ASPIRE JUANITA TATE ACADEMY

RENEWAL CHARTER for the term July 1, 2016 through June 30, 2021
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Aspire Juanita Tate Academy Charter: Assurances

Aspire Juanita Tate Academy (also referred to herein as “Tate” and “Charter School”) shall:

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

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

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

- Except as provided in Ed. 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 the Charter School. (Ed. Code § 47605(d)(2)(A).)

- Except for existing students of Charter School, determine attendance by a public random drawing if the number of pupils who wish to attend the Charter School exceeds the 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).)

---

1 This assurance is subject to the terms of the District’s Attendance Boundary State Waiver for Public School Choice for the duration of Charter School’s participation in the District’s Public School Choice program.

2 This assurance is subject to the terms of the District’s Attendance Boundary State Waiver for Public School Choice for the duration of Charter School’s participation in the District’s Public School Choice program.
- 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).)

- Pursuant to the Public School Choice (PSC) Resolution, Charter School makes the following assurances:
  - Charter School is a not for profit entity.
  - Charter School shall maintain a record of financial solvency and sustainability.
  - Charter School agrees that the student composition at Charter School will be reflective of the student composition at the schools it is intended to relieve (in terms of demographics, including but not limited to race/ethnicity, gender, socio-economic status, English Learners, Standard English Learners, students with disabilities, and foster youth). Charter School shall ensure that ongoing review mechanisms are and remain in place to make sure that retention and student composition at Charter School continues to reflect that of the surrounding community.
  - In accordance with the Attendance Boundary State Waiver for Public School Choice, Charter School agrees to provide first choice attendance to students, including students with disabilities, who reside within the attendance boundary established by the District for the Public School Choice campus. Thereafter, any remaining available seats will be filled with any student who wishes to attend Charter School on the PSC campus pursuant to the requirements of Education Code sections 47605(d)(1) and 47605(d)(2)(B). The District’s waiver of sections 47605(d)(1) and 47605(d)(2)(A) from the State Board of Education codifies these requirements.
  - As a PSC charter school, Charter School further agrees that it shall not refuse enrollment to any resident student who wishes to attend the school unless and until the Los Angeles Unified School District, in its sole discretion, has determined that the resident student enrollment exceeds the District’s established maximum operational enrollment capacity for the school. Charter School understands and agrees that the attendance boundary configuration as well as the maximum operational enrollment capacity of the school is determined by and subject to change at the sole discretion of the District.
  - Charter School agrees to adhere to the District’s “Enrollment Process for Charter Schools Selected to Operate a Public School Choice School.” If a parent or guardian no longer wants his/her child to attend Charter School, an independent PSC charter school, Charter School shall implement the “opt out” procedures set forth in “Enrollment Process for Charter Schools Selected to Operate a Public School Choice School.” A parent’s “opt-out” decision is only
valid and applicable for one academic school year. Once a parent has exercised his/her right to opt out, he/she is unable to re-enroll the child in Charter School for the remainder of the school year, unless Charter School has a seat available in accordance with the capacity set forth in the Charter. At the completion of each academic school year, parents of resident students, regardless of whether they may have opted out previously, shall have the opportunity to enroll their student(s) at Charter School again.

NOTE: This Charter contains specific “District Required Language” (DRL), including the Assurances and Affirmations above. The DRL is 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.

NOTE: Charter School currently participates in, and operates on a District campus under the auspices of, the District’s Public School Choice program. In the event that Charter School no longer participates in the PSC program, the PSC provisions in this Charter shall no longer apply with the exception of the following:

- If the PSC program or the designation of Charter School as a PSC school is terminated, Charter School may apply for District facilities under Proposition 39 in accordance with the terms of the PSC facilities agreement, as it may be amended from time to time. Charter School agrees that PSC is a voluntary program by LAUSD to provide educational options to students as it deems appropriate. As a participant in this voluntary program, Charter School agrees that any laws or regulations restricting LAUSD’s ability to move Charter School’s location shall not apply in order to provide LAUSD the flexibility of offering a program it deems appropriate for the area.

In the event that Charter School no longer participates in the PSC program, and as long as Charter School remains on the same campus, Charter School agrees to continue to provide first choice attendance to students, including students with disabilities, who reside within the attendance boundary established by the District for the campus. Thereafter, any remaining available seats will be filled with any student who wishes to attend Charter School pursuant to the requirements of Education Code sections 47605(d)(1) and 47605(d)(2)(B). As a former PSC charter school continuing to operate on the same campus, Charter School further agrees that it shall not refuse enrollment to any resident student who wishes to attend the school unless and until LAUSD, in its sole discretion, has determined that the resident student enrollment exceeds the District’s established maximum operational enrollment capacity for the school. Charter School understands and agrees that the attendance boundary configuration as well as the maximum operational enrollment capacity of the school is determined by and subject to
change at the sole discretion of the District. The term “resident student” shall mean any student residing within the attendance boundary established by the District for the campus.

August 24, 2015

________________________________________________
Kate Ford       DATE
Los Angeles Area Superintendent
Aspire Public Schools
INTRODUCTION

Aspire Public Schools ("Aspire") hereby respectfully submits this charter renewal on behalf of Aspire Juanita Tate Academy ("the Charter School").

Aspire was founded in 1998 by experienced educators and entrepreneurs to enrich students’ lives and to contribute to innovation in local public school systems. Aspire currently operates charter schools at 38 different campuses in various school districts in the states of California and Tennessee. Aspire is a national non-profit 501(c)(3) public benefit corporation with a vision that every student is prepared to earn a college degree. Aspire’s mission is to open and operate small, high-quality charter schools in low-income neighborhoods, in order to:

- Increase the academic performance of underserved students
- Develop effective educators
- Share successful practices with forward-thinking educators, and
- Catalyze change in public schools

The Charter School has been chartered in the LAUSD under the auspices of Aspire since 2011.

The Charter School’s present charter term is set to expire on June 30, 2016. The Charter School complies with the legal requirements for renewal as set forth in Education Code § 47607(b)(3) as it has:

Ranked in deciles 4 to 10 in both the 2012 and 2013 API Similar School Ranks;

<table>
<thead>
<tr>
<th>Year</th>
<th>Similar Schools Ranking</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013</td>
<td>6</td>
</tr>
<tr>
<td>2012</td>
<td>5</td>
</tr>
</tbody>
</table>

(See: [http://dq.cde.ca.gov/dataquest/](http://dq.cde.ca.gov/dataquest/) for further information regarding The Charter School’s academic performance)

The Charter School has done a financial analysis and projections that support continued operation of a K-6 school in the District on a financially sound basis.

The Charter School is located at 123 W. 59th Street, Los Angeles, California, 90003.

In accordance with the Charter Schools Act of 1992, Aspire hereby respectfully petitions the District” to renew the charter for the Charter School for a five-year period, from July 1, 2016 to June 30, 2021.
The Charter Schools Act of 1992 states that:

*It is the intent of the Legislature...to provide opportunities for teachers, parents, pupils, and community members to establish and maintain schools that operate independently from the existing school district structure, as a method to accomplish all of the following:*

(a) Improve pupil learning.

(b) Increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving.

(c) Encourage the use of different and innovative teaching methods.

(d) Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at The Charter School site.

(e) Provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system.

(f) Hold The Charter Schools established under this part accountable for meeting measurable pupil outcomes, and provide The Charter Schools with a method to change from rule-based to performance-based accountability systems.

(g) Provide vigorous competition within the public school system to stimulate continual improvements in all public schools.

- California Education Code Section 47601(a)-(g)

The Charter School has made and will continue to make important contributions to the legislative goals outlined above. By granting this renewal, the District will help fulfill the intent of the Charter Schools Act of 1992 (“Charter Schools Act”), while providing students in the District with a small school option.
PETITION ELEMENTS

Element 1: The Educational Program

“A description of the educational program of the school, designed, among other things, to identify those whom the 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).)

“A description, for the charter school, of annual goals, 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 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).)

GENERAL INFORMATION

<table>
<thead>
<tr>
<th>Item</th>
<th>Details</th>
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</thead>
<tbody>
<tr>
<td>The contact person for Charter School is:</td>
<td>Ana Martinez</td>
</tr>
<tr>
<td>The contact address for Charter School is:</td>
<td>123 W. 59th Street&lt;br&gt;Los Angeles, CA 90003</td>
</tr>
<tr>
<td>The contact phone number for Charter School is:</td>
<td>323-235-8400</td>
</tr>
<tr>
<td>The proposed address or target community of Charter School is:</td>
<td>123 W. 59th Street&lt;br&gt;Los Angeles, CA 90003</td>
</tr>
<tr>
<td>This location is in LAUSD Board District:</td>
<td>7</td>
</tr>
<tr>
<td>This location is in LAUSD Local District:</td>
<td>South</td>
</tr>
<tr>
<td>The grade configuration of Charter School is:</td>
<td>K-6</td>
</tr>
<tr>
<td>The number of students in the first year will be:</td>
<td>360</td>
</tr>
<tr>
<td>The grade level(s) of the students in the first year will be:</td>
<td>K-6</td>
</tr>
<tr>
<td>Charter School’s scheduled first day of instruction in 2016-17 is:</td>
<td>August 8th, 2016</td>
</tr>
<tr>
<td>The enrollment capacity is: (Enrollment capacity is defined as all students who are enrolled in Charter School regardless of attendance status.)</td>
<td>360</td>
</tr>
</tbody>
</table>
The type of instructional calendar (e.g. traditional/year-round, single track/multi-track, extended day/year) will be: Modified traditional calendar, which includes a Fall Break, a longer school year, and a shorter summer.

The bell schedule for Charter School will be:

**Monday–Thursday (Regular):**
- Start/End: 8:00-3:00
- Recess: 9:55-10:15
- Lunch: 11:55-12:40

**Friday (Minimum):**
- Start/End: 8:00-1:00
- Recess: 9:15-9:30
- Lunch: 11:20-12:05

The term of this charter shall be from: July 1, 2016 to June 30, 2021

**COMMUNITY NEED FOR CHARTER SCHOOL**

The Charter School provides a high performing educational alternative for families in the South Los Angeles area by ensuring the following:

1) Quality education supported by high standards for all students
2) Focus on meeting the needs of children and helping them succeed, no matter what it takes
3) Caring environment and trust building in the community through restorative practices and partnerships with parents

The Charter School seeks to ensure that all students have the skills and experiences that prepare them to earn a college degree, and this vision is designed especially for our students who are from underrepresented populations and communities like South Los Angeles. The “College for Certain” vision is pervasive throughout the school with a special college display in every classroom as well as college cheers, banners, and college names for classes. This sends a clear message that no matter what your ethnicity, your economic status, or your home language, the expectations for college-going are for all Aspire students. The education program has been redesigned to emphasize and reinforce reading and writing, as well as problem solving and hands on science using CA CCSS aligned programs such as Core Knowledge and Stepping Stones, as well as Writers’ Workshop. Because children of poverty have important additional needs, there are also health education, parent education, and mental health counseling for the students and families with a strong focus on restorative practices. The Charter School is deeply committed to closing racial achievement gaps and eliminating the digital divide where impoverished youth have less access to computers and the internet. The Charter School program is highly academic and also incorporates blended learning into the curriculum every day so that all students make use of the digital tools and resources available to them. The transition to the CA CCSS
has been challenging as the school bridges the gap between the traditional standards based curriculum and the new, more rigorous standards, and we have worked hard to improve ELD as well as increasing reading and writing stamina.

One of the key elements of Aspire is to catalyze change within communities; and in South Los Angeles, where, traditionally, students have underperformed and had less access to high performing schools, it is expected that the innovative academic program, the intense scrutiny and accountability, and the caring equity-focused environment will serve to encourage change in other area schools by providing a very visible, viable, and meaningful educational experience that changes the odds for students through high school and beyond. In fact, it is hoped that there is a ripple effect throughout South Los Angeles, with the Charter School being an example of “best-practices” of all aspects of an excellent education, including curriculum, staffing, and teacher development.

Finally, parent involvement is also a key element in the Charter School community, and parents are encouraged to volunteer, visit, and communicate regularly with the school in order to form a mutually beneficial partnership for the students’ success. Parent volunteering is not a condition of admission and/or continued enrollment, but the school welcomes parents to morning meetings, assemblies, open houses, parent education nights, volunteer opportunities, field trips, Coffees with the Principal, and Advisory School Council meetings. Communication is the key to a strong partnership, and all parents receive regular newsletters, robo-calls, messages through an online two way communication platform called ParentSquare, and annual opportunities to respond to formal school surveys. The South Los Angeles community is proud of the Charter School and the vision of “College for Certain,” and it has repeatedly expressed appreciation through annual parent surveys, long wait lists, and strong support for the Charter School’s leadership, proven results, and dedicated, caring, competent educators and staff.

The Charter School has increased enrollment and decreased the number of suspensions over the last year, while maintaining an outstanding Average Daily Attendance.

<table>
<thead>
<tr>
<th>Year</th>
<th># Enrollment</th>
<th># Suspensions</th>
<th>% Suspension Rate</th>
<th># Truants</th>
<th>% Truancy Rate</th>
<th># Average Daily Absences</th>
<th>% ADA</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013-2014</td>
<td>315</td>
<td>24</td>
<td>7.6</td>
<td>119</td>
<td>37.8</td>
<td>6.9</td>
<td>95.9</td>
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<tr>
<td>2014-2015</td>
<td>328</td>
<td>2</td>
<td>0.6</td>
<td>88</td>
<td>26.8</td>
<td>7.2</td>
<td>96.0</td>
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See below for a surrounding schools analysis of enrollment, demographics, and performance data to the five District elementary schools, one District middle school, and two other charter schools within one mile of the Charter School.
THE CHARTER SCHOOL'S MISSION

The Charter School’s mission is to provide all students with an exceptional education that will allow them to excel inside and outside the classroom. The Charter School seeks to achieve this mission by offering students a rigorous core curriculum, an outstanding staff, high standards and expectations, extended instructional hours, and personalized learning opportunities. The Charter School will strive to ensure that students are prepared for college and for the 21st Century world and workplace by helping them develop important basic skills, thinking skills, and life skills.

STUDENT POPULATION TO BE SERVED BY THE CHARTER SCHOOL

In year 1 of this charter, the Charter School will serve approximately 360 students in grades K-6.

<table>
<thead>
<tr>
<th>Aspire Juanita Tate Academy</th>
<th>2016-17</th>
<th>2017-18</th>
<th>2018-19</th>
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<th>2020-21</th>
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<tr>
<td>K</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>360</strong></td>
<td><strong>360</strong></td>
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<td><strong>360</strong></td>
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</tbody>
</table>
According to demographic data compiled by the California Department of Education (“CDE”), the District enrolled 646,683 students in 2014-15. Of these students, African Americans constitute 8.8% of the students, American Indians 0.2%, Asians 3.8%, Filipinos 1.9%, Hispanic or Latinos 73.7%, Pacific Islanders 0.3% and Whites 9.8%. During the 2014-15 school year, students who spoke English as a second language made up 25.4% of the District student body. The Charter School seeks to enroll a diverse population of students that reflects these demographics.

Aspire’s educational program is based on the instructional needs of our target student profile. Aspire targets the following students:

- Students who are not currently successful in their current core academic subjects;
- Students whose academic or English language learning needs necessitate a small school environment with personalized attention;
- Students whose academic or English language learning needs are not being met in a traditional school environment;
- Students who live in low-income neighborhoods; and
- Students whose racial and ethnic diversity represents their respective communities.

In education, one size does not fit all and Aspire is dedicated to providing students and families throughout the State of California with a small school option that can meet their unique needs.

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

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

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

Instructional Minutes Calculator

The Charter School’s academic calendar and schedules by grade can be found below, as well as an instructional minutes calculator.
# INSTRUCTIONAL CALENDAR

## SY2015 - 2016

### Aspire TATE Academy

#### JULY…2015

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- **Independence Day observed**
- **Winter Break**

#### AUGUST…2015

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<th>T</th>
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- **First Day of School**
- **ASP enrichment every Wednesday**
- **Minimum Days**
- **Back to School Night**

#### SEPTEMBER…2015

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- **All-Aspire Principals Mtg.**
- **All-Aspire Principals Mtg. Mem.**

#### OCTOBER…2015

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- **Professional Development**
- **Spring Festival**

#### NOVEMBER…2015

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- **PD (pupil free day)**
- **6th Grade Promotion**

#### DECEMBER…2015

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- **All-Aspire Principals Mtg. CV**
- **Winter Program**

#### JANUARY…2016

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- **Winter Break**
- **Last Day of School**

#### FEBRUARY…2016

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- **SPRING BREAK**

#### MARCH…2016

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- **Spring Festival**
- **Thanksgiving Break**

#### APRIL…2016

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- **Professional Development**
- **6th Grade Promotion**

#### MAY…2016

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- **Summer Leadership Retreat**

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### Legend:

- School Days: 186
- Student Free teach: 8
- Holiday - No School: 11
- Minimum Days: 49

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Aspire Juanita Tate Academy Charter Renewal Petition 2016-2021
### Kindergarten schedule (Monday-Thursday)

<table>
<thead>
<tr>
<th>Time</th>
<th>Activity</th>
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</thead>
<tbody>
<tr>
<td>8:00-8:15</td>
<td>Morning Meeting</td>
</tr>
<tr>
<td>8:15-9:00</td>
<td>Specials</td>
</tr>
<tr>
<td>9:00-9:15</td>
<td>Read Aloud</td>
</tr>
<tr>
<td>9:15-9:30</td>
<td>Independent Reading</td>
</tr>
<tr>
<td>9:30-9:55</td>
<td>Calendar</td>
</tr>
<tr>
<td>9:55-10:15</td>
<td>Recess</td>
</tr>
<tr>
<td>10:15-10:55</td>
<td>Phonics / ELD</td>
</tr>
<tr>
<td>10:55-11:10</td>
<td>(Rainbow Words)</td>
</tr>
<tr>
<td>11:10-11:20</td>
<td>Fact Fluency</td>
</tr>
<tr>
<td>11:20-11:55</td>
<td>Math</td>
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<tr>
<td>11:55-12:40</td>
<td>Lunch</td>
</tr>
<tr>
<td>12:40-1:10</td>
<td>Guided Reading (30)</td>
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<tr>
<td>1:10-1:50</td>
<td>Writer’s Workshop</td>
</tr>
<tr>
<td>1:50-2:20</td>
<td>Guided Reading (30)</td>
</tr>
<tr>
<td>2:20-2:50</td>
<td>Content Unit / Social Sciences / Science</td>
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<tr>
<td>2:50-3:00</td>
<td>Pack Up</td>
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<tr>
<td>3:00</td>
<td>Dismissal</td>
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### Kindergarten schedule (Friday)

<table>
<thead>
<tr>
<th>Time</th>
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<tbody>
<tr>
<td>8:00-8:10</td>
<td>UHall</td>
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<tr>
<td>8:10-8:30</td>
<td>Council / Morning Meeting</td>
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<tr>
<td>8:30-8:45</td>
<td>Read Aloud</td>
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<tr>
<td>8:45-9:00</td>
<td>Independent R</td>
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<tr>
<td>9:00-9:15</td>
<td>Calendar Math</td>
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<tr>
<td>9:15-9:30</td>
<td>Recess</td>
</tr>
<tr>
<td>9:30-10:10</td>
<td>Phonics / ELD</td>
</tr>
<tr>
<td>10:10-10:40</td>
<td>Math / Problem Solving</td>
</tr>
<tr>
<td>10:40-11:20</td>
<td>Guided Reading</td>
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<tr>
<td>11:20-12:05</td>
<td>Lunch</td>
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<tr>
<td>12:05-12:25</td>
<td>Guided Reading</td>
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<tr>
<td>12:25-12:50</td>
<td>Content Unit</td>
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<tr>
<td>12:50-1:00</td>
<td>Pack up</td>
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<tr>
<td>1:00</td>
<td>Dismissal</td>
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### 1st grade schedule (Monday-Thursday)

