In a recent research study, *More Than Words* (Jennifer Dubin, the American Educator, Fall, 2012) the author



followed the progress of public schools in Queens that implemented the Core Knowledge reading programs for three years. At the end of the pilot project, the author concluded that gains for the pilot school were almost double than those of the comparison schools.

#### **Core Knowledge Sequence: Correlation to Common Core:**

The Core Knowledge Sequence is predicated on the realization that what children are able to learn at any given moment depends on what they already know—and, equally important, that what they know is a function of previous experience and teaching. Core Knowledge provides a clear outline of content to be learned grade by grade so that knowledge, language, and skills build cumulatively from year to year. Core Knowledge sets high expectations for all children that are achievable thanks to the cumulative, sequential way that knowledge and skills build. (Core Knowledge Foundation, 2013)

*“For the sake of academic excellence, greater equity, and higher literacy, elementary and middle schools need to teach a coherent, cumulative, and content-specific core curriculum” (Core Knowledge Foundation, 2010)*

#### **Using the content and skill guidelines set forth in the Core Knowledge Sequence, schools can meet or exceed the Common Core Standards for English Language Arts & Literacy by:**

- enabling students to **develop understanding** of domain-specific words and phrases, their relationships, and their nuances within the context of lessons that build background knowledge in literature, science, social studies and the arts;
- providing an **integrated model of literacy** that reflects the developmental nature of language and the interrelation of all facets of literacy—listening, speaking, reading, and writing;
- addressing the **foundational language arts skills**, as well as the ability to infer, imply, reason, evaluate and synthesize information; and
- **balancing fiction and nonfiction** texts taught during the instructional day, so that by 4th grade, 50% of the texts students are reading are informational/explanatory texts and 50% are fiction—a key requirement of the Common Core State Standards. (Core Knowledge Foundation)

The success of Core Knowledge has been evaluated in several studies. John Hopkins performed several studies in the 1990s in which researchers confirmed the following:

For students, Core Knowledge does:

- Provide a broad base of knowledge and a rich vocabulary
- Motivate students to learn and create a strong desire to learn more
- Promote the knowledge necessary for higher learning
- Provide an academic focus and encourage consistency in instruction
- Provide a plan for coherent, sequenced learning from grade to grade
- Promote a community of learners— adults and children

In addition to research completed by John Hopkins, a study was done in Oklahoma City in 2000, which also provided support for the proven success of the use of Core Knowledge with diverse student populations. In this study, the students who had spent the year in Core Knowledge classrooms outscored the control students in seven of the





eight categories on the ITBS (Iowa Test of Basic Skills). The Core Knowledge students posted significantly higher scores in reading comprehension (58.1 vs. 55.1), vocabulary (59.8 vs. 55.3), science (58.7 vs. 55.8), math concepts (61.4 vs. 59.2), and social studies (58.3 vs. 53.4). Some of the greatest gains — in reading comprehension, vocabulary, and social studies — were computed to be statistically —highly significant.¶ (How Do We Know This Works, An Overview of Research on Core Knowledge, January 2004)

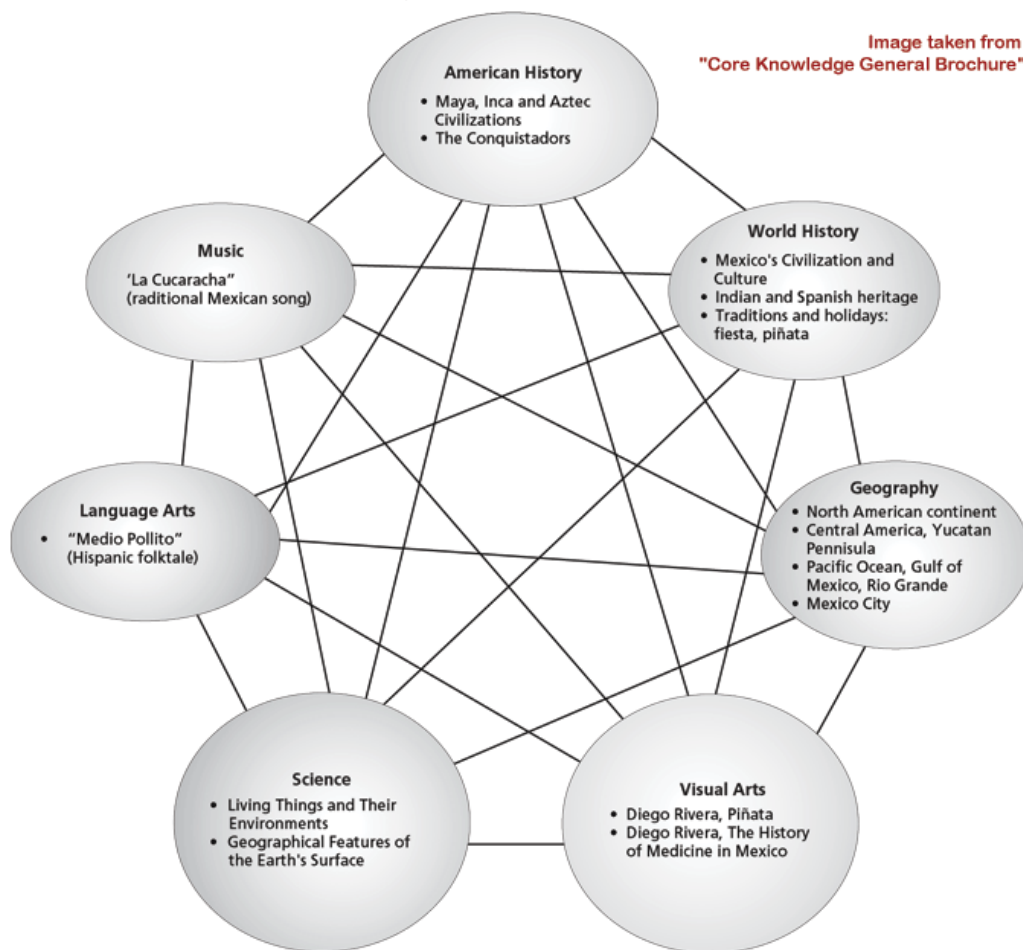
The Core Knowledge Language Arts™ (CKLA) program was piloted in 10 public schools in New York City and an additional 7 schools throughout the country, including rural and suburban schools. These diverse schools comprised 172 classrooms, 200 teachers and 4,466 students. Across these schools, the percentage of students receiving free and reduced lunch ranged from 30 to 99%, and the percentage of students for whom English is a second language ranged from 15 to 60%. Pilot teachers participated in extensive professional development prior to implementing the program. This training ensured that teachers had a clear understanding of the synthetic phonics at the heart of CKLA's Skills strand. The training also provided teachers techniques for building students' background knowledge and vocabulary during read-alouds, which are at the heart of the CKLA Listening & Learning strand. Results from the three-year pilot of CKLA in kindergarten through second grade in 10 New York City public schools show that students in the schools using CKLA outperformed their peers in 10 comparison schools on measures of reading, science, and social studies. (The NYC Core Knowledge Early Literacy Pilot K-2 Results, 2012)

The Core Knowledge Sequence provides guidelines for all core subjects, recommending what topics should be taught in each grade. Whenever appropriate, the same subject is covered in literature, history, science and art, so that students can create connections and see the rich and varied perspectives provided by each discipline.



### Modern Day and Ancient Mexico (First Grade)

Image taken from  
"Core Knowledge General Brochure"





## The Core Knowledge Sequence of Topics By Grade:

Kindergarten Core Knowledge at a Glance		First Grade Core Knowledge at a Glance	
Language Arts / English	I. Listening and Speaking II. Reading III. Writing IV. Language Conventions V. Poetry VI. Saying and Phrases	Language Arts / English	I. Listening and Speaking II. Reading III. Writing IV. Language Conventions V. Poetry VI. Fiction VII. Saying and Phrases
History and Geography	World: I. Geography: Spatial Sense II. Overview of the Seven Continents American: I. Geography II. Native American People, Past and Present III. Early Exploration and Settlement IV. President, Past and Present V. Symbols and Figures	History and Geography	World: I. Geography II. Early World Civilizations III. Modern Civilization and Culture: Mexico American American: I. Early People and Civilizations II. Early Exploration and Settlement III. From Colonies to Independence: The American Revolution IV. Early Exploration of American West V. Symbols and Figures
Visual Arts	I. Elements of Art II. Sculpture III. Looking at and Talking About Art	Visual Arts	I. Art from Long Ago II. Element of Art III. Kinds of Pictures: Portraits and Still Life
Music	I. Elements of Music II. Listening and Understanding III. Songs	Music	I. Elements of Music II. Listening and Understanding (Composers; Orchestra; Opera; Ballet; Jazz) III. Songs
Mathematics	I. Patterns and Classification II. Number and Number Sense III. Money IV. Computation V. Measurement VI. Geometry	Mathematics	I. Patterns and Classification II. Number and Number Sense III. Money IV. Computation V. Measurement VI. Geometry
Science	I. Plants and Plant Growth II. Animals and Their Needs III. Human Body (Five Senses) IV. Introduction to Magnetism V. Seasons and Weather VI. Taking Care of the Earth VII. Science Biographies	Science	I. Living Things and Their Environments II. Human Body (Body Systems) III. Matter IV. Properties of Matter: Measurement V. Introduction to Electricity VI. Astronomy VII. The Earth VIII. Science Biographies



Second Grade Core Knowledge at a Glance	
Language Arts / English	I. Listening and Speaking II. Reading III. Writing IV. Language Conventions V. Poetry VI. Fiction VII. Saying and Phrases
History and Geography	World: I. Geography II. Early Asian Civilizations III. Modern Japanese Civilization IV. The Ancient Greek Civilization American: I. American Government: The Constitution II. The War of 1812 III. Westward Expansion IV. The Civil War V. Immigration and Citizenship VI. Fighting for a Cause VII. Geography of the Americans VIII. Symbols and Figures
Visual Arts	I. Elements of Art II. Sculpture III. Kinds of Pictures: Landscapes IV. Abstract Art V. Architecture
Music	I. Elements of Music II. Listening and Understanding (Orchestra; Keyboards; III. Songs
Mathematics	I. Numbers and Number Sense II. Fractions III. Money IV. Computation V. Measurement VI. Geometry
Science	I. Cycles in Nature (Seasonal Cycles; Life Cycles; Water Cycle) II. Insects III. Human Body (Cells; Digestive and Excretory Systems) IV. Magnetism V. Simple Machines VI. Science Biographies

Third Grade Core Knowledge at a Glance	
Language Arts / English	I. Reading and Writing II. Poetry III. Fictions IV. Sayings and Phrases
History and Geography	World: I. World Geography II. The Ancient Roman Civilization III. The Vikings American: I. The Earliest Americans II. Early Exploration of North America III. The Thirteen Colonies: Life and Times B
Visual Arts	I. Elements of Art II. American Indian Art III. Art of Ancient Rome and Byzantine Civilization
Music	I. Elements of Music II. Listening and Understanding (Orchestra; Songs; Composers) III. Songs
Mathematics	I. Numbers and Number Sense II. Fractions and Decimals III. Money IV. Computation V. Measurement VI. Geometry
Science	I. Introduction to Classification of Animals II. Human Body (Muscular, Skeletal, and Nervous System; Vision and Hearing) III. Light and Optics IV. Sound V. Ecology VI. Astronomy VII. Science Biographies



Fourth Grade Core Knowledge at a Glance	
Language Arts / English	I. Writing, Grammar, and Usage II. Poetry III. Fictions IV. Speeches V. Sayings and Phrases
History and Geography	World: I. World Geography (Spatial Sense; Mountains) II. Europe In Middle Ages III. The Spread of Islam and the "Holy Wars" IV. Early and Medieval African Kingdoms V. China: Dynasties and Conquerors American: I. The American Revolution II. Making a Constitutional Government III. Early Presidents and Politics IV. Reformers V. Symbols and Figures VI. California History (California Contents Standards)
Visual Arts	I. Art of the Middle Ages in Europe II. Islamic Art and Architecture III. Art of Africa IV. Art of China V. Art of a New Nation: The United States
Music	I. Elements of Music II. Listening and Understanding (Orchestra; Vocal Ranges; Composers) III. Songs
Mathematics	I. Numbers and Number Sense II. Fractions and Decimals III. Money IV. Computation V. Measurement VI. Geometry
Science	I. Human Body (Circulatory and Respiratory Systems) II. Chemistry: Basic Terms and Concepts III. Electricity IV. Geology: The Earth and its Changes V. Meteorology VI. Science Biographies

Fifth Grade Core Knowledge at a Glance	
Language Arts / English	I. Writing, Grammar, and Usage II. Poetry III. Fiction and Drama IV. Speeches V. Sayings and Phrases
History and Geography	World: I. World Geography (Spatial Sense; Lakes II. Early American Civilization III. European Exploration, Trade, and the Clash of Cultures VI. The Renaissance and the Reformation V. England from the Golden Age to the Glorious Revolution VI. Russia: Early Growth and Expansion VII. Feudal Japan American: I. Westward Expansion II. The Civil War: Causes, Conflicts, Consequences III. Native Americans: Cultures and Conflicts VI. U.S. Geography
Visual Arts	I. Art of the Renaissance II. American Art: Nineteenth Century United States III. Art of Japan
Music	I. Elements of Music II. Listening and Understanding ( Composers, Connections) III. American Musical Traditions (Spirituals) IV. Songs
Mathematics	I. Numbers and Number Sense II. Ratio and Percent III. Fractions and Decimals IV. Computation V. Measurement VI. Geometry VII. Probability and Statistics VIII. Pre-Algebra
Science	I. Classifying Living Things II. Cells: Structures and Processes III. Plant Structures and Processes IV. Life Cycles and Reproduction V. Human Body (Endocrine and Reproductive Systems) VI. Chemistry: Matter and Change VII. Science Biographies

## **Curriculum and Instruction**

### **Core Curriculum:**

#### **ELA**

##### *Core*

Village Charter Academy implements Core Knowledge Language Arts (CKLA) for the mastery of foundational reading skills while building content knowledge and vocabulary for deep comprehension. Based on the Core Knowledge Sequence, knowledge is built on prior learning through repeated exposure and reinforcement. Each grade level includes topics that are presented in a coherent sequence and deepens understanding of previously taught content. Students engage with increasingly complex informational and literary text that supports acquiring skills in close reading, writing, and discussions based on evidence and critique.

CKLA contains two strands that are separate in grades K-2 and integrated in grades 3-5. The Listening and Learning strand allows students to hear authentic fiction and nonfiction text with rich vocabulary that is read aloud by the teacher. With a firm foundation in content knowledge and vocabulary, students are well prepared to transition from learning to read to reading to learn. The Skills strand focuses on explicit instruction in phonemic awareness, spelling patterns, use of decodable texts, and writing processes.



Instructional print materials include read aloud texts, student readers, skills and domain activity books, and hands-on materials. Digital materials include intervention and remediation lessons and projectable interactive media.

## **ELD**

### *Core*

English Language instruction is based on the California ELD standards, aligned to Common Core. Lessons and units are created by teachers and use the content from the core programs and the structure of the ELD Standards to ensure maximum achievement and access for Second Language Learners.

Various strategies help facilitate second language development. Language is comprehensible to the English Learner when:

- It is in context;
- It has real-life purpose;
- Prior knowledge is activated;
- Background knowledge is developed;
- The affective filter is low;
- Risk-taking and approximations are encouraged;
- Errors are accepted as a part of the acquisition process; Input is comprehensible through contextualization (e.g. the use of real objects or —realia, props, visuals, facial expressions, and/or gestures);
- Positive feedback and correction by modeling are used.

ELD is incorporated within the language arts curriculum and is taught daily for a minimum of 30 minutes. The curriculum is based on the English Language Development Standards that guide targeted lessons to meet individual student needs. The ELD resources include instructional strategies that have been proven to meet EL needs (SDAIE, Graphic Organizers, Realia, etc.), core instructional program, as well as supplemental English Language Development materials.

The state-adopted ELD Standards establish a framework for teachers to follow as they facilitate students' development of the skills necessary to meet the VCA standards in English language arts and the content areas. The ELD standards describe what students should know and be able to do at each of the five levels of English proficiency. When students are at the Bridging level, they are expected to be reclassified and meet the same standards that native English speakers are expected to master.

In order to determine the student's progress in English, each English Learner is assessed annually with the English Learner Proficiency Assessments for California (ELPAC). Additional assessment obtained from the core curriculum, ELD supplemental materials and teacher observation are also considered to determine progress, according to a continuum of skills in the development of English language proficiency.



## **Mathematics**

### *Core*

Village Charter Academy uses Math in Focus, a Common Core aligned program based on the Singapore Method. With an emphasis on problem solving, students build learning of concepts and skills by progressing from concrete demonstration to pictorial, then abstract. Instructional materials include student textbooks in grades 1-5, and practice activity books in grades K-5, manipulatives, and other materials such as measuring tools to support learning.

## **History- Social Science**

### *Core*

United States and World History is integrated into the Core Knowledge Language Arts program. The students expand and deepen their learning on these topics and others through teacher-created lessons aligned to the California History-Social Science Framework. Instructional materials include CKLA materials, trade books, pictures, and realia.

## **Science**

### *Core*

Village Charter Academy is transitioning to full implementation of Next Generation Science Standards. Science is integrated with CKLA. Teacher-created lessons aligned to NGSS expand and deepen students' learning using supplemental materials, hands-on tools for exploration, and digital resources. When California adopts NGSS-aligned instructional materials, Village Charter Academy will evaluate an appropriate published program.

## **Visual and Performing Arts**

### *Core*

The Arts program at Village Charter Academy is integrated into the daily instructional program and contributes to student development of alternate strategies to reinforce and master content instruction. This approach increases student skills of creative thinking and problem solving that enhances learning in other areas of the curriculum. A focus on the arts also offers a visual and performance modality for struggling students that better meets their learning styles in the areas of language acquisition. Units of instruction are clearly defined in the Core Knowledge Sequence for all grade levels. Performing arts are further extended in weekly lessons using the Orff method and instruments. Fourth and fifth graders learn recorder, and students perform in school wide events throughout the year. Teachers have received training from Art Trek, a non-profit organization that brings visual arts to schools. They incorporate specific techniques and elements of art into units of study, as well as studies of art pieces, artists, and genres.

*“Arts education offers students the opportunity to envision, set goals, determine a method to reach a goal and try it out, identify alternatives, evaluate, revise, solve problems, imagine, work collaboratively, and apply self-discipline. As they study and create in the*





*arts, students use the potential of the human mind to its full and unique capacity." -Visual and Performing Arts Content Standards, 2001*

### **Health and Physical Education**

#### ***Core***

Students receive P.E. instruction from their classroom teacher and supported by instructional assistants. Lessons address most current Physical Education Model Content Standards for California Public Schools. Fifth grade students at VCA participate in the California Fitness Test. Students in grades K-4 master grade level P.E. standards that will prepare them for the next year and participate in end of the year fitness assessments that will build upon each other and culminate in the Fifth Grade Fitness Gram. In addition to focused instruction on P.E. skills, students receive instruction in physical education through dance and sports that align to the Physical Education standards and develop team-building and sportsmanship skills. Each year in the fall, Village Charter Academy has a Healthy Habits Week. School wide events and classroom lessons focus on health standards, and practices introduced continue throughout the school year. Community members such as fitness experts, medical personnel, and nutritional food vendors are brought in to share expertise and promote healthy habits.

### **Innovative curricular components**

#### **Character Education:**

Village Charter Academy has identified Core Virtues (originally designed to be used in conjunction with the Core Knowledge Sequence) as its character development program. The sequenced instruction of Core Virtues develops values such as perseverance, responsibility, courtesy, and courage that builds character development in the students, making them self-motivated and successful throughout their education and into adulthood. Core Virtues uses the reading of quality children's literature to provide inspirational or insightful examples of virtue in action. The reading of these well-written and often beautifully illustrated stories helps children fall in love with the good and cultivate a vocabulary of virtue.

**Leadership Council:** Students in grades 4 and 5 have the opportunity to serve on Leadership Council. Members attend weekly meetings to plan school and community service learning projects, events and fundraisers. They identify and articulate student and community challenges, and work to find solutions that support their school and the neighborhoods they live in. The students serve as role models through a school wide behavior program and use the skills they learn to be peer mediators. Leadership Council service experiences extend into the community with events held at local Senior Centers and annual visits to Los Angeles City Hall. Students in grades 2 and 3 can be Junior leaders, having the opportunity to prepare for Leadership Council in the upper grades.





### **Core Knowledge –The Foundation of Our Curriculum:**

As stated by the Core Knowledge Foundation, the Core Knowledge Sequence is a detailed outline of specific content to be taught in language arts, history, geography, mathematics, science, and the fine arts. As the core of VCA's curriculum with alignment to the Common Core Standards, Core Knowledge provides a solid, coherent foundation of learning; it is also flexible to meet the specific needs of our student population.

### **Core-Knowledge: A Research-Based Curriculum Design:**

The Core Knowledge Sequence is the result of research into the content and structure of the highest performing elementary school systems around the world, as well as extensive consensus building among diverse groups and interests, including parents, teachers, scientists, professional curriculum organizations, and experts from the **Core Knowledge Foundation's Advisory Board On Multicultural Traditions**.

Core Knowledge schools have been determined to be effective through research. Recent studies of the effectiveness of Core Knowledge reaffirm earlier studies that concluded that there is a strong relationship between student performance and Core Knowledge. In a national study of 22 Core Knowledge schools across 13 states, *Core Knowledge Curriculum and School Performance: A National Study* (Wedman, Waigandt, 2004), the authors concluded that schools that implemented the Core Knowledge curriculum consistently exceeded the national averages across six content areas, regardless of ethnic profile, economic profile or school size. The results of Colorado's CSAP 2002 exams, where there are more than 50 schools implementing Core Knowledge, shows large percentages of Core Knowledge schools posting scores in a range of 10% - 30% above the state average in 2002. In *The Effects of Core Knowledge on State Achievement in North Carolina* (Walberg, Meyer, 2004), the researchers, in a sample that comprised over a half-million students in more than 1,300 schools, concluded that present research confirms previous evaluations showing Core Knowledge schools generally exceed the academic progress of other schools.

A recent report, *More than Words* (Duban, 2012) published in the *American Educator*, studied the effect of the Core Knowledge Language Arts Program with a pilot group of diverse student including second-language learners and special needs students in Queens, N.Y. At the end of the three-year pilot, second graders scored higher, on average, on all tests than those in comparison schools.

We recognize that a curriculum must be effectively delivered and embraced by the teachers, students and community alike. The implementation of the Core Knowledge Curriculum Sequence is supported by an outstanding collection of resources for teachers.

#### **Key resources include:**

- **Core Knowledge Curriculum Sequence, including training.**
- Comprehensive computer and paper Core Knowledge **Day-by-Day Planners and Pacing Plans.**
- Detailed **Alignment of California and Core Knowledge Curriculum Standards.**



- Grade-by-Grade **Teacher Handbooks, Art Resources, Text Resources.**
- **Resources To Build On:** an online database of over 8,000 books and other resources linked to the Core Knowledge Sequence. This database includes details on all recommended resources in the Teacher Handbook Series and the
- **Lesson Plans:** Hundreds of high-quality lesson plans developed by Core Knowledge teachers are available online, including lessons specifically adapted to California standards.
- The **Core Knowledge Series: What Your Kindergartner (through Sixth Grader) Needs to Know.** Each of these books provides detailed information covering each grade level's yearly curriculum. This series, developed by the Core Knowledge Foundation to summarize the key learnings from each grade level, are resource for teachers, parents and students.
- **Core Knowledge collections** of literary classics, anthologies, art, and music texts and multi-media resources

## **Intervention and Enrichment Programs**

### **Intervention Programs**

#### **DIBELS- Now What? Progress Monitoring**

Student progress in early literacy skills is assessed three times a year using DIBELS. Diagnostic reports identify student strengths and areas of need. Using the Now What Tools teachers form strategic intervention groups and provide targeted lessons aligned to the ELA instructional program. **Core Knowledge Language Arts** works in conjunction with DIBELS to provide targeted intervention. Teachers are able to use benchmark and progress monitoring assessments to identify key skills and lessons that need to be retaught in a small group setting. This link of resources ensures effective use of small group intervention.

**Math in Focus** provides re-teaching lessons and activities that support student intervention in the area of Math. Teachers are able to use program assessments to identify targeted intervention needs and provide small group and one on one support as needed. Where needed, supplemental materials are included in the classroom program to ensure a deep understanding of Common Core math standards in a variety of contexts.