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<th>Time</th>
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<tbody>
<tr>
<td>8:00-8:15</td>
<td>U-Hall</td>
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<tr>
<td>8:15-8:25</td>
<td>Morning Meeting</td>
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<td>8:25-8:35</td>
<td>Calendar</td>
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<tr>
<td>8:35-8:45</td>
<td>Shared Reading</td>
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<tr>
<td>8:45-9:10</td>
<td>Content Mini Lesson / Social Sciences</td>
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<tr>
<td>9:10-9:55</td>
<td>Specials / Science</td>
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<tr>
<td>9:55-10:15</td>
<td>Recess</td>
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<tr>
<td>10:15-10:55</td>
<td>Phonics / ELD</td>
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<tr>
<td>10:55-11:10</td>
<td>(Rainbow Words)</td>
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<tr>
<td>11:10-11:15</td>
<td>Fact Fluency (roll and write)</td>
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<tr>
<td>11:15-11:55</td>
<td>Math</td>
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<td>11:55-12:40</td>
<td>Lunch</td>
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<td>12:40-12:50</td>
<td>Read Aloud</td>
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<td>12:50-1:10</td>
<td>Independent Reading</td>
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<td>1:10-1:40</td>
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<td>1:40-2:10</td>
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<tr>
<td>2:10-2:50</td>
<td>Writers Workshop</td>
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<td>2:50-3:00</td>
<td>Pack Up</td>
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<tr>
<td>3:00</td>
<td>Dismissal</td>
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**1st grade schedule (Friday)**

| 8:00-8:15  | UHall |
| 8:15-8:25  | Homework/Morning Meeting |
| 8:25-8:45  | Council |
| 8:45-8:55  | Read aloud |
| 8:55-9:15  | Independent Reading |
| 9:15-9:30  | Recess |
| 9:30-10:05 | Phonics / ELD |
| 10:05-10:15| Fact Fluency |
| 10:15-10:50| Math Problem of the week |
| 10:50-11:20| Guided Reading/Content Unit |
| 11:20-12:05| Lunch |
| 12:05-12:15| Shared Reading |
| 12:15-12:40| Social Studies |
| 12:40-1:00 | Cleaning Desk/ Pack up |
| 1:00       | Dismissal |

**2nd grade schedule (Monday-Thursday)**

<p>| 8:00      | Morning Meeting |
| 8:15-8:30 | HW Check/ Daily Review |
| 8:30-8:45 | Morning Meeting |
| 8:45-9:15 | Phonics/shared reading/ELD |
| 9:15-9:55 | Math blended 1 |
| 9:55-10:15| Recess |
| 10:00-10:30| Math blended 2 |
| 10:30-10:45| Closing |
| 10:45-11:05| Independent reading |
| 11:05-11:20| Content Vocab |
|           | Vocabulary |
| 11:20-11:45| Content Literacy Direct Instruction / Social Sciences |
| 11:45-11:55| Math Fluency/AIMS |</p>
<table>
<thead>
<tr>
<th>Time</th>
<th>2nd grade schedule (Friday)</th>
<th>Time</th>
<th>3rd grade schedule (Monday-Thursday)</th>
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</thead>
<tbody>
<tr>
<td>11:55-12:40</td>
<td>Lunch</td>
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<td>UHALL</td>
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<tr>
<td>12:40-1:25</td>
<td>Specials / Science</td>
<td>8:00-8:15</td>
<td>Morning Meeting (UHall)</td>
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<tr>
<td>1:25-1:55</td>
<td>Content Extension 1/Blended Group 1</td>
<td>8:15-8:25</td>
<td>Do Now</td>
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<tr>
<td>1:55-2:25</td>
<td>Content Extension 2/Blended Group 2</td>
<td>8:25-8:45</td>
<td>Phonics</td>
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<tr>
<td>2:25-2:55</td>
<td>Writers Workshop</td>
<td>8:45-8:55</td>
<td>Decodable Book</td>
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<td>3:00</td>
<td>Dismissal</td>
<td>8:45-8:55</td>
<td>Read Aloud: Reading Strategy</td>
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<td>2nd grade schedule (Friday)</td>
<td>8:55-9:15</td>
<td>Silent Reading/ My On</td>
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<td>3rd grade schedule (Monday-Thursday)</td>
<td>9:15-9:25</td>
<td>Shared Reading</td>
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<td>9:25-9:55</td>
<td>Core Knowledge: GLAD/Social Sciences</td>
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<td>9:55-10:15</td>
<td>Recess</td>
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<td>10:15-11:10</td>
<td>Writer’s Workshop</td>
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<td>11:10-11:55</td>
<td>Prep/Specials/Science</td>
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<td>11:55-12:40</td>
<td>Lunch</td>
<td>11:55-12:40</td>
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<td>12:40-1:45          Guided Reading/ I Ready/ Content/ELD</td>
<td>12:40-1:45</td>
<td>Guided Reading/ I Ready/ Content/ELD</td>
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<td>1:45-2:45</td>
<td>Stepping Stones/ST Math</td>
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<td>2:45-3:00</td>
<td>Clean Up</td>
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<td>3:00</td>
<td>Dismissal</td>
<td>3:00</td>
<td>Dismissal</td>
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<td>9:15-9:30</td>
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<td>9:30-9:45</td>
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<td>9:45-10:05</td>
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<td>11:20-12:05</td>
<td>Lunch</td>
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<tr>
<td>12:05-12:45</td>
<td>Lesson/ Art</td>
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<tr>
<td>12:45-1:00</td>
<td>Clean Up</td>
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### 4th grade schedule (Monday-Thursday)

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<th>Time</th>
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<tr>
<td>8:00-8:15</td>
<td>Morning Meeting</td>
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<tr>
<td>8:15-8:35</td>
<td>HW Check/Unpack/Do Now</td>
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<tr>
<td>8:35-8:55</td>
<td>ELA Mini-Lesson</td>
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<tr>
<td>8:55-9:55</td>
<td>Blended and GR / ELD</td>
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<tr>
<td>9:55-10:15</td>
<td>Recess</td>
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<tr>
<td>10:20-11:05</td>
<td>Specials / Science</td>
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<tr>
<td>11:05-11:55</td>
<td>Writing</td>
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<tr>
<td>11:55-12:40</td>
<td>Lunch</td>
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<tr>
<td>12:40-1:00</td>
<td>Independent Reading / Social Sciences</td>
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<tr>
<td>1:00-1:20</td>
<td>Number Talk</td>
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<tr>
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<td>Fact Fluency</td>
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<tr>
<td>1:20-2:20</td>
<td>Math Groups</td>
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<tr>
<td>2:20-2:30</td>
<td>Math Close</td>
</tr>
<tr>
<td>2:30-3:00</td>
<td>Choice (I.W.T.)</td>
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<td></td>
<td>Pack Up and Close (10 minutes)</td>
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### 4th grade schedule (Friday)

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<thead>
<tr>
<th>Time</th>
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<tr>
<td>8:00-8:15</td>
<td>Morning Meeting</td>
</tr>
<tr>
<td>8:15-8:35</td>
<td>HW Check/Unpack/Do Now</td>
</tr>
<tr>
<td>8:35-9:05</td>
<td>Council</td>
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<tr>
<td>9:05-9:15</td>
<td>Friday Letter/Journal</td>
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<tr>
<td>9:15-9:30</td>
<td>Recess</td>
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<tr>
<td>9:30-10:00</td>
<td>Problem Solving</td>
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<tr>
<td>10:00-11:00</td>
<td>Teacher's Choice</td>
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<tr>
<td>11:00-11:20</td>
<td>Spelling Review and Test</td>
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<td>11:20-12:05</td>
<td>Lunch</td>
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<tr>
<td>12:05-1:00</td>
<td>Classroom Economy Bank (45 minutes) Pack Up Routine (10 minutes)</td>
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### 5th grade schedule (Monday-Thursday)

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<th>Time</th>
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<tbody>
<tr>
<td>8:00-8:25</td>
<td>Morning Meeting/ HW Check/ Daily Review</td>
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<tr>
<td>8:25-8:55</td>
<td>Reader's Workshop</td>
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<td>Reading Unit</td>
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<td>9:55-10:15</td>
<td>Recess</td>
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<tr>
<td>10:15-10:55</td>
<td>Writer's Workshop/ST Math</td>
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<tr>
<td>10:55-11:30</td>
<td>Writer's Workshop/ST Math</td>
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<tr>
<td>11:30-11:35</td>
<td>Fact Fluency</td>
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<tr>
<td>11:35-11:55</td>
<td>Stepping Stones (Lesson)</td>
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<tr>
<td>Time</td>
<td>Activity</td>
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<tr>
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<tr>
<td>11:55-12:40</td>
<td>Lunch</td>
</tr>
<tr>
<td>12:40-1:00</td>
<td>Stepping Stones (Independent/Guided Math)</td>
</tr>
<tr>
<td>1:00-1:30</td>
<td>Guided Reading/ iReady / ELD</td>
</tr>
<tr>
<td>1:30-2:15</td>
<td>Prep / Science</td>
</tr>
<tr>
<td>2:15-2:50</td>
<td>Guided Reading/ iReady / Social Sciences</td>
</tr>
<tr>
<td>2:50-3:00</td>
<td>Clean Up/ Jobs</td>
</tr>
<tr>
<td>3:00</td>
<td>Dismissal</td>
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**5th grade schedule (Friday)**

<table>
<thead>
<tr>
<th>Time</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>8:00-8:15</td>
<td>Morning Meeting</td>
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<tr>
<td>8:15-9:15</td>
<td>Council</td>
</tr>
<tr>
<td>9:15-9:30</td>
<td>Recess</td>
</tr>
<tr>
<td>9:30-10:00</td>
<td>Read Aloud (Mentor Texts)</td>
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<tr>
<td>10:00-10:30</td>
<td>Shared Inquiry/ Writing About Reading</td>
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<tr>
<td>10:30-11:20</td>
<td>Problem Solving</td>
</tr>
<tr>
<td>11:20-12:05</td>
<td>Lunch</td>
</tr>
<tr>
<td>12:05-12:35</td>
<td>Make Up Lesson/ Art</td>
</tr>
<tr>
<td>12:35-1:00</td>
<td>Clean Up/ Jobs/Cash Out</td>
</tr>
<tr>
<td>1:00</td>
<td>Dismissal</td>
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**6th grade schedule (Monday-Thursday)**

<table>
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<tr>
<th>Time</th>
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</thead>
<tbody>
<tr>
<td>8:00-8:25</td>
<td>Morning Meeting/ Do Now</td>
</tr>
<tr>
<td>8:25-9:25</td>
<td>ELA Content Unit / Social Sciences</td>
</tr>
<tr>
<td>9:25-9:55</td>
<td>Literature Circles/ GLAD Expert Groups /ELD</td>
</tr>
<tr>
<td>9:55-10:15</td>
<td>Recess</td>
</tr>
<tr>
<td>10:15-11:55</td>
<td>Math Block</td>
</tr>
<tr>
<td></td>
<td>Fact Fluency (5-10 min)</td>
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<tr>
<td></td>
<td>Do Now! (15 min)</td>
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<tr>
<td></td>
<td>Math Vocabulary Instruction (20 min)</td>
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<td>CPM(60 min)</td>
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<tr>
<td>11:55-12:40</td>
<td>Lunch</td>
</tr>
<tr>
<td>12:40-1:20</td>
<td>Read Aloud / Strategy Instruction</td>
</tr>
<tr>
<td>1:20-2:15</td>
<td>Writers Workshop</td>
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<tr>
<td>2:15-2:55</td>
<td>Science/ P.E.</td>
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<tr>
<td>2:55-3:00</td>
<td>Dismissal</td>
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**6th grade schedule (Friday)**

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<th>Time</th>
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<tbody>
<tr>
<td>8:00- 8:15</td>
<td>Morning Meeting</td>
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<tr>
<td>8:15- 9:15</td>
<td>Science</td>
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<tr>
<td>9:15- 9:30</td>
<td>Recess</td>
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<tr>
<td>9:30-10:10</td>
<td>Council</td>
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### THE EDUCATED PERSON IN THE 21ST CENTURY

The Charter School recognizes that to be an Educated Person in the 21st century, our students need to have a foundation of knowledge and skills to access this world of ideas, as well as the ability to analyze information, ask good questions and innovate new ideas, and express themselves thoughtfully. They must also have habits of mind that include self-motivation, intellectual curiosity, analytic ability, creative thinking, moral reasoning, self-confidence, and empathic action. Thus equipped, students will excel in college and become engaged and empowered citizens in their community and beyond.

### HOW LEARNING BEST OCCURS

The Charter School’s educational program is designed to give students the content knowledge and habits of mind necessary to face the challenges of the 21st century. The California Common Core State Standards (“CCSS”) drive the instruction of all Aspire charter schools by providing the road map of what students need to know.

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<th>Number of Instr. Minutes Per Regular Day</th>
<th>Number of Early Dismissal Days</th>
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<th>Number of Minimum Days</th>
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In order to prepare students to succeed in college, Aspire’s educational program has drawn on the Center for Educational Policy Research’s study *Standards for Success*. This research gathered information about the required skills to succeed in college from more than 400 staff and faculty members at research universities. It believes college students need “critical thinking, analytic thinking and problem solving; an inquisitive nature and interest in taking advantage of what a research university has to offer; the willingness to accept critical feedback and to adjust based on such feedback; openness to possible failures from time to time; and the ability and desire to cope with frustrating and ambiguous learning tasks.” Aspire has interwoven these habits into its core curriculum, which The Charter School follows. With the adoption of the CCSS, The Charter School program will be more tightly aligned to our college readiness goal.

The Charter School’s educational program is designed to give students the content knowledge and habits of mind necessary to face the challenges of the 21st century. The California Common Core State Standards (“CCSS”) drive the instruction of all Aspire charter schools by providing the road map of what students need to know.

In order to prepare students to succeed in college, Aspire’s educational program has drawn from the Urban Learners Framework created by the Urban Education Project at Research for Better Schools. This framework provides a positive framing of urban learners and the learning environments required to help them thrive. (Research site: Williams, Belinda and Newcombe, Ellen “Building on the Strength of Urban Leaners”. *Educational Leadership*. May 1994: 75-78.) This environment is created through three main initiatives that are supported by school-wide vehicles: newsletters, assemblies, parent meetings, classroom instruction: explicit learning about topic, ongoing conversations with learners and professional development for teachers. Regular walkthroughs by other principals, the Area Superintendent and Aspire Chief Academic Officer check and confirm this culture exists.

1. Honoring and respecting the strengths and gifts our students and families already have.
   The School is part of a vibrant community. It engages the community and their learners through appropriate and relevant curriculum materials, varied assessments and a Parent Coordinator who helps make sure the dialogue and learning about the community culture is honored at the school.

2. Creating a Growth Mindset for every youngster and adult.
   Research clearly shows that intelligence is not fixed yet our current educational system often contradicts this through tracking of students and low expectations. The School explicitly teaches every student what the Growth Mindset is and how to have one. Teachers are also taught to share their ‘learning moments’ and challenges to model this flexible and growing ability. This flexibility is also built into our instructional program through ongoing formative assessment and changing small group instruction. Expectations for learning are aligned with the CCSS and national standards.
3. Focusing on creating a positive culture.
   The school uses positive behavior interventions and restorative justice practices to create a caring and safe culture. If students make a mistake, they learn from it through these practices rather than being excluded. These practices, along with explicit instruction in social emotional intelligence, create an learning environment where students can learn academically.

   Aspire has interwoven these habits into its core curriculum, which The Charter School follows.

   Additionally, Aspire has built a College For Certain® culture. Beginning in kindergarten, students are informed and inspired to succeed in high school and attend college. Classrooms are named after universities with the year the class will graduate from college above the door. Teachers and principals proudly share their college going experiences, diplomas and challenges.

   Through Aspire’s schools, students are given the will, the skills and the habits of mind to attend college and succeed in life by becoming self-motivated, competent, and lifelong learners. While this is not an exact science, there are certain non-academic skills which are taught in every Aspire classroom to prepare students with the habits of mind to be successful in college AND in life. These include many of the following, which are emphasized by all teachers, staff, and leaders (through choices in literature, classroom activities, morning meetings, town halls, and events) and are incentivized and reinforced throughout the Charter School:
   
   - Be humble and ask for help
   - Take risks and manage change
   - Develop critical thinking and time management skills
   - Manage your thoughts and actions
   - Respect yourself and form healthy relationships
   - Appreciate diversity
   - Take responsibility
   - Have a growth mindset

   The spirit for College for Certain® runs very high, from the first day of school when all students become part of college graduating “classes” and are identified as such all year. College for Certain® is the driving force behind the academic program, as well as the motivation to thrive and succeed in Aspire schools.

   **THE CHARTER SCHOOL'S PROGRAM DESIGN ELEMENTS**

   **Community**
Aspire schools are small, with generally 30-66 students per grade level. They are broken into divisions and small classes to create a community where each student is known personally.

- **Small Schools**: Students are more likely to succeed in small schools, where teachers and the principal know each family well. Students and their needs are not lost in the crowd. Target enrollment for elementary campuses (K-6) is between 320 and 440 students.

- **Small Class Sizes**: In smaller classes, teachers can give each individual student the time and individual attention necessary to realize his or her personal academic goals.

- **Looped Grouping**: If possible and appropriate, the Charter School aspires to allow teachers to teach the same group of students for two consecutive years. This longer time with one teacher allows students to develop a deep relationship with one individual. The teacher can save instructional time during the second year of instruction as she/he knows the individual student’s strengths and weaknesses on the first day of school. One example of looping might be that students remain with the same teacher for kindergarten and first grade; second grade and third grade; and fourth and fifth grade.

**Learning Time**

Aspire provides roughly 10-15% more learning time for students than traditional public schools, and uses time more effectively during the year and day to maximize in-depth learning.

- ** Longer School Day**: Students learn more when they are given more time to learn each day. With more time, teachers can create more effective projects to build higher order thinking skills. Aspire schools have, on average, a 7 hour school day for grades K-6. In other words, Aspire students receive about one hour more instruction each day than students in traditional public schools.

- ** Longer School Year**: Aspire schools provide approximately 184 to 186 days of instruction, which is roughly more days than traditional public schools.

- **Modified Traditional Calendar**: The Charter School uses a modified traditional calendar (shorter summer recess) to decrease the loss of learning during extended recesses.

**Teaching Methods**

All educators at Aspire Public Schools use a variety of pedagogical strategies to ensure all students learn and grow continuously. Strategies are selected based on the
Aspire’s Instructional Methods (AIMs) for math, English Language Arts, science and humanities spell out the frequency and purpose for each type of instruction. These instructional strategies are well-aligned to the deep understanding required by the Common Core State Standards and the academic content and performance standards and the Aspire Instructional Rubric (AIR). AIMs have been revised to reflect what is being learned as we implement the CCSS. Aspire’s Instructional Methods are available upon request. These guidelines, as well as the purchased curriculum materials, provide the structure for a CCSS-based curriculum. Aspire educators are also trained to adapt these methods in ways that maximize personalized experiences each child receives. The major strategies used include:

- **Explicit Instruction:** in this traditional form of teaching, the teacher presents the lesson, which includes: a purpose; specific instructions; modeling; guided practice; and checking for understanding. At the conclusion, students individually demonstrate their new skills or knowledge.

- **Massed and Distributed Practice:** this retention strategy provides students with many opportunities to practice new skills upon initial learning. Practice is then distributed over the course of many months to increase the retention of previously learned skills and knowledge.

- **Problem Solving:** this method provides students with a step-by-step process for determining the solution.

- **Inquiry:** in this process, students are presented with a problem or question, and formulate and test theories to work towards a solution.

- **Culturally appropriate curriculum and instruction:** A multicultural curriculum and culturally relevant pedagogy will enable students to appreciate and respect their own and each other’s heritages and to develop an understanding of multiple perspectives.

- **Flexible supports:** Many supports will be provided within the classroom, The Charter School and community. For example, pedagogical support might include literacy support, tutoring across subject areas, and second language learning supports.

- **Diagnostic assessment:** Teachers will use a wide range of diagnostic assessments to evaluate how students are learning as well as what they are learning. These assessments will inform decisions about the curriculum and teaching strategies as well as individual supports for students.

- **Authentic experiences:** In the early elementary grades at Aspire schools, students learn literacy skills through authentic reading and writing experiences, including shared reading, guided reading, independent reading, shared writing, interactive
writing, writing workshops and independent writing. In the older elementary grades at Aspire schools, students focus on “reading to learn,” through reciprocal teaching, close reading, literature circles, and the use of both non-fiction books and classical literature. Students also learn by applying the scientific method to hands-on experiments and by interacting with others on community issues through involvement in neighborhood clean up days, a recycling program, restorative practices such as community circles, and school sponsored events such as health fairs and middle/high school forums.

• Blended Learning: Combines teacher-led small group instruction with digital learning and interdisciplinary units. Students will follow individualized learning paths on computers as part of their core instruction.

Curriculum

Aspire uses a combination of adopted programs and curriculum developed in-house to meet Aspire standards and build basic skills, higher-order thinking skills, and life-skills. The curriculum is clearly articulated as a K-12 system and based on the CCSS. All elements of the curriculum are research-based and have been proven effective in schools. See below for rationale for Aspire’s instructional approaches and materials:

1) Appendix A of the CCSS: text complexity, the Core Knowledge is complex for all reasons listed by the CA CCSS

2) Appendix B of the CCSS: Exemplar texts in nonfiction particularly match Aspire’s Core Knowledge Themes (plants, animals, etc.)

3) Pages 54-60 and 87 in Chapter 2 of the CCSS Framework:

• Address guidance for reading programs, including having read alouds, time for independent reading and lots of different genres. This is supported in our Aspire Instructional Methods as evidenced by the approach of balanced literacy.

• Address 21st Century skills, projects, and collaboration (which teachers are required to do in their performance tasks with their units). This is best done with deep content so that students have 5-6 weeks of content and then can demonstrate their understanding in multiple ways.

• English Language Arts: Students communicate ideas clearly and effectively in various modes of expression appropriate to audience and purpose. This may be through oral reports and debates, written letters and essays. Through the examination of various texts, students demonstrate critical reading and active listening skills in order to comprehend, interpret and evaluate ideas. Students write extensively in both expository and creative forms.
When students are learning to read, instruction will focus on phonemic awareness, phonics instruction, fluency, and text comprehension. Writing is integrated into the learning process.

One of the phonics resources in K-6 literacy instruction may be the Open Court Reading materials. Writing may be supplemented with vocabulary and instruction based on the Units of Study.

- **English Language Development/English as a Second Language:** Self-contained classroom teachers will use the California English Language Development Standards (2012) during Integrated ELD and EL Achieve’s Systematic ELD Units for Designated ELD.
  
  - **Integrated ELD:** All teachers will use an ELD standard from Part I and Part II of the California Department of Education English Language Development Standards for their Grade Levels in tandem with the content standard that they are addressing. Teachers will also create a language objective that addresses the function that they expect their students practice during structured student interactions. In addition to conducting formative assessments throughout the lesson for content, teachers will also assess and give feedback to ELs about their language use within a specific content area. Integrated ELD will be supported with specifically chosen GLAD strategies that will provide a vehicle for structured student interactions.

  - **Designated ELD:** Teachers will use the Systematic ELD Units from EL Achieve to deliver designated ELD instruction. The purpose of this time will be language learning. The units, however, support content instruction (science, health, social studies, and visual and performing arts) and students will be learning language through topics that will support instruction throughout the day. Instruction is backward mapped from weekly language goals and designed to teach high-leverage language students need to develop English language proficiency. There are six themes for the following grade spans: Kindergarten, 1-2, 3-4, and 5-6 for three proficiency levels: Beginning, Intermediate, and Advanced. Units are aligned to Common Core Reading, Language, Speaking and Listening, and Writing Standards. Students will be grouped by proficiency level and may switch classrooms within the appropriate grade span during a 30-45 minute block in order to receive ELD instruction at their targeted proficiency level. Assessments and built into the units and teachers will continue to collaborate with each other in order to share the progress of their English Learners.

- **Social Science:** Aspire’s history and social studies curriculum ensures that students are historically literate (including culture, geography, politics, economics, and ethics) and become active, informed citizens (including U.S.
policy and effective research techniques). Students apply historical, political, philosophical, geographical, economic and sociological knowledge to local and global situations in order to comprehend contexts and events, predict and evaluate the outcomes of human actions, and act responsibly as world citizens. Students learn to apply chronological, thematic and integrative thinking, develop and test hypotheses about cause and effect, gather evidence to support conclusions, use methods of historiography, conduct in-depth and relevant research, critically examine sources, and synthesize ideas. Materials at both the elementary and secondary level include primary sources, historical literature, History Alive! and a variety of non-fiction texts as recommended by the CCSS.

Throughout the K-6 instructional program, social science and English Language Arts are interwoven. The stories and facts in history are the vehicles for instructing students to read and write.

- **Mathematics:** Students apply mathematical concepts and processes, including number systems, operations, graphics and logic, in order to problem-solve within and outside of mathematics. Students demonstrate facility with the language of mathematics and express generalizations discovered through investigation. Students are expected to be competent in symbolic reasoning and in constructing logical arguments.

A balanced approach provides both the conceptual understanding of math and the skills to solve problems. By providing extensive math time in elementary classrooms and a double block of math in secondary schools, our state adopted math materials, Stepping Stones and California Preparatory Mathematics can be interwoven with other real-life problems. These materials will also change or be updated with the realignment with the CCSS.

A key tool in mathematics instruction is the CCSS-based software program Illuminate. Illuminate creates, scores and reports CCSS-based assessments. Aspire uses these assessments as both benchmark exams and formative assessments. The Illuminate reports in all subjects inform the teacher on whether the students have mastered a standard or need further instruction. Aspire is currently in the process of reviewing several vendors for CCSS aligned questions to create CCSS aligned assessments.

For example, the results of a CCSS-based assessment given in 5th grade might show that 90% of the students mastered Math Standard Number Sense CCSS: Add, subtract, multiply, and divide with decimals, but only 15% mastered Number Sense CCSS: Perform operations with multi-digit whole numbers and with decimals to hundredths. The teacher would provide remediation for students who did not understand one standard and reteach the whole class the other standard.
Teachers use this data on a daily cycle. Grade level teams, principals and subject level teams look at this assessment data every two weeks.

- **Science (Next Generation Science Standards (NGSS))**: Students demonstrate understanding of scientific concepts and ideas through real-world applications. Students utilize scientific research and inquiry methods to conduct investigations and problem-solve. They apply conceptual knowledge and processes from the major branches of science (biology, chemistry, the earth sciences and physics) in order to further the study of science and relate the study of science to other disciplines. Aspire uses a variety of curriculum materials and ensures alignment of science curriculum to the NGSS. The curriculum may be supplemented with AIMS, Core Knowledge Units, FOSS, scientific readings and local scientific resources such as guest speakers, field trips, and presentations.

Other subjects essential to a healthy and balanced life are also covered in a variety of ways:

- **Visual and Performing Arts**: Appreciation and participation in the arts are essential to each student’s development. At the elementary level, arts are integrated into thematic units to inspire students, help ideas come to life by using multiple intelligences, and ensure cultural literacy. Visiting artists and parent docents also provide special programs in the arts. While classroom teachers are primarily responsible for ensuring arts experiences for students, the Charter School offers art and music classes/experiences/assemblies/workshops taught by specialists employed by the Charter School.

- **Health**: Students develop an understanding of the importance of health and nutrition through classroom instruction, collaboration with local health agencies, thematic units, and selected special programs such as Dairy Council of California nutrition programs, Project Alert tobacco and drug awareness (for upper grades), Always Changing (used at LAUSD), and Proctor and Gamble programs in Dental Care, Nutrition, and Growth and Development. Health instruction follows the California Health Framework. Data from the California Healthy Kids survey or our own internal surveys will inform additional needed interventions.

- **Physical Education**: The Aspire Physical Education program is designed to help students develop cardiovascular fitness and participate in movement activities that contribute to balance, coordination, and agility. The PE program also promotes physical and emotional health through activities and instruction focused on building muscles, eating right, and mental alertness, as well as opportunities for teamwork, cooperation, and creativity through physical activity. Students are introduced to dance, basketball, handball, soccer, running, yoga, cardio-vascular exercises, playground games (such as Four Square), and some net games. Recess time and lunch play time also reinforce the skills, activities, and games which are learned during PE class.
Elementary Instructional Materials

<table>
<thead>
<tr>
<th>Subject</th>
<th>Materials</th>
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</thead>
<tbody>
<tr>
<td>Mathematics (K-6)</td>
<td>ORIGO Stepping Stones</td>
</tr>
<tr>
<td></td>
<td>DreamBox software</td>
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<tr>
<td>Reading (K-6)</td>
<td>Guided Reading Library Books</td>
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<tr>
<td></td>
<td>Novel sets</td>
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<td></td>
<td>MyON software</td>
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<td></td>
<td>DramBox software</td>
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<td></td>
<td>iReady</td>
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<tr>
<td>Writing (K-6)</td>
<td>Units of Student for Primary Writing</td>
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<tr>
<td></td>
<td>iReady</td>
</tr>
<tr>
<td>Science (K-6)</td>
<td>Core Knowledge Units</td>
</tr>
<tr>
<td>Social Studies (K-6)</td>
<td>Core Knowledge Units</td>
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</tbody>
</table>

Assessment

At Aspire Public Schools, assessment is a critical tool for observing individual student progress, determining the efficacy of individual teachers, and evaluating the success of the program as a whole. Multiple assessments are used because no single assessment provides sufficient information on students’ learning regarding all three outcomes. Aspire students are assessed through:

- All standardized and CCSS-based tests required for traditional public schools that are mandated in the California Education Code (including, but not limited to, Smarter Balance Assessment Consortium assessment, CELDT and ELPAC and Physical Fitness Test);  

- Other nationally recognized norm-referenced and/or developmentally based tests (e.g. Developmental Reading Assessment)

- Specialized assessments developed by Aspire for all areas of the academic core (e.g. project rubrics, Aspire Writing Assessment);

- Day-to-day assessments related to specific content or skills (running record for English Language Arts; Open Court phonics, Stepping Stones Unit Assessments, Illuminate assessments; math computation quizzes, unit tests);

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3 The growing emphasis on norm-reference tests is much debated. Educationally, standardized tests are only a single indicator of mastery in basic skills; however, they are regarded by employers and policymakers as broadly meaningful. Aspire Public Schools believes that students should be prepared to be successful on the tests that they are held accountable for; these tests are often the key to future opportunity.
Qualitative observations of the process of learning (teachers’ anecdotal notes, a child’s reflection log, internship mentor reports); and

**Technology as a Tool**

At Aspire, technology is used as a tool to provide students with additional opportunities for individualized learning. The Charter School will combine best practices in blended learning, which combines teacher-led small group instruction with digital learning and interdisciplinary units. Students will follow individualized learning paths on computers as part of their core instruction. The classroom rotation model at the Charter School creates a structure that supports more targeted guided reading and small group instruction in the classroom.

Aspire believes that blended learning will increase support for small group instruction, provide individualized learning opportunities and real-time feedback for students at school and home, and support students as they develop technology skills necessary to succeed in college and beyond.

Aspire has piloted blended learning in 18 of its current schools with great success to date. To best reach students, we need classroom structures that enable small group and one-on-one instruction. As we’ve seen in our current schools, blended learning empowers teachers to deliver the individualized instruction that underserved students need to catch up, and accelerate the students who have mastered the content. With some students solidifying skills on computers, teachers can work with smaller groups of students, meeting them where they are with the lessons they most need that day.

By piloting blended learning in multiple schools prior to launching at the Charter School and within the Charter School’s pilot classes, Aspire has worked out many implementation challenges around technology deployment such as classroom management, network infrastructure requirements, device maintenance protocols, and procedures around rolling out technology to students. Aspire has codified best practices in a blended learning handbook and conducts professional development with teachers launching blended learning on the step-by-step process for launching technology in a classroom. Aspire also has a blended learning support position on staff to support the continued development of technology use at the Charter School and to help staff monitor instructional data coming from the programs.

**TRANSITIONAL KINDERGARTEN**

The Charter School shall comply with all applicable requirements regarding transitional kindergarten. Transitional kindergarten is an instructional program for students who are born after September 2nd and before December 2nd. It is intended to be an additional year of schooling, so that most students will attend kindergarten after a year at transitional kindergarten. The Charter School will offer a TK program in accordance with state guidelines. Aspire’s Instructional Methods provide sufficient flexibility for
the kindergarten program to be implemented at a developmentally appropriate level for students who are a few months younger. Transitional kindergartners attend a shortened day, but it must be at least 180 minutes. (Schools have the flexibility to allow individual students to stay longer under extenuating circumstances, but this should be the exception.)

**ANNUAL GOALS AND ACTIONS IN THE STATE PRIORITIES**

<table>
<thead>
<tr>
<th>LCFF STATE PRIORITIES</th>
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<tbody>
<tr>
<td><strong>GOAL #1</strong></td>
</tr>
<tr>
<td>Increase the proficiency of students by 5% in writing.</td>
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<td>☐ 1 ☒ 4 ☐ 7</td>
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<td>☐ 2 ☐ 5 ☐ 8</td>
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<td>☐ 3 ☐ 6</td>
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<tr>
<td>Local Priorities:</td>
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<td>☐:</td>
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**Specific Annual Actions to Achieve Goal**

Professional Development – teachers will receive differentiated professional development in Writers Workshop through coaching, and early release professional development.

Professional Development – all new teachers will receive the equivalent of 10 days per year of Aspire training including writing instruction.

**Expected Annual Measurable Outcomes**

**Outcome:** All students will score a 3 or 4 on the 4 point rubric.

**Metric/Method for Measuring:** Aspire Writing Assessment scores

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<tbody>
<tr>
<td>All Students (Schoolwide)</td>
<td>2015-16 Charter School Aspire Writing Assessment scores</td>
<td>5% more students will score proficient or above on the Aspire Writing Assessment</td>
<td>5% more students will score proficient or above on the Aspire Writing Assessment</td>
<td>5% more students will score proficient or above on the Aspire Writing Assessment</td>
<td>5% more students will score proficient or above on the Aspire Writing Assessment</td>
<td>5% more students will score proficient or above on the Aspire Writing Assessment</td>
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</table>

**GOAL #2**

Increase the % of students passing the Aspire Math Basic Skills Assessment in 5th grade by 5%.

Related State Priorities: ☐ 1 ☒ 4 ☐ 7
### Specific Annual Actions to Achieve Goal

Professional development in Stepping stones aligned with the CCSS for grades K-5.
Targeted intervention groups led by Instructional Assistants for Math basic skills.
Blended learning software implementation for all students in grades K-5.
Professional development of College Preparatory Math (CPM) for 6th grade instruction.

### Expected Annual Measurable Outcomes

**Outcome**: 90% of students will pass the Aspire Math Basic Skills Assessment

**Metric/Method for Measuring**: Aspire MBSA scores

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<tbody>
<tr>
<td>All Students (Schoolwide)</td>
<td>2015-16</td>
<td>5% more</td>
<td>5% more</td>
<td>5% more</td>
<td>5% more</td>
<td>5% more</td>
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<tr>
<td>Charter School Aspire MBSA</td>
<td>Charter</td>
<td>students will score proficient or above on the Aspire Math Basic Skills Assessment until 90% is reached.</td>
<td>students will score proficient or above on the Aspire Math Basic Skills Assessment until 90% is reached.</td>
<td>students will score proficient or above on the Aspire Math Basic Skills Assessment until 90% is reached.</td>
<td>students will score proficient or above on the Aspire Math Basic Skills Assessment until 90% is reached.</td>
<td>students will score proficient or above on the Aspire Math Basic Skills Assessment until 90% is reached.</td>
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### GOAL #3

**Students in all grades will complete 3 interdisciplinary units on a single topic.**

**Related State Priorities**:

- 1
- 2
- 3

**Local Priorities**:

- 

### Specific Annual Actions to Achieve Goal

Teachers will revise units based on professional development support from coaches.
Model units, which are created by the Instructional Coaching team, will be posted on U-Class with resources for implementing.

### Expected Annual Measurable Outcomes
**Outcome**: Students will receive instruction in an interdisciplinary manner. Students will complete three interdisciplinary units.

**Metric/Method for Measuring**: Interdisciplinary units completed, to be monitored by the Charter School Principal and Instructional Coaching team.

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<tbody>
<tr>
<td>All Students (Schoolwide)</td>
<td>2015-16 Number of interdisciplinary units completed</td>
<td>Students complete three interdisciplinary units.</td>
<td>Students complete three interdisciplinary units.</td>
<td>Students complete three interdisciplinary units.</td>
<td>Students complete three interdisciplinary units.</td>
<td>Students complete three interdisciplinary units.</td>
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**GOAL #4**

Attendance rate is at least 95%.

**Related State Priorities**:

- □ 1
- □ 2
- □ 3
- □ 4
- □ 5
- □ 6
- □ 7
- □ 8

**Local Priorities**:

- □:
- □:

**Specific Annual Actions to Achieve Goal**

- Students and families who miss more than three unexcused absences will receive additional communication and school support.
- Families will be notified sooner about truancies.

**Expected Annual Measurable Outcomes**

**Outcome**: Attendance rate for all subgroups will be 95% or higher.

**Metric/Method for Measuring**: ADA

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<tbody>
<tr>
<td>All Students (Schoolwide)</td>
<td>2015-16 attendance rates</td>
<td>95% attendance rate</td>
<td>95% attendance rate</td>
<td>95% attendance rate</td>
<td>95% attendance rate</td>
<td>95% attendance rate</td>
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</table>

**GOAL #5**

All students are taught by appropriately credentialed teachers.

**Related State Priorities**:

- X 1
- □ 2
- □ 3
- □ 4
- □ 5
- □ 6
- □ 7
- □ 8

**Local Priorities**:

- □:
- □:
### Specific Annual Actions to Achieve Goal

Continue to hire only highly qualified teachers

### Expected Annual Measurable Outcomes

**Outcome:** 100% of teachers will be highly qualified per No Child Left Behind Act.

**Metric/Method for Measuring:** Teacher credential rate

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<tr>
<td>All Students (Schoolwide)</td>
<td>80% of students are taught by highly qualified personnel</td>
<td>85% of all students will be taught by highly qualified personnel</td>
<td>90% of all students will be taught by highly qualified personnel</td>
<td>All students will be taught by highly qualified personnel</td>
<td>All students will be taught by highly qualified personnel</td>
<td>All students will be taught by highly qualified personnel</td>
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### GOAL #6

All students have appropriate materials.

**Related State Priorities:**

- X 1
- □ 2
- □ 3

**Local Priorities:**

- □
- □

### Specific Annual Actions to Achieve Goal

Additional materials and text sets aligned with each thematic ELA unit will be purchased if needed. Mentor texts will be purchased for writer's workshop.

### Expected Annual Measurable Outcomes

**Outcome:** All pupils will have CA CCSS aligned ELA, Math, and Science text sets.

**Metric/Method for Measuring:** % of students with standards-aligned materials

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<tr>
<td>All Students (Schoolwide)</td>
<td>2015-16 instructional materials</td>
<td>All pupils will have CA CCSS aligned ELA text sets.</td>
<td>All pupils will have NGSS aligned texts.</td>
<td>All pupils will have all aligned text sets.</td>
<td>All pupils will have all aligned text sets.</td>
<td>All pupils will have all aligned text sets.</td>
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</table>

### GOAL #7

All students attend school in a safe facility conducive to learning.

**Related State Priorities:**

- X 1
- □ 2
- □ 3
Human Resources will help refine the job expectations and performance of the building managers, who manage the school’s facility and safety.

### Expected Annual Measurable Outcomes

**Outcome:** School facilities will be maintained and in good repair as measured by our facilities department.

**Metric/Method for Measuring:** School facilities in good repair

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<tr>
<td>All Students (Schoolwide)</td>
<td>2015-16 facilities</td>
<td>5% of school budget will be appropriated for upkeep of the building</td>
<td>5% of school budget will be appropriated for upkeep of the building</td>
<td>5% of school budget will be appropriated for upkeep of the building</td>
<td>5% of school budget will be appropriated for upkeep of the building</td>
<td>5% of school budget will be appropriated for upkeep of the building</td>
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### GOAL #8

All teachers will receive professional development on implementing the California Common Core State Standards and the ELD standards and 100% of teachers will attend 16 hours of professional development at a minimum annually on California Common Core State Standards including specialized segments for teaching the ELD standards.