### **Enrichment Programs**

#### **GATE:**

Identified Gifted and Talented students receive differentiated instruction in the classroom setting. Concepts and skills may be expanded and/or accelerated as appropriate, utilizing flexible grouping, tiered assignments, and individual strengths and interests to tailor challenge and enrichment. The GATE Coordinator works with school leadership and the classroom teacher to provide meaningful experiences to the students that are identified GATE.

**Accelerated Reader:**

Accelerated Reader is a research-based tool used by classroom teachers to manage differentiated reading practice for students and to monitor their individual achievement. Students choose books from classroom libraries based on their appropriate reading levels (Zone of Proximal Development) and read them at their own pace. After conferencing with their peers or the teacher, students take a computer generated quiz that assesses comprehension. Students set monthly goals for the points they earn for each quiz they pass. Achievement certificates are given to students who earn set point levels. Classes with the most participation and highest average score are recognized at school assemblies. Individual students who achieve certification levels are also honored monthly within the classroom. Program assessment data details student progress. Individualized reports detail the level of the books a student has read, the percent correct of the quizzed comprehension questions, the amount of time the student has spent reading between assessments, and the student's progress towards meeting her/his personal goals. Accelerated Reader is another opportunity to increase parent involvement as parents are able to access their child's AR progress online.

**Teaching Methodologies**

Village Charter Academy has selected strategies from the work of Doug Lemov (Teach Like a Champion). The author researched instructional strategies observed in high-performing, low-socioeconomic schools. He identifies how teachers can create powerful learning environments to ensure success for all students. The instructional practices are proven successful for students with similar demographics as the students in the target population of Village. These concrete, specific, and proven techniques are the basis for teacher coaching at Village.

**Setting and Maintaining High Academic Expectations:** One consistent finding of academic research is that high expectations are the most reliable driver of high student achievement, even in students who do not have a history of successful achievement. Techniques under this methodology include eliminating the opportunity for students to opt out of participating in their learning, establishing a standard of correctness, asking rigorous questions to expand mastery, requiring academic language in the classroom, and presenting content in an engaging way. (Teach Like a Champion, Lemov)

**Planning and Implementing Effective Lessons:** Identification of the objective, assessment and student activity in each lesson as part of a longer-term goal. Objectives will be manageable, measurable, and posted in a visible location in the classroom. The student activities will be chosen based on data-proven methods. (Teach Like a Champion, Lemov)



**Strong Student Engagement:** Techniques in this methodology include teaching students to be prepared to be called on to answer questions by using systematic methods, reviewing content in a high-energy activity of call and response, and engaging students in fast-paced games of friendly competition. Increasing wait time before calling on a student for response increases the length and correctness of responses given, are more likely to be supported with evidence, and increases the number of students who volunteer to answer. Increasing wait time supports a classroom environment for rigorous reflection. (Teach Like a Champion, Lemov)

**Direct Instruction:** A teacher-directed methodology supported by cooperative learning which is effective in introducing information, teaching step-by-step skills, and actively involving students in knowledge construction. What the international data show very clearly is that both procedural and content learning are best achieved in a focused environment which preponderantly emphasizes whole-class instruction but which is punctuated by small-group or individualized work. (*The Schools We Need*, Hirsch)

**Depth & Complexity:** An essential part of differentiating the curriculum is through the use of dimensions of depth and complexity. Instruction of Depth and Complexity, utilizes the key questions and thinking skills associated with these dimensions that provides students with a frame of reference and encourages them to use these strategies consistently. The icons provide a common vocabulary for teachers and students. According to Sandra Kaplan (2001), **depth** is a deep understanding of the content of the field of study. It is achieved when students can understand the specialized language of the discipline; learn as many details as possible; understand the patterns; are aware of trends and rules; understand the ethics involved; know the big ideas, principles, and generalizations; and look for unanswered questions. Kaplan (2001) defines **complexity** as scholarly insights into the connections across time, people and disciplines. Complexity is demonstrated in the students' ability to make connections over time, look for elements from several perspectives, and make interdisciplinary connections.

**Cooperative Learning Groups:** Johnson and Johnson (2009) identify five elements of cooperative grouping that enhance student learning; positive independence; promote interaction; individual and group accountability; interpersonal and small group skills; and group processing. These elements also promote core values and social skills along with academic benefits.

**Specially Designed Academic Instruction in English (SDAIE)** incorporates techniques to provide comprehensible subject matter and English language acquisition in classes with limited-English-proficient students. SDAIE is a method of teaching students in English in such a manner that they gain skills in both the subject material (content) and in using English (language). SDAIE is a methodology (a set of specific strategies) designed to make instruction comprehensible and to make grade level academic content accessible for English Learners.”(LAUSD, Overview of Title III Plan, 2011)



**Cross-Curricular stranding** is used for in a number of ways. Students use content text for reading comprehension. Application of math concept through hands on science activities and projects based on real life scenarios. Writing spans all curriculum areas and addresses the Core Curriculum Standards as a focus of all writing throughout the school day.

### **Addressing the California Content Standards as Reflected in VCA Curriculum**

“The terms “standards” and “curriculum” are often- and erroneously- used as synonyms for one another. Standards define what children should know and be able to do at the end of each grade. A curriculum specifically describes what children need to learn to meet those standards. The Common Core State Standards leave curriculum decisions to the states, but the message is clear and unambiguous: there must be a curriculum and not just any curriculum will do. Successful implementation of the new standards depends on a coherent, specific, and content-rich curriculum. The Core Knowledge Sequence is just such a curriculum.”(Core Knowledge Foundation, 2010)

The integration of the Core Knowledge sequence and the Common Core State Standards, using CKLA and Math in Focus, provide VCA with what the children need to know and the curriculum within which to achieve it. Grade level pacing, common assessments and extensive teacher training will ensure the coverage of CCSS.

An excerpt from each grade level of the Core Knowledge/Common Core Alignment is included below. The entire document can be accessed through the Core Knowledge Foundation at [www.coreknowledge.org](http://www.coreknowledge.org)

<b>Core Knowledge Sequence Kindergarten</b>	<b>Common Core State Standards covered at CK Grade Level</b>	<b>Common Core State Standards covered above or below CK Grade Level</b>
<b>I. Listening and Speaking</b>		
<b>A. Classroom Discussion</b>		
Participate in age appropriate activities involving listening and speaking.	<b>SLK.1</b> Participate in collaborative conversations with diverse partners about kindergarten topics and texts with peers and adults in small and larger groups.	
Speak clearly with volume appropriate to the setting.	<b>SLK.6</b> Speak audibly and express thoughts, feelings, and ideas clearly.	
Use agreed-upon rules for group discussions, i.e., look at and listen to the speaker, raise hand to speak, take turns, say “excuse me” or “please,” etc.	<b>SLK.1</b> Participate in collaborative conversations with diverse partners about kindergarten topics and texts with peers and adults in small and larger groups. <b>a.</b> Follow agreed-upon rules for discussions (e.g., listening to others and taking turns speaking about the topics and texts under discussion).	
Ask questions to clarify conversations, directions, exercises, and/or classroom routines.	<b>SLK.3</b> Ask and answer questions in order to seek help, get information, or clarify something that is not understood.	



Core Knowledge Sequence Kindergarten	Common Core State Standards covered at CK Grade Level	Common Core State Standards covered above or below CK Grade Level
Carry on and participate in a conversation over four to five turns, staying on topic, initiating comments or responding to a partner's comments, with either an adult or another child of the same age.	<b>WK.5</b> With guidance and support from adults, respond to questions and suggestions from peers and add details to strengthen writing as needed. <b>SLK.1</b> Participate in collaborative conversations with diverse partners about kindergarten topics and texts with peers and adults in small and larger groups. <b>b.</b> Continue a conversation through multiple exchanges	
Identify and express physical sensations, mental states, and emotions of self and others.	<b>SLK.6</b> Speak audibly and express thoughts, feelings, and ideas clearly.	
Understand and use language to express spatial and temporal relationships (up, down, first, last, before, after, etc.).	<b>LK.1</b> Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. <b>e.</b> Use the most frequently occurring prepositions (e.g., to, from, in, out, on, off, for, of, by, with).	
Understand and use narrative language to describe people, places, things, locations, events, actions.	<b>SLK.4</b> Describe familiar people, places, things, and events and, with prompting and support, provide additional detail.	
Understand and use common sayings and phrases such as "Better safe than sorry" and "Look before you leap" (see page 11).	<b>LK.6</b> Use words and phrases acquired through conversations, reading and being read to, and responding to texts.	

Core Knowledge Sequence Grade 1	Common Core State Standards covered at CK Grade Level	Common Core State Standards covered above or below CK Grade Level
Demonstrate understanding of literary language (e.g., author, illustrator, characters, setting, plot, dialogue, personification, simile, and metaphor) and use some of these terms in retelling stories or creating their own stories.	<b>RL1.6</b> Identify who is telling the story at various points in a text.	
Identify sensory language and how it is used to describe people, objects, places and events.	<b>RL1.4</b> Identify words and phrases in stories or poems that suggest feelings or appeal to the senses.	
<b>G. Reading Comprehension – Non-Fiction and Informational Texts</b>		
With assistance, create and interpret timelines and lifelines related to text read independently.	<b>RI1.2</b> Retell stories, including key details, and demonstrate understanding of their central message or lesson. <b>RI1.3</b> Describe characters, settings, and major events in a story, using key details. <b>RI1.2</b> Identify the main topic and retell key details of a text.	





Core Knowledge Sequence Grade 1	Common Core State Standards covered at CK Grade Level	Common Core State Standards covered above or below CK Grade Level
	<b>RI.1.3</b> Describe the connection between two individuals, events, ideas, or pieces of information in a text.	
Distinguish text that describes events that happened long ago from text that describes contemporary or current events.	<b>RI.1.7</b> Use illustrations and details in a text to describe its key ideas.	
<b>III. Writing</b>		
<b>Writing to Reflect Audience, Purpose, and Task</b>		
Add details to writing.	<b>W1.5</b> With guidance and support from adults, focus on a topic, respond to questions and suggestions from peers, and add details to strengthen writing as needed.	
Begin to use tools, including technology, to plan, draft, and edit writing.	<b>W1.6</b> With guidance and support from adults, explore a variety of digital tools to produce and publish writing, including in collaboration with peers.	
<b>Conducting Research</b>		
Gather information from experiences or provided text sources.	<b>W1.7</b> Participate in shared research and writing projects (e.g., explore a number of “how-to” books and use them to write a sequence of instructions) <b>W1.8</b> With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question.	

Core Knowledge Sequence GRADE 2	Common Core State Standards covered at CK Grade Level	Common Core State Standards covered above or below CK Grade Level
	action movie was watched by the little boy).	
<b>C. Capitalization and Punctuation</b>		
Capitalize the first word in a sentence, the pronoun I, and proper nouns (names and places,) months, days of the week, titles of people, and addresses.	<b>L2.2</b> Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. <b>a.</b> Capitalize holidays, product names, and geographic	
Recognize, identify and use abbreviations with correct punctuation for the months, days of the week, titles of people, and addresses.	<b>L2.2</b> Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.	
Identify and use end punctuation, including periods, question marks, and exclamation points.	<b>L2.2</b> Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.	
Use commas appropriately in greetings and closings of letters, dates, items in a series, and addresses.	<b>L2.2</b> Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.	





Core Knowledge Sequence GRADE 2	Common Core State Standards covered at CK Grade Level	Common Core State Standards covered above or below CK Grade Level
	<b>b.</b> Use commas in greetings and closings of letters.	
Write a simple friendly letter.		
Use apostrophes to create contractions and indicate possession, i.e., cat's meow.	<b>L2.2</b> Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. <b>c.</b> Use an apostrophe to form contractions and frequently occurring possessives.	
Use quotation marks appropriately to designate direct speech.	<b>L2.2</b> Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.	
<b>V. Poetry*</b>		
Bed in Summer (Robert Louis Stevenson) Bee! I'm expecting you (Emily Dickinson) Buffalo Dusk (Carl Sandburg) Caterpillars (Aileen Fisher) Discovery (Harry Behn) Harriet Tubman (Eloise Greenfield) Hurt No Living Thing (Christina Rossetti) Lincoln (Nancy Byrd Turner)	<b>RL2.10</b> By the end of the year, read and comprehend literature, including stories and poetry, in the grades 2–3 text complexity band proficiently, with scaffolding as needed at the high end of the range.	

Core Knowledge Sequence GRADE 3	Common Core State Standards covered at CK Grade Level	Common Core State Standards covered above or below CK Grade Level
Know how to gather information from basic print sources (such as a children's encyclopedia), and write a short report presenting the information in his or her own words.	<b>W3.7</b> Conduct short research projects that build knowledge about a topic. <b>W3.10</b> Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes, and audiences.	
Know how to use established conventions when writing a friendly letter: heading, salutation (greeting), closing, signature.	<b>W3.4</b> With guidance and support from adults, produce writing in which the development and organization are appropriate to task and purpose. (Grade-specific expectations for writing types are defined in standards 1– 3 above.) <b>W3.10</b> Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes, and audiences.	
Produce written work with a beginning, middle, and end.	<b>W3.1</b> Write opinion pieces on topics or texts, supporting a point of view with reasons. <b>a.</b> Introduce the topic or text they are writing about, state an opinion, and create an organizational structure that lists reasons. <b>b.</b> Provide reasons that support the opinion.	



Core Knowledge Sequence GRADE 3	Common Core State Standards covered at CK Grade Level	Common Core State Standards covered above or below CK Grade Level
	<p>c. Use linking words and phrases (e.g., because, therefore, since, for example) to connect opinion and reasons.</p> <p>d. Provide a concluding statement or section.</p> <p><b>W3.2</b> Write informative/explanatory texts to examine a topic and convey ideas and information clearly.</p>	

Core Knowledge Sequence GRADE 4	Common Core State Standards covered at CK Grade Level	Common Core State Standards covered above or below CK Grade Level
<p>Identify and use different sentence types: declarative, interrogative, imperative, exclamatory. Know the following parts of speech and how they are used: nouns, pronouns, verbs (action verbs and auxiliary verbs), adjectives (including articles), adverbs, conjunctions (and, but, or), interjections.</p>	<p><b>L4.1</b> Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.</p> <p>a. Use relative pronouns (who, whose, whom, which, that) and relative adverbs (where, when, why).</p> <p>b. Form and use the progressive (e.g., I was walking; I am walking; I will be walking) verb tenses.</p> <p>c. Use modal auxiliaries (e.g., can, may, must) to convey various conditions.</p> <p>d. Order adjectives within sentences according to conventional patterns (e.g., a small red bag rather than a red small bag).</p> <p>e. Form and use prepositional phrases.</p> <p>f. Produce complete sentences, recognizing and correcting inappropriate fragments and run-ons.*</p> <p>g. Correctly use frequently confused words (e.g., to, too, two; there, their).*</p>	
<p>Know how to use the following punctuation: end punctuation: period, question mark, or exclamation point comma: between day and year when writing a date, between city and state in an address, in a series, after yes and no, before conjunctions that combine sentences, inside quotation marks in dialogue apostrophe: in contractions, in singular and plural possessive nouns quotation marks: in dialogue, for titles of poems, songs, short stories, magazine articles</p>	<p><b>L4.2</b> Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.</p> <p>a. Use correct capitalization.</p> <p>b. Use commas and quotation marks to mark direct speech and quotations from a text.</p> <p>c. Use a comma before a coordinating conjunction in a compound sentence.</p> <p>d. Spell grade-appropriate words correctly, consulting references as needed.</p>	



Core Knowledge Sequence GRADE 5	Common Core State Standards covered at CK Grade Level	Common Core State Standards covered above or below CK Grade Level
<b>III. Fiction and Drama</b>		
<b>A. Stories*</b>		
The Adventures of Tom Sawyer (Mark Twain) episodes from Don Quixote (Miguel de Cervantes) Little Women (Part First) (Louisa May Alcott) Narrative of the Life of Frederick Douglass (Frederick Douglass) The Secret Garden (Frances Hodgson Burnett) Tales of Sherlock Holmes, including “The Red-Headed League” (Arthur Conan Doyle)	<b>RL5.10</b> By the end of the year, read and comprehend literature, including stories, dramas, and poetry, at the high end of the grades 4–5 text complexity band independently and proficiently. <b>RF5.4</b> Read with sufficient accuracy and fluency to support comprehension <b>a.</b> Read on-level text with purpose and understanding	
<b>B. Drama*</b>		
A Midsummer Night’s Dream (William Shakespeare)	<b>RL5.10</b> By the end of the year, read and comprehend literature, including stories, dramas, and poetry, at the high end of the grades 4–5 text complexity band independently and proficiently. <b>RF5.4</b> Read with sufficient accuracy and fluency to support comprehension <b>a.</b> Read on-level text with purpose and understanding	
Terms: tragedy and comedy act, scene Globe Theater	<b>RL5.5</b> Explain how a series of chapters, scenes, or stanzas fit together to provide the overall structure of a particular story, drama, or poem. <b>RI5.4</b> Determine the meaning of general academic and domain-specific words and phrases in a text relevant to a grade 5 topic or subject area.	

NGSS standards are addressed in each classroom through grade-level developed lessons, extensions and activities. **ELD** standards are addressed in designated and integrated time throughout the day. Both NGSS and ELD standards are included in each grade level pacing plans. Sample VCA pacing plans below:



Kindergarten- April			
Domain	CCSS	CA NGSS	ELD
Domains: Taking Care of the Earth	<u>Reading Standards for Literature, Grade K:</u> RI.K.1, RI.K.3, RI.K.7, RI.K.4, RI.K.9, RI.K.10 <u>Writing Standards, Grade K:</u> W.K.2, W.K.8 <u>Speaking and Listening Standards, Grade K:</u> SL.K.1, SL.K.1a, SL.K.1b, SL.K.2, SL.K.5, SL.K.6 <u>Language Standards, Grade K:</u> L.K.1, L.K.1b, L.K.1f	Earth's Systems K-ESS2-1 K-Ess2-2	<i>Emerging:2. Interacting via written English</i> Collaborate with the teacher and peers on joint composing projects of informational and literary texts that include a greater amount of writing (e.g., a very short story), using technology, where appropriate, for publishing, graphics, and the like.
Math	CCSS		
Number Facts	<u>Counting and Cardinality</u> CCSS.M.C.K.CC.B.4, CCSS.M.C.K.CC.B.5, CCSS.M.C.K.CC.B.6 CCSS.M.CK.MD.B.3		
Length and Height	<u>Measurement and Data</u> CCSS.MC.K.MD.A.1, CCSS.M.C.K.MD.A.2, CCSS.M.C.K.MD.B.3		
Skills Stand	CCSS	ELD	
Unit 9 and 10	<u>Reading Standards for Literature, Grade K:</u> RL.K.1, 3, 3b, 5, RL.K.1, 2, 3  <u>Reading Standards for Foundational Skills, Grade K:</u> RF.3b, 2a, RF.K.2d  <u>Speaking and Listening Standards, Grade K:</u> SL.K.2, 2b,	<i>Bridging:9. Presenting</i> Plan and deliver longer oral presentations on a variety of topics in a variety of content areas (e.g., retelling a story, describing a science experiment 10. <i>Composing/Writing</i> Draw, dictate, and write to compose longer literary texts (e.g., story) and information- al texts (e.g., an information report on dogs), collaboratively with an adult (e.g., joint construction of texts), with peers, and independently using appropriate text organization.	



First Grade- October (17 days)			
Domain	CCSS	CA HSS	ELD
Domain 3: Different Lands, Similar Stories (days 7 - 13) - Sayings: There's No Place Like Home  Domain 4: Early World Civilizations (days 1-9) - Sayings: The Golden Rule	<u>Reading Standards for Literature, Grade 1: RL.1.1, RL.1.3, RL.1.4, RL.1.5, RL.1.6, RL.1.7, RL.1.9</u> <u>Writing Standards, Grade 1: W.1.2, W.1.5, W.1.6</u> <u>Speaking and Listening Standards, Grade 1: SL.1.1, SL.1.2, SL.1.4, SL.1.5, SL.1.6,</u> <u>Language Standards, Grade 1: L.1.5, L.1.6</u>	Grade One - Life Today and Long Ago	ELD.P.1.A1, ELD.P.1.B7-8, ELD.P.2.C6-7
Math	CCSS		
Chapter 4: Subtraction Facts to 10 (day 10)	<u>Geometry, Grade 1: 1.G.1, 1.G.2, 1.G.3</u>		
Chapter 5: Shapes and Patterns (days 1-15)	<u>Standards For Mathematical Practice, Grade 1: MP.1, MP.2, MP.3, MP.4, MP.5, MP.6, MP.7, MP.8</u>		
Skills Stand	CCSS	ELD	
Unit 1 (days 34 - 35)	<u>Reading Standards for Literature, Grade 1: RL.1.1, RL.1.3, RL.1.7, RL.1.10</u> <u>Reading Standards for Foundational Skills, Grade 1: RF.1.1, RF.1.2, RF.1.3, RF.1.4</u> <u>Speaking and Listening Standards, Grade 1: SL.1.5, SL.1.6,</u> <u>Language Standards, Grade 1: L.1.1, L.1.2, L.1.4, L.1.6</u>	ELD.P.2.C6, ELD.P.2.B3, ELD.P.2.B4, ELD.P.2.B5	
Unit 2 (days 1 - 14)			
Additional Core	NGSS		
Matter Singlish: This is Halloween, Five Little Pumpkins	<u>Engineering Design ETS1.1, ETS1.2, ETS1.3</u>		
Art	CA VAS		
Art: Elements of Art: Shape; Jacob Lawrence Parade, Grant Wood Stone City, Iowa	4.0 Aesthetic Valuing 4.1, 4.2, 4.3, 4.4 2.0 Creative Expression 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8		



Second Grade- August (14 days)			
Domain	CCSS	CA HSS	ELD
First Day of School: Read Aloud  Fairy Tales and Tall Tales Sayings: Better late than never, Get a taste of your own medicine (when explaining being respectful) In hot water (with expectations) Don't Judge a book by its cover	Reading Standards for Literature, Grade 2: RL 2.2, RL 2.3, RL 2.4, RL 2.5, RL 2.7, RL 2.9 Writing Standards, Grade 2: W 2.1, W 2.3, W 2.7, W 2.8 Speaking and Listening Standards, Grade 2: SL 2.1, SL 2.2a, SL 2.1b, SL 2.1c, SL 2.2, SL 2.3, SL 2.5, SL 2.6 Language Standards, Grade 2: L 2.4, L 2.4b, L 2.4c, L 2.5, L 2.5a, L 2.6	Grade Two: Fairy Tales and Tall Tales  Families Today and in the Past 2.1	ELD.P1.2.B.6,B.7, B.8,EX ELD.P1.2.C.10,C.11, EX ELD.P2.2.A.1, A.2, C.6, C.7,EX ELD.P1.2.A.1, A.3,B.5, B.6, B.7, B.8, C.9, C.11, C.12, EXP ELD.P2.2.A.2, B.3, B.4, B.5,C.6, .C.7, EX
Math	CCSS		
Ch 1: Numbers to 1,000	Numbers to 1,000, Grade 2: 2.NBT.1, 2.NBT.2, 2.MD.6 Standards For Mathematical Practice, Grade 2: MP.1, MP.2, MP.3, MP.4, MP.6, MP.7, MP.8		
Skills Stand	CCSS	ELD	
First Day of School: Rules and Expectations  Unit 1 (8 Days 1-8)	Reading Standards for Literature, Grade 2: RL 2.10 Reading Standards for Foundational Skills, Grade 2: RF.2.3, RF.2.3a, RF.2.3c, RF.2.3d, RF.2.3e, RF.2.3f, RF.2.4, RF.2.4a, RF.2.4b, RF.2.4 Speaking and Listening Standards, Grade 2: SL 2.6 Language Standards, Grade 2: L.2.1, L.2.1d, L.2.1f, L2.2, L2.2d, L2.4, L2.4d	ELD.P1.2.B.6.EX, ELD.P3.2.EX, ELD.P1.2.A.1, A.3, A.4, C.11,EX ELD.P2.2.B.3,B.4,B.5,EX ELD.P1.2.A.1,A.2, A.3,A.4, B.7,B.8, C.9, C.10, C.11, C.12, EX ELD.P2.2.A.2, B.3, B.4,B.5, C.6,C.7,EX	
Additional Core	NGSS		
Ecosystems	Interdependent Relationships and Ecosystems2.LS4.1, 2.LS2.2		
Art	CA VAS		
	4.0 Aesthetic Valuing 4.1, 4.2, 4.3, 4.4		