**Related State Priorities:**

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**Local Priorities:**

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### Specific Annual Actions to Achieve Goal

Professional Development – Lead teachers will receive PD in EL development at the Lead Teacher Retreat in June facilitated by the Lead Content Coach in ELD assisted by other Instructional Coaches.

Digital Badges are a reflection of certification and mastery of modules that are focused on instruction for English Learners will be available for teacher to pilot.

### Expected Annual Measurable Outcomes

**Outcome:** English Learners will receive improved instruction (as shown by ratings on Aspire Instructional Rubric) aligned with their language levels as measured by the CELDT and ELPAC.

**Metric/Method for Measuring:** Hours of professional development

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</table>
English Language Learners

2015-16 alignment with CA CCSS

Instruction will be more effective in teaching the CA CCSS as measured by the AIR. English Learners will receive improved instruction aligned with their language levels as measured by the CELDT.

Expected Annual Measurable Outcomes

**Outcome**: Family satisfaction will increase 5% if below 90% in the previous year.

**Metric/Method for Measuring**: Family satisfaction survey

|---------------------------|----------|-----------|-----------|-----------|-----------|-----------|
Students will feel safer and more cared for at school based on the annual student survey.

Families will be more satisfied with the school’s academic program.

Family satisfaction will increase 5% if below 90% in previous year.

All Students (Schoolwide)  2015-16 family satisfaction survey results.

GOAL #10

Statewide assessments increase of students scoring proficient (SBAC, or any subsequent assessment as certified by SBE) and the Academic Performance Index (API) as amended. 5% increase each year after baseline on students scoring proficient school wide and for each subgroup

<table>
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<tr>
<th>Related State Priorities:</th>
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<tbody>
<tr>
<td>☐ 1</td>
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Specific Annual Actions to Achieve Goal

A plan will be made by the Principal and Area Superintendent for instructional changes based on the previous year SBAC results. The plan will include disaggregated data by FRL, ELs, foster youth, gender and ethnicity.

Expected Annual Measurable Outcomes

**Outcome:** Student scores on the SBAC in ELA and Math will increase 5% until at least 80%

**Metric/Method for Measuring:** SBAC assessment results

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</table>
All Students (Schoolwide)

Student scores on the SBAC in ELA and Math will increase 5% in all subgroups until reaching at least 80% proficient.

GOAL #11

Students who are English learners will increase their mastery of the English language.

Related State Priorities:

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Local Priorities:


Specific Annual Actions to Achieve Goal

Professional Development - Lead teachers will receive PD in EL development at the Lead Teacher Retreat in June. Professional development will include a focus on the areas which students are not succeeding in redesignation.

Intervention Support – All English learners identified through the RTI process will receive additional academic support

Expected Annual Measurable Outcomes

**Outcome**: At least 50% of ELs will show annual growth on the CELDT/ELPAC, as defined by Title III AMAO 1.

**Metric/Method for Measuring**: CELDT/ELPAC results

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### GOAL #12

**Continue keeping expulsion rate at 0%, by implementing restorative justice practices.**

If the % of students expelled increases, a plan will be created.

Professional development - teachers and staff members will receive professional development on Equity and Restorative practices.

### Specific Annual Actions to Achieve Goal

- **Related State Priorities:**
  - ☐ 1  ☐ 4  ☐ 7
  - ☐ 2  ☐ 5  ☐ 8
  - ☐ 3  ☑ 6

- **Local Priorities:**
  - ☐
  - ☐

### Expected Annual Measurable Outcomes

**Outcome:** No students will miss instruction due to expulsions

**Metric/Method for Measuring:** % of students with one or more expulsion annually

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<tbody>
<tr>
<td>English Language Learners</td>
<td></td>
<td>40</td>
<td>40</td>
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<tr>
<td>GOAL #13</td>
<td>Related State Priorities:</td>
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<tr>
<td>Reduce student suspensions in all subgroups until less than 1% of students receive one day of suspension.</td>
<td>☐ 1 ☐ 4 ☐ 7</td>
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<td>Local Priorities:</td>
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Specific Annual Actions to Achieve Goal

If the rate increases, a plan for intervention will be created. The intervention may include training on PBIS, social emotional learning or restorative justice.

Expected Annual Measurable Outcomes

**Outcome:** Less than 1% of students will receive one day of suspension

**Metric/Method for Measuring:** % of students suspended

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<tbody>
<tr>
<td>All Students (Schoolwide)</td>
<td>2015-16 suspension rates</td>
<td>Less than 1% of students will receive one day of suspension</td>
<td>Students will feel safer at school based on student survey.</td>
<td>Students will feel safer at school based on student survey.</td>
<td>Students will feel safer at school based on student survey.</td>
<td>Students will feel safer at school based on student survey.</td>
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</table>

GOAL #14

Students will spend 4 more hours a week than previous year

Related State Priorities:
on computers writing or receiving individualized instruction.

<table>
<thead>
<tr>
<th>Local Priorities:</th>
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<tbody>
<tr>
<td>☐ 1</td>
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<tr>
<td>☐ 4</td>
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<tr>
<td>☐ 7</td>
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<td>X 8</td>
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<td>☐ 3</td>
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Specific Annual Actions to Achieve Goal

Technology purchasing - 40 additional student devices were purchased for additional access or replacement for the 2015-16 school year and additional devices will be purchased each year.

Software currently being used will be reviewed for efficacy and if needed, new software will be identified and purchased.

Professional development on new software of technology initiatives based on teacher, parent and student feedback will be provided.

Expected Annual Measurable Outcomes

**Outcome:** Enough devices to create a 2:1 ratio will be purchased.

**Metric/Method for Measuring:** # of devices

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<tbody>
<tr>
<td>All Students (Schoolwide)</td>
<td>Minimum of 12 devices per classroom</td>
<td>Enough devices to create a 2:1 ratio will be purchased.</td>
<td>Students will receive four more hours a week on computers than previous year writing or receiving individualized instruction.</td>
<td>Enough devices to create a 2:1 ratio will be purchased.</td>
<td>Students will receive four more hours a week on computers than previous year writing or receiving individualized instruction.</td>
<td>Enough devices to create a 2:1 ratio will be purchased.</td>
</tr>
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</table>

GOAL #15

Teachers will be trained to implement the Next Generation Science Standards.

Related State Priorities:

| ☐ 1 | ☐ 4 | ☐ 7 |
| ☐ 2 | ☐ 5 | ☐ 8 |
| ☐ 3 | ☐ 6 |
Professional Development – Teachers will be able to attend regional professional development about the NGSS

<table>
<thead>
<tr>
<th>Expected Annual Measurable Outcomes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Outcome:</strong> Student scores on the Aspire internal science bench-marks will increase 5%.</td>
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<tr>
<td><strong>Metric/Method for Measuring:</strong> Aspire science interim assessments</td>
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<tbody>
<tr>
<td>All Students (Schoolwide)</td>
<td>2015-16 internal science bench-marks results</td>
<td>Students will receive science instruction aligned with the NGSS. Teachers will be more effective science educators, as measured by review of planning, observations using the AIR, and surveys conducted by Principal and science Instructional Coach.</td>
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**WASC Accreditation**

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

Aspire Juanita Tate Academy Charter Renewal Petition 2016-2021
MEETING THE NEEDS OF ALL STUDENTS

Students in Other Subgroups

ENGLISH LEARNERS

Charter School is required to timely identify potential English Learners (ELs) and provide them with an effective English language acquisition program that affords meaningful access to the Charter School’s academic core curriculum. Instructional plans for English Learners must be (1) based on sound educational theory; (2) adequately supported with trained teachers and appropriate materials and resources; and (3) periodically evaluated to make sure the program is successful and modified when the program is not successful.

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

- How English Learners’ needs will be identified
- What services will be offered
- How, where, and by whom the services will be provided
- How the 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 EL program assessment. 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 ensure that it will 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.

SUPPORT FOR ENGLISH LEARNERS
Aspire is committed to the success of its English Learner population, and supports will be offered both within academic classes and in supplemental settings for students who need additional support for English learning. The Charter School will meet all applicable legal requirements for English Learners (“EL”) as it pertains to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, re-classification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirement. The Charter School will implement policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents. The Charter School’s program for English Learners is research-based, supported by budget resources and professional development and evaluated regularly for efficiency and needed improvements. Aspire’s EL Master Plan can be found in Tab 8.

- **Home Language Survey**

  The Charter School will administer the home language survey upon a student’s initial enrollment into The Charter School (on enrollment forms). Spanish-speaking students in the country less than twelve months will be given the state’s Designated Primary Language Test (currently the Aprenda and CCSS-based Tests in Spanish) to determine the student’s academic proficiency when tested in his/her home language of Spanish.

- **CELDT/ELPAC Testing**

  All students who indicate that their home language is other than English will be tested with the California English Language Development Test (“CELDT”) or the English Language Proficiency Assessment for California (“ELPAC”) in 2016-2017 and beyond, or any new English Language Development test adopted by California within thirty days of initial enrollment\(^4\) and at least annually thereafter between July 1 and October 31st until re-designated as fluent English proficient.

  The Charter School will notify all parents of its responsibility for CELDT testing and of CELDT results within thirty days of receiving results from publisher. The CELDT shall be used to fulfill the requirements under the No Child Left Behind Act for annual English proficiency testing.

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\(^4\) The thirty-day requirement applies to students who are entering a California public school for the first time or for students who have not yet been CELDT tested. All other students who have indicated a home language other than English will continue with annual CELDT testing based upon the date last tested at the prior school of enrollment.
• Assessment of language proficiency using an objective assessment instrument including, but not limited to, the CELDT or ELPAC.

• Participation of the pupil’s classroom teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil’s curriculum mastery.

• Parental opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parents opportunity to participate, and encouragement of the participation of parents or guardians in the reclassification procedure including seeking their opinion and consultation during the reclassification process.

• Comparison of the pupil’s performance in basic skills against an empirically established range of performance and basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English based on the CELDT/ELPAC.

Strategies for English Learner Instruction and Intervention
To meet the needs of English learners, Aspire has added a number of bilingual teaching strategies to its core program, including Specially Designed Academic Instruction in English (SDAIE). Specifically, those strategies include:

• realia (real objects and materials)
• manipulatives (drawings, posters, brainstorming-clusters, graphs, tables, maps, props, multimedia presentations, storyboards, storymaps)
• visuals (study-prints, text book illustrations, overheads-projected prints, reproductions of paintings and documents, and documents)
• graphic organizers (matrices, Venn diagrams and webs)
• planned opportunities for interaction between all individuals in the classrooms (creating a skit and acting it out, cooperative learning, collaborative groups and student-generated writing based on personal experience)

All teachers will be given professional development in teaching English Learners in their appropriate content areas, including having the opportunity to participate in Guided Language Acquisition Development (GLAD) training. The newly adopted English Language Development Standards will be mapped to Aspire’s Instructional Methods.
Designated English Development

English Learners also need support in how English works. This instruction will take place through daily lessons in the English Language Development. The purpose of this instruction is to develop English language proficiency as rapidly and effectively as possible.

Self-contained classroom teachers will use the California English Language Development Standards (2012), as well as the Imagine It! English Language Development curriculum to guide them in planning their ELD lessons. This curriculum will be updated when the Department of Education releases a list of recommended ELD instructional materials. Additionally, our youngest students who will simultaneously be learning English while learning to read and write will have extensive oral language experiences to assist in development of both skills. Teachers will use the Student Oral Language Observation Matrix to measure progress and plan lessons to move students in their development. Once more assessments aligned with the 2012 standards are available, this is assessment tool may change.

Long Term English Learners

Long term English learners require more intensive services as they function well socially in English. In order to meet the needs of these learners, Aspire has created dashboards to make identification of long term English learners easier for teachers. A screen shot from our data portal is below.

Once identified, teachers make significant adjustments in their instruction. These strategies identified as being effective for long term English Learners include:

Aspire Juanita Tate Academy Charter Renewal Petition 2016-2021
- Specialized small group instruction or separate classes for long term English learners
- Explicit language and literacy development across the curriculum
- A flexible RtI process that makes sure students are progressing or getting additional supports

The School’s use of achievement data will also drive the instruction and professional development as it relates to English Learners. These systems include analysis for Long Term English Learners and reclassified students. The school will analyze the achievement data of each subgroup, and continue to assess the students through teacher-designed assessments and Aspire’s benchmark assessments. The results from the California Standards Test or Smarter Balance Assessment Consortium may also be reviewed with the Advisory School Council which would then have input into the plan for supporting English Learners. Services for English Learners will be revised based on internal and external student achievement measures.

**Ongoing Assessment of EL Students**

The School’s use of achievement data will also drive the instruction and professional development as it relates to English Learners. These systems include analysis for Long Term English Learners and reclassified students. The school will analyze the achievement data of each subgroup, and continue to assess the students through teacher-designed assessments and Aspire’s benchmark assessments. The results from the California Standards Test or Smarter Balance Assessment Consortium may also be reviewed with the Advisory School Council which would then have input into the plan for supporting English Learners. Services for English Learners will be revised based on internal and external student achievement measures.

**Monitoring and Evaluation of Program Effectiveness**

The evaluation for the program effectiveness for ELs in The Charter School will include:

- Adhere to School-adopted academic benchmarks by language proficiency level and years in program to determine adequate yearly progress.
- Monitoring of teacher qualifications and the use of appropriate instructional strategies based on program design.
- Monitoring of student identification and placement.
- Monitoring of parental program choice options.
- Monitoring of availability of adequate resources.
Monitoring of Professional Development and Implementation of English Language Development Strategies

Teachers receive ongoing professional development on serving English Learners in many ways.

1. Teachers new to Aspire receive a week of professional development that includes English Learner strategies in the content area as well as the English Language Development standards.
2. All teachers in their first two years of teaching receive Induction support which includes a module on teaching English Learners.
3. Each school has devoted time on Fridays for professional development. At least two of these are devoted to strategies for teaching English Learners.
4. New teachers receive ongoing coaching from an instructional coach trained in teaching English Learners.

The implementation of these strategies is done through formal and informal lesson plan reviews and instructional observations. Teachers receive at least two informal and one formal observation based on the Aspire Instructional Rubric. This rubric specifically identifies the needs of subgroups such as English Learners by specifically addressing in lesson planning in indicators:

- 1.2A Designing and sequencing of learning opportunities
- 1.2B Creating cognitively engaging learning experiences for students
- 1.3A Lesson design guided by data
- 1.4A Knowledge of subject matter to identify pre-requisite knowledge skills

Observations in the classroom require differentiation specifically listed in:

- 3.2A Executes lesson cycle
- 3.4A checking for understanding and adjusting instruction

Scores on these indicators inform a principal, Area Superintendent and teacher on their success in meeting the needs of English Learners and the strategies taught during professional development.

SUPPORT FOR ALL STUDENTS

Highly Qualified Teachers

At the center of the educational program are the teachers. The faculty will consist of well-prepared, highly-qualified and certified teachers. All core teachers and paraprofessionals will meet the requirements of the Elementary and Secondary Education Act and NCLB. Professional development and teacher collaboration will be scheduled on a regular and on-going basis to support teachers throughout their career. In establishing a professional teaching environment, Aspire will ensure collaborative planning time for teachers to design student focused curriculum, pedagogy and
assessment through which students can make connections, deepen their understanding of concepts and achieve at high levels.

Aspire has a robust program for recruiting teachers who are aligned with our instructional program. The heart of this program is our Aspire Teacher Residency program. This program takes 20-30 students who have a Bachelor’s degree and provides a year-long training program in a mentor teacher’s classroom, classes and a Master’s degree from the University of the Pacific. In exchange the teacher commits to three years of teaching at an Aspire school. More traditional recruitment tools such as recruitment fairs, online advertising and bonuses for finding talented teachers are also used.

_Schoolwide Professional Development_

Professional development is provided during the summer for all new teachers, every Friday (early dismissal) for the whole staff and 2-3 regional days. The school focuses on one or two goals for the year and provides professional development to reach that goal.

Goal #1: Increase writing proficiency

Friday Professional Development Topics:
- Providing feedback to students
- Effective management of the writing conference
- Planning for writing in all genres
- Using data to inform writing instruction
- Developing writing stamina

Regional Professional Development Topics:
- Teaching a new genre in writing – grade level specific
- Helping students assess their own writing

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<th>Professional Development Sessions</th>
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<tr>
<td>Common Core Institute</td>
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<td>Los Angeles Region-wide Professional Development</td>
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<td>Blended Learning Handbook Training</td>
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<tr>
<td>Growing Educators Writing Workshop</td>
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<tr>
<td>Blended Learning Software Training on software programs (myon, iready, Dreambox)</td>
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<tr>
<td>New Teacher Training Follow up Professional Development #1</td>
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<td>------------------------------------------------------------</td>
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<tr>
<td>Firestone staff culture and student climate</td>
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<tr>
<td>Growing Educators Writing Workshop</td>
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<tr>
<td>New Teacher Training Follow up Professional Development #2</td>
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<tr>
<td>Project GLAD (Guided Language Acquisition Design) Training</td>
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<tr>
<td>Growing Educators Writing Workshop</td>
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<td>Project GLAD (Guided Language Acquisition Design) Training</td>
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<td>Project GLAD (Guided Language Acquisition Design) Training</td>
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<tr>
<td>Growing Educators Writer’s Workshop</td>
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<tr>
<td>Project GLAD (Guided Language Acquisition Design) Training</td>
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<tr>
<td>Growing Educators Writer’s Workshop</td>
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**Personalized Learning Plans**

The Charter School will create and maintain a Personalized Learning Plan (PLP) for each student. Created by the classroom teacher with guidance from the previous year’s teacher as well as other adults who interact with the student, the PLP will provide the teacher, parents and student with a common understanding of the student’s learning style and objectives; all parties may then act based on that understanding. A new PLP is created each year based upon the student’s progress towards the goals. During Student-
Led Conferences, the teacher, parent and student will discuss the student’s learning strengths and weaknesses, and set goals for the next semester. By working closely with each student and family to develop an appropriate PLP, The Charter School will be able to respond to the needs of every individual student, including those who are achieving above or below expected levels. This allows all students to receive the appropriate interventions, if needed, provided by The Charter School through its system of instruction and support, including in-school, after-school, specialized classroom instruction, or positive behavior supports. Aspire’s high standards for learning, comprehensive interventions, and rigorous caring provided to all students can be personalized in the PLP. In addition to other supports, the PLP guides The Charter School in providing appropriate general education strategies to ensure the progress of students with unique learning needs, those served by 504 plans as required by law, English Learners, Homeless or Foster Youth, and students achieving substantially above or below grade level expectation.

**STUDENTS ACHIEVING BELOW GRADE LEVEL**

Aspire sets high expectations for all students and is committed to working with students who are not meeting outcomes to help them achieve at expected levels. Students who perform below the acceptable level may receive a mix of intervention services, including: in-class individual targeted instruction by classroom teachers; in-class small-group guided learning by classroom teachers; before- or after-school instructional support provided by non-classroom educators in a one-on-one setting or in small groups; participation in a specialized support class taught by a literacy specialist or other educator. Instructional materials selected for intervention services are grounded in proven best practices, may be designed by the educator, or may be a research-based program such as READ 180.

Students targeted for additional instructional support or intervention will include, but are not limited to, students who, through universal screening or other assessment, meet the following criteria:

<table>
<thead>
<tr>
<th>Assessment</th>
<th>Criteria For Additional Intervention</th>
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<tbody>
<tr>
<td>CCSS Assessment – ELA or Math</td>
<td>Far Below Basic, Below Basic, Basic</td>
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<tr>
<td>Developmental Reading Assessment (DRA)</td>
<td>Below grade level</td>
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<tr>
<td>Parent Recommendation</td>
<td>Any</td>
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<tr>
<td>Teacher Recommendation</td>
<td>Any</td>
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</table>

Aspire utilizes the Response to Intervention framework (RtI) of tiered intervention to ensure that students below grade level, or students achieving below expected levels of performance, receive additional instruction or intervention to ensure progress towards expected levels. Through the systematic RtI process of weekly review...
of student progress, schools are universal in assessing students’ academic, behavioral and socio-emotional development needs, and proactive in providing students with appropriate timely, targeted and effective research-based interventions. Systematic progress monitoring of results of instruction or intervention, which is initiated by the teacher and then overseen by a group of teachers that makes up the RtI team, guides decision-making about the intervention’s success and student’s next step.

Aspire strives to offer a comprehensive approach to assessing, supporting and monitoring the progress of all students towards grade level and College Readiness outcomes. The RtI framework encourages an inclusive, flexible learning environment, encompassing and extending Aspire’s data driven, student-focused approach to instruction. Aspire educators are encouraged to deepen coordination of instruction across all learning environments, including our grade level or core classrooms, intervention programs, specialized educational services and non-academic services.

**SOCIO-ECONOMICALLY DISADVANTAGED / LOW-INCOME STUDENTS**

The school seeks to serve students who are socio-economically disadvantaged and low income, so the school was designed to create small communities where students are known well. By having a small school and small classes our students and their individual needs are known well. Socio-Economically Disadvantaged students are typically identified by qualification for Free or Reduced Price Meals. Qualification for this program is monitored on an annual basis.

As a subgroup of students, our data portal breaks down almost all reports on attendance, assessments, and behavior data by this subgroup in order for us to monitor these students progress. A screenshot of just one assessment is below:
The needs of individual students or groups of these students would be identified and discussed at grade level Cycles of Inquiry and the school-wide RtI team. The RtI lead or the classroom teacher would be responsible for making sure supports were implemented. At a minimum, supports include:

- Social emotional counseling during school
- Additional academic help during school and after school
- Involvement of the parent/guardian
- Enrichment after school
- Connections with community agencies made by our Regional Student Support Coordinator for families and students

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

Interdisciplinary units and final cumulative projects are aligned with all of the program recommendations for gifted learners. These projects allow high performing students to go a deep into a topic until they are challenged. It allows a natural source of differentiation.

The Charter School offers a Gifted and Talented Education (GATE) program to those who are formally identified as accelerated learners. The Charter School assesses students in fourth or fifth grade for GATE annually, and it notifies parents of student eligibility. The Charter School sends teachers to training each year, and GATE students participate in additional projects, activities, field trips, and academic opportunities, both within and outside of the regular school day and year.
Please see below for the Charter School’s GATE referral process which follows the LAUSD process.

Because Aspire’s Instructional Methods are designed to differentiate and individualize instruction for students at different levels, students achieving above grade level can be effectively served at The Charter School. For instance, the instruction during English Language Arts allows students to be reading at their own instructional level. One student reading at grade level can sit next to another student doing the same activity at three grade levels higher. Small class sizes also aid in differentiation of instruction because classroom teachers understand each individual student’s needs. The variety of instructional techniques and materials provided in Aspire’s program are cited as important features by the National Association for Gifted Children in the Gifted Educational Program Standards. Finally, any student achieving above grade level can be accelerated to a higher grade level at the discretion of the parent and principal.

**STUDENTS WITH DISABILITIES**

**Federal Law Compliance**

---

5 Gifted Education Program Standards, National Association for Gifted Children.
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.

**Public School Choice Service Plan for Students with Disabilities**

In accordance with the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973, Charter School agrees to sign the Public School Choice Service Plan for Students with Disabilities Assurance Form (“Assurance Form”). The Assurance Form assures that the awarded PSC Charter School will abide by the conditions and requirements of the *Chanda Smith* Modified Consent Decree. Signing the Assurance Form also assures that Charter School, which has been selected to operate a PSC school, agrees to use positive behavioral interventions and supports to address the learning and behavioral needs of students with disabilities in accordance with the federal Individuals with Disabilities Education Act (IDEA) (20 U.S.C. Sec. 1400 et seq.) and to comply with the District’s Discipline Foundation Policy. Charter School, selected to operate a PSC school, further agrees to protect the rights of students with disabilities and their parents or guardians relative to 1) prior notice and consent, 2) access to records 3) confidentiality, and 4) due process procedures. Charter School will maintain a written description of the annual notification process used to inform parents/guardians of the policies regarding Nondiscrimination (Title 5 CCR 4960 (a)), Sexual Harassment (EC 231.5 (a) (b) (c), Title IX Student Grievance Procedure (Title IX 106.8 (a) (d) and 106.9 (a)) and Uniform Complaint Procedures (Title 5, CCR 4600-4671). Procedures must include a description of how Charter School will respond to complaints and how the District will be notified of complaints and subsequent investigations. Furthermore, Charter School agrees to participate in the Los Angeles Unified School District’s Special Education Local Plan Area (SELPA), as required by all public schools formed or approved by the District.

**Special Education Program**

Charter schools must ensure that no student otherwise eligible to enroll in their charter school will be denied enrollment due to a disability or to the charter school’s inability to provide necessary services. Policies and procedures are in place to ensure the recruitment, enrollment and retention of students with disabilities at charter schools.

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

**SELPA Reorganization**

The Los Angeles Unified School District is approved to operate as a single-District SELPA under the provisions of Education Code section 56195.1(a) and intends to continue operating as a single-District SELPA as in the current structure but has created two 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 but will function in a similar role in that each charter school will be responsible for all special education issues including services, placement, due process, related services, special education classes, and special education supports. Charter schools may apply for membership in the Charter-operated Program section of the SELPA. These schools will receive support from a Special Education Director for the Charter-operated Programs.

**Compliance with Child Find Activities: Conversion and Public School Choice (PSC) Schools**

District-authorized conversion and PSC charter schools must conduct Child Find activities for students residing in their pre-charter and/or PSC attendance areas (including private school students), so that students who have or are suspected of having a disability and needing special education and related services are appropriately identified and, if necessary, referred for evaluation in accordance with state and federal law. Conversion and PSC charter schools must distribute the District’s brochure, “Are You Puzzled by Your Child’s Special Needs,” prominently display the Parent Resource Network poster, and use other District materials to address the search and serve requirement of the law (e.g., “The IEP and You”).

**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 schools are made on a regular basis. The
requested data must be submitted in the Office of the Independent Monitor’s (“OIM”) required format in accordance with the OIM’s required timelines and as follows:

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

- **Statewide Assessment Data (Including Charter Schools)**
  
  The usual file including District ID.

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

- **CBEDS (Including Charter Schools)**
  
  All Students enrolled as of December 1 of each school year

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

- **Dropout (Including Charter Schools)**
  
  District ID, CSIS ID, last name, first name, middle name, date of birth, grade, last location, school name and local district

- **Monthly SESAC and Suspension data (Including Charter Schools)**

- **Graduation roster from all LAUSD schools (Including Charter Schools) with 12th grade SWD**

The MCD requires Charter Schools to implement the District’s integrated student information system which is 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 in compliance with the requirements of the MCD and applicable timelines and upon the release of Milestone 8 which includes the final set of functionalities required to comply with the MCD. Upon charter school full utilization of MiSiS, the list of required data above will automatically be captured within MiSiS.

**SUPPORT FOR STUDENTS WITH DISABILITIES**

*Section 504 of the Rehabilitation Act*
The Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of The Charter School. Any student, who has an objectively identified disability which substantially limits a major life activity including but not limited to learning, is eligible for accommodation by The Charter School.

A 504 team will be assembled by the Principal and shall include the parent/guardian, the student (where appropriate) and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team will review the student’s existing records; including academic, social and behavioral records, and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEIA but found ineligible for special education instruction or related services under the IDEIA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team, which will evaluate the nature of the student’s disability and the impact upon the student’s education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.

- Tests and other evaluation materials including those tailored to assess specific areas of educational need, and not merely those which are designed to provide a single general intelligence quotient.

- Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student’s aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student’s impaired sensory, manual or speaking skills.

The final determination of whether the student will or will not be identified as a person with a disability is made by the 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language along with the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEIA, a referral for assessment under the IDEIA will be made by the 504 team.

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives a free and appropriate public education (“FAPE”). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of
sources, including, but not limited to, assessments conducted by The Charter School’s professional staff.

The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary.

All 504 team participants, parents, guardians, teachers and any other participants in the student’s education, including substitutes and tutors, must have a copy of each student’s 504 Plan. The site administrator will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she review the 504 Plan with a long-term substitute. A copy of the 504 Plan shall be maintained in the student’s file. Each student’s 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

**Services for Students under the IDEA**

In accordance with state and federal law, each student eligible under IDEA will be provided a free appropriate education in the least restrictive environment. No student shall be denied admission to The Charter School because he or she is in need of special education services. Aspire is dedicated to ensuring that identified special education students shall be enrolled in the general education classroom setting along with their non-disabled peers and shall have access to participate in extra-curricular activities the same as their non-disabled peers.

Aspire’s education program is characterized by inclusive systems which will support students with special education needs. The decisions regarding specialized academic and related services each student will receive are the responsibility of the Individualized Education Team, which includes the involvement of parents in decision-making and developing the written Individualized Education Plan (IEP).

In the IEP process, general education teachers, specialists, administrators, students, and parents work together to share information and create the Individualized Education Plan that addresses the student’s unique learning needs and specific requirements related to the student’s disability. The IEP may include specialized academic instruction, related services, classroom accommodations or specific supports which will enable a student to progress towards learning or behavioral goals in the least restrictive environment.

The professional development of all Aspire teachers focuses on differentiating the curriculum, employing varied instructional strategies, and utilizing technologies or other resources to ensure that each and every child in the classroom has access to learning, regardless of disability or need. Multiple measures assess student’s progress towards their IEP goals, grade level outcomes based on the CCSS, or Aspire College Readiness outcomes.
Aspire’s educational program includes systems of intervention, as well as differentiated instructional strategies to meet the diverse learning needs of all students. All incoming students participate in assessments in the areas of English Language Arts and Mathematics to assist in identification of student learning needs and provision of appropriate instructional supports for all students, including English Language Learners, or students with disabilities. Other measures used to assist with creating teacher interventions or differentiating instruction for all students include:

- Smarter Balance Assessment Consortium assessments
- CELDT
- Curriculum-based Benchmark Assessments
- Teacher observation and interview

The identification process for students who would be eligible for special education services under IDEA begins when students have been accepted through the enrollment lottery and enrolled in The Charter School. Through the process of “Child Find,” each school fulfills the obligation of locating, evaluating, and identifying children with disabilities who may be in need of special education. The Student Success Team serves parents, students and staff to address student needs and to initiate the referral process, if appropriate, for special education or other services.

Specialized Academic Instruction and Related Services will be provided to students as determined in their Individual Education Plan. To support inclusive classroom practices, flexible learning options or environments, such as a Learning Center, will be provided for students with specific accommodations or modifications to their learning program as determined in their IEP. These options will also serve general education students with intensive academic or behavioral support needs as determined through the charter school’s Response to Intervention system.

A comprehensive Aspire Special Education Professional Development plan shall be developed with site team input to provide ongoing learning opportunities and support to special education staff, and build the capacity of the site team in meeting compliance with state and federal statutes and reporting requirements. Professional development will be provided about promising practices that support the specialized learning needs of students with disabilities in the least restrictive environment, including: universal design for learning, models of collaboration and the unique needs of the secondary learner, including post-secondary transition. Each staff member’s Professional Learning Plan (PLP) will reflect our Aspire shared responsibility for student progress and site special education needs, as well as differentiated opportunities to address individual professional development needs, including the opportunity to participate in the Aspire Induction Program for the Education Specialist Credential. Professional development opportunities will include those offered in collaboration with other Aspire schools and other organizations with researched based practices that support students with disabilities.
For the purposes of special education, The Charter School shall participate as a member of the District and shall assume responsibility for the provision of services and meeting all local, state and Federal requirements of IDEA. As such, the special education resources, services, fees or requirements will be defined in the Memorandum of Understanding (MOU) between the District and the Charter.

LEA Assurances
The Charter School makes the following assurances:

- **Free Appropriate Public Education (FAPE)**-The Charter School will assure that a free appropriate public education shall be provided to all enrolled students including children with disabilities who have been suspended or expelled from school.

- **Child Find**-The Charter School will assure that all students with disabilities are identified.

- **Full Educational Opportunity**-The Charter School will assure that all students with disabilities have access to the full range of programs available to non-disabled students.

- **Least Restrictive Environment (LRE)**-The Charter School will assure that students with disabilities are educated with students who are not disabled to the maximum extent appropriate. This will be addressed through the use of supplementary aids, supports and services in the general education environment.

- **Individualized Education Program (IEP)**-The Charter School will assure that an Individualized Education Plan is developed, reviewed and revised for each child who is eligible.

- **Assessments**-The Charter School will assure that an IEP review shall be conducted on an annual basis at a minimum. In addition, a reassessment shall be conducted at least once every three years and more often if conditions warrant or if requested by the student’s parents or teacher, to determine continued eligibility and needs.

- **Confidentiality and Procedural Safeguards**-The Charter School will assure that the confidentiality of identifiable data shall be protected at collection, storage, disclosure and destruction. In addition, students and their parents shall be provided with safeguards through the identification, evaluation and placement process and provisions for a Free Appropriate Public Education.
• Personnel Standards-The Charter School will assure that good faith efforts will be made to attract, recruit and hire appropriately trained and credentialed personnel to provide special education services to eligible children with disabilities.

• State Assessments-The Charter School will assure that students with disabilities are included in State assessment programs with appropriate accommodations and modifications when necessary and appropriate.

The Charter School shall comply with all requirements of the Federal Individuals with Disabilities in Education Act (IDEA), State laws and the LAUSD Charter SELPA Local Plan, and perform all corrective actions deemed necessary by Aspire Public Schools, the Charter SELPA and or CDE. The Aspire Director of Special Education will involve the Principal, Office/Business Manager, Area Superintendent, and Lead Teachers in the development of the budget, hiring necessary staff, contracting for appropriate services and documenting the qualifications and competency of school leadership to meet the special education compliance and quality requirements. A Program Specialist shall be assigned to support The Charter School and to provide coaching support to the site special education team to ensure that all requirements of IDEA are met, and each child is well served.

A comprehensive Aspire Special Education Professional Development plan shall be developed with site team input to provide ongoing learning opportunities and support to special education staff, and build the capacity of the site team in meeting compliance with state and federal statutes and reporting requirements. Professional development will be provided about promising practices that support the specialized learning needs of students with disabilities in the least restrictive environment, including: universal design for learning, models of collaboration and the unique needs of the secondary learner, including post-secondary transition. Each staff member’s Professional Learning Plan (PLP) will reflect our Aspire shared responsibility for student progress and site special education needs, as well as differentiated opportunities to address individual professional development needs, including the opportunity to participate in the Aspire Induction Program for the Education Specialist Credential. Professional development opportunities will include those offered in collaboration with other Aspire schools, the Charter SELPA, and other organizations with researched based practices that support students with disabilities.

A TYPICAL DAY

At 7:20am, you arrive at your school. You immediately get breakfast and when you are done eating breakfast you go to the field with your friends for Walking Club. You walk around the field as many times as you can, and you receive credit from your P.E. coach on your punch card.
At 7:55am, the bell rings, and it is time for the all-school morning assembly. You immediately line up in your class line and stand respectfully and quietly, keeping your hands to yourself and maintain good posture. Your principal greets the school, and you do the Pledge of Allegiance. The class president then makes some important announcements, and the counselor gives out awards for last month’s perfect attendance. The whole school then does the school and college cheers with pride! After the cheers, you walk with your teacher to your classroom.

As you arrive in your classroom at 8:30 am, you are happy to see a math “Do Now” on the white board. You immediately begin solving the review problem and the word problem while the teacher collects homework and takes attendance. After you finish, you review the College Objectives on the board to see what you will be learning today to help you succeed in college.

It is time for your favorite subject – math. After reviewing the Do Now from the morning, the teacher puts a ratio on the board and has every partner group convert it to a fraction, decimal and percent. Your group has worked together before, so there is not much disagreement. When the group gets stuck on the percentage, the teacher comes over and completes a similar problem on the white board. The group then solves the problem and comes out with the same answer.

At 9:55 am, your class does a college walk to the playground, and you take a break. You notice that the campus monitors have organized a few games. You can’t seem to decide between the soccer tournament or a handball game. As soon as you decide to play soccer, you remember that there is a junior librarian meeting in the library with Ms. Novak. You quickly begin heading over to the library.

At 10:15 am, you walk in line to the classroom and get ready for science. The science teacher is already there with her cart and a cool experiment that she is going to show you. You are so excited to see what she will do! You take out your science notebook as soon as you take your seat, and you sit in SLANT.

At 11:05 am, you do some quick practice with the teacher on subject-verb agreement and work quickly through your independent practice. After you have checked your answers, you pull out your writing folder and start working on your butterfly research paper. When you get stuck on how to organize your notes, you sign up for a conference with the teacher.

During lunch at 12:00 pm, you eat with your friends and after you eat, you help the younger students sort out the recycling. You then go look at the Aspire Youth Board announcements and notice that Coach Blanco is holding tryouts for Track and Field. You run to the field, because you want to make the team again. Last year you came in second, place and this year you are determined to be in first! After tryouts, one of the campus monitors blows the whistle. You go get water, and you quickly walk back to line.
As you’re in line, the campus monitor rewards your class with a green card, for working together as a team and waiting patiently for your teacher. Your teacher sees the green card and tells you how proud she is of your class. You only need one more green card to get extra PE on Friday!

As you walk in to class you get your reading materials ready. Your reading group starts at 1:10 pm. You move back to the back table with the other students who are reading the same leveled book as you. Today the teacher is asking for evidence that the main character made the right decision. You scour the text and politely disagree with someone in your group as your quote contradicts her opinion. Once you have received your next assignment, you move onto the computers. You sign in and start working on the blended learning program called IReady. You have made so much progress in the last few days and you are excited to keep improving levels.

At 2:00 pm you begin your rotation for Math Blended Learning. At 2:30 you meet with your teacher at the rug to go over your math mini lesson that day.

At 3:00 pm, you pack up your backpack and walk to the After School Program with your sister. After eating a snack and reading a book, you decide to work on your math homework with the tutor. When you get stuck, you get permission to walk back to your classroom and ask the teacher. She helps you and you finish in time to do a science experiment with your friends.

At 6:00 pm, you head home to finish up any remaining homework, enjoy some family time, and get a good night’s sleep to be prepared for the next school day.
Element 2: Measurable Pupil Outcomes

Element 3: Methods 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)).

An Aspire education provides students with access to opportunities for success in future endeavors – in higher education, work, and citizenship. Through personalized learning experiences, students master basic skills, acquire the thinking skills needed for the rigorous work of the real world, and develop productive life skills. Aspire’s educational program is designed to help all of its students to develop the following measurable pupil outcomes:

To establish a foundation for success, Aspire ensures students will:

- **Basic Skills**: Master at least grade level competency in the four core subjects: mathematics, science, social studies, and English Language Arts (including reading, writing, listening and speaking);

- **Thinking Skills**: Be able to apply classroom learning to their real world experiences in a relevant and valuable way, using higher-order thinking skills (including critical thinking, creativity, decision-making, problem solving, reasoning, knowing how to learn); and

- **Life Skills**: Have developed personal qualities of individual responsibility, intellectual curiosity, sociability, self-management, confidence, and integrity.6

Aspire sets high standards for all students, based on CCSS, Newmann’s Standards for Authentic Instruction and Assessment, and the Secretary’s Commission 6 Based on important workplace skills as determined by the U.S. Department of Labor Secretary’s Commission on Achieving Necessary Skills (SCANS), Learning a Living: A Blueprint for High Performance. April, 1992.
on Achieving Necessary Skills (SCANS). In addition, each student has a Personal Learning Plan (PLP), developed in collaboration with his/her teacher and parent(s) that outlines the student’s specific learning goals each semester. Students will participate in the legally required statewide assessments pursuant to Education Code Section 47605(c). Through these assessments, Aspire shall demonstrate student mastery of state standards.

Aspire’s academic program is CA CCSS-based and data driven. The Common Core State Standards, Next Generation Science Standards and multiple sources of data form the basis of the Charter School’s teachings. Performance assessments will be evaluated with the use of common benchmarks and rubrics and will be analyzed on a monthly to quarterly to help drive the Charter School’s educational program. The rubrics will be used to inform students and parents about the standards for student work. Both teachers and students will use the rubric to score the work and make improvements. Rubrics used throughout the year will show growth over time.