Third Grade- November (16 days)			
Domain	CCSS	CA HSS	ELD
Domain 4: The Ancient Roman Civilization Stories of Ancient Rome, Roman Myths Using a Map: Europe, Turkey, Tiber River, Constantinople, Africa, Carthage, Rome, Greece, Gaul EQ: <i>What principles of government from ancient Rome are part of our government?</i> Poetry: "By Myself" Singlish: "Erie Canal," "Five Fat Turkeys," "Over the River," "First Thanksgiving of All" Sayings: "When in Rome, do as the Romans do," "All cities lead to Rome," "Rome wasn't built in a day."	<u>Reading Standards for Literature, Grade 3:</u> RL 3.1, RL 3.2, RL 3.3, RL 3.4, RL 3.4, RL 3.5, RL 3.6, RL 3.7, RL 3.9 <u>Writing Standards, Grade 3:</u> W 3.1, W3.2, W 3.3, W 3.5, W3.6 <u>Speaking and Listening Standards, Grade 3:</u> SL.3.1, SL.3.2, SL.3.3, SL.3.4, SL.3.5, SL.3.6 <u>Language Standards, Grade 3:</u> L.3.1, L.3.2, L.3.4, L.3.5, L.3.6	Continuity and Change  Compare America's current government to Ancient Rome's.	ELD.P.3.A2, ELD.P.3.B6, ELD.P.3.C10
Math	CCSS		
MP4: Model with mathematics. EQ: <i>How can I use the array model to explain multiplication?</i> Chapter 6: Multiplication Tables of 6, 7, 8, and 9 Chapter 7: Multiplication - Ones, tens, hundreds <u>with(out) regrouping</u> Chapter 8: Division - Quotient, Remainder, Odd, Even, Division <u>with(out)</u> remainder, Division with regrouping in tens and ones	<u>Numbers &amp; Operations in Base Ten, Grade 3:</u> 3.NBT.1  <u>Standards For Mathematical Practice, Grade 3:</u> MP.1, MP.2, MP.3, MP.5, MP.6, MP.8		
Skills Stand	CCSS	ELD	
Spelling: R-Controlled Vowels spelled 'ar,' 'or,' 'ir,' 'ur,' 'er' Words with /ee/ Verb Tenses: to be, to have, Irregular Verbs Suffixes: -y, -al, -er, -or, -ist, -iar  Writing: Informative Writing Quotation Marks EQ: <i>How did Roman culture differ from Greek culture?</i>	<u>Reading Standards for Literature, Grade 3:</u> RL.3.1, RL.3.3, RL.3.7, RL.3.7, RL.3.10 <u>Reading Standards for Foundational Skills, Grade 3:</u> RF.3.1, RF.3.2, RF.3.3, RF.3.4 <u>Speaking and Listening Standards, Grade 3:</u> SL.3.4, SL.3.6 <u>Language Standards, Grade 3:</u> L.3.1, L.3.2, L.3.6	ELD.P.1.B5, ELD.P.2.A1, ELD.P.2.A2	
Additional Core	NGSS		
TRIBES/Core Virtue: Courage	<u>Forces and Interactions</u> 3-PS2-1, 3-PS2-2, 3-PS2-3, 3-PS2-4		
Art	CA VAS		
Mosaics	Aesthetic Valuing 4.1, 4.2, 4.3		





Fourth Grade-October (17 days)			
ELA	CCSS	NGSS	ELD
<b>CKLA</b> Unit 2: The Middle Ages (days 14 – 19) Unit 3: Poetry (days 1 – 12)  <b>Sayings</b> "Break the ice" "Bull in a china shop" "Bury the hatchet"	<u>Unit 3- Reading Standards for Literature</u> RL.4.1, RL.4.2, RL.4.3, RL.4.4, RL.4.5, RL.4.6, RL.4.7, RL.4.9, RL.4.10 <u>Reading Standards for Informational Text</u> RI.4.1, RI.4.3, RI.4.4, RI.4.5, RI.4.7 <u>Reading Standards for Foundational Skills</u> RF.4.3, RF.4.3a, RF.4.4, RF.4.4a, RF.4.4b, RF.4.4c <u>Writing Standards W.4.1, W.4.1a,</u> W.4.1b, W.4.3e, W.4.2, W.4.3, W.4.3a, W.4.3b, W.4.3d, W.4.4, W.4.5, W.4.8, W.4.9, W.4.10 <u>Speaking &amp; Listening Standards</u> SL.4.1, SL.4.1b, SL.4.1c, SL.4.1d, SL.4.2, SL.4.3, SL.4.4 <u>Language Standards L.4.1, L.4.2,</u> L.4.2a, L.4.2d, L.4.3, L.4.3a, L.4.3b, L.4.4, L.4.4a, L.4.4c, L.4.5, L.4.5a, L.4.5b		<u>Interacting in Meaningful Ways</u> I.A.1, I.A.2, I.A.3, I.A.4, I.B.5, I.B.6, I.B.7, I.B.8, I.C.9, I.C.10, I.C.11, I.C.12 <u>Learning About How English Works</u> II.A.1, II.A.2, II.B.3, II.B.4, II.B.5, II.C.6, II.C.7
Math	CCSS	SMP	
<b>Math in Focus</b> -Ch. 3: Whole Number Multiplication and Division (days 9 – 16) Ch. 4: Tables and Line Graphs (days 1 – 10)	CH. 4-	MP.1, MP.2, MP.3, MP.4, MP.5, MP.6, MP.7,	
Core Content	NGSS		
Meteorology/Energy, Chinese Dynasties	4-PS3-1, 4-PS3-2, 4-PS3-3, 4-PS3-4, 4-PS4-1, 4-PS4-2, 4-PS4-3		
California History	CA HSS		
California Native Americans, California Exploration, Spanish Missions	CA: A Changing State 4.2, 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.6		
Art	CA VAS		
Art of the Middle Ages, Art of China			



CKLA/ELA/Core Content	CCSS	CA HSS	ELD
Unit 4-Contemporary Fiction  Westward Expansion before the Civil War	Reading Standards for Literature, Grade 5: RL.1, RL.2, RL.3, RL.4, RL.5, RL.6, RL.10 Reading Standards for Foundational Skills, Grade 5: RF.3, RF.5.3a, RF.4, RF.4a, RF.4b, Writing Standards, Grade 5: W.1, W.1a, W.1b, W.3, W.3a, W.3b, W.3d, W.3e, W.4, W.5, Speaking and Listening Standards, Grade 5: SL.1, SL.1a, SL.1b, SL.1c, SL.1d, Language Standards, Grade 5: L.1, L.2, L.2e, L.3, L.3a, L.4a, L.4c, L.5, L.5a,	5.6, 5.7	ELD Grade 5: W.5.1-10; L.5.1-3, 6, W.5.1, 4, 9-10; SL.5.4, 6; L.5.1-3, 6
Math	CCSS		
Chapter 5- Algebra	Operations and Algebraic Thinking, Grade 5: OA.1, OA.2, OA.3, Standards For Mathematical Practice, Grade 5: MP.1, MP.2, MP.3, MP.4, MP.5, MP. 6, MP.7, MP.8		
Sayings	CCSS	ELD	
"Forty Winks" "The grass is always greener on the other side" "To kill two birds with one stone"	RL.5.4	RL.5.4-5; RI.5.4-5; SL.5.3; L.5.3-6	
Science	NGSS		
Matter and Energy in Organisms and Ecosystems	PS3.1, PS3.D, LS1.1, LS1.C, LS2.1, LS2.A, LS2.B, ETS1.B, ETS1.2,		
Art/Music	CA VAPA		
Continue Recorder: Music Reading: Musical staff, note values, rhythms, B, A, G, E, F, D, C Songs: "Get Along Little Dogies" "Shenandoah"	Artistic Perception 1.0 1.1, 1.2, 1.3 Creative Expression: 2.2 Historical and Cultural Context 3.0: 3.1, 3.3		
Visual art: Bierstadt			

### **Research-Based Evidence that VCA's Proposed Instructional Program is Successful with the Charter's Targeted Population:**

Village Charter Academy's instructional program using Core Knowledge as the foundation provides a curriculum that is research proven and validated through several independent national studies (see research in —VCA's Curriculum and Instructional Program) to be successful with all students and has shown to narrow the achievement gap in typically underserved student populations. "The benefits of coherent and cumulative knowledge preparation accrue to advantaged as much as to disadvantaged ones. School time is being used productively. More is learned. Overall achievement is higher, the class moves forward rapidly, and the fairness gap is narrowed. Everyone in a classroom benefits if everyone has the background knowledge needed to understand the gist of classroom discourse... All students make gains, with disadvantaged children gaining relatively more because the groundwork has been carefully laid to make the classroom topic familiar to all." (The Makings of Americans by E.D. Hirsch, Jr.)

### **Textbooks and Instructional Resources:**

The Core Instructional textbooks are the Core Knowledge Language Arts (CKLA) Program. The math program is Math in Focus. The instructional resources implemented at Village Charter Academy are school-developed instructional units that integrate Core Knowledge and Common Core Standards. These units are developed by teachers and



school leadership to meet the needs of our student population. Instructional units are assessed and revised as needed to adjust to changing student population and most current educational research.

**The instructional materials used at VCA will include but are not limited to:**

- Textbooks
- Subject matter textbooks
- Manipulatives
- Teacher developed Core Knowledge Units
- Technological tools, such as computer software and the internet
- Grade appropriate literature and non-fiction text aligned to Common Core Standards
- Real life materials used for hands on experiments
- Accelerated Reader Books

**Technology**

Each K-1 classroom has 1 iPad for each 2 students at minimum. Students utilize the iPads for skills practice, online based assessments, audible text, and interactive media activities. Each classroom in grades 2-5 has at least 1 MacBook for each 2 students and 4 iPads for use in centers. Computers are utilized for investigations, research projects, to demonstrate learned knowledge, differentiated instruction opportunities and computer-based assessments to prepare for Smarter Balanced testing. The ratio of computers to students provides an opportunity for students to use technology on a daily basis, but still encourage communication skills as they work with their peers to complete assignments, work on projects, and develop presentations. Students use technology to master Common Core standards that address using multiple media sources and creating digital publication of their writing.

Each classroom has an interactive whiteboard that allows teachers to provide lessons that are engaging and enriching. Teachers use interactive whiteboards to engage students in activities such as learning vocabulary, pronunciation or exploring a research topic. The whiteboard integrates text, images, videos and/or audio files in order to provide multi-modality strategies. For instance, a teacher can play an audio file to demonstrate the pronunciation of a word displayed on the board. Students will then be given a chance to pronounce other words to see whether they are correct. Use of videos footages in teaching also provides experiences outside the conventional classroom environment. That triggers a creative and fresh perspective to learning, which can lead to students contributing in their ideas in class sessions.

As students work to prepare for the Smarter Balance Assessment, they develop word processing skills, become comfortable taking assessments on computers, and become adept at navigating using the computer controls. Technology also supports the assessment and data collection efforts of VCA. Benchmarks are given using computerized tests, and student results will be immediately available to the students and teachers to provide meaningful feedback.



## **Transitional Kindergarten**

Village Charter Academy currently has one Transitional Kindergarten class. Transitional Kindergarten is designated for students who turn 5 years old between November 2 and December 2 of each year and is the first year of a two-year kindergarten program. The classroom teacher develops the curriculum using the California Preschool Learning Foundations and the CDE's TK Implementation Guide with an emphasis on school readiness and social-emotional development. When space is available, Village Charter Academy utilizes the Expanded Transitional Kindergarten program to increase access for students turning five years old in the school year, and to provide a smooth transition to Kindergarten.



## Academic Calendar and Schedules

Village Charter Academy School Calendar 2019-2020													
<b>AUGUST '19</b>							<b>JANUARY '20</b>						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3				1	2	3	4
4	5	6	7	8	9	10	5	6	7	8	9	10	11
11	12	13	14	15	16	17	12	13	14	15	16	17	18
18	19	20	21	22	23	24	19	20	21	22	23	24	25
25	26	27	28	29	30	31	26	27	28	29	30	31	
19 First Day of School							11-23-19 Winter Break						
30 Pupil Free Day							20 Holiday/ No School						
9							24 Progress Report						
91													
<b>SEPTEMBER '19</b>							<b>FEBRUARY '20</b>						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7							1
8	9	10	11	12	13	14	2	3	4	5	6	7	8
15	16	17	18	19	20	21	9	10	11	12	13	14	15
22	23	24	25	26	27	28	16	17	18	19	20	21	22
29	30						23	24	25	26	27	28	29
2 Holiday/ No School							14 Pupil Free Day						
27 Progress Report							17 Holiday/ No School						
Early Dismissal @ 1													
No After School Program							109						
9-30-19 Fall Break/No School													
28													
<b>OCTOBER '19</b>							<b>MARCH '20</b>						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5	1	2	3	4	5	6	7
6	7	8	9	10	11	12	8	9	10	11	12	13	14
13	14	15	16	17	18	19	15	16	17	18	19	20	21
20	21	22	23	24	25	26	22	23	24	25	26	27	28
27	28	29	30	31			29	30	31				
9-30-19 Fall Break/No School							6 Second Reporting Period						
47							16-20 Early Dismissal @ 1						
							Parent Conferences						
							131						
<b>NOVEMBER '19</b>							<b>APRIL '20</b>						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2				1	2	3	4
3	4	5	6	7	8	9	5	6	7	8	9	10	11
10	11	12	13	14	15	16	12	13	14	15	16	17	18
17	18	19	20	21	22	23	19	20	21	22	23	24	25
24	25	26	27	28	29	30	26	27	28	29	30		
8 First Reporting Period							3 Early Dismissal @ 1						
11 Holiday/ No School							No After School Program						
18-22 Early Dismissal @ 1							6-10 Spring Break						
Parent Conferences							148						
Dismissal @ 1/ No After School													
25-29 Thanksgiving Break													
62													
<b>DECEMBER '19</b>							<b>MAY '20</b>						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7						1	2
8	9	10	11	12	13	14	3	4	5	6	7	8	9
15	16	17	18	19	20	21	10	11	12	13	14	15	16
22	23	24	25	26	27	28	17	18	19	20	21	22	23
29	30	31					24	25	26	27	28	29	30
18-22 Early Dismissal @ 1							31						
No After School Program							1 Progress Report						
11-23-19 Winter Break							22 Pupil Free Day						
77							25 Holiday/ No School						
							167						
<b>JUNE '20</b>													
S	M	T	W	T	F	S	15-17 Early Dismissal @ 1						
	1	2	3	4	5	6	17 Last Day of School						
7	8	9	10	11	12	13	Dismissal @ 1/ No After School						
14	15	16	17	18	19	20	Third Reporting Period						
21	22	23	24	25	26	27	18-19 Pupil Free Day						
28	29	30					180						

The following is a sample of grade level Daily Schedules:



Sample TK Daily Schedule, Regular Day

Time	Minutes	Subject
7:30-8:00		Breakfast, Social Play
8:00-9:10	70	ELA- CKLA Read Aloud
9:10-9:30		Snack and Recess
9:30-11:00	90	ELA- Literacy Centers
11:00-11:30	30	ELD
11:30-12:15		Lunch
12:15-12:50	35	Math- Calendar
12:50-1:30	40	Math- Centers
1:30- 2:00	30	Music/PE
2:00-2:30	30	Science/Social Studies
2:30-3:00	30	Community Circle, Dismissal
Total Instructional Minutes	355	

Sample TK Daily Schedule, Early Dismissal

Time	Minutes	Subject
7:30-8:00am		Breakfast, Social Play
8:00-9:10	70	ELA- CKLA Read Aloud
9:10-9:30		Snack and Recess
9:30-10:45	75	ELA- Literacy Centers
10:45-11:15	30	ELD
11:15-11:45		Lunch
11:45-12:30	45	Math- Calendar
12:30-1:00	30	Community Circle, Dismissal
Total Instructional Minutes	250	



Sample Kindergarten Schedule, Regular Day.

Time	Minutes	Subject
7:30-8:00		Breakfast, Social Play
8:00-8:30	30	Community Circle, Oral Language (ELA/Math/ELD)
8:30- 9:30	60	ELA- Skills Centers
9:30- 9:50		Snack and Recess
9:50- 11:00	70	ELA- Listening and Learning
11:00-11:30	30	ELD
11:30-12:15		Lunch
12:15- 1:00	45	Math
1:00- 2:00	60	Science/Social Studies
2:00-2:30	30	Arts, PE
2:30-3:00	30	Community Circle, Dismissal
Total Instructional Minutes	355	

Sample Kindergarten Schedule, Early Dismissal

Time	Minutes	Subject
7:30-8:00		Breakfast, Social Play
8:00-8:30	30	Community Circle, Oral Language (ELA/Math/ELD)
8:30- 9:30	60	ELA- Skills Centers
9:30- 9:50		Snack and Recess
9:50- 10:45	55	ELA- Listening and Learning
10:45-11:15	30	ELD
11:15-11:45		Lunch
11:45- 12:30	45	Math
12:30- 1:00	30	Community Circle, Dismissal
Total Instructional Minutes	250	





Sample 1<sup>st</sup> Grade Daily Schedule, Regular Day

Time	Minutes	Subject
7:30-8:00		Breakfast, Independent Work
8:00-8:40	40	Math/ELD- Calendar
8:40- 9:30	50	ELA- Skills
9:30- 9:50		Snack and Recess
9:50- 10:20	30	ELD
10:20-11:30	70	Math
11:30-12:15		Lunch
12:15- 12:45	30	Oral Language
12:45- 1:00	15	Accelerated Reading
1:00-1:45	45	ELA- Listening and Learning
1:45-2:30	45	Science/Social Studies
2:30-3:00	30	Community Circle, Dismissal
Total Instructional Minutes	355	

Sample 1<sup>st</sup> Grade Daily Schedule, Early Dismissal

Time	Minutes	Subject
7:30-8:00		Breakfast, Independent Work
8:00-8:40	40	Math/ELD- Calendar
8:40- 9:30	50	ELA- Skills
9:30- 9:50		Snack and Recess
9:50- 10:20	30	ELD
10:20-11:15	55	Math
11:15-11:45		Lunch
11:45- 12:30	45	Science/Social Studies
12:30- 1:00	30	Community Circle, Dismissal
Total Instructional Minutes	250	



Sample 2<sup>nd</sup> Grade Daily Schedule, Regular Day

<b>Time</b>	<b>Minutes</b>	<b>Subject</b>
7:30-8:00		Breakfast, Independent Work
8:00-8:30	30	Math/ELD- Calendar, Community Circle
8:30- 9:55	85	ELA- Skills
9:55- 10:15		Snack and Recess
10:15- 10:45	30	ELD
10:45-12:00	75	Math
12:00-12:45		Lunch
12:45- 1:15	30	ELA- Listening and Learning
1:15-2:00	45	Social Studies/Science
2:00-2:30	30	Music, Art, PE
2:30-3:00	30	Community Circle, Dismissal
<b>Total Instructional Minutes</b>	<b>355</b>	

Sample 2<sup>nd</sup> Grade Daily Schedule, Early Dismissal

<b>Time</b>	<b>Minutes</b>	<b>Subject</b>
7:30-8:00		Breakfast, Independent Work
8:00-8:30	30	Math/ELD- Calendar, Community Circle
8:30- 9:55	85	ELA- Skills
9:55- 10:15		Snack and Recess
10:15- 10:45	30	ELD
10:45-11:45	60	Math
11:45-12:15		Lunch
12:15- 12:45	30	ELA- Listening and Learning
12:45-1:00	15	Community Circle, Dismissal
<b>Total Instructional Minutes</b>	<b>250</b>	



Sample 3<sup>rd</sup> Grade Daily Schedule, Regular Day

Time	Minutes	Subject
7:30-8:00		Breakfast, Independent Work
8:00-8:15	15	ELD/Oral Language
8:15- 9:25	70	ELA
9:25- 9:55	30	ELD
9:55-10:15		Snack and Recess
10:15- 10:45	30	ELA
10:45-12:00	75	Math
12:00-12:45		Lunch
12:45- 1:30	45	ELA- Listening and Learning
1:30-2:30	60	Social Studies/Science
2:30-3:00	30	Community Circle, Dismissal
Total Instructional Minutes	355	

Sample 3<sup>rd</sup> Grade Daily Schedule, Early Dismissal

Time	Minutes	Subject
7:30-8:00		Breakfast, Independent Work
8:00-8:15	15	ELD, Oral Language
8:15-9:25	70	ELA
9:25-9:55	30	ELD
9:55-10:15		Snack and Recess
10:15-10:45	30	ELA
10:45-11:45	60	Math
11:45-12:15		Lunch
12:15-12:45	30	Social Studies/Science
12:45-1:00	15	Community Circle, Dismissal
Total Instructional Minutes	250	



Sample 4<sup>th</sup> Grade Daily Schedule, Regular Day

Time	Minutes	Subject
7:30-8:00		Breakfast, Independent Work
8:00-8:45	45	Community Circle, Oral Language, Writing
8:45-10:20	95	Math
10:20-10:40		Recess and Snack
10:40-12:00	80	ELA
12:00-12:30	30	ELD
12:30-1:15		Lunch
1:15-2:15	60	Science/Social Studies
2:15-2:30	15	Accelerated Reader
2:30-3:00	30	Community Circle, Dismissal
Total Instructional Minutes	355	

Sample 4<sup>th</sup> Grade Daily Schedule, Early Dismissal

Time	Minutes	Subject
7:30-8:00		Breakfast, Independent Work
8:00-8:45	45	Community Circle, Oral Language, Writing
8:45-10:20	95	Math
10:20-10:40		Recess
10:40-11:45	65	ELA
11:45-12:15	30	ELD
12:15-12:45		Lunch
12:45-1:00	15	Community Circle, Dismissal
Total Instructional Minutes	250	



### Sample 5<sup>th</sup> Grade Daily Schedule, Regular Day

Time	Minutes	Subject
7:30-8:00		Breakfast, Independent Work Time
8:00-8:10	10	Oral Language
8:10-8:40	30	ELA- Accelerated Reader
8:40-10:20	100	Math
10:20-10:40		Recess
10:40-10:55	15	Community Circle
10:55-12:00	65	ELA
12:00-12:30	30	ELD
12:30-1:15		Lunch
1:15-2:00	45	ELA
2:00-2:45	45	Science/Social Studies
2:45-3:00	15	Community Circle, Dismissal
Total Instructional Minutes	355	

### Sample 5<sup>th</sup> Grade Daily Schedule, Early Dismissal

Time	Minutes	Subject
7:30-8:00		Breakfast, Independent Work Time
8:00-8:10	10	Oral Language
8:10-8:40	30	ELA- Accelerated Reader
8:40-10:20	100	Math
10:20-10:40		Recess
10:40-10:55	15	Community Circle
10:55-11:45	50	ELA
10:45-12:15	30	ELD
12:15-12:45		Lunch
12:45-1:00	15	Community Circle, Dismissal
Total Instructional Minutes	250	



Grades	Grades Offered	Number of Regular Days	Number of Instr. Minutes Per Regular Day	Number of Early Dismissal Days	Number of Instr. Minutes Per Early Dismissal Day	Number of Minimum Days	Number of Instr. Minutes Per Minimum Day	Number of [Other] Days	Number of Instr. Minutes Per [Other] Day	Total Number of Instr. Days	Minutes Req'd Per State Law	Total Number of Instr. Minutes	Number of Instr. Minutes Above/ Below State Req't
TK/K	Yes	164	375	16	255	0		0		180	36000	65580	29580
1	Yes	164	355	16	235	0		0		180	50400	61980	11580
2	Yes	164	355	16	235	0		0		180	50400	61980	11580
3	Yes	164	355	16	235	0		0		180	50400	61980	11580
4	Yes	164	355	16	235	0		0		180	50400	61980	7980
5	Yes	164	355	16	235	0		0		180	50400	61980	7980
6	No									0	54000	0	-54000
7	No									0	54000	0	-54000
8	No									0	54000	0	-54000
9	No									0	64800	0	-64800
10	No									0	64800	0	-64800
11	No									0	64800	0	-64800
12	No									0	64800	0	-64800

## **Professional Development**

### **Recruitment of Qualified Teachers With a Commitment to the Goals, Vision, and Missions as Reflected in VCA's Instructional Program:**

Teachers are recruited through various search methods including EdJoin, local universities, posts on the school's website and social media pages. Village Charter Academy seeks to recruit teachers who hold a CLAD credential and possess bilingual skills in order to communicate with and serve our English Learner population and families. Qualified teachers with a background in the humanities, arts, and sciences are encouraged to apply to contribute to Village Charter Academy's mission and instructional approach.

Village Charter Academy's Directors, working with the school hiring committee, will recruit and hire teachers using a disciplined hiring process. This process will include resume screening and a rigorous interview process that will include administration, grade level teachers and other relevant personnel. Applicants may participate in demonstration lessons/scenario responses. All new teachers will be required to attend staff development trainings and will be paired with grade level lead teachers to ensure cohesiveness of grade level programs.

### **Professional Development That Supports the Proposed Instructional Program:**

Teachers at Village Charter Academy will continue their professional development through a variety of means. Ten pupil free days are calendared each year. Prior to the opening of school each year, teachers will participate in 5 days of professional development to prepare for the school year. Three days have been calendared during the year to allow teachers and administrators to participate in various professional development sessions to deepen understanding of strategies to implement school curriculum. Two days are scheduled at the end of the year to complete end of the year closing procedures. Team meetings, peer mentoring, and team teaching will be an essential part of the Professional Learning Community developed at VCA to continue to



develop and maintain quality teaching. The Village Charter Academy professional development model is reflected in the school budget as a priority and reflects the vision and the mission of VCA.

**Professional Learning Communities:** Our professional community of learners, in which teachers, staff and VCA administrators continuously seek and share learning and then act upon what they learn, is a powerful structure that supports student achievement at the highest levels. The goals of this approach are to enhance professional effectiveness. As an organizational arrangement, the professional learning community is a powerful staff development approach and a critical strategy for continuous school change and improvement.

Levine and Shapiro (2004) cited in *Education for All*, confirmed earlier research studies that validated when teachers had opportunities for collaborative inquiry and learning related to it, they were able to develop and share a body of wisdom gleaned from their experience. Shared decision-making was cited as a factor in curriculum reform and the transformation of teaching roles where structured time is provided for teachers to work together in planning instruction, observing each other's classrooms and sharing feedback. The attributes of a Professional Learning Community are supportive and shared leadership, collective creativity, shared values and vision, supportive conditions and shared personal practices. VCA has a strong commitment to the development of a professional learning community.

The Academic Excellence Committee has created structures to foster a collaborative culture and a responsibility for all learners. Pupil free days for professional development are scheduled in the annual school calendar. Days are scheduled before the school year begins, during the school year, and at the end of the year to evaluate programs and for program planning and revision as needed, for the following school year. In addition, the staff meets weekly in PLC's to analyze student work, assessments, data, and regularly discusses curriculum and best practices in methodology and pedagogy. The primary focus is targeted discussion of what students need to learn, how this will be measured, and response to students who are not demonstrating skills and concept.

VCA professional development goals are mission and achievement driven. VCA teachers and staff are given the opportunity to submit a proposal for additional training in an area that they commit to share at weekly inquiry session a process developed by the State of California for the SB1274 schools. This highly structured process focuses on the critical issue of underachievement issues and solutions. With the support of the evaluating Directors, each teacher develops an annual performance plan with specific strategies to ensure this success. The learning goals become an element in VCA's overall professional development and plan and evaluation process.





### Professional Development Model Elements:

VCA's professional development model will support activities that are part of an overall improvement strategy. Teachers and staff will participate in a professional development model that is connected to the Common Core standards and the Core Knowledge Sequence that will be coordinated, aligned, and reflects VCA's organizational goals. Teachers will also receive professional development on strategies that integrate the arts and technology with both Core Knowledge and Common Core. VCA's model will be coherent with a positive influence of change in teaching practices. A wide variety of implemented practices will include targeted workshops, seminars, student groups, lesson study, examination of student work, inquiry sessions, coaching, mentoring and curriculum selection and development. A systematic evaluation VCA's Professional development model will assess effectiveness in meeting staff and student learning needs and adjusted as needed.

Identified topics for the first year of the charter term are as follows:

- NGSS Lesson Planning
- Full Inclusion of Special Education in the General Education Classroom
- Data Analysis Cycle
- EL Strategies

Professional Development Calendar 2019-2020

<b><u>August</u></b> *Initial ELPAC *SPED/Full Inclusion *Evaluation Process	<b><u>September</u></b> *Safe School Plan (Emergency Drills) BoY Benchmarks/Data Analysis /Progress Monitoring *SPED- behavioral sensitivity/attention /sensory *School Home Connection Night	<b><u>October</u></b> *LCAP *Identified School wide Instructional Practices	<b><u>November</u></b> *Parent Conference Policies and Procedures *ELD- Student Discourse	<b><u>December</u></b> *Student Achievement Data (Report Cards)/Supporting Subgroups	<b><u>January</u></b> *NGSS Planning Lessons *School Budget
<b><u>February</u></b> * MoY Benchmarks *ELPAC *Positive Behavior Intervention *Standards for Mathematical Practice	<b><u>March</u></b> *Smarter Balanced Assessment *LCAP *Intervention Supports	<b><u>April</u></b> *Differentiated Support of EL Students *NGSS	<b><u>May</u></b> *School Budget *EoY Benchmarks	<b><u>June</u></b> *End of Year Activities, Cums	<b><u>All Year</u></b> *Peer Observations *Lesson Studies *Grade-Identified Goals *Conference Attendance

\* Teach Like a Champion- throughout the year



**English Learners: Methodologies and Instructional Programs:** Village Charter Academy educates our English Learners in the following ways: Village Charter Academy implements its own Board-approved English Learner Master Plan. The EL population at VCA is between 35-40%.

**Initial Identification:**

**Home Language Survey:**

At the time of enrollment, all parents fill out a Student Application, which includes a Home Language Survey (HLS). The survey is used to determine the primary language of the student. If the first three responses on the HLS indicate a language other than English, the student is assessed using the Initial ELPAC within thirty days of the start of attendance in English listening, speaking, reading, and writing. The results of these assessments enable school personnel to determine the English language proficiency level of the student.

**English Learners participate in the Structured English Immersion** program with an Integrated ELD model. All teachers hold the required credential authorizing them to teach English Learners. Bilingual teachers are assigned on each grade level span. Monolingual teachers are paired with bilingual instructional assistants to provide language support as needed. English Proficiency for ELs is determined and monitored using multiple measures, including but not limited to achievement on ELPAC, ELD standards matrix, and performance on formal and informal classroom assessments.

Every English Learner takes the Annual ELPAC each spring to measure progress toward English proficiency. Upon receipt of student score reports, instructional staff will review the data to determine areas of strength and need for individual students, and plan and provide additional support in those areas. Student score data will be the first step in determining if an English Learner may be ready to reclassify.

The following strategies are implemented to ensure adequate progress toward mastery of the ELD standards:

**Instructional Strategies and Supports:**

- **Focused vocabulary Instruction** enables second language learners to access a broad range of content with a higher level of understanding;
- **Instructional methodologies** such as front-loading, peer modeling, cooperative learning, SDAIE ensures instructional lessons address multiple learning modalities, access higher level thinking skills, use of Depth & Complexity Icons, and provide instruction with an emphasis on the use of oral language and reasoning;
- **Standards Based/Targeted Instruction:** EL's receive focused instruction based on ELD standards. This instruction will include differentiated scaffolded lessons based on core instruction, the increased use of realia and visual aids;
- **Core Knowledge** instruction provides content knowledge that supports student learning of vocabulary and academic language in context;



- **Arts Instruction** (fine and visual arts, music, dance, theater arts) provide ELL learners with additional learning experience that contribute to language acquisition;

Each year, school leadership will work with instructional staff to **evaluate the effectiveness of VCA's EL program**. Using data such as ELPAC scores, California School Dashboard Indicators related to ELs, measured student progress on ELD matrices, EL subgroup scores on internal assessments and state assessments, and reclassification rates, the school will determine if students are making ELs adequate progress in learning English and are achieving mastery of core subjects at a rate comparable to non-ELs. Based on this data, and input from teacher and parent surveys and ELAC needs assessments, the school will determine if adjustments need to be made in instructional strategies, materials, staffing, and/or interventions.

**Reclassification process:** The reclassification process uses multiple criteria to determine whether a pupil is proficient in English and ready to reclassify. This criteria includes, is not limited to, all of the following;

- Students are **assessed on language proficiency** using an objective assessment instrument including, but not limited to, the ELPAC; Evaluation of the pupil's mastery of the **English Language Development standards** (Bridging) as determined by their classroom teachers and other certificated staff in the areas of listening, speaking, reading, and written expression;
- **The student's performance on grade level skills and standards** is compared against the performance of English proficient pupils of the same age. The student will demonstrate sufficient proficiency in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English as determined by their grades
- Parents or guardians will be **informed about the re-designation** process and their opportunity to participate, including seeking their opinion and consultation during the reclassification process.

**The process for monitoring ELs** falls under the MTSS process. Students who are included in significant subgroups (including ELs, RFEPs, and ELs at Risk of becoming LTELs) are monitored throughout the year. After each grading period, the Director of Student Services and Director of Instruction meet with teachers to review progress of ELs and RFEPs using data such as report card grades, benchmark assessments, and state standardized tests. A determination is made if students need additional supports, more intensive interventions, different instructional strategies, or referral to SST.



**GATE/High Achieving: VCA supports GATE/High Achieving Students in the following ways:**

**Identification:**

GATE Identification and testing is based on current district practices in order for students to qualify for GATE programs in district middle schools. Gifted and Talented Students are identified upon enrollment based on enrollment information and prior school records. Students not yet identified may be referred for assessment based on proficiency on CAASPP assessment results, report card grades, and/or teacher referral. Students with disabilities may exhibit characteristics of GATE/High Achieving students and therefore may be included in the screening process. A Student Success Team meeting that the parent will determine if the student will be eligible for testing. If eligible, VCA will contract a school psychologist for students to be assessed. Students may be identified by standardized test scores and academic achievement, or by an intellectual test administered by a school psychologist.

**Instructional components** and intervention is provided within the classroom setting by the general education teacher using the following strategies:

- **Core Knowledge** provides an opportunity for higher level of application of rigorous content, language based methodologies;
- **Self-guided** learning and assessment activities;
- **GATE students will be identified and clustered in a classroom with other identified students for advanced instruction. Teachers who have GATE clusters will be trained on strategies to increase rigor and differentiate instruction to allow them to expand on the curriculum for their high performing students;**
- **Teachers** will be a part of the identification process to determine potential GATE/HA students. This will enable them to use their understanding of how students are identified for GATE to help guide their planning and instruction;
- **Team teaching for differentiated instruction**

**Differentiated instruction** incorporates student learning styles and student's interests by targeting both the student's learning strengths and weaknesses. This differentiation allows for individualized learning opportunities to address targeted needs. *"Not all students are alike. Based on this knowledge, differentiated instruction applies an approach to teaching and learning that gives students multiple options for taking in information and making sense of ideas. Differentiated instruction is a teaching theory based on the premise that instructional approaches should vary and be adapted in relation to individual and diverse students in classrooms."* (Tomlinson, 2001)

The progress of gifted and high achieving students will be monitored by their classroom teacher and Director of Instruction using all available external assessments such as CAASPP, and at each reporting period based on subject grade performance as well as internal assessments such as STAR Reading, STAR Math, and DIBELS.



## **Students Achieving Below Grade Level**

### **Identification:**

Students are identified as needing extra support based on the following criteria: Benchmark data using STAR Reading, STAR Math, and DIBELS assessments, performance on classroom assignments and assessments, teacher recommendation using formalized referral process as outlined in school's RTI process and Tier determination.

### **Intervention and Monitoring:**

After completion of Beginning of Year and Middle of Year Benchmarks, students not performing at grade level will be placed in a Tier level based on performance outcomes. The following actions will be implemented to meet the needs of all students not performing at grade level:

- Provide immediate and intensive intervention by their classroom teacher and instructional aides in a small group setting within their instructional day. Intervention is flexible and the intensity increases/decreases as assessed based on student need.
- Classroom teacher and instructional aides will do periodic, frequent assessments to continually monitor progress and review areas of growth and continued need. An intervention binder will be used to show benchmark data, intervention services, and progress monitoring data results showing growth over time.
- Teachers and instructional leaders keep parents informed of students' progress through formal meetings such as parent conferences and SST meetings, periodic progress reports, and feedback from the classroom teacher.
- Conferencing with parents on ways to support students at home, these conferences will be both formal and informal as mentioned above and will include strategies and resources that can be used to help students improve and succeed.

### **Socio-Economically Disadvantaged: VCA supports the achievement of socioeconomically disadvantaged students in the following ways:**

**Identification:** Socioeconomically Disadvantaged Students are identified both upon enrollment and on an annual basis. Identification takes place annually with parent completion of the Free or Reduced Price Meal Eligibility Application for the National School Lunch Program. Designation of socioeconomically disadvantaged is included in the school's student information system and in demographic information for computer-based benchmark assessments.

- **Core Knowledge Sequence, delivered by classroom teachers, provides** exposure to a broad base of knowledge and experiences, equalizing access to an enriching curriculum that gives students social capital.
- **Vocabulary Development** is implemented in the classroom with students to ensure access to high-level content. While not all students that are socioeconomically disadvantaged have academic difficulties, research has shown they are more likely to have vocabulary difficulties (Murphy, Franklin, Breen,



Hanlon, McNamara, Bogue, and James, 2016). According to Isabel Beck, a leading expert in literacy, —disadvantaged children can only catch up in their vocabulary by direct targeting of the words that need to be learned. Field trips and visiting performances provide enrichment activities. Family engagement events such as Home to School Connection Night, provide parents resources to partner in their child’s education. After School Care on campus from 3:00 to 5:00 provides a safe environment for children of working and studying parents

The progress of Socioeconomically Disadvantaged students are monitored by classroom teachers and school leaders through subgroup data analysis on state standardized tests and internal benchmarks.

### **Students with Disabilities**

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

### **Students in Other Subgroups**

**Identification:** Village Charter Academy will continue to identify and meet the needs of **Foster Youth** in accordance with AB 490 -- EC 48853.5. VCA will identify Foster Youth through the enrollment process, self-disclosure or interaction with the Department of Child and Family Services. The needs of Foster Youth are determined and met by working closely with educators, school personnel, social workers, caregivers, advocates, and community-based organizations. A variety of services such as counseling, intervention, or social skills groups will be provided by school or through community-based organizations. Using the school’s student information system, which will track Foster Youth status along with class grades, benchmark scores, and all school-wide academic data, the progress and needs of Foster Youth are monitored through the school’s Multi-Tiered System of Support process. Progress is also be analyzed by teachers and leadership during data analysis at the end of each trimester.

### **Standard English Learners**

#### **Identification:**

Standard English Learners (SELs) are identified using multiple data sources. Students initially identified as English Only or Initially Fluent English Proficient, yet have academic deficiencies as measured by school wide and classroom assessments and grades should be screened using linguistic feature diagnostic measures. The presence of academic alerts and linguistic features typical of SELs identify that a student should receive services for Standard English Learners.



**Intervention and Monitoring:**

Standard English Learners receive Mainstream English Language Development instruction that is culturally and linguistically responsive in their classrooms by teachers with the assistance of instructional aides. Teachers also employ SDAIE strategies throughout the day to support SELs. The progress of SELs are monitored by classroom teachers and school leaders through subgroup data analysis on state standardized tests and internal benchmarks.

**“A Typical Day”**

The students at Village Charter Academy arrive at school on time each day, in uniform, with completed homework and ready for classroom instruction. They are welcomed by one of the Directors as they enter the designated entry gate with a reminder to put forth their best efforts for the day. The Director is there to greet parents and to also answer questions, to provide information on school events, and to encourage parents to participate in the classroom, school committees and other school-wide events. Parents are encouraged to take an active role in their children’s education, with a focus to make them feel welcome at Village Charter Academy. Parent volunteers sign in in the main office. Notices of meetings and agendas, along with school events are displayed outside the entrance to the school.

As students begin arriving at 7:30, they report to their assigned classrooms for independent work time. From 7:30 to 8:00, students work on continued classwork, independent projects, library books, Accelerated Reader books, and other activities that contribute to a sense of responsibility for students’ own learning. The classroom teacher monitors students with assistance given where needed and with always- positive feedback to students. All students are encouraged to take advantage of this independent time as part of the daily program as student start the day with positive and supportive learning experience.

All students at Village Charter Academy have access to the Federal Free and Reduced Meals Program. Students are served a healthy breakfast from 7:30-7:55am and lunch during the school day. The program is expanded into the classroom with instruction in nutrition and healthy meal choices, and in school-wide events such as Health Habits Week.

When the bell rings at 8:00 am, classes report to the gym for the Student Recognition Assembly. Students from each class are nominated monthly recognizing exemplary behavior that reflects the Core Virtue of the month and academic achievement. Teachers write and read a description honoring the students at the assembly to the parents in attendance. These recognitions, along with pictures of the students are displayed prominently in the school. Other recognitions that may be included in the assembly are perfect attendance, Leadership, and Accelerated Reader recognition.





Teachers escort students to the classroom to begin the instructional day at the end of the assembly in an orderly manner with a minimum of lost time. Classroom procedures for the opening of the instructional day are clearly understood by all students. Homework is turned in with students gathering in the Community Circle. Students participate in a morning routine for their Community Circle that includes Core Virtues, where students have the opportunity to discuss literature that incorporates the virtues and discuss how students demonstrate those virtues. This time is also used to set the classroom goals for the day. What will we learn today, how do we know we have learned it, and what are the next steps? The goals will be reviewed at the beginning and end of each school day with students in the Community Circle.

The classroom is attractive with displays of student work with rubrics, the Core Virtue of the month, the Village Academy Creed, and the day's learning objectives and schedule. Common Core Standards are clearly displayed with the instructional standards for the day highlighted and reviewed each day prior to instruction and at the end of the day. Classrooms are highly organized with materials that support Core Knowledge and the Common Core Standards with accessibility for all students, including trade books, manipulatives, Accelerated Reader books, science materials, a technology research center, and support materials for English Learners and other special populations. The classroom environment is highly organized, attractive and promotes a nurturing environment for all students. Clearly understood standards of classroom behavior and procedures are posted and systematically discussed with all students. Teachers implement effective classroom management that provides for a safe, attractive and supportive environment where respect and responsibility is valued and recognized by students and the classroom teacher.

As you walk through the kindergarten classroom, students are learning about touch as one of the five senses. They are integrating science with language arts skills, listening and speaking, and music appreciation. During this lesson, students view picture cards and listen to a biography of Ray Charles. They listen to his music, and discuss how Ray Charles uses touch to play the piano. They experience touching words written in Braille. The students work in cooperative groups to sort pictures that depict using the sense of touch.

When you leave Kindergarten and travel through the First Grade classrooms, you will see First graders working in cooperative groups, using the Depth and Complexity icon for Details. Each group will have an Early American Civilization (Maya, Aztec, Inca). After students work together to brainstorm details from their civilization, students will practice their oral language skills by presenting their details icon. This will open up a discussion about the similarities and differences amongst Early American Civilizations.

Next door in a second grade classroom, the students are working in cooperative groups to create and act out math story problems. They use listening and speaking skills to tell math stories, act them out, identify the mode of operation, and solution to the problem. With the use of pencil and paper they draw models and write number sentences based on the



stories. At the end of the lesson, they change the stories to put unknown numbers in different positions, and critique each other's thinking.

During recess, students are under the supervision of the classroom instructional aide, who is familiar with class norms, procedures and special needs of students. The aides provide consistency from the classroom to the playground and are able to assist students in how to play the games on the playground, resolve conflicts in a positive manner, recognize good behavior, and build a strong relationship that has social and behavioral benefits, as well as academic ones.

While visiting the third grade classrooms you see students beginning a unit on Norse mythology. The teacher introduces the reader Gods, Giants, and Dwarfs! from the school-adopted Core Knowledge Language Arts program. The teacher is leading a discussion about Viking mythology, drawing on their learning of Roman myths earlier in the year, and Greek myths from the Core Knowledge Sequence in second grade. The students work in pairs to browse the reader, and make predictions about what will be learned in this unit of study based on their previous learning. Each pair will report out their predictions to the class, which will be charted, displayed, and revisited throughout the unit of study.

The fourth graders are working on a chemistry unit. In this lesson, students are working in cooperative groups of four to build models of atoms. The class reviews previous learning on atoms and the periodic tables. They are given materials such as marshmallows, toothpicks, and glue. The teacher directs the students to choose an element from the periodic table between 1-25 and to use what they know in order to build an accurate model of an atom. They will create a model using two modalities. The group uses the materials provided by the classroom teacher and their classroom laptops to create models of their atom. Following the completion of their model, the groups present their work to the class and discuss how they created their model. The class discusses each other's models and critiques the work of their peers.

The fifth graders are participating in the day's closing community circle. They have moved their chairs into a circle. The student designated as the facilitator calls on students to review what they learned that day, if they accomplished the day's goals, and what they need to work on tomorrow. The designated recorder writes down the students' remarks, which the teacher then uses to adjust lesson plans.

Before leaving for the day, the students prepare for the next day's work by putting away books and materials, sharpening pencils, emptying trash cans, and organizing their work space. Students have an additional assigned responsibility to care for their classroom.

Instructional aides, who may be employees in teacher programs at local universities, provide support to individual students, as identified through the RTI process. Throughout the school day, these staff members provide individual and small group instruction that provides for the identified academic needs of students to ensure classroom success. All students, including identified special needs students, are fully included in classroom



programs, with the support of the Resource Teacher who works closely in collaboration with the classroom teacher to provide special education services within the regular classroom to students with IEPs. Bilingual Teacher Assistants provide language support for ELs. All students have access to the classroom instructional programs with intervention programs supporting student learning where needed and identified by the RTI process.

All students at Village Charter Academy participate in a comprehensive daily instructional program with high expectations for all students that is standards-based, teacher directed and one that actively engages students in the learning process. Teachers work together weekly to develop, implement, and assess the effectiveness of lessons in achieving student mastery of identified standards. The Lesson Study and Peer Observation approach is used on a regular basis in staff development to assess instruction at all grade levels and resulting student achievement. Teachers use a wide variety of instructional materials, including state adopted textbooks, to meet the needs of a diverse student body.

Throughout the school day, a comprehensive curriculum, with a strong arts strand, provides students will a rich instructional program that develops reading and math basic skills, concepts and mastery of the Common Core Standards. Content areas of science and social studies of the instructional day, as defined by the Core Knowledge Sequence, NGSS and state frameworks provides for an investigational approach with the development of learning projects supported by technology.

Teachers utilize textbooks, trade books, and technology devices in classroom programs with an increasing emphasis in content areas by the upper grades. The focus of Core Knowledge allows teachers to use a wide range of materials and approaches to engage students in the learning process with the emphasis that includes cooperative learning, problem solving, communication and technology skills, a rich and wide vocabulary, student self-assessment through rubrics, independent reading and writing skills, and the mastery of grade level standards. Student use technology to create and present learning projects that reflect an integrated approach across the content areas. All learning modalities are addressed to meet the needs of a diverse classroom of learners and to ensure the success of each student.

At 2:30 each day, students meet in the community circle to assess their individual successes in meeting the academic goals that were discussed in the morning community circle and to plan for the next day. All students assemble outside with their teachers to meet their parents. Teachers dismiss the students, and linger to touch base with parents. This is also a time for both the Directors to talk with parents and share their students successes in the classroom.

Professional development is the framework for all instruction at Village Charter Academy with the establishment of a **Professional Learning Community**. Teachers and staff participate in a weeklong professional academy prior to the opening of school each



year. Training focuses on needs identified through data analysis and surveys. Throughout the school year, teachers meet in grade level teams on a weekly basis to develop lesson plans, implement the **Protocol Process** to resolve instructional issues and examine student work. All staff training addresses the vision, mission and the strategic goals of Village Charter Academy. Once a month, staff and parents meet after school in Board Sub-Committees and parent advisory groups.

Village Charter Academy provides students with a rich and knowledge based instructional program that supports the Charter's Vision and Mission. Our professional and caring staff delivers an engaging educational program each day that meets the needs of all learners in a supportive environment that promotes excellence, equity, and success. Each member of the Village Charter learning community ends the day with looking forward to the next day of exciting instruction, learning, and a high level of student success.



## **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 school wide 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**

Please refer to the LCFF State Priorities table in Element 1 for a description of the measurable goals and objectives of Village Charter Academy's educational program.

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

#### **Performance Targets Aligned to State Priorities**

Please refer to the LCFF State Priorities table in Element 1 on pages 19-29 for a description of the specific performance targets (pupil outcomes), for all pupils (i.e. school wide) and for each subgroup of pupils identified pursuant to Education Code § 52052, that align with the eight (8) state priorities identified in Education Code § 52060(d)

#### **Other Performance Targets**

Please refer to the LCFF State Priorities table in Element 1 for a description of all other measurable goals, including goals for any innovative components in the program, name of each goal, the annual assessment tool(s) or other means to be used to measure levels of performance regarding the goal, and specific annual performance target(s) or outcomes.

### **Method for Measuring Pupil Progress Toward Outcomes: Formative Assessment**

#### **Formative Assessments**

Students are assessed throughout the year in core academic content areas to measure progress. Reading, spelling, and math inventories, sight word, phonics and phonemic awareness assessments, diagnostic measurements, writing samples, and other teacher-selected, age-appropriate tools are used, and records are kept documenting student achievement. Teachers consistently monitor individual student progress to guide curriculum and delivery methods in meeting students' learning objectives. Notes are taken and kept on individual students' growth, progress, and areas of difficulty. Classroom work and homework are evaluated daily. All teachers assess content standard skills through the use of teacher created assessments, checklists and school-wide benchmarks. Ongoing student evaluations are conducted to monitor student progress and to inform instruction.