OUTCOMES AND METHODS OF MEASUREMENT ALIGNED TO STATE PRIORITIES

Please see Element 1 for the outcomes and methods of measurement aligned to state priorities. This is captured in the “Annual Goals and Actions in the State Priorities” section.

COLLECTING, ANALYZING, AND REPORTING DATA

Aspire will collect and analyze data on student achievement on an ongoing basis when new data becomes available and will provide student achievement data to staff, parents and guardians, and the District:

- Staff will receive data on student achievement during staff meetings using the Data Portal and will use this data to help monitor and improve Aspire’s education program;

- The Principal and other administrators will receive data on The Charter School’s student achievement, attendance, and discipline using Aspire’s Admin Data Portal and Principal Operational Dashboard;

- Parents and guardians will receive data on student achievement when they meet with their child’s teacher to develop, modify, or review their child’s PLP; and

- The District will receive data on student achievement through School reports and/or presentations.

Aspire uses the State Testing and Assessment Reports to assist in identifying strengths and weaknesses at a student, classroom, grade level, school and organization.
Additionally, the SABE/2 and the California Physical Fitness test will be administered and used to inform The Charter School program. Every summer each school will have a staff retreat where the data will be analyzed. School wide plans for professional development will be based on these plans.

Aspire uses many in-house assessments which inform daily instruction. Aspire utilizes three assessments to provide benchmarks of a student’s progress towards meeting the state standards in reading, writing, and math.

If any student is not making sufficient progress to meet the benchmarks created by Aspire, teachers, parents or administrators begin a Student Success Team. From this meeting an action plan is created to support the student.

Annually, the status of The Charter School will be reported using a School Health Dashboard. This tool allows Aspire’s Senior Leadership Team, which consists of the Area Superintendents, Chief Academic Officer, Chief Executive Officer, Chief Financial Officer, Chief People Office, Vice President of Operations, and Vice President of Advancement, to evaluate a school on more than one facet. At the beginning of the year, the dashboard will help the Senior Leadership Team identify schools that require more focused attention and support. On an on-going basis, this dashboard will also be used to monitor progress of schools on a monthly basis. Specifically, the dashboard reports on:

- Student achievement: Academic Performance Index, course grades, behavior, and internal benchmark scores;
- Affiliation: results on the staff, parent, and student surveys, teacher retention; and
- Financial: actual versus budget and forecast; average daily attendance.

**Reading Assessment**

In grades K-6, the Developmental Reading Assessment (DRA) is used to benchmark students reading achievement at least three times a year. This assessment tool measures students’ independent reading level and instructional path to help teachers guide students to the next reading level. It not only allows a teacher to listen for decoding, fluency and strategies, it also allows a teacher to measure comprehension. The DRA levels span from 1 to 70 to show incremental reading growth. Aspire has set benchmarks for every grade level. These benchmarks align with the CCSS reading levels. Each teacher has similar weekly assessments that she/he uses in the classroom for instruction.

**Aspire Writing Assessment**

Two times a year every student in The Charter School takes a writing assessment. The prompts change and are aligned with the genres specific to the CCSS grade level.
standards. The papers are scored with other Aspire staff including teachers and instructional coaches to ensure validity of scores. The rubric for scoring is aligned with the writing rubric used by the state, as well as the sample papers provided in the CCSS standards. Benchmarks are set for every grade level. These scores are analyzed two times a year.

Aspire Math Assessment

Every student takes an Aspire math assessment based on the specific grade level standards. The papers include both computation and a problem solving section. The computation is scored with Illuminatesoftware. The problem solving is scored with Aspire teachers. A task analysis is done of every paper, so that teachers can identify standards that need to be re-taught. After every administration of the benchmark exams, the student data is analyzed at several levels – classroom, grade level, school and Aspirewide.

External Reporting

Aspire maintains sufficient staff and systems, including technology, required to ensure timely reporting necessary to comply with the law and to meet all reasonable inquiries from District and other authorized reporting agencies.

Measurable Goals of the Educational Program

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

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

Standardized Testing

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

Public School Choice Performance
Charter School will track the same information presented in the LAUSD School Report Cards.

To ensure sharing of best practices, Charter School agrees to participate in research and/or evaluation projects in partnership with LAUSD, higher education institutions and/or research organizations. This participation may involve survey or interviews with teachers and parents to understand factors associated with student performance.

Charter School’s performance will be evaluated in accordance with any and all requirements and procedures of the Public School Choice program.

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

- **Grading Policy:**

  Students earn grades based on established performance levels as described in the below table.

  When grades are given for any course of instruction, the grade given to each student shall be the grade determined by the teacher of record for the course, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetence the grade shall be final (Education Code 49066a).

  Teachers may make changes to grades until they have been stored in PowerSchool. After grades are stored, teachers are prohibited from changing grades without securing the approval of the school site principal and the Area Superintendent. All grade changes will be documented in student’s cumulative folder using the official Aspire “Grade Change” form and requests for changes will only be accepted for 21 school days after the official close of the marking period. Teachers wishing to change a student’s grade after grades have been stored should apply the following criteria:

    o The student had extenuating circumstances that prohibited the student from completing the course on time (example: automobile accident, serious illness).
    o The student did not receive adequate materials to complete the course (example: textbook)
    o The grade should not be changed if the student made little or no effort to complete the assignments or solicit support during the time span of the course

<table>
<thead>
<tr>
<th>GRADE</th>
<th>SIS CUTOFF VALUE</th>
<th>4.0 POINT SCALE UNWEIGHTED</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>V</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grade</td>
<td>Score</td>
<td>GPA</td>
<td>Description</td>
</tr>
<tr>
<td>-------</td>
<td>-------</td>
<td>-----</td>
<td>-------------</td>
</tr>
<tr>
<td>A+</td>
<td>97</td>
<td>4.00</td>
<td>Demonstrates exceptional progress in meeting content standards at his or her grade level.</td>
</tr>
<tr>
<td>A</td>
<td>93</td>
<td>4.00</td>
<td>Produces notably superior work and receives consistently high marks on class tests.</td>
</tr>
<tr>
<td>A-</td>
<td>90</td>
<td>3.70</td>
<td>Does all assigned work plus additional work.</td>
</tr>
<tr>
<td>B+</td>
<td>87</td>
<td>3.30</td>
<td>Shows superior ability to learn facts, principles, and skills; applies them to new situations.</td>
</tr>
<tr>
<td>B</td>
<td>83</td>
<td>3.00</td>
<td>Demonstrates creativity and originality.</td>
</tr>
<tr>
<td>B-</td>
<td>80</td>
<td>2.70</td>
<td>Assumes active, alert leadership in learning activities.</td>
</tr>
<tr>
<td>C+</td>
<td>77</td>
<td>2.30</td>
<td>Is on or above grade level in classes where grade level standards exist. Shows capabilities in critical thinking related to the subject.</td>
</tr>
<tr>
<td>C</td>
<td>73</td>
<td>2.00</td>
<td>Masters fundamentals thoroughly, and does above average daily work; receives consistently above-average marks on class tests.</td>
</tr>
<tr>
<td>C-</td>
<td>70</td>
<td>1.70</td>
<td>Does all assigned work plus some additional work.</td>
</tr>
<tr>
<td>D+</td>
<td>67</td>
<td>2.00</td>
<td>Shows above average ability to learn and apply facts, principles, and skills.</td>
</tr>
<tr>
<td>D</td>
<td>63</td>
<td>0.00</td>
<td>Does some independent work, showing initiative and originality.</td>
</tr>
<tr>
<td>D-</td>
<td>60</td>
<td></td>
<td>Assumes active, alert role of follower, and shows some leadership in learning activities.</td>
</tr>
<tr>
<td>F</td>
<td>&lt;60</td>
<td></td>
<td>Shows satisfactory grasp of fundamentals and receives consistently average marks on class tests.</td>
</tr>
</tbody>
</table>

**Type and Frequency of Progress Reporting:**

Formal progress reports are sent home three times per year during Student-led Conferences. In addition, the Charter School’s teachers send all updated progress reports to families as they take place. For example, these progress report updates
include math COI data, spelling/vocabulary assessments, reading assessments (DRA), or any pre/post writing snapshots.

- **Promotion/Retention Policy and Procedures:**

  **Retention Policy:** Students not meeting the following criteria will be recommended for retention in their current grade based on their proficiency in core subjects in accordance with State Board of Education (SBE) requirements:

  (Grades 3-6) Students that fail to achieve the minimal level of proficiency (PROFICIENT) in accordance with SBE Section 60648 on the CAT6 (California Achievement Test, version 6) and/or SBAC in Mathematics or Reading and Language Arts (or equivalent on future required state tests)

  (or)

  Any student who is more than one year behind grade level (as determined by a Standard Nearly Met or Standard Not Met score on the child’s report card) in Mathematics or Reading and Language Arts (or equivalent on future required state tests).

  (or)

  (Grades K-2) Any student who is not at benchmark based on 1) Developmental Reading Assessment or 2) Math benchmark assessments or) Aspire reading benchmark assessment or) report card grades.

  Kindergarten students will be retained only if the teacher and parent are in agreement that retention is the best intervention to insure student success.

  An identified student that is performing below the minimum standard for promotion shall be retained in their current grade unless the student’s teacher determines in writing that retention is not the appropriate intervention for the student’s academic deficiencies. The teacher’s recommendation to promote is contingent upon a detailed plan to correct deficiencies.

  **Procedures for Retention**
  The following steps will take place prior to a student being retained:

  1. Letter to parents informing the parents that their child is at risk of retention.
  2. The teacher’s evaluation shall be provided to and discussed with the student’s parents or guardian and the principal before any final determination of pupil retention. The parents are informed at that meeting that their child is recommended for retention. This meeting is documented with an academic support plan signed by both the teacher and parent.
3. Upon the acceptance or rejection of the above stated reports by the principal, a letter shall be sent within five school days to formally inform the student’s parents or guardian of the principal’s decision regarding the retention.

4. The parents or guardians shall have the right to appeal the decision to retain to the Chief Academic Officer of Aspire Public Schools. If the decision of the Chief Academic Officer is not in agreement with the parents/guardians, the parents have the right to appeal directly to the Aspire Public Schools Chief Executive Officer.
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.

- California Education Code Section 47605(b) (5) (D)

Aspire Public Schools Board of Directors

The Charter School is an independent charter school governed by the Aspire Board of Directors.

Charter School is governed by the Aspire Public Schools Board of Directors in accordance with California’s Charter Schools Act and the Nonprofit Public Benefit Corporation Law. The Charter School will be governed pursuant to Aspire’s bylaws adopted by the incorporators, as subsequently amended pursuant to the amendment process specified in the bylaws. Copies of the current Aspire Board’s articles of incorporation, by-laws, and conflict of interest code are attached in Tab 3.

General Provisions

As an independent charter school, the 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.

The 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 Charter School shall post all governing board meeting minutes and bylaws on the Charter School’s public website (http://aspirepublicschools.org/about/accountability/), in accordance with the Brown Act, as applicable.

The District reserves the right to appoint a single representative to the Charter School governing board pursuant to Education Code section 47604(b).
Aspire will retain its own legal counsel when necessary.

The Aspire Board of Directors currently consists of a maximum of 11 regular members plus one seat for every sponsoring authority. The Board of Directors is responsible for establishing broad policies that affect all Aspire schools. For example, the Board of Directors and its Executive Committee sets policies related to staff hiring, benefits and compensation, conditions for student suspension or expulsion, controversial issues that affect more than one school site and teacher, and principal and staff compensation criteria. Members of the Board may also participate in raising funds to support Aspire’s mission. In addition, they may also participate in increasing public awareness of Aspire’s work.

The Board is also responsible for monitoring the programmatic, operational and financial health of all Aspire schools and the organization collectively in order to identify and highlight risks and guide efforts to mitigate those risks. To monitor financial health, the Board reviews quarterly financial reports and metrics. The Board also approves each school’s LCAPs and approves how EPA funds are spent. The Board also receives reports from the Senior Leadership Team about important programmatic and operational updates.

In addition, Board member terms may not exceed 6 years. The process and potential considerations for determining a need to add or remove a board member can be found in Sections 5.3 and 5.4 of Aspire’s bylaws and is described in more detail below. In general, Aspire searches for Executive level individuals who have demonstrated knowledge and passion for Aspire’s mission of College for Certain for students from low-income families.

Aspire takes a conscientious approach to recruiting and selecting new Board members. Aspire’s Board and CEO conduct extensive due diligence to ensure that new Board members are a strong cultural fit with the organization, will add value in specific areas and, most importantly, contribute to Aspire’s growth and success.

The recruitment, evaluation and selection of new Board members typically are conducted through the following six-step process.

**Step 1:** Solicit nominations and compile names

**Step 2:** Initial meeting with nominating Board member

**Step 3:** Nominator reports back to the Board

**Step 4:** Prospective member meets with CEO, other Board members and staff

**Step 5:** Visit schools and attend Board meeting(s)

**Step 6:** Final meeting with CEO or nominator

Once a candidate completes this process a decision will be issued by the Board based on a majority vote. The term of any Board member shall not exceed six years. All Board meetings are noticed and held in compliance with the provisions of the Brown Act. A majority of the directors then in office constitutes a quorum. All acts or decisions
of the Board are by majority vote based upon the presence of the quorum. Participation through teleconference is permitted and in accordance with the Brown Act.

At a high level, there are three broad categories that define what characteristics Aspire looks for in prospective Board members:

**Skill Set** – All Board members must have expertise in an area that is valuable to Aspire’s operations, especially where there are gaps in the board skill set.

**Fundraising Capacity** – All Board members are required to support the fundraising goals and program of the organization.

**Diversity** – Geographic, ethnic and gender diversity are very important factors.

Aspire’s comprehensive organization chart is below:

- **Chief Executive Officer (CEO)** – The CEO is responsible for the strategic direction and success of the organization across all states and regions.

- **Chief Academic Officer (CAO)** – The CAO is ultimately responsible for ensuring the quality of Aspire’s education program across all regions. The CAO provides direct support to the Area Superintendents and principals. The CAO also oversees educator professional development, data and assessment, curriculum development, and student supports and services.

- **Chief Financial Officer (CFO)** – The CFO is responsible for general accounting and financial planning and analysis, as well as major facilities planning. The CFO is responsible for monitoring cash flows, budgets and mitigating financial risks to the organization.

- **Chief People Officer (CPO)** – The CPO oversees the Human Resources and Talent teams and supports the teacher and principal residency programs and recruiting for all positions at Aspire.

- **Vice President of Operations** – The VP of Operations is responsible for managing internal operations, strategy and growth, technology operations, process improvement and data visualization, and supports the Senior Leadership Team,

- **Vice President of Advancement** -The VP of Advancement develops and supports the fundraising program for the organization. This position focuses on ensuring that Aspire’s fundraising needs are met.

- **Vice President of Finance** -The VP of Finance reports to the CFO and oversees the accounting team, financial analysts who support the principals, the financial audits, payroll, grants management, etc.
- *Los Angeles Area Superintendent* – This role is focused on providing coaching and mentoring support to the principals that they manage. This role is responsible for the overall performance of the schools in their region.

- *Principal* – The Principal is the instructional leader of the Charter School and is responsible for shaping the instructional program and helping students achieve.

**FAMILY AND COMMUNITY INVOLVEMENT**

There will be a live teleconference line and video broadcast available in a conference room at one of the Aspire schools located within the District. The exact location for each meeting will be posted on the Board agendas. An Aspire staff member will be present in the conference room at the school location posted on the agenda to assist any parents who would like to participate via 2-way teleconference or video broadcast. The Board Meeting teleconference number will be posted on all Board agendas. The Brown Act, as applicable, will be followed with regard to teleconferencing.

All meeting agendas are posted in accordance with the Brown Act. All meetings of the Board are meetings in which the public may attend and participate.
The Board agendas, meeting times, and locations are posted in advance on our website and at each Aspire school, including the Charter School, in accordance with the Brown Act, as applicable. Local stakeholders will have access to Board of Directors meetings pursuant to the procedures in place as described above, designed to comply with the Brown Act.

Board meetings are typically physically held at the principal office of Aspire Public Schools, currently 1001 22nd Ave, Oakland, CA 94606 and is subject to change. Regular Board meetings are typically held 5 times per year. Executive Committee Board meetings are typically held every month. Frequency and location of Regular and Executive Board meetings are subject to change and noticed in accordance with Brown Act, as applicable. Special and Emergency Board meetings shall be called according to Brown Act. The Annual meeting shall be held at a time, date and place as may be specified and noticed by the Board of Directors, in compliance with Brown Act. Section 6.6 of Aspire’s bylaws details when and how a Board member may participate in a meeting telephonically and such provisions are compliant with Brown Act. The Aspire Board has developed conflict policies that have mechanisms in place for Board member abstentions, which are consistent with Brown Act.

The Board has delegated limited approval authority to an Executive Committee, currently consisting of 3 Board members, that handles all school-related matters, such as expulsions, contracts and MOUs for schools, and charter petitions and renewals. The Executive Committee meets almost monthly and is subject to Brown Act. The Executive Committee typically meets at the Aspire Home Office and the meetings are broadcasted in the same way as the full Board meetings.

Aspire encourages all groups to participate in and share responsibility for the educational process and educational results. In order to achieve this important end, the Charter School shares local control with an Advisory School Council (“ASC”), which consists of family and school representatives. The representatives are made up of 10-15 teachers, staff, and parents representing all grades who express interest in involvement in school decision making. The Committee meets quarterly with the Principal and selected school staff to discuss school needs, policies, and how they can help with fundraising and upcoming school events. The Committee has the power to make recommendations about issues related to the Charter School and participates in reviewing family and community concerns. The principal is responsible for communicating all ASC policy recommendations to the Aspire Board of Directors. In short, Aspire’s Board of Directors oversees issues related to Aspire schools in general, while the ASC focuses on the individual school’s needs.

**ADDITIONAL OPPORTUNITIES FOR FAMILY INVOLVEMENT**

1. Families, students and teachers meet at least twice a year to plan and assess the students’ learning progress and determine goals.
2. Exhibition panels – Families may sit on panels to judge student work.

3. School and staff evaluations – Families complete a survey each year evaluating the strengths and weaknesses they identify with the program at The Charter School.

4. Student-led conferences – Students will lead conferences on their work during the year to keep their families informed.

5. Volunteer Opportunities – Various opportunities will arise for families to volunteer, such as helping in classrooms, leading extra-curricular activities, assisting in event planning, attending study trips, and serving on family committees. Parent volunteering is not a condition of their child’s admission/enrollment and/or continued enrollment within the Charter School.

6. Fundraising – Families and community members may work with The Charter School to raise additional resources to support students and The Charter School program.

7. Advocacy – Families and community members communicate The Charter School design and outcomes to the public, educators and policy makers and advocate for necessary policies and resources.

8. Aspire Board of Directors meetings (including Executive Committee Board meetings) – Families and community members are welcome to the Board meeting. In compliance with the Brown Act as applicable, Aspire posts the agenda for Aspire Board of Directors meetings at least 72 hours prior to the meeting.

9. In addition to mid-year and end of year surveys, the Charter School holds two teacher Town Halls and two family information nights to obtain input on the education program and LCAP goals.

ADDRESSING FAMILY CONCERNS AND COMPLAINTS

Aspire is committed to working with families to address family concerns and complaints. Families will be encouraged to share their ideas and concerns with The Charter School and Aspire throughout The Charter School year.

Aspire has established a formal complaint process to address any family complaints about the employees or employment practices of the organization. Finally, Aspire is committed to providing a safe, discrimination-free and harassment-free education to its students.
Legal and Policy Compliance

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

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

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

All employees and representatives of Charter School, including members of Charter School’s governing board, members of Charter School or governing board committees or councils, Charter School administrators, and managers, shall comply with federal and state laws, nonprofit integrity standards, and LAUSD’s charter school policies, regarding ethics and conflicts of interest.

Title IX, Section 504, and Uniform Complaint Procedures

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

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

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

Charter School shall establish and provide a uniform complaint procedure in accordance with applicable federal and state laws and regulations, including but not limited to all applicable requirements of California Code of Regulations, title 5, section 4600 et seq.
Charter School shall adhere to all applicable federal and state laws and regulations regarding pupil fees, including Education Code sections 49010 – 49013, and extend its uniform complaint procedure to complaints filed pursuant to Education Code section 49013.