Students attending VCA will be assessed in each of the core academic skill areas by a range of valid and reliable methods, including, but not limited to, criterion reference tests and assessments, homework, teacher observation, student project presentations, oral reports and standardized tests. VCA will use mandated standardized student assessments as required by the Education Code Section 47605(c)(1). The curricular programs include comprehensive assessment instruments and resources that will be used to assist in the evaluation of student work. Based on the assessment of progress, the student, their family, and the school may make any number of changes to address any shortcomings and/or allow the student to progress farther/faster. Participation by VCA students in student exhibitions will provide additional opportunities for students' work to be exhibited and evaluated.



Part of the review by the Board of Directors will be a periodic review of student performance data disaggregated by significant subgroups. Each VCA student will be routinely and consistently assessed throughout each school year. The results of each assessment will be used to identify the progress of each student, to identify students needing additional support, and to inform and improve instruction.

VCA aligns curriculum, instruction, and evaluation with the Common Core State Standards and Core Knowledge sequence to ensure student success. The standards and the sequence serve as a guide in developing school goals and in making decisions regarding expenditures of resources, allotment of budget, staff development, program priorities, and policy decisions.

**To stay consistent with our goal of educating the whole person, VCA strives to create the following measurable student outcomes using formative assessments that are age/grade/and developmentally appropriate:**

Assessment	Description	Grade Levels	Frequency	Performance Expectation
DIBELS	Early Literacy	K-5	3x/year	Grade level or 1 yr. growth
STAR Reading	Reading	1-5	3x/year	Grade level or 1 yr. growth
STAR Math	Math	K-5	3x/year	Grade level or 1 yr. growth

### **Curriculum-embedded assessments**

Teacher judgments of student learning are a key element in performance assessment. In math, curriculum-embedded assessments are closely aligned with problem solving discussions that are a regular part of our math instruction. We use the Core Knowledge Sequence and the Common Core State Standards to encourage discussion on multiple ways to approach a story/word problem. Students are frequently asked to share their methods for solving a problem and to inquire as to why other students got different answers to understand whether or not their solution is true. Students have academic conversation facilitated by their classroom teacher that allow students to start with where they are while being exposed to more complex ideas from other students in the room. Teachers get to know their students well through student work, assessments and discussions about what they are struggling with and what they know and understand deeply. The culminating event of a project-based unit of study is another example of curriculum-embedded assessment. Models, performances, research reports, and artifacts serve as authentic products that indicate student understanding.





## Data Analysis and Reporting

Village Charter Academy regularly utilizes assessment data to monitor student progress, make changes in the implementation of the educational program, plan professional development activities, and determine resource allocations. Student data is the most significant factor in the decision-making process and evaluation of the success of the decision. Several types of data based on assessments the school uses includes, but is not limited to, classroom assessments, internal benchmarks, and state standardized assessments.

Teachers implement a variety of formal and informal assessments to determine student achievement and use grade level team meeting time to analyze and discuss both the assessments and expected outcomes. They are able to use classroom and benchmark assessments to determine short-range planning, and state standardized data such as Smarter Balanced and ELPAC to determine broader, long-range planning. To measure student understanding throughout lessons, teachers use such strategies as exit tickets, short writing prompts, and observations. All students are given an opportunity to demonstrate progress or mastery toward that include standardized tests, publisher and teacher created assessments, benchmark tests, and teacher observation. A variety of measures are used because no single measure can paint a complete picture of student achievement. Assessments are modified and/or accommodations are provided to students with special needs in accordance with the student's IEP. Based on instant reporting of student data, teachers are able to immediately implement new strategies, re-teach lessons, and/or intensify interventions.

Village Charter Academy's Director of Instruction coordinates the collection, analysis, and reporting of student achievement data to school staff, parents and guardians, the Board of Directors and Sub-Committees such as the School Site Council and Academic Achievement Sub-Committee in order to consistently monitor and improve Village Charter Academy's educational program. This information is also explained in the School's newsletter. **Reporting this information helps all stakeholders understand VCA's educational focus and contribute to setting future goals and determining a professional development focus for the upcoming year.**

In the course of the school year, parents are informed of their child's academic progress via report cards three times and via Progress Reports midway through the reporting periods. Student Success Team meetings are also held throughout the school year with parents if their children are having difficulty meeting grade-level standards. Parents meet with teachers for conferences at the end of the first and second reporting period, or at any time a concern arises.



**Assessment data is also used to help determine professional development needs** in order to facilitate or accelerate progress for students. Achievement data is also used to determine the efficacy of school-adopted programs and materials.

Board members, faculty, students and parents are involved in the assessment and monitoring process of student progress. Board members receive data and student achievement reports from the Director of Instruction at each Board meeting, so that they may fulfill their fiduciary responsibilities and make informed decisions. Parents are able and encouraged to serve on the Academic Excellence Sub-Committee, where they take an active part in monitoring student progress. As the California Dashboard continues its rollout, parents will receive information on how to access and understand the data presented. Students meet with their teachers to review their assessment data and set goals. Teachers are given all of the scores of their students and any comparison data when applicable. Teachers and school administrators monitor student progress and data using the student information system and reports provided by computer-based benchmark assessments.

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

Report cards are school-created and generated through the student information system. Kindergarten-fifth grades use the following grading scale for all subjects, including physical education and the arts:

Grade	Range	Descriptor
A	100-90%	Exemplary achievement
B	89-80%	Above grade level
C	79-70%	At grade level
N	69-60%	Needs Improvement
U	59% or below	Unsatisfactory

Each grade level creates and maintains a grading policy that identifies the assessments used and how they are weighted to determine grades in each subject in that grade level. This ensures consistency, fairness, and shared expectations across grade levels. Grading policies are presented at Back to School Night.

Students and parents receive report cards three times a year. Mid-way between reporting periods, students and parents receive a progress report indicating satisfactory or unsatisfactory progress in Reading, Writing, and Math. Parent conferences are held at the end of the first and second reporting periods. Consequences of not receiving passing marks, including the possibility of retention is discussed during this time.

Promotion to the next grade level depends on the achievement of the student. Students who do not make satisfactory progress each year are at risk of being retained. Although a variety of factors may be considered in the decision to recommend retention, literacy achievement plays a significant factor because it has an effect on other academic areas. If a student is recommended for retention, the school will maintain documentation that he/she has informed the student's parents in writing such as on the student's report cards



and/or verbally informed the parents during a meeting or parent conference that the student may be retained. Village Charter Academy works to ensure that parents are well informed of their child's risk of success early and often in the school year. Interventions are put in place as soon as the risk is identified with the intention of preventing retention.

The teacher, Director of Instruction, and Director of Student Services, considers many factors with input from parents before retention is recommended. Every family has the right to not approve a retention recommendation. The parent or guardian must sign and check the box for agreement on the retention form in order for the retention to go through. Parents also have a space for comment on the retention form. If parents change their mind about retention, they may notify the school in writing to rescind the decision at any time before the beginning of the following school year.

The purpose of retention is to help a child develop a more solid academic foundation from which they can build upon. Some goals of retention include:

- Strengthening a student's academic knowledge and skills
- Providing additional time and instruction for a student to meet grade-level standards
- Helping a student catch-up to master grade-level standards
- Developing a student's self-confidence in his/her academic abilities



## 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.

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

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

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

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

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

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

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

Charter School shall adhere to all applicable federal and state laws and regulations regarding pupil fees, including Education Code sections 49010 - 49013, and extend its



uniform complaint procedure to complaints filed pursuant to Education Code section 49013.

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

### **RESPONDING TO INQUIRIES**

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

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

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

### **NOTIFICATION OF THE DISTRICT**

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

### **STUDENT RECORDS**

Upon receipt of a student records request from a receiving school/school district, Charter School shall transfer a copy of the student's complete cumulative record within ten (10) school days in accordance with Education Code section 49068. 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**

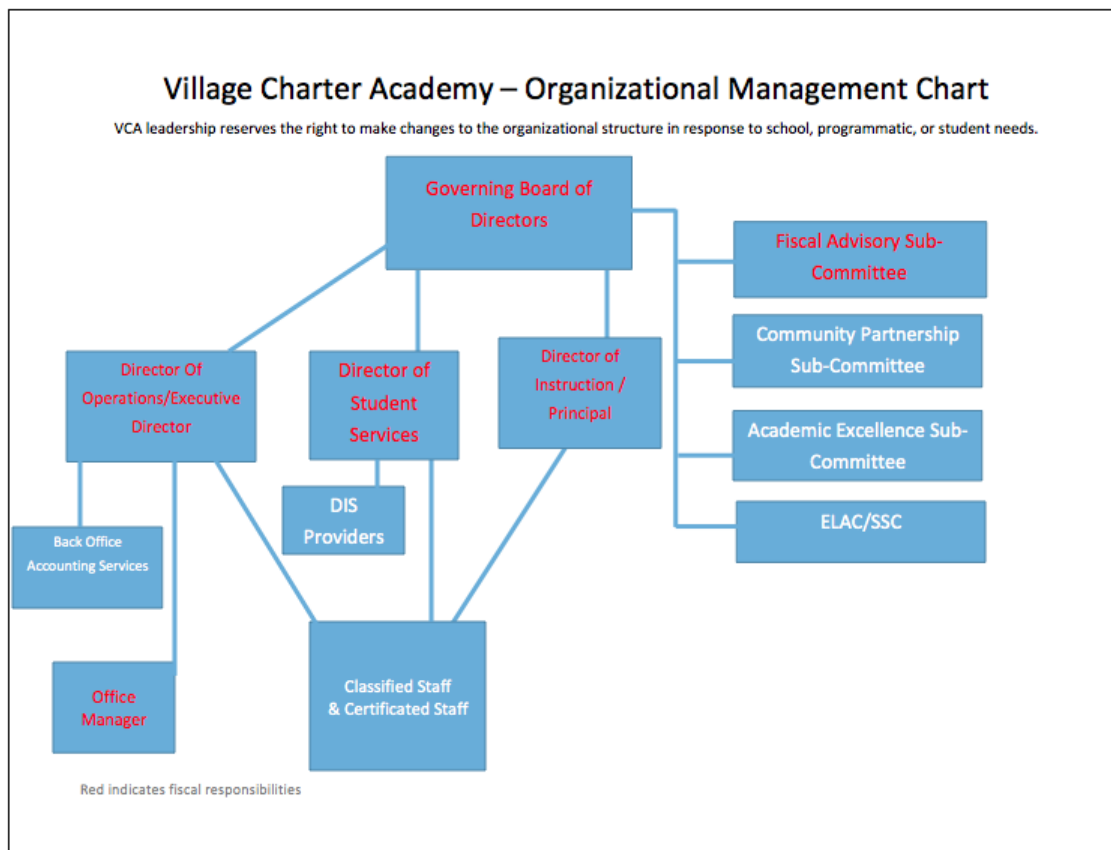
As a recipient of federal funds, Charter School has agreed to meet all applicable programmatic, fiscal and other regulatory requirements of the Elementary and Secondary Education Act (ESEA, also known as Every Student Succeeds Act (ESSA)) and other applicable federal programs. Charter School understands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

## **NON-PROFIT PUBLIC BENEFIT CORPORATION (501(c)(3))**

### **Governance Structure**

Village Charter Academy is a directly funded independent charter school and operates as a California Nonprofit Benefit Corporation pursuant to Education Code section §47604(b) and as a separate legal entity from the sponsoring District. Village Charter Academy will operate autonomously from the District, with the exception of the supervision oversight as required by statute and other contracted services as negotiated between the District and VCA.





The Village Charter Academy Organizational Chart describes the operational structure of the Board of Directors, school administration, faculty and staff. The Governing Board of Directors directly supervises the Executive Director/Director of Operations, the Principal/Director of Instruction, and the Director of Student Services and provides oversight to the three standing Sub-Committees: Academic Excellence, Community Partnership and the Fiscal Advisory Board Sub-Committees. The Executive Director/Director of Operations supervises the Office Manager, The Back Office Accounting Services provider, and assigned certificated and classified staff. The Principal/Director of Instruction supervises assigned certificated and classified staff. The Director of Student Services supervises certificated and classified intervention/special education staff, and DIS providers.

Day-to-day administration of VCA is managed by the Executive Director/Director of Operations, the Principal/Director of Instruction and the Director of Student Services as outlined in employment contracts. The Board provides oversight to the school Directors to address program concerns regarding the operation and improvement of VCA. The Board has the final policy-making authority for the school. The Board develops, reviews policies, and makes revisions as needed to policies created within the Board Sub-Committees and/or by administration. The Board approves the hiring of all contracted employees including the school Directors. The Board approves the final budget and any



adjustments in accordance with the school's fiscal policies. The Board ensures that VCA meets the ongoing educational needs of Village Charter Academy's students, parents, teachers and staff through the evaluation of student achievement and the oversight of the school Directors. Board members comply with VCA's conflict of interest policy and the school's conflict of interest code. The Board operates in a transparent manner at all times.

Village Charter Academy operates as a performance –based organization. The School Directors make day-to-day operational decisions and budgetary expenditures consistent with this organizational approach. There is appropriate and meaningful participation from the employees, parents and the Board. The school budget is approved by a majority of the Board.

Village Charter Academy is governed through a collaborative process that includes all stakeholders: certificated and classified staff, parents and community members. Our goal is to continue to operate as a school community where all voices are heard, with decisions driven by VCA mission, vision and goals that are focused on student achievement. The collective voice of all stakeholders is respected in all decision-making and the establishment of policies at Village Charter Academy.

Village Charter Academy has contracted with outside legal services, with expertise in charter school law, to ensure VCA meets its legal obligations as a California Public Charter School.

Stakeholder involvement in the governance of Village Charter Academy is assured by integrated participation on the Board of Directors and Board Sub-Committees including the Community Partnership, Academic Excellence, and the Fiscal Advisory Committees. In addition, the ELAC/SSC Committees, composed of 50% parent members, provide input on specific programs implemented by VCA.

Village Charter Academy is governed pursuant to the bylaws adopted by the Board of Directors and as subsequently amended pursuant to the amendment process as specified by the bylaws.

### **The VCA Governing Board's Authority**

The Village Charter Academy's Board will meet regularly in compliance with the Brown Act. Additional Board meetings can be scheduled to meet school needs. Subject to provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to the limitations of the articles of incorporation or bylaws, the corporation activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the Board of Directors. The Board shall have the power to:

- Appoint and remove all corporate officers, agents, contracted personnel and employees; prescribe powers and duties for them as are consistent with the



law, articles of incorporation, and by laws; fix their compensation, and require from them faithful service.

- Borrow money and incur indebtedness on the corporation's behalf and cause to be executed and delivered for the corporation's purposes, in the corporate names, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, and other evidences of debt securities.
- Adopt and use a corporate seal; prescribe forms of membership certificates; and alter the forms of the seal and certificates.
- Act as the fiscal agent for VCA.

At a minimum, the duties, responsibilities, and oversight of the Board shall include the following:

- Financial and operational management of the school.
- Adoption of VCA's
- annual financial budget.
- Receipt of operation funds in accordance with the terms and procedures of VCAs Act.
- Solicitation and receipt of grants and donations to VCA.
- Personnel policies and procedures and employee disciplinary matters.
- Recruiting, hiring and evaluation of the Charter's School Directors.
- Approval of hiring recommendations made by School Directors.
- Approval of contracts with outside entities or persons.
- Fiscal oversight including financial audit.
- Engage in strategic planning.
- Regularly measure progress of both students and staff performance.
- Establish operational committees as needed.
- Approve submission of material revisions to the charter for District approval.
- Participate in the dispute resolution and complaint process as needed.
- Provide leadership for parent and community outreach programs.
- Approve the school calendar and school schedules.
- Provide ongoing oversight for LCAP and the Master Plan.
- Relationship with LAUSD/The District.
- All matters related to charter approval, amendment, or revocation.
- Have a demonstrated commitment to mission and vision and ensure that all elements are implemented at Village Charter Academy.



### **The Executive Director/Director of Operations:**

The Director of Operations/Executive Director has the responsibility for all operational functions of the school. The Director of Operations reports directly to the VCA Board of Directors regarding all committees and VCA community at large. The Director ensures that financial functions are carried within the guidelines established by the Board. The Director implements Board policy, correlates VCA's goals with the fiscal plan, supervises and evaluates operational staff, oversees facilities and the Safe School Plan, facilitates the school technology plan, develops with the Director of Instruction the annual performance audit, and ensures that all legal qualification requirements are met by all school personnel. The Executive Director reports directly to the VCA Board of Directors. NOTE: See Element 5 for complete job description.

### **The Principal/Director of Instruction:**

The Director of Instruction oversees the educational program and staffing for TK-5. The Director of Instruction supports teacher professional development, coordinates with the Director of Student Services, reviews and revises curriculum with VCA teachers, facilitates teacher evaluations and peer reviews, supervises students assessments, develops a comprehensive procedures for data collection/reports to guide program planning, adjustments to instructional delivery/programs and classroom intervention service systematically monitoring student achievement. The Director of Instruction reports directly to the Board of Directors. NOTE: See Element 5 for complete job description.

### **The Director of Student Services:**

The Director of Student Services coordinates, in partnership with the Director of Instruction, all student services and intervention support provided to Special Education, ELL's, and disadvantaged students and other students performing below expected grade level in the School's Comprehensive inclusion and intervention Models. The Director of Student Services collaborates with parents, administrators, testing specialist, school psychologist, social workers and professionals to develop individual educational plans designed to promote students' educational, physical and social development. The Director of Student Services facilitates training for the intervention staff and teachers and manages the documents of students served by the Director of Student Services. The Director of Student Services reports directly to the Board of Directors. Note: See Element 5 for complete job description.



### **Administrators and the School Leadership Team:**

The Leadership Team (Executive Director/Director of Operations, Principal, Director of Instruction, Director of Student Services and the Office Manager) will work together with and advise the Board, the Standing Sub-Committees, certificated and classified Staff, and parent representatives to provide support for the implementation of Village Charter Academy's vision and mission.

### **Governing Board Composition and Member Selection**

#### **Composition:**

Village Charter Academy is governed by the Board of Directors pursuant to the Corporation's adopted bylaws and consistent with the terms of the charter. The VCA Board will have at least five (5) members and no more than nine (9) members. Board Directors will be non-employees of VCA. Terms for the Board of Directors will be two years staggered with 50% re-elected at the annual Board meeting in May each year to ensure continuity of the operations of the Board. There are to be no term limits (number of times a member may run for reelection). Governing Board terms will commence July 1 and end June 30.

#### **Vacancies**

The Board may, by resolution, declare vacant the office of a Director who has been declared of unsound mind by an order of the court, or convicted of a felony, or found by final order of judgment of any court to have breached a duty under California Nonprofit Corporation Law or Charter Law. The Board may, by resolution, declare vacant the office of a Director who fails to attend three consecutive or four total Board meetings during any fiscal year unless the absences are due to mitigating factors that have been previously disclosed and approved by the Board. The Board may, by majority vote of the Directors, declare vacant the office of any Director who ceases to meet any required qualification and ability to perform the required duties of Board members in effect at the beginning of that Director's current term of office.

#### **Replacement Procedures**

If there is a vacancy on the Board, including a vacancy created by the removal of a Director, the Board may fill such vacancy by electing an additional director as soon as practicable after the vacancy occurs. If the number of Directors then in office is less than a quorum, additional Directors shall be elected to fill such vacancies by the affirmative vote of a majority of the Directors in office at a meeting. Each Director elected to fill a vacancy shall hold office until the expiration of the term of the replaced Director, and until the election is held at the May annual meeting of the Board with the acting Board member eligible to retain his/her position.

**Selection:**

Village Charter Academy's Board will establish an ad hoc Selection and Nominating Committee, the makeup of which will be determined at the time of its formation, when vacancies occur. Criteria for membership on the ad hoc Selection and Nominating committee includes a VCA stakeholder with one or more of the following qualifications: knowledge of VCA's governing board policies and procedures, understanding of the school climate and curricular focus, and/or previous experience in a hiring or selection committee process. This committee follows the following process to fill vacancies: 1. recruit qualified candidates; 2. interview prospective board candidates; 3. recommend qualified candidates to the board for selection. The Board makes the final selection for new Board members through a majority vote. To ensure that the Board remains an expert and balanced one the Board seeks to recruit members with experience in one or more of the following areas of expertise: Particular expertise or professional experience complementing the expertise of the existing Board; Particular expertise or professional experience in curriculum design and oversight; Prior board service or leadership experience; Diverse perspectives to help the Board maximize its ability to learn and grow such as Nationality, gender, age, ethnicity or cultural heritage; Familiarity with the educational landscape in the Los Angeles region, and/or at the state and national level; Commitment to and appreciation for the value of arts education; Capacity to attract new resources to the school; and expertise in fields such as education, law, banking, fundraising, business, community outreach, facilities, budget, students services and other fields that are relevant to the effective oversight of VCA. Board members also are required to be committed to the school vision and mission and be cognizant of responsibilities as a Board member of Village Charter Academy.

VCA's Executive Directors/Director of Operations, Principal/Director of Instruction, and the Director of Student Services, shall not serve on the Board and shall not vote in Board elections. The School Directors will work in a close partnership with the Governing Board to ensure strong operational policies and procedures attending all board meetings with submitted reports, participating in discussion agenda items as appropriate.

The officers of the Board will provide leadership for effective decision-making based on stakeholder input. All Board members will participate in training annually in the Brown Act and other identified areas that support members responsibilities as the decision-makers of Village Charter Academy

In accordance with Educations Code 47604 (b), the District may appoint a representative to sit on VCA's Board of Directors. No person sitting on the Board may be an interested person. The Board implements a conflict of interest policy and conflict of interest code policy in compliance with the Political Reform Act.



## **Governance Procedures and Operations**

The Governing Board meets regularly at least 8 times a year with additional meetings scheduled as needed. Regular Board meetings are approved for the following school year at the annual Board meeting in May each year and can be amended as changes occur. Notices of Board meetings, agendas and meeting location are posted on VCA website and in the display case at the school entrance and are posted 72 hours in advance. The Board meeting are held on VCA's campus, the specific room number is included on the Board agendas posted at VCA's main entrance. Agendas for Special meetings are posted 24 hours in advanced. Emergency meetings are extremely rare, but can be called with 1 hour notice. Calling an emergency meeting will follow guidelines set forth by the Brown Act, which states the following circumstances allow for an emergency meeting: (1) An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both, as determined by a majority of the members of the legislative body. (2) A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring a legislative body to provide one-hour notice before holding an emergency meeting under this section may endanger the public health, safety, or both, as determined by a majority of the members of the legislative body.

All Board meetings are open to the public and each agenda include a speaker's agenda for the input of staff, parents, students and community members. However, discussions regarding personnel, litigation, real estate negotiation and similar topics requiring confidentiality are held in closed session. Decisions made in closed session are reported in open session at the conclusion of the closed session. Board meetings are held in compliance with the Board bylaws and adherence to the Brown Act.

### **Quorum Requirements:**

A majority of the authorized number of Directors shall constitute a quorum for the transaction of business, except to adjourn.

### **Voting Requirements:**

Every act taken or decision made by a vote of the majority of the Directors present at a meeting duly held at which a quorum is present is the act of the Board, unless a greater number is expressly required by California Nonprofit Corporation Law, the Articles of Incorporation or the Bylaws. A meeting at which a quorum is initially present but due to the withdrawal of Directors, is no longer present, may not transact business; those Directors present may either (a) elect to continue as a committee or (b) adjourn to a future date. Directors may not vote by proxy. Decisions will be determined by voice vote, with a simple majority prevailing. In accordance with the Brown Act, no votes will be taken without a quorum.



**Abstention:**

The Board will follow the Brown Act and basic parliamentary procedures with regards to abstentions. Abstentions will be recorded along with votes for all actions taken by the Board.

**Teleconference Participation:**

Village Charter Academy Board members may participate in teleconference meetings providing the following requirements in the Brown Act are complied with:

- At a minimum, a quorum of the members of the Board of Directors shall participate in the teleconference meeting from locations within the boundaries of LAUSD in which VCA operates;
- All votes taken during a teleconference meeting shall be by roll call;
- If the Board of Directors elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
- All locations where a member of the Board of Directors participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;
- Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Directors directly at each teleconference location; and
- The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.

**President and Vice-President of the VCA Governing Board**

Village Charter Academy Board of Directors will elect a President by a simple majority vote at its annual meeting in May each year. Any member of the Board may be eligible for this position.

If the President submits letter of resignation prior to the end of his/her elected term, VCA's Board will elect a new President for the remainder of the term. The President may be recalled from the Presidency by two-thirds vote of the Village Charter Academy Board and the Board selects a new President for the remainder of the term.

The Vice President shall follow the same process to be elected to serve the Charter in this role. The Vice President will assume the President's duties whenever the President is unavailable on a temporary basis.



### **VCA Governance Board By-Laws**

Village Charter Academy Board of Directors' by-laws define VCA's governance policies and procedures of Board, including Standing Sub-Committees procedures and functions. The Board's bylaws are reviewed at the Board annual meeting in May and as needed throughout the school year for revisions and changes to align with the changes in governance policies and procedures.

The Corporation's bylaws shall contain the following:

- The means by which Board members are to be nominated, selected and removed from office.
- The duration of each Board members' term of office.
- The methods by which Board meetings will be held.
- The means by which parents, teachers, staff, and other members of the community may communicate with the Board.
- The procedure by which the bylaws may be amended.

### **Standing Committees**

The Standing Sub-Committees of the Board ensure stakeholder input and support the work of the Board. Village Charter Academy has three major standing committees as needed to support Board in its oversight role;

#### **Academic Excellence Sub-Committee:**

- Define and continue to define what is academic excellence for the school, ensuring that all Board members understand key charter promises.
- Work with school leadership to devise clear and consistent ways to measure progress towards stated goals.
- Work with school leadership to set annual academic achievement goals to be presented to and approved by the Board.
- Work with the school leadership to share with the Board, annual successes, barriers to reaching academic excellence and strategies to overcome these barriers.
- Work with school leadership to facilitate Board training on issues related to academic oversight and evaluation of student achievement.
- Create specific measureable goals for the year to be included as part of the Board planning process.
- Report to the Board of Directors at regular meetings of the Board in a manner determined by the Board.
- Annually evaluate its work as a committee and objectives it has committed to and report on the same to the Board.
- Provide data reports of school-wide and subgroup student progress for the Board's oversight responsibility of the academic achievement of all students.



### **Fiscal Advisory Sub-Committee**

- Prepare an annual budget for VCA to present to the Board;
- Develop and annually revise a five-year financial forecast and develop long-range financial plans based on the forecast.
- Facilitate an annual audit to be submitted to the Board.
- Provide oversight of fiscal policies, including the procurement process, spending authorization, management of day-to-day fiscal activities and fundraising.
- Review monthly financial statements and variances from the budget with recommended action to the Board, as appropriate.
- Create specific measureable goals for the year to be included as part of the Board planning process.
- Provide guidance to the Board to ensure that all Board of Directors will be effective stewards of the school's financial resources
- Report to the Board at regular meetings in a manner determined by the Board.
- Annually evaluate its work as a committee and the objectives it had committed to, with an evaluation report of its findings, to the Board.

### **Community Partnership Sub-Committee:**

- Act as a liaison between the Board and community, and facilitate parent training.
- Under the supervision of the school Directors and the Board, develop an annual and multi-year plans that will generate funds needed to raise resources for instructional program support.
- Implement the fundraising plans created by the Board and coordinate the fundraising efforts with staff, parents and other volunteers.
- Arrange for Board training on fundraising issues, as needed.
- Implement the community outreach plan adopted by the Board and coordinate the efforts by staff, parents and other volunteers.
- Create specific measurable goals for the year to be included as part of the Board planning process.
- Report to the Board at regular meetings in a manner determined by the Board.
- Annually evaluate its work as a committee and objectives it has committed itself to, with an evaluation report submitted to the Board.

Board Standing Sub-Committees shall comply with the Brown Act, including, but not limited to, posting of agendas in a public location at least 72 hours in advance of regularly scheduled meetings, provision for public comment at meetings, and posting of minutes in a public location.



### **Compensation for Board Members**

Governing Board members shall be reimbursed for reasonable and necessary business expenses including, but not limited to: Charter school-related conference attendance and travel; or legitimate business purposes as outlined by the Board's by-laws. Board members receive no compensation other than reimbursements as described.

### **Standing Committee Composition**

The three Standing Sub-Committees of the Board – Academic Excellence, Fiscal Advisory and Community Partnership – will include representation of the stakeholders served by VCA. Specific representation in the school decision-making process will include the following:

- The **Academic Excellence Committee** will include the Director of Instruction, the Director of Student Services, a majority of instructional personnel and other stakeholders;
- The **Fiscal Advisory Committee** will include the Executive Director, the Board Treasurer, the Office Manager, certificated staff, and other stakeholders.
- The **Community Partnership Committee** will include the Director of Student Services, certificated staff, and a majority of parents/community members

### **Fiscal Management**

Village Charter Academy's Governing Board has oversight on all fiscal matters and will approve and monitor VCA's annual budget and budget revisions. Acting as the fiscal agent, the Board monitors the receipt of revenue for the operations of VCA in accordance with applicable laws and funding sources. In its oversight role, the Board reviews reports submitted by the Fiscal Advisory Committee, the Executive Director and the contracted Fiscal Consultant as follows: monthly review of monthly expenditures and revenue, balance sheet, cash flow analysis, interim reports, unaudited actuals, the final audit, the current budget status and forecasts for the future. The Board reviews and approves the initial and final annual budget and any budget revisions.

### **Stakeholder Involvement**

Village Charter Academy's Board of Directors has adopted policies that encourage parent involvement through its comprehensive Parent Engagement Model that encourages the parent voice in the instructional and operational tasks of VCA. Village Charter Academy has created a school culture where all parents are encouraged to engage in a wide range of opportunities as a partner in the education of their children. The staff strongly supports this partnership with parents, recognizing that one of the primary predictors of student success is parent involvement in the education of their children. Parents are



encouraged to volunteer in the classroom, attend a wide range of school engagement events throughout the year, and join one of the standing Board Sub-committees or one of the parent advisory committees, such as English Learner Advisory Committee and School Site Council. Teachers are encouraged to build relationships with families of their students and serve as an important communication link between home and school.

Parents, staff, and community stakeholders are invited to participate in the educational program as volunteers, members of a school committee, and in Governing Board meetings. Parents are regularly informed about school related events, policies, information and activities through a variety of communications including the school website, the school newsletter, display board throughout the campus, teacher-parent communication and individual teacher websites.

Stakeholders, including parents, teachers, classified and students, complete surveys that are summarized in reports to the Board for planning purposes each spring. The survey summaries provide feedback for the LCAP and the Board planning process is developed and updated annually. Through the committee process, stakeholders have the opportunity to be significantly involved in the decision-making process. All stakeholders are encouraged to attend regular Board meetings to build an understanding of school operations, policies and procedures.

Village Charter Academy encourages parents to participate in the School Site Council and English Learner Advisory Committee that advises the school Directors and the Board on student and community issues in regards to meeting the goals and requirement of federal and state funded program. The composition, selection, and operating procedures follow all state and federal guidelines specified for these committees. Village Charter Academy consults with all stakeholders to develop its LCAP and annual updates through meetings and written communications, such as surveys.



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

### **Employee Positions and Qualifications**

**Village Charter Academy** will select professionals who share the educational philosophy of the school and who are willing to collaborate and work hard to improve the educational outcomes of every student enrolled. All leaders, teachers and staff are committed to providing academic and artistic opportunities for the students and families of the school.

VCA employs the following positions:

Director of Instruction/Principal

Director of Operations/Executive Director

Director of Student Services

Classroom Teacher

Resource Teacher

Human Resource/School Office



Clerical  
Instructional Aide  
Supervision/ After School  
Custodian

### **Director of Instruction/Principal** **Job Description**

**The Director of Instruction oversees the educational program and staffing for grades TK-5. The director supports teacher development, coordinates student services, reviews and revises curriculum with VCA teachers, facilitates teacher evaluations and peer reviews, supervises student assessments, and monitors student achievement. The Director of Instruction reports to the VCA Board of Directors. The Director's responsibilities include, but are not limited to the following, duties:**

#### **Governance and Community**

- Provides for community outreach and fundraising
- Supports the Operational Director
- Member of Academic Excellence Council
- Attends Board meetings
- Ensures implementation of Board approved policy

#### **Instruction and Testing**

- Is an Instructional Leader
- Articulates clear goals and vision of the school and measures achievement aligned to goals
- Coordinates the administration of standardized testing
- Provides for instructional support, including ELD, Low-Socioeconomic, GATE and special needs students
- Facilitates organization, distribution and maintenance of instructional materials
- Provides assistance and coordination of the development of curriculum

#### **Teacher Support and Evaluation/Student Affairs**

- Promotes and encourages a positive and nurturing learning environment
- Supervises selection and hiring of teaching staff and other instructional personnel
- Administers enrollment procedures and the placement of students
- Organizes, implements and evaluates staff training
- Plans and coordinates student orientation
- Manages RTI process, GATE and Special Education
- Oversees student discipline
- Supervises and evaluates instructional staff

#### **Special Education and Required Reporting**

- Works in collaboration with the Director of Student Services and attends IEP meetings
- Handles crime reports, CBEDS, CCR and other legal matters
- Facilitates educational events, open houses and campus tours





- Completes mandated compliance, District, State and federal required reports

### **Minimum Qualifications**

- M.A. Degree required with course work in organizational management, learning and instruction, professional development, employee evaluation and strategic planning.
- Administrative Credential - Tier 1

### **Desirable Qualifications**

- Seven years teaching experience in elementary education.
- Demonstrated successful leadership in a charter school.
- Demonstrated leadership in working with professional staff, students and community toward achieving goals.
- Three years of broad, varied and responsible experience with curriculum design and assessment, professional development for program improvement, programs for diverse students, special education policies and procedures, Response to Intervention (RTI), parent education programs, delivery of instruction, and employee evaluation.
- Demonstrated understanding of Common Core Standards and Core Knowledge.
- Demonstrated successful leadership in a school setting in the areas of learning and instruction, differentiated instruction, RTI, special education, Title I and ELL intervention strategies, GATE programs, and assessment for program improvement.
- Demonstrated successful teaching experience and school leadership roles in a school with a diverse population.
- Exhibited leadership in working with professional staff, students and the community toward achieving goals.
- Agreement with and commitment to the vision, mission and academic goals of VCA.
- Demonstrated ability to implement the Professional Learning Community professional development model to enhance staff performance.
- Commitment to accountability, including a rigorous assessment model then ensures appropriate support for student success.
- Experience with data management to achieve student academic goals.
- Demonstrated success in encouraging parental involvement.

### **Evaluation of Job Performance:**

Performance of this position will be evaluated by the Board of Directors in accordance with VCA's policies and procedures.



## **Director of Operations/Executive Director**

### **Job Description**

**The Director of Operations/Executive Director has the responsibility for all operational functions of the school. The Director reports directly to the VCA Board of Directors regarding all committees and VCA community at large. The Director ensures that financial functions are carried out within the guidelines established by the VCA Board of Directors. The Director's responsibilities include, but are limited to the following:**

### **Board Support**

- Ensures implementation of Board approved policy
- Develops VCA Board meeting agendas in partnership with the Board President/Board Secretary in compliance with the Brown Act; prepares and distributes all Board material
- Proposes policies and makes recommendations for adoption by the Board
- Maintains school policy handbook
- Attends VCA board meetings and is a resource for the Board Secretary for the development of meeting minutes
- Communicates with the School's legal counsel

### **Finance**

- Correlates VCA's goals with a strategic fiscal plan, creates a budget calendar and guidelines, reviews and revises budget assumptions
- Reviews and discusses multi-year financial projections with all stakeholders
- Works with accounting services provider to develop and administer the budget in accordance with generally accepted accounting principles and school goals
- Presents financial reports to the Board.
- Approves all purchase orders, pay warrants, and requisitions
- Supervises grant writing process
- Presents fiscal audit to the Board of VCA
- Member of Fiscal Subcommittee of the Board

### **Employee Support and Evaluation/Student Support**

- Supervises and evaluates staff
- Stays informed on current school laws and regulations
- Manages all personnel and human resources functions and duties
- Ensures that all legal qualification requirements are met by all school personnel
- Supervise Human Resource Manager
- Organizes, implement and evaluate staff training
- Oversees student discipline
- Implements and evaluates student services



### **School Operations and Facilities**

- Oversee facilities and Safe-School Plan and monitors campus safety
- Manages all operations and maintenance of facility
- Manages acquisition of school materials, supplies, equipment and services
- Develops, with the Director of Instruction, the annual performance audit
- Attends the Charter Authorizer and/or District administrative meetings as appropriate
- Handles crime reports, CBEDS, CCR and other legal matters
- Facilitates school technology
- Manages student attendance and ADA and all ADA reports
- Completes mandated compliance, District, State and federal required reports

### **District/Community Relations**

- Facilitates the Charter renewal process
- Oversees website, public relations, marketing, and outreach process
- Provides for community outreach and fundraising

### **Minimum Qualifications**

- M.A. degree required with course work in business administration, organizational management, school law, school finance and related disciplines.
- Administrative Credential - Tier 1

### **Desirable Qualifications**

- Seven years teaching experience in elementary education.
- Demonstrated successful leadership in a school.
- Demonstrated leadership working with professional staff, students and community toward achieving goals.
- Three years of broad, varied and responsible experience with budgeting, school governance, personnel policies, employee evaluation and organizational procedures.
- Demonstrated understanding of Common Core Standards and Core Knowledge.
- Effective communication and problem-solving skills.
- Knowledge of principles, methods and procedures, related to purchasing, operation, safety, computer networking programs, food service, school budgets and fiscal reports, electronic data processing techniques and methods, purchasing and inventory control.
- Knowledge of principles, methods, techniques and strategies of organization, management, evaluation and supervision.
- Knowledge of law, policies and regulations as applied to charter school operations and instruction.
- Knowledge of fiscal policies and procedures as applied to charter schools.
- Preparation of financial and statistical documents and reports.



- Ability maintain student, staff and school records in compliance with all legal, district and state mandates.
- Analyze student achievement data, draw logical conclusions and prepare comprehensive reports for program improvement.
- Establish and maintain a supportive and safe school environment for students, staff and the community.
- Deal effectively with situations requiring tact and judgment.
- Exercise patience, common sense, and good humor to thrive within the pressures, competing priorities and demands of VCA.

**Evaluation of Job Performance:**

Performance of this position will be evaluated by the Board of Directors in accordance with VCA's policies and procedures.

**Director of Student Services**

**Job Description**

**The Director of Student Services oversees the Special Education and Intervention programs of the school. The Director of Student Services oversees identification and intervention support for identified students and monitors all aspects of compliance for this student population. This Director is the administrator of the school as well as the administrator of the special education and intervention programs. The Director of Student Services reports to Governing Board. The Director's responsibilities include, but are not limited to the following duties:**

**Administrative Responsibilities:**

- Collaborates with the Directors of Operations and Instruction in all aspects of overall daily operations of the school
- Participates in weekly Leadership meetings
- Ensures special education compliance
- Provides the leadership for reviews of special education program at VCA (DVR)
- Coordinates referrals and the assessment process, IEP Team meetings, special education and intervention services, monitoring of the academic achievement of identified students
- Reports to VCA Board on special education and student intervention
- Coordinates and evaluates the support services of the Resource program.
- Collaborates with the Leadership Team to provide professional development and staff training
- Serves as a member of the Academic Excellence Board Sub-Committee
- Attends monthly Board meetings with reports as appropriate
- Articulates the overall model of instructional delivery for special education students and RTI intervention strategies for identified sub groups



- Facilitates, with the Instructional Director, the data analysis of periodic DIBELS tests to assess the instructional needs of special education students and sub-group students

#### **Special Education:**

- May act as case manager to instructional services to RSP students.
- Coordinates and monitors the services of the RSP teachers.
- Participates as a member of the IEP Team
- Maintains complete student records in the areas of special education and intervention services
- Monitors the overall model of full inclusion for all identified students
- Provides guidance and counseling for special education students and their teachers in compliance with the student's specific disability

#### **General Education:**

- Participates as a member of the RTI Team
- Provides direct support to the SST and 504 teams with the development of student intervention plans
- Makes frequent classroom visits to provide support and feedback on effectiveness of the delivery of intervention services
- Monitors the effectiveness of intervention services to all sub groups
- Develops and implements targeted professional development for classroom aides
- Coaches classroom teachers and staff on instructional delivery to ensure access to the curriculum for all students

#### **Teacher Support and Evaluation:**

- Plans with teachers to implement modifications for students to access the core curriculum
- Works in partnership with the classroom teacher in the delivery of Instruction to meet the learning needs of students

#### **Community Outreach and Student Activities:**

- Guides the VCA Student Leadership Council
- Provides support and services to parents of identified students
- Develops and provides the leadership for a wide variety of student and parent activities to promote a cohesive school community

#### **School Operations:**

- Provides supervision services before and after school to ensure student safe arrival to school and at dismissal.
- Work as a member of the administrative team to plan faculty/professional meetings and certificated/classified staff trainings



- Participates with the school leadership team to provide for student discipline to maintain a positive and safe school environment

**Minimum Qualifications:**

- Administrative Credential Tier 1
- Master's Degree
- California Education Specialist Credential in SPED

**Desirable Qualifications:**

- Seven years teaching experience in elementary education with five of the years in special education, preferably in a charter school
- Demonstrated leadership working with staff, students and the community in the areas of special education, student support services and compliance
- Three years of broad and responsible experience in the areas of curriculum delivery, professional development, intervention programs for diverse students, special education policies and procedures, Response to Intervention (RTI), parent engagement, employee evaluation, and the IEP Process
- Strong knowledge of the Individual and Disabilities Education Improvement Act, the Common Core Standards and Core Knowledge, Response to Intervention (RTI), Title I and ELL strategies, GATE programs, the collection of data for instructional decisions and intervention support, behavior modification strategies, and differentiated instruction
- Demonstrated successful teaching experience and school leadership in a school with a diverse population
- Excellent collaborative and organizational skills, verbal and written communication skills, and the ability provide leadership at a high level to the charter staff and community
- Ability to maintain student, staff and school records compliance with all legal, district and state mandates
- Good knowledge of Welligent preferable

**Evaluation of Job Performance:**

- Performance of this position will be evaluated by the Board of Directors in accordance with VCA's policies and procedures



## **Teacher Job Description**

Primary purpose: To create a learning environment that strives to achieve the mission of Village Charter Academy.

### **Responsibilities:**

- Duties of this job include, but are not limited to:
- Teaches reading, language arts, social studies, mathematics, science, art, health, physical education, and music to students in a classroom, using the Common Core Standards and Core Knowledge Curriculum as the instructional foundation for all student activities
- Uses Core Virtues and Community Circles to develop citizenship and community responsibility within students.
- Uses a variety of instructional strategies, such as direct instruction, depth & complexity, cooperative learning groups, differentiated instruction, and SDAIE strategies.
- Creates learning experiences that integrates art and technology to enhance student's academic experiences
- Establishes and maintains standards of student behavior to support an engaging, productive learning environment
- Evaluates students' academic and social growth, keeps appropriate records, and prepares progress reports/report card
- Communicates with parents through conferences and other means to discuss students' progress and interpret the school program
- Identifies student needs and cooperates with other professional staff members in assessing and helping students solve health, attitude, and learning problems.
- Creates an effective environment for learning through functional and attractive displays, bulletin boards, and interest centers.
- Maintains professional competence through in-service education activities provided by professional growth activities.
- Participates cooperatively with the administration to ensure a supportive evaluation process.
- Supervises students in out-of-classroom activities during the school day.
- Administers standardized tests in accordance with state testing program.
- Participates in school governance as required.
- Participates in faculty committees, student activities and school wide events.

### **Minimum Qualifications**

- Possess a valid Commission on Teacher Credentialing certificate, permit, or other document that includes an EL Authorization (if teaching a core subject).

### **Desirable Qualifications**

- Experience in a charter school is desirable
- Demonstrated expertise in elementary education as evidence by personal skills and knowledge, an undergraduate major or minor or graduate degree, or direct teaching experience.





- Demonstrated communication skills.
- Demonstrated ability to engage students in the learning process.
- Demonstrated ability to work with a diverse student population, including those with special needs.
- Demonstrated ability to work well with parents.
- Demonstrated ability to work effectively as a team member.
- Demonstrated ability to implement and evaluate measurements of achievement to ensure student success.
- Demonstrated willingness to be held accountable for student results.
- Demonstrated commitment to VCA's vision, mission and school programs.
- Bilingual/Biliterate skills desirable.
- Good technology skills.
- Commitment to work in a collaborative environment to create and implement instructional units that contribute to the attainment of VCA's instructional goals and vision.

#### **Evaluation of Job Performance**

- Performance of this position will be evaluated by the Director of Instruction in accordance with VCA's policies and procedures.

#### **RSP Job Description**

##### **ESSENTIAL DUTIES & RESPONSIBILITIES:**

#### **Direct Instruction/Direct Services**

- Provides support in all academic areas and effectively instruct students in a small group setting and/or the regular education classroom in collaboration with the general education teacher. Establishes clear objectives for all lessons, units, and projects, and communicate those objectives to students.
- Works as part of interdisciplinary team and within content areas plans accommodations/modifications necessary to provide access to students with disabilities to the core curriculum.
- Co-teaches general education classes to increase service delivery for special education students in the general education classroom.
- Provides consultation services as follows but not limited to: (1) utilization of evaluation data for the accommodation and modification of instruction and curriculum (2); identification and assessment of behavior patterns in pupils (3) application of effective classroom management techniques; (4) identification of resources appropriate to individuals with exceptional needs to regular staff members, parents, and parents/guardians.
- Collaborates with parents, administrators, testing specialists, school psychologist, social workers, and professionals to develop individual educational plans designed to promote students' educational, physical, and social development.
- In collaboration with General Education teachers, assess and monitor pupils' progress on a regular basis using informal and formal assessment tools.



- Collaborates with BID to create Behavior Support Plans, which includes teaching acceptable behavior allowing students to progress in the curriculum. Collaborates with general education teachers and all service providers to assure implementation of the behavior support plan.
- Teaches personal development skills such as goal setting, independence, and self-advocacy. Guides and counsels students with adjustment and/or academic problems, or special academic interests. Provides additional instruction in transition areas to support Individual Transition Plans.
- Provides direct support to student success teams (SST) and 504 teams by developing intervention plans for at-risk-students.
- Provides workshops and professional development for staff in special education procedures/guidelines, accommodation/modification techniques and best practices on how to serve students with exceptional needs in the general education setting.
- Special projects and duties outside of primary teaching responsibility as assigned.

### **Coordination of IEPs/Services**

- Maintains accurate and complete student records, and prepares IEPs for students on caseload, as required by laws, district policies, and administrative regulations.
- Participates as a member of the IEP Team in the development of an individualized education program for students with disabilities. Analyzes data when revising IEPs to provide accurate present level of performance
- Coordinates referrals and assessment procedures, individualized education program team meetings, the implementation of special education services provided to students with exceptional needs, collection of relevant information for those students referred to the individualized education program team, organization and distribution of special education media and materials for resources in regular classrooms.

### **In addition, is expected to:**

- Attend professional meetings, educational conferences, and teacher training workshops to maintain and improve professional competence. Attend staff meetings, and serve on committees as required.
- Effectively instruct students in assigned content area(s) as prescribed in VCA's charter with the overall goal of engaging student learning.
- Work as part of the academic success committee to plan and align curricula to ensure that instruction follows curriculum guidelines or requirements of state and school.
- Set clear short-term and long-term goals to drive instruction.
- Develop and submit weekly and long range unit plans containing standards, essential questions, assessments and lesson plans; assign lessons and review homework.
- Consistently administer tests to evaluate pupil progress, record results, and issue meaningful reports to inform parents of progress.



- Create and implement student intervention plans when necessary for student with special education program and general education students.
- Maintain the school's student management policies and procedures (i.e. attendance records, dress code, etc.) and report to the school administrators when necessary.
- Maintain effective supervision and discipline in the classroom.
- Work with other teachers and administrators to address and resolve student issues.
- Provide necessary accommodations and modifications for growth and success of all students.
- Participate in faculty and professional meetings, educational conferences, and teacher training workshops.
- Lead and participate in student activities such as: sponsoring student activities or student organizations, coaching a sports team, working with parents and the community as part of a committee or group, provide morning or after school supervision, and chaperoning student activities.
- Abide by all state and federal mandates in reporting sexual or physical abuse and neglect.
- Special projects and duties outside of primary teaching responsibility as assigned.

#### **Minimum Qualifications**

- Bachelor's degree
- California Education Specialist, Level I or II credential in SPED – Mild/Moderate; **OR** verifiable, relevant subject-matter competency in order to qualify for a Provisional Internship Permit or Short-Term Staff Permit (proof of competency can be met by a degree in SPED OR at least 18 units in appropriate SPED coursework) **and** passage of the CSET.)