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

RESPONDING TO INQUIRIES

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

If an allegation or other evidence of waste, fraud, abuse, or other material violation of law related to Charter School’s operations, or breach of charter, is received or discovered by the District, Charter School shall cooperate with any resulting inquiry and/or investigation undertaken by the District and/or the Office of the Inspector General Investigations Unit.

NOTIFICATION OF THE DISTRICT

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

STUDENT RECORDS

Upon receiving a 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 16.
Charter School shall comply with the requirements of Education Code section 49060 et seq., 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.
Element 5: Employee Qualifications

The qualifications to be met by individuals to be employed by The Charter School.

- California Education Code Section 47605(b) (5) (E)

Aspire will recruit professional, effective, and qualified personnel to serve in administrative, instructional, instructional support, and non-instructional support capacities. Aspire believes that all of its employees play a key role in creating a successful learning environment and will recruit qualified employees throughout the organization. Aspire recognizes that employment is voluntary, and the Aspire Board of Directors shall not require any employee to be employed at an Aspire school. The Charter School will conduct background checks on employee candidates to provide for the health and safety of The Charter School’s faculty, staff, and pupils and the academic success of the pupils. Aspire’s Human Resources department, along with the Chief People Officer, shall monitor compliance with this policy. Employees will meet specific qualifications for employment as outlined in their job descriptions. Teachers at each school will meet all requirements for employment set forth in applicable provisions of law, including credential requirements outlined in Section 47605(l) of Charter Schools Act and the Elementary and Secondary Education Act. As provided in the Charter Schools Act, The Charter School may choose not to require credentials for teachers in noncore, noncollege-prep courses (e.g. music, physical education, various electives, etc.). The educational and skill level qualifications and job descriptions of teachers to be employed in The Charter School shall meet the educational goals as outlined in this charter.

EQUAL EMPLOYMENT OPPORTUNITY

The 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 recruitment, selection, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and dismissal from employment.

ESEA/NCLB and Credentialing Requirements

Charter School shall adhere to all requirements of the Elementary and Secondary Education Act (ESEA, also known as No Child Left Behind (NCLB)) that are applicable to teachers and paraprofessional employees. Charter School shall ensure that all teachers meet applicable state requirements for certificated employment, including 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.

**Chief Executive Officer**

The CEO is responsible for the strategic direction and success of the organization across all states and regions.

Aspire does not have a set of specific required background knowledge and qualifications for the CEO. The following characteristics are generally part of what makes an ideal CEO for Aspire:

- Experience in the charter sector, leading charter management organizations of significant size.
- Proven ability to lead the organization through its next phase of growth and to its next level of student achievement.
- Ability to inspire and maintain a strong organizational culture across Aspire.

**Chief Academic Officer**

The Chief Academic Officer is responsible for promoting and sustaining exceptional academic achievement and positive school cultures at all Aspire Public Schools schools and for ensuring that Aspire’s standards of excellence are maintained. The CAO leads a diverse team of talented, dynamic educators to succeed in their roles. The CAO supervises our Area Superintendents and is responsible for developing their leadership skills to advance school and regional objectives, and to effectively lead students, parents, teachers, and the community towards a shared vision to prepare our students for success in college and in life.

*Required knowledge, skills, and abilities:*

- Strong management skills, with the ability to motivate and develop a diverse group of leaders
- Maintains composure, working constructively under pressure; responds resourcefully to change and ambiguity; conveys an openness and desire for learning; exudes humility and self-awareness.
- Applies broad knowledge and seasoned experience when addressing complex issues; defines strategic issues clearly despite ambiguity; takes all critical information into account when making decisions; makes timely, tough decisions; brings issues with sound recommendations.
- Unquestioned integrity and commitment to Aspire Public Schools’ mission and values
- Capability to effectively build, develop and maintain strong relationships with school leaders, staff, teachers, parents, students, Board members, and community stakeholders
• Thorough understanding of Common Core State Standards, and California charter school laws and regulations preferred
• Skilled at analyzing, interpreting, and using data to collaborate, identify best practices and areas for improvement, and drive results
• Ability to self-direct and prioritize among competing goals, exhibit flexibility, and drive results in a fast-paced, entrepreneurial environment
• Adept at thinking strategically, translating plans into action, and exhibiting excellent judgment
• Excellent written, verbal communication, and presentation skills with keen attention to detail

Required educational level:
• MBA or master’s degree in an education related field, or a Bachelors’ with equivalent work experience.

Required experience:
• Demonstrated success leading a high-performing school closing the achievement gap
• A track record of leading, motivating and developing a high performing team in diverse functions while contributing as an integral member of an executive staff.

LOS ANGELES AREA SUPERINTENDENT

Overall responsibility for “dual bottom line” (academic and fiscal results) of all schools in geographic area. Oversees education program implementation, operations, fiscal management, and human resource management. Support principals in ensuring results and growth. Uphold the mission and values established by Aspire Public Schools.

Required knowledge, skills, and abilities:
• Demonstrated success as an instructional leader and in the professional development of teachers and principals
• Demonstrated command of the intricacies of school operations and planning
• Exceptional management skills including planning, directing, reporting, budgeting and administrative responsibilities
• Knowledge of characteristics of successful schools and how to implement them
• Knowledge of California school finance
• Strong problem analysis and problem resolution at both a strategic and functional level
• Proven leadership skills with the ability to attract, develop and inspire a team; exceptional ability to bridge and enhance cooperative working relationships
• Demonstrated budget management responsibility
• Entrepreneurial passion
**Required educational level:**
- Master’s Degree or Ph.D. in education

**Required experience:**
- 5+ years teaching
- 5+ years in school administration at the district level
- 5+ years experience as a principal

**Principal Qualifications**

The Charter School’s Principal will be the instructional leader at The Charter School and will be responsible for helping The Charter School and students achieve the outcomes outlined in this charter petition. Principal applicants are first screened by the Area Superintendent; if move on, phone screened by the regional recruiter; if move on, participate in a panel interview with lead teachers and other principals; if move on, participate in a panel interview with students, parents and community members that have a presence at the school site. The Principal will have the following qualifications:

**Required knowledge, skills, and abilities:**
- Demonstrated commitment to students and learning
- Demonstrated knowledge of curriculum development and program design
- In-depth experience developing teachers
- Strong experience in performance assessment
- Excellent communication, presentation and interpersonal skills with demonstrated ability to write clearly and persuasively
- Excellent organization, time management and follow-up skills; high sense of urgency; demonstrated ability to successfully handle multiple projects concurrently; ability to work as a team
- Strong community-building skills
- Entrepreneurial passion
- Demonstrated budget management responsibility
- Computer and Internet search skills

**Required educational level:**
- Bachelors degree
- Masters or Ph.D. in Education preferred
- NCLB Highly Qualified preferred

**Required experience:**
- 7 plus years teaching and administrative experience
- 3 plus years working with urban students as a full-time teacher preferred
OFFICE MANAGER QUALIFICATIONS

The Office Managers are responsible for overall front office activities, will report to the Principal, and will work with students, parents, and outside parties. The Office Manager will have the following qualifications:

Required knowledge, skills, and abilities:

- Strong organizational, time management and multi-tasking skills
- Strong interpersonal and communication skills
- Expedience in office management
- Ability to work with constant interruptions and remain focused; understand and carry out oral and written instructions; learn new procedures and upgrade skills in order to meet changing job conditions
- Ability to work independently as well as with a team
- Professional appearance and manner
- Knowledge of Education Code and Charter Schools Act preferable (or interest in learning)
- Fluency in Spanish - highly desirable

Required educational level:
- A.A. degree or equivalent work experience

Required experience:
- 4 plus years in fast-paced administrative support position
- Experience in school front office preferable
- Proficiency with Microsoft Office
- Some supervisory experience preferred

TEACHER QUALIFICATIONS

Criteria for the selection of teachers are adapted from the five standards used for certification from the National Board for Professional Teaching Standards. During the hiring process, candidates are evaluated using these standards:

1. Committed to students and learning
2. Knowledgeable about their subject matter
3. Skilled in management of learning
4. Reflective in their practice
5. Community-oriented

In addition, teachers of core courses at the Charter School will be required to hold a California Commission on Teacher Credentialing (CCTC) certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold. Teachers who are hired to teach a specific subject (e.g. math) will be required to
hold a subject-specific credential or permit from the CCTC. In accordance with Education Code Section 47605(l), flexibility shall be given with regard to noncore, noncollege preparatory courses.

Additionally, teachers shall meet all applicable highly qualified requirements under the Elementary and Secondary Education Act.

TEACHER HIRING

As a public charter school organization with a clearly defined focus, Aspire tends to attract educators interested in working in more accountable, innovative, collaborative environments—teachers and principals who are themselves educational entrepreneurs. A rigorous and sound process for selecting from the pool of teacher candidates is essential. Aspire’s multiple-stage approach includes: a resume screen; interview with a site hiring committee (discussed below); demonstration lesson with students; and reference checks.

The Principal will be in charge of making School hiring decisions and can elicit the help of other staff and community members in making these decisions. Teachers are always interviewed by the Principal first and then if they are asked to move on, they will be interviewed by the lead teacher team. If there is opening for a lead teacher, community members with a presence at the school may also be involved. The Charter School may utilize a hiring team that includes some or all of the following individuals:

- **Principal**: Chairs the hiring committee and makes all final decisions on hiring for The Charter School.

- **Office Manager**: Helps organize the process and paper trail, including: scheduling candidates for interviews and demonstration lessons; collecting score sheets; coordinating with current staff or participating students for demonstration lessons; and sending declined candidates’ paperwork to Aspire’s Home Office.

- **Teachers**: Actively participate in evaluating candidates through interview and demonstration lesson observation.

- **Parents**: Actively participate in evaluating candidates through the interview process, observe demonstration lessons and provide input.

OTHER JOBS AT THE SCHOOL

Below are other positions that contribute to the daily functioning of the Charter School. The selection process for all school site positions is first a screening from a regional
recruiter, followed by an interview by the direct supervisor for the role and an optional team interview.

**BUILDING MANAGER**

*Required knowledge, skills, and abilities:*
- Knowledge of safe and efficient use of cleaning materials, chemicals, tools and equipment
- Ability to guide and support facility staff
- Ability to work independently
- Ability to communicate effectively in verbal and written form, with both students and adults
- Ability to maintain simple records
- Ability and willingness to meet the physical requirements necessary to perform the required duties, including ability to lift, carry, push, pull and move heavy objects on a regular basis
- Ability to interact appropriately with children of different ages

*Required educational level:*
- None

*Required Experience*
- 1-3 years of janitorial experience preferred but not required

*Essential Duties and Responsibilities*
- Oversees and supports the Assistant Building Manager
- Clean classrooms, rest rooms, hallways, multipurpose room, offices and all interior rooms during the day
- Set up and clean dining area before, between, and during breakfast and/or lunch periods
- Respond to emergency cleanups during the day, such as clogged drains and spills
- Perform minor routine maintenance, including touch-up painting, replacing lights, etc.
- Perform routine grounds-keeping duties, including picking up litter, weeding, mowing the lawn
- Coordinate and manage night cleaning service and contractors to ensure building and grounds are well-cleaned and maintained, and a regular schedule of major cleaning is kept (e.g. polishing floors, steam cleaning carpets, etc.)
- Order cleaning and building supplies
- Set up and arrange furniture for assemblies, meetings and special events
• May be responsible for locking and unlocking doors, windows and gates, and
turning security system on/off
• Identify any major security or safety hazards and major repair needs
• Demonstrate knowledge of, and support, Aspire Public Schools mission, vision,
value statements, standards, policies and procedures, operating instructions,
confidentiality standards, and the code of ethical behavior
• Perform other related duties as required and assigned

AFTER SCHOOL EDUCATOR

Required knowledge, skills, and abilities:
• Ability to effectively implement curricula and program activities
• Ability to effectively manage classroom activity and promote responsible
student behavior and decision-making
• Knowledge of child and/or youth development concepts and different learning
styles; demonstrated enthusiasm for working with young people
• Ability and willingness to reflect and improve own performance, including
developing knowledge of Aspire Instructional Guidelines and participating in
Aspire professional development
• Proficiency in use of computer technology and the internet

Required educational level:
• Associate’s degree or 48 units of college credit

Required Experience
• Experience working with children or youth in a school or community-based
setting
• 1+ year as a teacher, teacher intern, or teaching assistant preferred

Essential Duties and Responsibilities
• Maintains a safe and effective environment for academic instruction and/or
enrichment activities
  o Effectively manages student classroom behavior to ensure all students are
    fully engaged in learning
  o Complies with all safety and other regulatory and/or funder requirements
• Delivers high-quality instruction in assigned academic or enrichment content
areas which is developmentally appropriate; differentiates instruction to meet
individual student needs
  o Under the guidance of the Afterschool Director or other assigned staff,
    implements regular assessments and analyzes student performance data
to drive lesson planning and monitor student progress
  o Collaborates with other afterschool staff, school day teachers and outside
service providers to identify unique student needs, diagnose and address
learning challenges, and share information about student progress
As needed, provides whole class, small group and individualized instruction to students

- Creates an environment of high expectations for learning, student behavior and staff professionalism
  - Fosters a program culture of high expectations that includes college preparation for all students
  - Collaborates with Aspire team members to share best practices and improve own and others’ instructional skills, including actively participating in professional development, training and coaching opportunities
  - Supports regular communications with parents/families to engage them in the afterschool program to help support student success

- Fulfills all administrative requirements, including tracking daily student attendance, in accordance with Aspire procedures
- Demonstrate knowledge of, and support, Aspire Public Schools mission, vision, value statements, standards, policies and procedures, operating instructions, confidentiality standards, and the code of ethical behavior
- Performs other related duties as required and assigned

COUNSELOR

**Required knowledge, skills, and abilities:**

- Demonstrated commitment to students and learning
- Experience with students grades K-6
- Excellent communication, presentation and interpersonal skills with demonstrated ability to write clearly and persuasively and interact effectively with different audiences
- Excellent organization, time management and follow-up skills; high sense of urgency; demonstrated ability to successfully handle multiple cases concurrently
- Ability to work as a part of a team
- Demonstrates ability to adjust to and use new approaches in the performance of his/her duties
- Deals with obstacles and constraints positively
- Bilingual - Spanish
- The ability to perform the following duties is highly desirable:
  - Supervise MSW level interns/PPS Interns
  - Supervise additional MSW level employees pursuing their clinical licensure in CA

**Required educational level:**
- Master’s Degree in Counseling/Social Work or related discipline

**Required Experience**
• PPS Credential or Eligibility for PPS Credential

**Essential Duties and Responsibilities**

• Possess an extensive knowledge of a variety of forms of intervention and prevention models for both individuals and group therapeutic settings (ex: CBT, Play Therapy)
• Create and implement therapeutic interventions for the purposes of fostering better mental health and positive learning environments for all students at Aspire
• Collaborate with school on universal interventions for students such as peer mediation, conflict mediation, etc.
• Foster healthy families through community and school programming, including, but not limited to: parent education and community service
• Create and maintain relationships with outside agencies to help foster better learning and support for the students of Aspire and their families
• Provide crisis counseling and referrals for students as needed
• Consistently and routinely update case files for students under their care
• Continually improve social work skills by seeking constructive feedback and professional development opportunities
• Exhibit positive rapport with students
• Possess a thorough understanding of and abide by the NASW Code of Ethics
• Create positive and consistent communication with Aspire staff and administration about social work goals and processes
• Attend all staff meetings
• Attend IEP and inter-departmental meetings for students receiving counseling services
• Supervise counseling trainees/interns as necessary
• Demonstrate knowledge of, and support, the Aspire Public Schools mission, vision, value statements, standards, policies, and procedures, operating instructions, confidentiality standards, and the code of ethical behavior
• Perform other related duties as required and assigned

**Education Specialist Mild/Moderate**

**Required knowledge, skills, and abilities:**

• Knowledge of special education principles, concepts, methodologies, and documentation requirements
• Knowledge of special education assessment, planning, instruction, and evaluation
• Knowledge of child cognitive development and different learning styles
• Ability and willingness to implement students’ IEPs
• Ability and willingness to reflect and improve
• Flexibility and ability to adapt to changing conditions; ability and good judgment to take initiative to modify activities
- Strong written and verbal communication skills; ability to collaborate with general education and special education colleagues, parents and community
- Special Education Experience
- Ability to work independently as a self-starter in a new organization
- Ability to excel as a member of a team
- Ability to work with an ethnically and economically diverse student body

**Required educational level:**
- CA Special Education Teaching Credential (Mild/Moderate Education Specialist) required
- NCLB Highly Qualified required
- Bachelor’s Degree required; Master’s Degree preferred

**Required Experience**
- 2+ years working with students which special needs in an educational setting required

**Essential Duties and Responsibilities**
- Administer academic diagnostic tests
- Participate as a member of a team to identify the needs and specific goals and objectives of each child’s IEP
- Instruct students with IEPs for the purpose of developing appropriate academic and interpersonal skills
- Consult and articulate with faculty and parents via meetings, phone, and email regarding the needs and progress of students
- Create and maintain notifications, records, files, and reports as required by federal, state, and SELPA regulations
- Maintain knowledge of current regulations pertaining to special education
- Participate in Student Study Team meetings and follow up plans as needed
- Collaborate with faculty to ensure that students modifications and accommodations are being appropriately implemented in the general education classroom
- Demonstrate knowledge of, and support, Aspire Public Schools mission, vision, value statements, standards, policies and procedures, operating instructions, confidentiality standards, and the code of ethical behavior
- Perform other related duties as required and assigned

**SCHOOL PSYCHOLOGIST**

**Required knowledge, skills, and abilities:**
- Demonstrated commitment to students and learning
- Experience with students grades K-6
- Excellent communication, presentation and interpersonal skills with demonstrated ability to write clearly and persuasively and interact effectively with different audiences
• Excellent organization, time management and follow-up skills; high sense of urgency; demonstrated ability to successfully handle multiple cases concurrently
• Ability to work as a part of a team
• Demonstrates ability to adjust to and use new approaches in the performance of his/her duties
• Deals with obstacles and constraints positively
• Spanish bilingual preferred, but not required

Required educational level:
• Bachelor’s degree; Master’s in education preferred
• Pupil Personnel Services Credential

Required Experience
• Pupil Personnel Services Credential
• School Psychologist Intern also acceptable

Essential Duties and Responsibilities
• Provide individual and group services to children that emphasize improved educational performance and/or conduct
• Screen and evaluate referred children including selecting appropriate instruments, administering tests, observations, and writing reports which state the evaluation findings and provide for educational program recommendations
• Participate as a member of the IEP team, contributing evaluation findings and collaborating with all members of the team to develop education plans
• Collaborate with school staff around RtI implementation, Student Study Team meetings, and Aspire wide Crisis planning
• Consult with parents, teachers, and other staff regarding any accommodations/modifications needed for a specific child
• Maintain appropriate data on students, including present levels of performance and intervention strategies
• Establish and monitor necessary caseloads, work with schools and other staff to plan assessments and meetings; submit records, reports, and assignments promptly and efficiently
• Supervise Psychology interns as necessary
• Demonstrate knowledge of, and support, Aspire Public Schools mission, vision, value statements, standards, policies and procedures, operating instructions, confidentiality standards, and the code of ethical behavior
• Perform other related duties as required and assigned

PROFESSIONAL DEVELOPMENT

Once teachers are hired, Aspire invests in their continued professional development. Teachers new to Aspire participate in 1 week of training and four follow-
up trainings to become fluent in the Aspire education program; Aspire culture, literacy instruction, math instruction, rigorous interdisciplinary instruction, parent engagement and time with other team members examining student data. Each subject training includes professional development about assessing student achievement, classroom management and differentiating instruction. Teachers also receive ongoing PD that takes place weekly on minimum days. Weekly PDs are based on the specific needs of the Charter School. The topics are determined by the principal with input from the lead teachers. They may be led by the principal, a lead teacher, an outside expert, or an instructional coach.