#### **Desirable Qualifications**

- At least 5 years of teaching experience is highly desirable
- Strong knowledge of the Individual with Disabilities Education Improvement Act, California Standards Base instruction, Response to Intervention Framework, and Behavior Modification Strategies
- Excellent collaborative and organizational skills is a must
- Excellent verbal and written communication skills a must
- Passionate about improving public education to help all children reach their dreams
- A strong ethical base and self-awareness
- Bi-lingual (English/Spanish) a plus

#### **Evaluation of Job Performance**

- Performance of this position will be evaluated by the Director of Student Services in accordance with VCA's policies and procedures.



### **Instructional Aide**

**Provides instruction, under the supervision of the teacher, to the students in a variety of individual and group activities (e.g. academic subjects, social skills, daily living skills, giving oral tests, etc.) for the purpose of reinforcing instructional objectives; implementing IEP plans, and ensuring students' success in school**

- Adapts classroom activities, assignments and/or materials under the direction of the supervising teacher for the purpose of supporting and reinforcing classroom objectives.
- Assists students by enabling them to access their electronic communicators, switches, pointers, feeders, etc. for the purpose of ensuring equipment is hooked up properly and functioning properly.
- Participates in the implementation of IEP goals for the purpose of meeting IEP goals and/or district benchmarks.
- Participates in the implementation of student behavior plans for the purpose of ensuring effective and safe student learning.
- Performs clerical tasks (e.g. making copies, filing, etc.) for the purpose of helping the teacher get instructional materials ready.
- Maintains instructional materials and/or manual and electronic files/records (e.g. lessons, attendance, pencils, paper, teaching supplies, etc.) for the purpose of ensuring availability of items, providing written reference, and/or meeting mandated requirements.
- Monitors students during assigned periods within a variety of school environments (e.g. lunch, playground, classroom, restroom, field trips, assemblies, etc.) for the purpose of maintaining a safe and positive learning environment.

### **Minimum Qualifications**

- Elementary school experience: Observation, Volunteering, Course work
- Successfully complete qualifying tests of Charter School.

### **Desirable Qualifications**

- Knowledge of Spanish is desirable.
- Good communications skills.
- Demonstrated skills in working with students.
- Knowledge to assist teachers in the areas of language arts and mathematics.
- Ability to work under the direction of the classroom teacher.
- Ability to provide support to teachers, students and parents.
- Ability to work in a collaborative/team environment.
- Demonstrated commitment to VCA's vision, mission, and school programs.

### **Evaluation of Job Performance**

Performance of this position will be evaluated by the Director of Instruction and/or the classroom teacher in accordance with VCA's policies and procedures.



### **School Office/Human Resource Manager**

**Provide complex administrative and secretarial support to Directors; oversee the day to day school office activities and relieving the Directors of administrative details; and providing information, recommendations and/or direction as may be requested by Principal.**

#### **Essential Functions**

- Maintains personnel and student records
- Facilitate student enrollment
- Acts on behalf of the directors in their absence (e.g., questions, concerns, complaints) for the purpose of conveying and/or gathering information required for their functions in a timely manner.
- Administers first aid and prescription medications to students (under the direction of a health care professional) when the Health Technician is not available for the purpose of providing emergency and necessary care in compliance with established guidelines.
- Collects payments for a variety of events (e.g., bus tickets, student council, donations, fines, fees, fund raisers) for the purpose of completing transactions and/or securing funds.
- Works with the Director of Operations to compile data from a variety of sources (e.g., time sheets, budget reports, specialized reports, personnel records) for the purpose of processing data in compliance with financial, legal and/or administrative requirements.
- Composes a variety of documents (e.g., correspondence, agendas, minutes, newsletters, bulletins, reports) for the purpose of communicating information and/or creating documentation in conformance with established guidelines.
- Coordinates daily substitute activities (certificated and non-certificated) for the purpose of ensuring that staff absences are covered in a timely manner and that student safety and educational process needs are met.
- Maintains a wide variety of manual and electronic documents files and records (e.g., student registration data, student health forms, master calendar, budget data, employee records, financial records, reports) for the purpose of providing up-to-date information and/or historical reference in accordance with established administrative guidelines and legal requirements.
- Monitors a variety of activities on behalf of directors (e.g., payroll, benefits, account balances, work order status, Worker's Compensation injuries, special projects, new teacher staffing, room assignments, maintenance work) for the purpose of achieving goals and meeting target dates.
- Monitors students referred for illness when the Health Technician is not available or those referred for disciplinary action for the purpose of ensuring student welfare and maintaining a secure office environment.
- Oversees day-to-day office workload for the purpose of ensuring the completion of activities in an accurate and timely manner.



- Prepares a wide variety of reports, documents and correspondence of a confidential and non-confidential nature (e.g., letters, memorandums, meeting minutes, charts, operational procedures, manuals) for the purpose of documenting activities, providing written reference, and/or conveying information.
- Supports the directors to process documents and materials (e.g., time sheets, work orders, requisitions, travel reimbursements, budget transfers) for the purpose of disseminating information in compliance with program, district, state and/or federal requirements.
- Procures supplies and materials for the purpose of maintaining availability of required items.
- Responds to inquiries from a variety of internal and external parties (e.g., staff, parents, students, public agencies) for the purpose of providing information or direction and/or facilitating communication among parties.
- Supports directors to provide assistance with their functions and responsibilities.
- Serve on Personnel Subcommittee to the Board

**Minimum Qualifications:**

- High school diploma or higher degree
- B.A. or six years experience in a school office
- Spanish language skills desirable.

**Desirable Qualifications:**

- Charter school staff position overseeing/coordinating personnel
- Experience with organizational procedures, budgets, personnel, data collection and record keeping.
- Experience in dealing with the public and employees.
- Demonstrated good communication and problem solving skills.
- Knowledge of personnel, payroll and office operational procedures.
- Ability to work independently to carry out the responsibilities of the position.
- High level of technology skills.
- Ability to coordinate school and personnel record-keeping functions.
- Ability to coordinate data required for the preparation of reports to the charter and as required by the district, state and federal levels in a timely manner.
- Ability to assume the day-to-day management of VCA office in an efficient manner.
- Demonstrated commitment to VCA's vision, mission and school programs and operational procedures.

**Evaluation of Job Performance:**

Performance of this position will be evaluated by the Director of Operations in accordance with VCA's policies and procedures.



## **Clerical**

**Provide clerical support to the office, Directors and RSP Program. Functions may include but are not limited to the following:**

### **Functions**

- Maintains personnel and student records
- Facilitate student enrollment
- Administers first aid and prescription medications to students (under the direction of a health care professional) when the Health Technician is not available for the purpose of providing emergency and necessary care in compliance with established guidelines.
- Collects payments for a variety of events (e.g., bus tickets, student council, donations, fines, fees, fund raisers) for the purpose of completing transactions and/or securing funds.
- Maintains a wide variety of manual and electronic documents files and records (e.g., student registration data, student health forms, master calendar, budget data, employee records, financial records, reports) for the purpose of providing up-to-date information and/or historical reference in accordance with established administrative guidelines and legal requirements.
- Supports the office manager, directors, and RSP to process documents and materials (e.g., time sheets, work orders, requisitions, travel reimbursements, budget transfers) for the purpose of disseminating information in compliance with program, district, state and/or federal requirements.
- Answer phones and facilitate parent communication (both verbal and written)
- Provide translation as needed
- Maintain student confidentiality

### **Minimum Qualifications**

- High school diploma or higher degree
- Spanish language skills desirable.
- Demonstrated good communication and problem solving skills.

### **Knowledge and Abilities:**

- Ability to work independently to carry out the responsibilities of the position.
- Demonstrated commitment to VCA's vision, mission and school programs and operational procedures.

### **Evaluation of Job Performance:**

Performance of this position will be evaluated by the Office Manager and/or Directors in accordance with VCA's policies and procedures.





## **Custodian Job Description**

### **DEFINITION**

**Under general supervision, to keep assigned areas and buildings in a clean, neat and orderly condition; to perform minor building maintenance work; and to perform other job related work as required.**

### **EXAMPLES OF DUTIES**

- Sweeps, mops, scrubs, strips and waxes floors;
- Cleans and vacuums rugs and carpets;
- Cleans, dusts and polishes furniture, woodwork and cabinets;
- Empties and cleans waste receptacles;
- Cleans hallways, restrooms, offices and lobbies;
- Cleans ceilings, walls, window shades, light fixtures and interior glass partitions and venetian blinds;
- Assist in moving and arranging furniture and equipment;
- Polishes metal work;
- Turns out lights and locks doors and windows;
- Refills lavatory supply dispensers;
- Replaces light bulbs and tubes;
- Operates scrubbers, buffers, waxers and other equipment and machinery;
- Cleans a variety of kitchen equipment and appliances;
- Requisitions supplies as needed;
- Regulates building temperatures;
- Observes and reports needed repairs to buildings and equipment;
- Performs some minor building maintenance work in the repair of doors, locks windows and fixtures;
- Maintains equipment used in the course of the work.

### **Minimum Qualifications**

- High school diploma or higher degree

### **Desirable Qualifications**

#### **Knowledge of:**

- Custodial supplies, equipment and methods;
- Proper materials and procedures used for cleaning purposes;
- Basic hand tools used in routine building maintenance;
- Safe work practices.
- Prior experience in janitorial work is desirable.

#### **Ability to:**

- Clean and care for an assigned area and equipment;
- Follow oral and written instructions;
- Perform minor building maintenance work;
- Establish and maintain cooperative working relationships with others;
- Read and write at the level required for successful job performance;



- Work on own initiative without close supervision.

**Evaluation of Job Performance:**

Performance of this position will be evaluated by the Directors of Operations in accordance with VCA's policies and procedures.

**Supervision/After School**

**Provide supervision to the students in a variety of for the purpose of ensuring students' success in school.**

- Monitor and supervise students during assigned periods within a variety of school environments (e.g. lunch, playground, classroom, restroom, field trips, assemblies, etc.) for the purpose of maintaining a safe and positive learning environment.
- Maintains accurate records and notes when applicable
- Engage students in activities that support peer relations and collaboration
- Plan and facilitate activities for after school program
- Keep materials and classrooms organized and clean
- Communicate effectively with parents, teachers, and administration

**Minimum Qualifications**

- High school diploma or higher degree

**Desirable Qualifications**

- Elementary school experience: Observation, Volunteering.
- Successfully complete qualifying tests of VCA.
- Knowledge of Spanish is desirable.
- Good communications skills.
- Demonstrated skills in working with students.
- Knowledge to support students in the areas of language arts and mathematics.
- Ability to work under the direction of Administration.
- Ability to provide support to teachers, students and parents.
- Ability to work in a collaborative/team environment.
- Demonstrated commitment to VCA's vision, mission, and school programs.

**Evaluation of Job Performance**

Performance of this position will be evaluated by the Director of Instruction in accordance with VCA's policies and procedures.



## 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.

### **Custodian of Records**

Village Charter will have two employees serve as the Custodian of Records, the Director of Operations and the Director of Instruction.

### **Health and Wellness**

Village Charter will ensure student health and safety through the implementation of comprehensive plans, policies and procedures.

**VCA's Health and Safety Plan** outlines procedures to ensure the safety of students by addressing Emergency Drill procedures, included but not limited to fire drills, earthquake drills and lockdown drills will be held on a regular basis. Students will be instructed in the school procedures prior to each drill with a follow-up discussion of the success of each drill. Drill procedures will be reviewed and revised as needed on an annual basis by the School Safety Committee.

**VCA's Employee and Parent Handbooks** include procedures and requirements to address the following:

- **TB Testing:** Faculty, staff and school volunteers will be tested for tuberculosis prior to employment and working with students as required by Education Code Section 49406.
- **Medication in School:** VCA will adhere to Education Code Section 49423 regarding administration of medication in school.



- **Vision, Hearing and Scoliosis:** Village Charter Academy will screen students for vision, hearing and scoliosis. VCA will adhere to Education Code Section 49450, et seq., as applicable to the grade levels served by VCA.
- **Blood Borne Pathogens:** VCA will meet state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the workplace.
- **Drug Free/Alcohol Free/Smoke Free Environment:** VCA shall function as a drug, alcohol and tobacco free workplace.
- **Safety of Auxiliary Services:** VCA will ensure the safety of its food services, transportation, custodial services, and management of hazardous materials by monitoring, training and oversight as documented in the Safe School Plan.
- **Sexual Harassment Policies and Procedures:** VCA provides an environment for staff and students that is free from sexual harassment, as well as any harassment based on race, religion, creed, national origin, ancestry, age, medical condition, marital status, sexual orientation, or disability. VCA has a comprehensive policy to prevent and address any concerns to deal with misconduct in this area.

**VCA's Wellness Plan** that includes **Nutrition Education and Promotion.** VCA strives to teach, encourage, and support healthy eating by students. VCA will provide nutrition education and engage in nutrition promotion. VCA will provide a school environment that promotes and protects children's health, well being, and ability to learn by supporting healthy eating and physical activity. VCA participates in the National School Lunch Program, which follows stringent nutrition standards outlined by the Healthy, Hunger-Free Kids Act of 2010.



## Element 7: Means to Achieve Racial and Ethnic Balance

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

### **COURT-ORDERED INTEGRATION**

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

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

The District receives neither average daily attendance allocations nor Court-ordered Integration Program cost reimbursements for charter school students. The District may receive the Targeted Instructional Improvement Block Grant (TIIBG) for its

Court-ordered Integration Program. The District retains sole discretion over the allocation of TIIBG funding, where available, and cannot guarantee the availability of this funding.

VCA is open to all California students. VCA will actively recruit a diverse student population from the surrounding community and the sponsoring District.





### **Plan for Achieving Racial and Ethnic Balance**

Village Charter Academy strives to maintain a racial and ethnic balance of its students that reside within the LAUSD.

### **Annual Outreach and Recruitment Activities:**

VCA will conduct several different activities throughout the year that will serve the purpose of publicizing the school's program to all community members and ensuring specifically that students with a history of **low academic performance, socio-economically disadvantaged students, and students with disabilities** are reached by recruitment efforts. VCA conducts orientation tours prior to the opening of each school year to inform interested parents and students of school offerings. Conducts school wide events and tours on a regular basis during the school year. VCA uses recruitment materials translated into Spanish that advertise the school's full inclusion program. In addition, VCA creates and maintains relationships with outside organizations that service targeted subgroups.

### **Dates and Locations of Key Outreach and Recruitment Activities:**

***September – March:*** School tours for prospective families

***January-May:*** VCA staff will advertise and/or visit preschools and Early Education Centers located in the surrounding area and those attended by VCA families. Examples of locations may include but are not limited to Zine Headstart, Arthur Avila, and CDI Headstart.

***January – March:*** VCA Staff will reach out to community organizations and programs to publicize enrollment opportunities at VCA.

***September – March:*** VCA Staff will distribute information at public locations and events frequented by families with school-age children. Example locations may include but are not limited to the Canoga Park Public Library and the Canoga Park Boys and Girls Club

**Timelines for recruitment and outreach activities may be adjusted as needed.**

### **Materials and Methods used for Outreach and Recruitment:**

Develop and distribute promotional and informational materials such as: **brochures, website, and flyers. All materials are translated in Spanish.** Promotional materials will be distributed to community organizations (e.g., local preschools, local libraries, and local businesses) near VCA. Visit a broad range of community groups, agencies, neighborhood youth organizations, churches, pre-schools, public libraries and other locations that serve various racial and ethnic groups represented in the District.

### **Retention:**

Village Charter Academy will strive to retain its students through a variety of efforts. VCA will eliminate language barriers through translation of materials and the identification of translators within the school community. VCA will encourage parents from all racial/ethnic groups to become involved on campus and as parent volunteers and through the participation in our governance councils. VCA provides monthly events that bring parents on campus, involving them in their child's education through presentations,



performances, events and meetings.

**How Plan Achieves Balance that is Aligned to Community Demographics**

Village Charter Academy will evaluate the efficacy of its plan to achieve racial and ethnic balance. VCA will maintain an accurate accounting of the ethnic and racial balance of students enrolled, along with documentation of efforts made to achieve this balance. VCA will ask parents where they learned about our school as part of parent surveys, through parent focus groups, and by tracking the actual racial/ethnic make-up of enrolled students, both upon entry to VCA and over time. By tracking changes in racial/ethnic make-up over time (e.g. as cohorts of students advance in age), VCA can identify if retention is an issue for certain racial or ethnic groups. If trends such as disproportionately low retention rates for certain racial or ethnic groups are discovered, VCA will seek to identify causes for lower retention rates and to address them.



## **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.

**In accordance with AB 699 enacted on October 4, 2017, the school's non-discrimination provision shall include immigration status.**

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, immigration status, 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.

### **Admission Requirements**

Admission policy shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment. VCA will adhere to all laws establishing minimum age requirements for public school attendance.

### **Student Recruitment**

Recruitment efforts of students who are academically low achieving, students with disabilities, and economically disadvantaged students will be conducted by VCA each spring through community meetings, flyers and other school events to ensure that VCA's student body reflects the District population. VCA's website will contain information regarding school tours along with enrollment policies and procedures.

Prospective students and their parents will be informed through school publications of Village Charter Academy's instruction and operational philosophy, student-related policies and parent participation opportunities. Village Charter Academy will establish an annual recruiting and admission cycle, which shall include:

- Outreach and marketing;
- Orientation sessions for parents and students;
- An admission application period;
- an admission lottery, if necessary;
- Annual data collection and verifications; and
- Student enrollment



### **Lottery Preferences and Procedures**

California state residency is the only requirement for enrollment and VCA will admit all pupils who wish to attend VCA, subject only to capacity. If the number of pupils who wish to attend VCA exceeds capacity, attendance, except for existing pupils of VCA, shall be determined by a public random drawing. In the event of such a drawing, preference will be granted as follows:

1. Siblings of existing students of VCA
2. Children of employees of VCA
3. Residents of the District

Preference for siblings is given to support families in engaging with the school community, so that parents and guardians are able to build cohesive school community and are not splitting time unnecessarily between schools. Preference for children of Village Charter Academy employees is given to support our staff who are parents in engaging with their own children's education while also maintaining a sustainable work life balance. This has benefits for staff retention and staff culture and ultimately benefits students. The presence of the children of staff members on campus also sends a strong message regarding the confidence staff have in our educational program, and promotes a strong overall school culture. Preference to students residing within the boundaries of the Los Angeles Unified School District is given in line in with EC 47605(d)(B).

If the number of applications does not exceed the capacity of VCA there will be no lottery, and all students who submitted qualified applications will be enrolled. In the event that the number of students seeking admission to any grade level exceeds capacity, a lottery will be held. Village Charter Academy will accept admission applications on a continuous basis, throughout the school year, if VCA has not reached capacity.

### **Communication of Lottery Procedures**

The Director of Operations will insure that communication of VCA's lottery procedures follow all guidelines set forth in the charter. Parents and students will be informed by

VCA's Website, individual telephone calls and flyers indicating the dates and rules of the public random drawing. The flyer will also be distributed to parents who fill out a "Lottery Forms" for admission to VCA. Rules of the public random drawing will be printed and available for all staff and other interested parties at the VCA website. Open enrollment is between January and March to align with the lottery timeline.



### **Oversight of the Lottery Process**

One administrator, a certificated staff member, a classified staff member and two parents will monitor the process in order to insure fair execution of the lottery process and procedures with documentation of oversight recorded and kept in the school files.

**Lottery Process:** The following timeline will be implemented for the lottery process:

1. A lottery form will be available to all interested parents/guardians in the school office by January 15th each year. A submitted form contains the name of the student, birth date, grade, address, phone number, and parents'/guardians' name.
2. All lottery forms must be received by 2:30 PM on the day prior to the lottery. One form must be submitted per student. School office personnel will confirm that the forms have been received and give each parent a confirmation notice. If more than one form per student has been submitted, that student will be disqualified.
3. A drawing will be held at VCA site between January 22 and March 6. In the event that the beginning or ending dates of this window falls on a weekend or holiday, they will be adjusted. Parents will be notified by telephone with time, specific location, and their child's number for the drawing.
4. Numbers will be drawn until all numbers have been called.
5. Numbers will be recorded on a chart in order drawn for all participants to view and those students who will be enrolled will clearly identified on the chart.
6. When all spaces have been filled, numbers from that point on will be placed on a waiting list with the first number drawn, the first on the waiting list.
7. This process will continue until all numbers have been drawn and all numbers listed on the chart.
8. School staff will be available to help parents who have any questions regarding the drawing and their child's placement on the lists.
9. The Monday following the drawing, the parents of all students to be enrolled and those on the waiting list will be called by VCA staff.
10. Parents of students on the waiting list will be informed by telephone as to the student's place on this list.
11. Parents of students selected for enrollment will be informed by telephone when the enrollment process must be completed, typically 30 days after the Lottery. If the forms are not completed within the identified time frame and required registration documents not submitted, their child will lose their spot and the next name will be taken from the waiting list.
12. When a student from the waiting list is offered enrollment, the parent/guardian will have three (3) days to determine whether to accept or reject the offer of enrollment by completing the required enrollment paperwork.
13. Lottery procedures and timelines will be posted yearly in the main office beginning on January 15th. .



The Office Manager of VCA will maintain all forms for all students who participated in the lottery for at least one year as well as the chart documenting the order of the name selected. Those who apply after the lottery has taken place will be added to the end of the waitlist for that grade level in the order they are received. The waitlist for the current school year will remain active until the end of the school year and does not “roll over.” New applications will be required each year for students who are not enrolled in the school, regardless of a student’s status on the waitlist for the previous year.





## 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

### **Financial Audits**

An annual independent financial audit of the books and records of VCA will be conducted as required by Education Code Sections 47605(b)(5)(1) and 4760(m). The books and records of VCA will be kept in accordance with generally accepted accounting principles, and as required by applicable law and the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with



applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide. The Executive Director/Director of Operations, working with the Fiscal Advisory Committee and the Governing Board will be responsible for contracting with an accountant to conduct required annual financial audit.

VCA will select an independent auditor through a request for proposal process. The auditor will have, at a minimum, a CPA and educational institution audit experience and approved by the State Controller on its published list as an educational audit provider. To the extent required, under applicable law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars. The Executive Director with the support of the Office Manager and Back-Office Provider, will set up a file to collect audit information at the beginning of each school year aligned to a checklist provided by the auditors to facilitate the collection of financial records throughout the school year. The file will be monitored for accuracy and completeness and readiness for yearly audits.

The annual audit will be completed and the Executive Director/Director of Operation will ensure the audit is forwarded to the District, the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December each year. The VCA Director of Operations/Executive Director, with the Board Budget Sub-Committee, will review any audit exceptions or deficiencies and report to the VCA Board of Directors with recommendations on how to resolve them. The Board will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of District with an anticipated timeline for the same. The audit will be submitted to the District, the County and the State by December 15th of each year. Audit appeals or requests for summary review school be submitted to the Education Audit Appeals Panel (—EAAP) in accordance with applicable law.

**The independent financial audit of VCA is a public record to be provided to the public upon request.**



## Element 10: Suspensions 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 VCA's failure to implement Section 504?

### **NOTIFICATION OF THE DISTRICT**

Upon expelling any student, Charter School shall notify VCAs 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 VCAs 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**

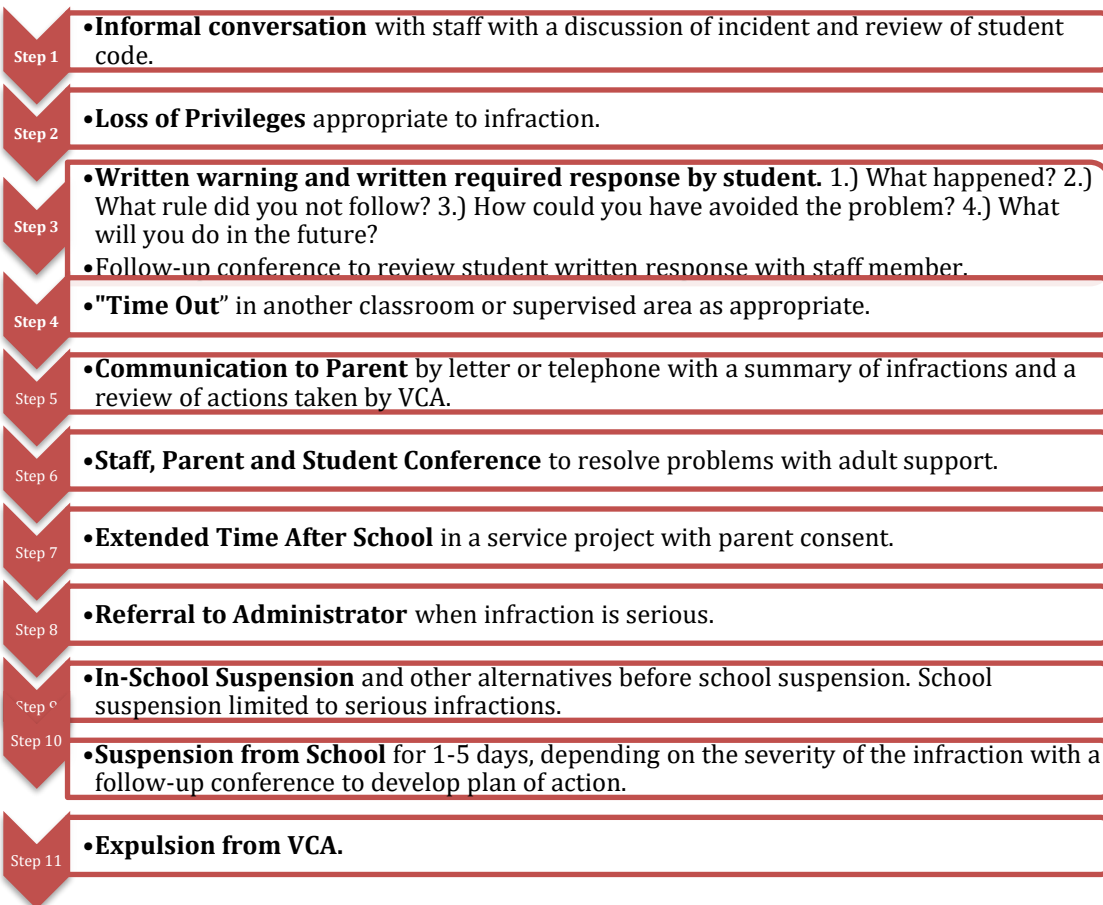
Charter School shall comply with the federal Gun-Free Schools Act.

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

VCA will review and revise as needed VCA's Student Behavior Code and VCA's Discipline Policies, described below, that are included in the Parent/Student Handbook. The goal of the review process is to ensure a safe and supportive school climate with clearly understood expectations of student behavior on the part of all stakeholders. These documents identify the working relationship and responsibilities of staff, parents, and students and are consistent with the principles of the District's Discipline Foundation Policy and School Discipline Policy and School Climate Bill of Rights resolution. In addition, the Parent/Student Handbook clearly outlines the expectation of VCA for student behavior.

The goals of VCA's Behavior Code and established discipline policies are to implement positive approaches to support students and their parents and to modify behavior to create a positive educational experience for each student in a safe school environment. VCA's school-wide Core Virtues instructional programs give students the basis for positive interaction with peers and with the development of critical problem-solving skills.

For students who have difficulty in following VCA's Positive Behavior Management Plan, VCA has developed a tiered behavior intervention, which may be modified, as needed depending on what the situation requires and the needs of the student:



School staff has received professional development on the use of Restorative Justice practices. Restorative Justice practices begin with the implementation of Community Circles, which are built into the daily schedules and used to build classroom communities and teach students how to use the problem solving process to resolve conflict and repair relationships. The Community Circle offers participants an opportunity to get to know one another and to build positive relationships within their social group. The daily practice of the process establishes trust and respect for differing points of view that elevates both speaking and listening skills among peers. The use of problem-solving questions teach students to apply conflict resolution skills outside of the Community Circle.

When a student's behavior is ongoing without response to applied strategies, or escalated, a meeting of VCA's Student Study Team, made up of teachers, administration, parents and other specialists as needed can be convened as needed at any step of the above process to provide tiered support. The goals of the Student Study Team process are to provide early identification, a review of all available information and the implementation

of an early intervention plan to ensure student success. Included in the review is a discussion of student's strengths, background and health information, academic profile





and classroom information, school support services, test results, and social and emotional concerns. The goal of the Student Study Team meetings are to provide assistance and support with the implementation of a positive problem approach to develop strategies, coordinate appropriate resources, and to implement a student plan with measurable objectives and follow-up reviews of the plan's successful intervention. The plan and strategies employed serve as an alternative to suspension. The Director of Student Services plans professional development to teachers, instructional assistants, Behavior Intervention Implementation aides, and other staff on the use of Positive Behavior Intervention Strategies (PBIS), classroom management strategies, and de-escalation techniques.

**In accordance with E.C. 47605(J)**

J) The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:

(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present his or her side of the story.

(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:

(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.

(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform him or her of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).



### **Student Suspension and Expulsion Policy**

VCA's Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well-being of all students at VCA. In developing this policy, VCA has reviewed Education Code Section 48900 et seq., which describes the non-charter schools' lists of offenses and procedures for suspensions and expulsion. The language that follows closely mirrors the language of Education Code 48900 et seq. VCA is committed to reviewing policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

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

VCA Directors shall ensure that students and their parents/guardians are notified in writing of all discipline policies and procedures through the Parent Compact and Parent/Student Handbook which is distributed to all families upon enrollment and then yearly, at the beginning of each school year. Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

### **In-School Suspension**

In-school suspensions are assigned as an alternative to out of school suspensions. The student will be assigned to a classroom other than their own for the period of the suspension, unless it is determined by one of the Directors that different placement is necessary. Teachers provide the student with assignments and/or instruction to complete by the end of the school day. Support for the completion of assignments is provided by one of the Directors. The student must conference with one of the Directors and write a reflection that addresses the reasons for the behavior and the steps that can be taken in the future to correct such behavior.



## **Grounds for Suspension and Expulsion**

### **Enumerated Offenses**

A student may be suspended from class, school or recommended for expulsion from VCA by the Director of Operations or Director of Instruction. The Length of suspension or expulsion will be determined by the severity and recurring nature of the violation. Suspensions may be one (1) to five (5) days in length and will be at the discretion of the Directors. The length of the expulsion will be at the discretion of the VCA Board of Directors. Suspension from school may not be more than twenty (20) school days per school year. Expulsions may be from one semester to a full school year.

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

**Students may be suspended or recommended for expulsion for any of the following acts (whether completed, attempted or threatened) when it is determined that pupil (see mandatory expulsions listed below):**

- a. Caused, attempted to cause, or threatened to cause physical injury to another person.
- b. Willfully used force of violence upon the person of another, except self-defense.
- c. Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 1053-11058, alcoholic beverage or intoxicant of any kind.
- d. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e. Committed or attempted to commit robbery or extortion.
- f. Caused or attempted to cause damage to school property or private property.
- g. Stole or attempted to steal school property or private property.
- h. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- i. Committed an obscene act or engaged in habitual profanity or vulgarity.
- j. Unlawfully, possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k. Knowingly received stolen school property or private property.
- l. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m. Committed or attempted to commit a sexual assault as defined in Penal Code



Sections 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code Section 243.4.

n. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that students for being a witness.

o. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

p. Engaged in, or attempted to engage in hazing. For the purposes of this subdivision hazing means a method of initiation or pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, —”hazing” does not include athletic events or school-sanctioned events.

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

r. Committed sexual harassment, as defined in Education Code Section 212.5. For the purpose of this section, the conduct described in Section 212.5 must be considered by a reasonable persons of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any grades of 4 to 12, inclusive.

s. Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.

t. Intentionally, harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating a substantial disorder and invading other student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any grades of 4 to 12, inclusive.

u. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act, as defined in subdivisions (f) and (g) of Section 32261 of Education Code, directed specifically toward a pupil or school personnel.



1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

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

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

- i. A message, text, sound, video, or image.
- ii. A post on a social network Internet Web site including, but not limited to:

- (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.

- (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

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

- iii. An act of cyber sexual bullying.

- (a) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or



to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

(b) For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

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

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

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

- a. Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student obtained written permission to possess the item from a certificated school employee, with one of the Director’s concurrence.
- b. Brandishing a knife at another person.
- c. Unlawfully selling a controlled substance.
- d. Committing or attempting to commit asexual assault or committing a sexual battery

**3. Discretionary Expellable Offenses-Recommendation for Expulsion Required Unless Inappropriate Under the Circumstances.**

Students must be recommended for expulsion unless it is determined that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct:

- a. Causing physical injury to another person, except in self defense
- b. Possession of any knife, explosive or other dangerous object
- c. Unlawful possession of any controlled substance, except for first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis or for possession of over the counter medication for use by the pupil for medical purposes or medication prescribed for the pupil for by a physician.
- d. Robbery or extortion





e. Assault or battery on a school employee.

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

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

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

### **Out-of-School Suspension Procedures**

#### **Process for Suspension and/or Expulsion**

One of the Directors will suspend a student whenever a student has violated any of the above enumerated offenses or has committed a serious act outlined above.

#### **Suspension Procedures**

**A. Conference:** Suspension shall be preceded, if possible, by a conference with a parent or guardian conducted by one of the Directors, and the teacher supervisor or school employee who referred the student. The conference may be omitted if the Director or his/her designee determines that an emergency situation exists. If the student is suspended without this conference, both the parent/guardian and student shall be notified of the student's rights to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and is able to provide his/her version and evidence in his/her defense.

This conference shall be held within two school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization.

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





**B. Notice to Parents:** At the time of the suspension, one of the Directors shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice will also state the date and time when the student may return to school. School officials will require the parent/guardian to confer regarding matters pertinent to the suspension with a notice requesting that the parent/guardian respond (as directed within the notice) to such requests without delay to the Director or designee as identified in the notice.

**Suspension Time Limits/Recommendations for Placement/Expulsion:**

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of Placement/Expulsion by one of the Directors, the pupil and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. This determination will be made the Director or his/her designees upon either of the following determinations: 1.) the pupil's presence will be disruptive to the education process; or 2.) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the result of an expulsion hearing. The extension of suspension is not to exceed the maximum number of school days a student may be suspended in one school year. Suspended students will receive instructional materials from their classroom teacher to minimize the loss of instruction. Students shall not be suspended more than a total of 20 school days in one school year for students in general education, 10 school days for special education students.

**Expulsion Procedures**

A student may be expelled following a hearing by an Administrative Panel assigned by the Board as needed. The Administrative Panel will not include any of the administrators involved in the initial student discipline. The Administrative Panel should consist of at least three VCA employees who are certificated and neither a teacher of the pupil or a Board Member of VCA 's Governing Board. The Administrative Panel will select a member of the panel to act as the presiding officer. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense.

**Students recommended for expulsion will be notified at the time of recommendation that they are entitled to a hearing to determine whether they should be expelled. Unless postponed for good cause the hearing shall be held within thirty (30) school days after the Director or his/her designee determines that the pupil has committed an expellable offense. The 30-day period begins when the recommendation for expulsion is made. A hearing takes place only upon request.**

After the Administrative Panel hears the case, it will notify the Board of Directors of its final decision whether to expel. The hearing shall be held in closed session unless the pupil makes a written request for a public hearing three (3) days prior to the hearing.



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

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of Village Charter Academy's disciplinary rules, which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at VCA or any other school district or school to which the student seeks enrollment;
5. The opportunity for the student or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.
9. In the event that parents need reasonable accommodation or translation for the hearing, they should notify the school 24 hours in advance.

**C. Special Procedures For Expulsion Hearing Involving Sexual Assault or Battery Offenses.** Village Charter Academy may, upon finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations, which shall be examined only by the Administrative Panel. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five (5) days notices of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed when testifying.
2. VCA must also provide the victims a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the presiding officer of Administrative Panel, the complaining witness shall be allowed periods of relief from examination and cross examination during which he/she may leave the hearing room.
4. The Administrative Panel may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.



5. The Administrative Panel may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished by the presiding officer of the Administrative Panel that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The person conducting the hearing may permit any one of the support persons for the complaining witness to accompany him/her to the witness stand.
7. If one or both of the support persons is also a witness, VCA must present evidence that the witness' presence is both desired by the witness and will be helpful to VCA. The Administrative Panel shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer of the Administrative Panel, from exercising his/her discretion to remove a person from the hearing whom he/she believes is prompting, swaying, or influencing the witness.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom (location of the hearing) during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in the public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television and conducted by an impartial and uninterested party to the proceedings and as designated by the Board of Directors.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible or any purpose.

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



### **Presentation of Evidence:**

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the administrative panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence presented at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay and sworn declarations may be admitted as testimony from witnesses of whom the Administrative Panel determines that disclosure of the identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

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

The decision of the Administrative Panel shall be in the form of written findings of fact and written notification of the decision of the Administrative Panel will be given to the Board of Directors. The decision to expel a pupil shall be based the finding of one or both of the following:

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

If the Administrative Panel decides not to expel, the pupil shall immediately be returned to his/her classroom.

The final decision by the Administrative Panel shall be made within then (10) school days following the conclusion of the hearing or within 20 days after the date of the pupil's removal from VCA for the incident for which the recommendation for expulsion is made.

**D. Written Notice to Expel:** The Executive Director, following a decision of the Administrative Panel to expel, shall send written notice of the decision to expel, including the Administrative Panel's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following:

1. Notice of the specific offense committed by the student
2. Notice of the student or parent/guardian's obligation to inform any new district in which the students seeks to enroll of the student's status with Village Charter Academy.
3. Notice of the reinstatement eligibility review date
4. Notice of type of educational placement
5. Right to Appeal- Parents/Guardians may appeal the expulsion decision of the Administrative Panel by making a written request and submitting it to the Board within 15 school days of the expulsion decision. The student will be considered suspended until a Board meeting is convened (within 20 days) at which time the parent(s)/guardian(s) must attend to present their appeal. Reasonable



accommodations will be made, and language support offered for parents /guardians who wish to appeal. Following the appeal hearing, the Board will make a final decision based on the information presented at the appeal hearing by the parent(s)/guardian(s) and information from the original expulsion hearing. The Board President will send written notice to the parent/guardian of the Board's decision within 7 calendar days of the hearing. The Board's decision to uphold the Administrative Panel's decision to expel shall be final.

**The Executive Director or designee shall send a copy of the written notice of the decision to expel to the District. This notice shall include:**

1. Completed —Notification of Expulsion including required attachments
2. Documentation of expulsion proceeding, including specific facts supporting the expulsion and documentation that VCA's policies and procedures were followed
3. Copy of parental notice of expulsion hearing
4. Copy of expulsion notice provided to parent stating reason for expulsion, term of expulsion, rehabilitation plan, reinstatement notice with eligibility date and instruction for providing proof of student's compliance for reinstatement, appeal process, and options for enrollment
5. If the student is eligible for Special Education, documentation related to expulsion in compliance with IDEA and MCD, including the Expulsion Analysis page of the pre-expulsion IEP
6. If the student is eligible for Section 504 Accommodations, documentation that VCA conducted a Link Determination meeting to address two questions:
  - Was the misconduct caused by, or directly and substantially related to the student's disability?
  - Was the misconduct a direct result of VCA's failure to implement 504 Plan?

Additionally, in accordance with Education Code Section 47605(d)(3), upon expulsion of any student, Village Charter Academy shall notify the superintendent of the school district of the pupil's last known address within thirty (30) days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including as transcript or report card and health information.

### **Disciplinary Records**

VCA shall maintain records of all student suspensions and expulsions at VCA. Such records shall be made available to the authorizer upon request.

### **Expelled Pupils/Alternative Education**

VCA shall work cooperatively with parents/guardians to assist with locating alternative placements during expulsion, including, but not limited to assisting parents/guardians with referrals to the school district of residence or County Office of Education.



### **Rehabilitation Plans, Readmission, Reinstatement**

If a pupil is expelled or if expulsion is upheld on appeal, VCA will notify LAUSD's Student Discipline and Support Unit (SDES) and will submit an expulsion packet that will include the expulsion order, a rehabilitation plan, and reinstatement eligibility. The conditions for reinstatement will be outlined in the rehabilitation plan and may vary depending on the circumstances surrounding the expulsion. VCA will refer student to SDES for interim placement at a CDS or other alternative programs. Terms of expulsion will be reasonable and fair with the weight of the expelling offense taken into consideration when determining the length of expulsion. Therefore, the rehabilitation plan will include a date not later than one (1) year from the date of expulsion when the pupil may apply to VCA for readmission. VCA shall inform parents in writing of its processes for reinstatement and applying for expungement of the expulsion record.

VCA shall mail written notification to parent within 30 days prior to the end of the expulsion term. This notification will request parent to submit written documentation to VCA showing that the student has met the conditions of the rehabilitation plan and is eligible for reinstatement. Required documentation must be provided no later than the final date of the expulsion term.



## 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.

VCA's Executive Director/Director of Operations will be responsible for working with any applicable vendors (e.g., payroll companies, etc.), to ensure that the following retirement program data, paperwork, and payments are completed and submitted accordingly and that contributions are made on behalf of all eligible staff members. VCA Executive Director/Director of Operations will oversee that retirement data will be reported and payments will be made via the Los Angeles County Office of Education (LACOE) in accordance with procedures established by STRS/PERS. VCA maintains the same employee retirement systems from initial approval.

### **State Teachers’ Retirement System**

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





### **Public Employees' Retirement System**

Non-certificated employees will be members of the PERS (Public Employees' Retirement System). Employees and VCA will contribute the required rate as designated by PERS. Employees will accumulate service credit years in the same manner as all other members of PERS. Social Security payments will be contributed for all qualifying PERS members. The school will continue participating in PERS for the duration of VCA's existence under the same CDS code.

**All employees of VCA are either certificated or classified. VCA does not employ "other staff members."**



## 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.

Village Charter Academy is a school of choice. No student is required to attend VCA. A pupil who chooses not to attend VCA 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. In addition, meetings on enrollment options for students will be held annually and will include information on middle-school matriculation, magnet schools, and other District options available to parents.



### **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:

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



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

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

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

Director/Principal  
Village Charter Academy  
7357 Jordan Ave  
Canoga Park, CA, 91303

- 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  
Village Charter Academy  
7357 Jordan Ave  
Canoga Park, CA, 91303



- 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
3. Second interim financial reports
4. Final unaudited reports



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

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

### **Disposition of Liabilities and Assets**

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

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

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

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





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

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

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

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

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

The positions that will serve as the school's closure agent in the event that the school closes are the Executive Director/Director of Operations and the Principal/Director of Instruction.



## 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 1<sup>st</sup> or within nine (9) months of the date of the Board of Education's approval of the renewal of the charter petition. During such time period Charter School shall be permitted to remain in occupancy of the District facilities under the terms and conditions of the immediately preceding, executed use agreement; provided, that if Charter School and the District cannot agree upon and execute an amendment or new use agreement by said deadline, Charter School shall vacate the District facilities on or before June 30<sup>th</sup> of said school year.

Charter School acknowledges and agrees that occupancy and use of District facilities shall be in compliance with applicable laws and District policies for the operation and maintenance of District facilities and furnishings and equipment. Charter School shall



comply with all District health, safety, and emergency procedures and requirements and shall be subject to inspection by the District's Facilities Services Division, OEHS, and other District offices in the same manner as other LAUSD campuses. All District facilities (i.e., schools) will remain subject to those laws applicable to public schools. In the event of an emergency, all District facilities (i.e., schools) are available for use by the American Red Cross and public agencies as emergency locations, which may disrupt or prevent Charter School from conducting its educational programs. If Charter School will share the use of District facilities with other District user groups, Charter School agrees that it will participate in and observe all District safety policies (e.g., emergency chain of information and participation in safety drills).

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

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



regardless of whether such may be within the instructional program, shall be subject to the terms and provisions of the use agreement and such third party vendor shall be required to obtain a license, permit, or additional agreement from the District.

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

- (i) **Pro Rata Share:** The District shall collect and Charter School shall pay a Pro Rata Share for facilities costs as provided in the Charter Schools Act of 1992 and its regulations. The parties may agree to an alternative arrangement regarding facilities costs in the use agreement; and
- (ii) **Taxes; Assessments:** Generally, Charter School shall pay any assessment or fee imposed upon or levied on the LAUSD facilities that it is occupying, or Charter School's legal or equitable interest created by the use agreement.

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

- (i) **Co-Location:** If Charter School is co-locating or sharing the District facilities with another user, the District shall provide the operations and maintenance services for the District facilities and Charter School shall pay the Pro Rata Share. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such in the use agreement.
- (ii) **Sole Occupant:** If Charter School is a sole occupant of District facilities, the District shall allow Charter School, at its sole cost and expense, to provide some operations and maintenance services for the District facilities in accordance with applicable laws and LAUSD's policies on operations and maintenance services for facilities and F&E. NOTWITHSTANDING THE FOREGOING, the District shall provide all services for regulatory inspections which as the owner of the real property it is required to submit, and deferred maintenance, and Charter School shall pay LAUSD for the cost and expense of providing those services. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such services in the use agreement.



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

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

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

**Facility Compliance:** Prior to occupancy or use of any 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).)



## ADDENDUM

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

Village Charter Academy (also referred to herein as “Village” 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 state-mandated tests to the District.

## **Element 4 – Governance**

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

## **GENERAL PROVISIONS**

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

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

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

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



## **LEGAL AND POLICY COMPLIANCE**

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

## **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.

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<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.



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 bloodborne pathogens, and shall maintain a calendar for, and conduct, emergency response drills for students and staff.

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

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

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

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

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

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

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

## **Element 8 – Admission Requirements**

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

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

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



## **HOMELESS AND FOSTER YOUTH**

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

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

## **NON-DISCRIMINATION**

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

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

## **Element 9 – Annual Financial Audits**

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

Charter School shall provide for an annual audit that shall be conducted in compliance with applicable state and federal laws, including but not limited to the requirements of Education Code sections 47605(b)(5)(I) and 41020 as they may be amended from time to time. Charter School shall ensure compliance with the requirements of section 41020(f)(2),



which makes it unlawful, absent an Education Audits Appeal Panel waiver, for a public accounting firm to provide audit services to a local educational agency if the lead audit partner, or coordinating audit partner, having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, has performed audit services for that local educational agency in each of the six previous years.

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

- a. 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 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.

## **Element 11 – Employee Retirement Systems**

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

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

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



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

## **Element 12 – Public School Attendance Alternatives**

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

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

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

## **Element 13 – Rights of District Employees**

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

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



## **Element 14 – Mandatory Dispute Resolution**

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

### **GENERAL PROVISIONS**

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

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

### **PROPOSITION 39 DISPUTES**

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

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

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

Director



Charter Schools Division  
Los Angeles Unified School District  
333 South Beaudry Avenue, 20<sup>th</sup> Floor  
Los Angeles, California 90017

Director/Principal  
Village Charter Academy  
7357 Jordan Ave  
Canoga Park, CA, 91303

- 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  
Village Charter Academy  
7357 Jordan Ave  
Canoga Park, CA, 91303

- 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
3. Second interim financial reports
4. Final unaudited reports

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

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

#### **Disposition of Liabilities and Assets**

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

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



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

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

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

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

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

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

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

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





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

## **Additional Provisions**

### **FACILITIES**

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

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

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

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



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

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

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

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



person or entity other than Charter School), whether paid or volunteer and regardless of whether such may be within the instructional program, shall be subject to the terms and provisions of the use agreement and such third party vendor shall be required to obtain a license, permit, or additional agreement from the District.

- Minimum Payments or Charges to be Paid to District Arising From the Facilities:
  - (i) Pro Rata Share: The District shall collect and Charter School shall pay a Pro Rata Share for facilities costs as provided in the Charter Schools Act of 1992 and its regulations. The parties may agree to an alternative arrangement regarding facilities costs in the use agreement; and
  - (ii) Taxes; Assessments: Generally, Charter School shall pay any assessment or fee imposed upon or levied on the LAUSD facilities that it is occupying or Charter School's legal or equitable interest created by the use agreement.
- Maintenance & Operations Services: In the event the District agrees to allow Charter School to perform any of the operation and maintenance services, the District shall have the right to inspect the District facilities, and the costs incurred in such inspection shall be paid by Charter School.
  - (i) Co-Location: If Charter School is co-locating or sharing the District facilities with another user, the District shall provide the operations and maintenance services for the District facilities and Charter School shall pay the Pro Rata Share. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such in the use agreement.
  - (ii) Sole Occupant: If Charter School is a sole occupant of District facilities, the District shall allow Charter School, at its sole cost and expense, to provide some operations and maintenance services for the District facilities in accordance with applicable laws and LAUSD's policies on operations and maintenance services for facilities and F&E. NOTWITHSTANDING THE FOREGOING, the District shall provide all services for regulatory inspections which as the owner of the real property it is required to submit, and deferred maintenance, and Charter School shall pay LAUSD for the cost and expense of providing those services. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such services in the use agreement.
- Real Property Insurance: Prior to occupancy, Charter School shall satisfy requirements to participate in LAUSD's property insurance or, if Charter School is the sole occupant of LAUSD facilities, obtain and maintain separate property insurance for the LAUSD facilities. Charter School shall **not** have the option of obtaining and maintaining



separate property insurance for the LAUSD facility IF Charter School is co-locating or sharing the LAUSD facility with another user.

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

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

**Facility Compliance:** Prior to occupancy or use of any 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).)