In addition, Aspire conducts several school-year workshops in specific areas. The Charter School Principal, in his/her capacity as instructional leader, provides on-site coaching. Teachers are organized into teams, led by an experienced “lead teacher” who has the skills to mentor others. Teachers are then able to collaborate and support each other to reach the Charter School’s and individual students’ learning goals. Aspire also has instructional coaches who provide additional support, provide one-on-one consultation, and conduct experience-based group sessions (e.g. New Teacher Support Program). Teachers are observed a minimum of four times a year by their School Principal or a designee according to the Aspire Instructional Rubric which is based on the Danielson Framework for Teaching.7

7 The Framework for Teaching, created by Charlotte Danielson, is a comprehensive and coherent framework that identifies those aspects of a teacher’s responsibilities that have been documented through empirical studies and theoretical research as promoting improved student learning. The Framework for Teaching is a validated instrument; that is, studies have shown that teachers who receive higher ratings on their evaluation produce greater gains in student test scores.
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 The Charter School with a criminal record summary as described in Section 44237.

- California Education Code Section 47605(b) (5) (F)

In order to provide safety for all students and staff, Aspire has adopted and implemented full health and safety procedures and risk management policies at each school site in consultation with its insurance carriers and risk management experts.

PUBLIC SCHOOL CHOICE

As an independent charter school operating on a Public School Choice campus, Charter School shall comply with all District health, safety, and emergency procedures and requirements and will be subject to inspection by the District’s Facilities Services Division, OEHS, and other District offices in the same manner as other LAUSD campuses.

HEALTH, SAFETY AND EMERGENCY PLAN

Charter School shall have a comprehensive site-specific Health, Safety and Emergency Plan, including but not limited to the acquisition and maintenance of adequate onsite emergency supplies, in place prior to beginning operation of Charter School each school year. 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 SB 1266 (2014). 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 Plan, and keep it readily available for use and review upon CSD request.

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

**CRIMINAL BACKGROUND CLEARANCES AND FINGERPRINTING**

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

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

**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, in accordance with Education Code section 49406. Charter School shall maintain TB clearance records and certifications on file.

Charter School shall comply with all federal and state legal requirements related to student immunization, health examination, and health screening, including but not limited to screening for vision, hearing, and scoliosis, 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, Ed. Code section 234 et seq.
ROLE OF STAFF AS MANDATED CHILD ABUSE REPORTERS

All non-certificated and certificated staff will be mandated child abuse reporters and will follow all applicable reporting laws.

EMERGENCY PREPAREDNESS

The Charter School shall adhere to Emergency Preparedness Procedures drafted specifically to the needs of The Charter School. These procedures shall include, but not be limited to the following responses: fire, flood, earthquake, terrorist threats, and hostage situations. If assuming a facility that was previously used as a school site, any existing emergency preparedness plan for The Charter School site may be used as a starting basis for updating the procedures for The Charter School. This will be submitted to CSD for review.

BLOOD BORNE PATHOGENS

The Charter School shall meet state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the work place. Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.

DRUG FREE/ALCOHOL FREE/SMOKE FREE ENVIRONMENT

The Charter School shall function as a drug, alcohol and tobacco free workplace. The Charter School’s instructional program includes a strong emphasis on a healthy environment and lifestyle. In the regular K-6 Advisory Council meetings, all teachers promote and teach self-awareness and good decision making. Depending on the grade level, the following important topics are included in the Council program:

- Conflict resolution
- Cooperation and respect
- Self-management and responsible behavior
- Decision-making
- Refusal skills
- Playground safety
- Emergency procedures- fire, earthquake, severe weather, intruder
- Reduce, reuse, recycle
- Protecting the Environment
- Hand washing and good hygiene
- Healthy food choices and nutrition
• Tobacco, alcohol and drugs
• Drug abuse
• Secondhand smoke
Element 7: Means to Achieve Racial & Ethnic Balance

The means by which The Charter 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 Charter School district to which the charter petition is submitted.

- California Education Code Section 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 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. Instead, the District now receives 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.

Aspire will strive to ensure that the student population of The Charter School will be reflective of the general population residing within the territorial jurisdiction of the District. Aspire will monitor the racial and ethnic balance among its students on an annual basis and will engage in a variety of means and strategies, including monitoring and revising its student outreach plan on an annual basis, to try to achieve a racially and ethnically diverse student population. These strategies will include:

- Developing an enrollment timeline and process that allows for a broad-based recruiting and application process,
• Engaging in outreach efforts and making presentations via neighborhood groups, community organizations, churches, other leadership organizations, and local preschools]
• Advertising openings through marketing brochures, posting flyers in neighborhoods, distributing flyers at local grocery stores, and/or TV/radio public service announcements targeted towards diverse populations, and when needed, in various languages.
• All outreach and recruiting efforts are done in English and Spanish.
• Hosting open houses to provide information on the school’s curriculum and program.
• Recruiting for all student populations, including academically low-achieving and economically disadvantaged students.

The Charter School is committed to ensuring that all students and families involved with our outreach and process are made to feel welcome and respected. Aspire shall not discriminate on the basis of the characteristics listed in Section 220 (actual or perceived 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 or association with an individual who has any of the aforementioned characteristics). Aspire is committed to upholding the District’s ethnic balance goal, and the school’s outreach and recruitment efforts described above will support this.

**PLAN TO ACHIEVE A REFLECTIVE RACIAL AND ETHNIC BALANCE**

The goal of our plan is to bring the applicant pool to be more reflective of the District, in attempt to bring more balance to the school’s population, in terms of its racial and ethnic makeup.

**A. Benchmarks**

The Charter School will create Benchmarks for measuring the applicant pool.

<table>
<thead>
<tr>
<th>Objective</th>
<th>Metric</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Determine the ethnic diversity of the Charter School for each school year.</td>
<td>Collect data and organize for review</td>
<td>By the first of the month for the first five months of the school year</td>
</tr>
<tr>
<td>2. Address all efforts with particular attention and priority to academically low-achieving and</td>
<td>Collect data and organize for review</td>
<td>By December 1 of the school year</td>
</tr>
<tr>
<td>3.</td>
<td>Research the latest available data on ethnic diversity for the District.</td>
<td>Collection of this data and create a comparison table</td>
</tr>
<tr>
<td>4.</td>
<td>Aspire Board reviews the data in order to approve the forthcoming outreach strategy</td>
<td>Inclusion in a board meeting agenda and discussion topic</td>
</tr>
</tbody>
</table>

**B. Outreach**

The Charter School will follow the plan for outreach/recruitment during Open Enrollment.

<table>
<thead>
<tr>
<th>Objective</th>
<th>Metric</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Aspire’s Board may review and provide into the outreach plan as well as any budget associated with the efforts</td>
<td>Charter School receives board approval on outreach plan and budget allocations</td>
<td>By January 15 of the new calendar year</td>
</tr>
<tr>
<td>2. Determine a list the community groups and entities to involve in outreach efforts.</td>
<td>Hold 3-5 meetings prior to the start of the new calendar year with these groups, in order to review plans for outreach</td>
<td>By January 1 of the new calendar year</td>
</tr>
<tr>
<td>3. Ensure that all marketing, outreach, written communications, and meetings are held in both Spanish and English.</td>
<td>Identify a competent translator for all materials and activities</td>
<td>By December 1 of the new calendar school year</td>
</tr>
<tr>
<td>4. Market and distribute brochures targeted toward diverse</td>
<td>Create brochures and vet them with key parents, staff, and home office</td>
<td>By January 15 of each calendar year</td>
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<tr>
<td>5.</td>
<td>Enlist the help of local businesses in the distribution of flyers and posters that advertise and recruit students.</td>
<td>Identify 25 well known businesses to display and/or distribute information; contact each of them personally and arrange for posting.</td>
</tr>
<tr>
<td>6.</td>
<td>Hold an Open House Informational meeting on campus</td>
<td>Schedule and plan a meeting at the school, hosted by the principal, as well as key parents and teachers</td>
</tr>
<tr>
<td>7.</td>
<td>Expand the outreach of information and important deadlines to local newspapers and media, as well as fairs and community events</td>
<td>Advertise in at least two media sources and provide a presence at 2-3 community events</td>
</tr>
<tr>
<td>8.</td>
<td>Provide opportunity to expand or modify efforts based upon response to Open Enrollment registration</td>
<td>Analyze the registration forms including available ethnic information halfway through the Open Enrollment period</td>
</tr>
</tbody>
</table>

**Federal Program Compliance**

As a recipient of federal funds, including federal Title I, Part A funds, Charter School has agreed to meet all of the programmatic, fiscal and other regulatory requirements of the Elementary and Secondary Education Act (ESEA, also known as No Child Left Behind (NCLB)) and other applicable federal grant 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 NCLB and other applicable federal programs, including, but not limited to, documentation related to funding, required parental notifications, qualifications and credentialing of teaching and paraprofessional staff, the implementation of Public School Choice and Supplemental Educational Services, where applicable, or any other mandated federal program requirement. The mandated requirements of NCLB, Title I, Part A include, but are not limited to, the following:
• Notify all parents at the beginning of each school year of their “right to know” the professional qualifications of their child’s classroom teacher

• Notify each individual parent, in a timely manner, if and when the parent’s child has been assigned, or taught for four or more consecutive weeks by, a teacher who is not highly qualified

• Develop jointly with, and distribute to, parents of participating children, a school-parent compact

• Hold an annual Title I meeting for parents of participating Title I students

• Develop jointly with, agree on with, and distribute to, parents of participating children a written parent involvement policy

• Submit biannual Consolidated Application to California Department of Education (CDE) requesting federal funds

• Complete and submit Local Education Agency (LEA) Plan to CDE

• Complete reform planning process with stakeholders and submit to CDE all appropriate documents for Title I Schoolwide Program eligibility and status, if applicable; otherwise, identify and maintain roster of eligible students for the Title I Targeted Assistance School Program

• Maintain inventory of equipment purchased with categorical funds, where applicable

• Maintain appropriate time-reporting documentation, including semi-annual certification and personnel activity report, for staff funded with categorical resources, where applicable

• Participate in any applicable federal program monitoring conducted by the California Department of Education

• Conduct an annual evaluation of the effectiveness of funds allocated through the Consolidated Application

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 8: Admission Requirements

Admission requirements, if applicable.

- California Education Code Section 47605(b) (5) (H)

PUBLIC SCHOOL CHOICE SCHOOL ADMISSIONS Charter School shall maintain complete and accurate records of its annual enrollment process, including but not limited to documenting that students who reside within the designated attendance boundary have been offered enrollment in Charter School prior to any other students being accepted. These records shall be made available to the District upon request.

In accordance with the Attendance Boundary State Waiver for Public School Choice, Charter School agrees to provide first choice attendance to students, including students with disabilities, who reside within the attendance boundary established by the District for the Public School Choice campus. Thereafter, any remaining available seats will be filled with any student who wishes to attend Charter School on the PSC campus pursuant to the requirements of Education Code sections 47605(d)(1) and 47605(d)(2)(B). The District’s waiver of Education Code sections 47605(d)(1) and 47605(d)(2)(A) from the State Board of Education codifies these requirements.

As a PSC charter school, Charter School further agrees that it shall not refuse enrollment for any available seat to any resident student who wishes to attend the school unless and until the Los Angeles Unified School District, in its sole discretion, has determined that the resident student enrollment exceeds the District’s established maximum operational enrollment capacity for the school. Charter School understands and agrees that the attendance boundary configuration as well as the maximum operational enrollment capacity of the school is determined by and subject to change at the sole discretion of the District.

Aspire shall admit all pupils who reside in the State of California who wish to attend The Charter School subject to the provisions set forth below. No test or assessment shall be administered to students prior to acceptance and enrollment into The Charter School. Aspire will comply with all laws establishing minimum and maximum age for public school attendance in charter schools.

The Aspire application process is comprised of the following:

- Completion of a Student Interest Form for each child who is interested in attending The Charter School

Applications will be accepted during a publicly advertised open application period each year for enrollment in the following school year. Signs, banners, and posters announcing to all interested parties the timeline, rules, and procedures to be followed during the open enrollment will be displayed in key areas in the neighborhood.
Following the open enrollment period of January-March each year, applications shall be counted to determine whether any grade level has received more applications than availability. In the event that this happens, the school will announce the lottery grade levels, timeline, and procedures in written and email form. The lottery date, time, and location will be sent to LAUSD, as well as the interested families. By March 30th, the Charter School will then hold a public random drawing in the Charter School’s multipurpose room to determine enrollment for the impacted grade level(s), with the exception of existing students who are guaranteed enrollment in the following school year. Enrollment preferences in the case of a public random drawing are given in the following order:

1) Students who reside in the PSC school attendance area who are siblings of currently admitted students.
2) Children of Aspire Regular employees (not to exceed 10% of enrollment) who reside in the PSC school attendance area
3) Students residing in the PSC school attendance area
4) Siblings of students already admitted to the Charter School who reside in the District
5) Children of Aspire Regular employees (not to exceed 10% of enrollment) who reside in the District
6) Students residing in the District
7) Siblings of students already admitted to the Charter School who do not reside in the District
8) Children of Aspire Regular employees (not to exceed 10% of enrollment) who do not reside in the District
9) All other students who reside in the state of California

The LA Area Superintendent will be in attendance at the lottery, and a CSD representative will be invited to observe the lottery drawing, which is also open to the public. All names will be drawn randomly to determine the students who are accepted and those who are on the waitlist. The order of names drawn will determine the order of names on the waitlist. At the conclusion of the public random drawing, students who were accepted will be notified by the Charter School Office/Business Manager phone, email, and mail within two days and asked to register within two weeks for the upcoming school year online or in person. All students who were not granted admission due to capacity shall also be contacted and told their number on the waitlist and then asked if they would like to stay on the waitlist for the upcoming year. This waitlist will be posted in a public place in the school and will allow students the option of enrollment in the case of an opening during the current school year. As openings become available, the Office/Business Manager will offer enrollment to students in the order as listed on the waitlist through the online enrollment system.

In no circumstance will a waitlist carry over to the following school year.

Upon confirmation that a student has secured a spot at The Charter School, parents must submit a completed Registration Form usually within two weeks.
effort will be made to contact the parents and ensure that the forms are submitted in a timely fashion. The Charter School’s Office Manager will also help any parents who need assistance in completing the lottery and/or registration forms, and the school will keep written records of the lottery forms, procedures, accepted lists, and waitlists for a period of one year.

**PLANNED APPLICATION, PUBLIC RANDOM DRAWING, AND ADMISSION SCHEDULE**

Aspire typically utilizes the following application, public random drawing, and admission schedule. The schedule below may be abbreviated to ensure all steps are followed within a shorter timeframe.

**December – January**
- Recruit students (via referrals, networking, and holding enrollment and option fairs).
- Collect Student Interest Forms.

**January - March**
- Send re-enrollment forms to existing students to identify open seats. Public random drawing conducted (if necessary).

**March - May**
- Waitlist letters distributed to applicants not selected in the public random drawing.
- Acceptance letters and registration packets distributed to parent and children who have been drawn in the public random drawing.

**HOMELESS AND FOSTER YOUTH**

Charter School shall adhere to the provisions of the 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 provisions of Education Code sections 48850 – 48859.

**NON-DISCRIMINATION**

The 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. The 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.

The Charter School shall not request or require submission of a student’s IEP, 504 Plan, or any other record or related information prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment.
Element 9: Annual Financial Audits

The manner in which annual, independent, financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.

- California Education Code Section 47605(b) (5) (I)

An annual fiscal audit, required under the Charter Schools Act, will be conducted by an auditor with experience in education finance and will use generally accepted accounting principles. Aspire’s Audit Committee, in conjunction with Aspire’s Chief Financial Officer, is responsible for contracting with the independent auditor, who shall be selected from the Certified Public Accountant’s Directory published by the State Controller’s Office. The audit shall be conducted in accordance with Education Code Section 47605(m) and the applicable portions of Standards and Procedures for Audits of California K–12 LEAs as published in the California Code of Regulations. Aspire’s Chief Financial Officer is responsible for overseeing the independent audit. Aspire’s CFO or Controller shall transmit a copy of its annual independent financial audit report for the preceding fiscal year to the District or designated staff and any other entities (such as the State Board of Education, the California Department of Education, the County Office of Education, or any other agency as the State Board of Education may direct) as required by law and by December 15 of each year. Aspire will resolve audit exceptions and deficiencies, if any, in a timely fashion. All exceptions and deficiencies and their remedies and will be communicated to the District in a timely manner. The process is as follows:

1. Speak with the auditors about the finding and ask them for guidance about what measures to put in place to correct the finding
2. Talk to the Aspire accounting and finance team about the finding to learn about what may have caused the issue
3. CFO/Controller to put forth a plan to address the finding
4. CFO/Controller to check at least quarterly to ensure that plan is being followed

Any disputes regarding the resolution of audit exceptions and deficiencies, unless the dispute is in any way related to revocation of the Charter, will be referred to the dispute resolution process contained in this charter, or if applicable, referred to the Education Audit Appeal Panel (EAAP) appeal process as required by Education Code Section 41344. The independent financial audit of The Charter School is a public record to be provided to the public upon request.

FINANCIAL STATEMENTS
Please find the following documents for the Charter School in Tab 4:

- Budget assumptions
- 3-year budget and cash flow
- 3-year budgeted Profit & Loss Statement

Aspire has been receiving funding pursuant to provisions of the California Education Code as it has opted to be direct-funded. Any funds due to The Charter School that flow through the District shall be forwarded to Aspire in a timely fashion.

The annual audit shall be conducted in compliance with the California Education Code 47605(b)(5)(I) as it is amended from time to time.

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 15 of operating fiscal year
d. Second Interim Projections – February 15 of operating fiscal year
e. Unaudited Actuals – July 15 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 of Reports
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.

- California Education Code Section 47605(b) (5) (J)

The policies and procedures for suspension and expulsion will be periodically reviewed and the list of offenses for which students are subject to suspension and expulsion will be modified as necessary and based on California Education Code. The Charter School will notify the District of any expulsions within 30 days. The Charter School will account for suspended or expelled students in its average daily attendance accounting as provided by law. In accordance with Education Code §47605(d)(3), upon expulsion of any student, The Charter School shall notify the superintendent or superintendent designee of the 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.

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 the Charter School’s student expulsion process and shall facilitate the post-expulsion placement of expelled students. This means that the Charter School shall be responsible for maintaining the educational access of students during and pending the completion of the Charter School’s student expulsion process and shall facilitate this access through home and independent study. The Charter School is not required to maintain the enrollment of the expelled student until they find placement in another LEA.
Charter School shall document and implement the alternatives to suspension and expulsion that Charter School utilizes in response to attendance-related concerns, e.g., truancy or excessive tardiness.

**STUDENTS WITH DISABILITIES**

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

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

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 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 504 Plan?

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

Discipline Foundation Policy

Aspire believes that all students have the right to learn in a safe, respectful and welcoming environment. The implementation of a school-wide behavior intervention and discipline plan is essential to the creation of this type of environment and the success of our students and teachers both behaviorally and academically.

Research shows that positive school climates increase student achievement, lower student suspensions and expulsions and increase graduation rates. This fits directly with Aspire’s College for Certain model and Aspire has put additional resources behind creating and improving these systems for our individual schools and as an organization.

The Charter School’s specific vision states: The Charter School believes in caring and authentic relationships among students and adults that support academic excellence, college readiness, lifelong learning, reflection and social consciousness. We believe that all students are scholars. We honor the community, culture and family background of our students.

In addition to Aspire’s overarching discipline policies (found in our student handbook), the Charter School utilizes a variety of interventions and school-specific policies. This includes a consequence ladder and specifically delineated alternatives to suspension (see below). Minor infractions include but are not limited to running in the halls, chewing gum, bothering others, refusal to work, failure to follow directions, disrespect to students or adults, etc. Major infractions include but are not limited to threats, profanity, defiance, assault, destruction of school or personal property, use of drugs or alcohol, etc.
Charter School Consequence Ladder | Alternatives to Suspension
---|---
1. Verbal Warning(s) | • Restorative Practices (whenever possible)
2. Reflection Zone (Minutes, Reflection Prompt, etc.) | • Parent Conference
3. After School Conference & Call Home | • Saturday Service Day
4. Referral | • Adult-Student Relationship Building through specifically planned activities (Ex. Hiking)

The Charter School’s counseling team also works with parents and students to connect them with outside resources to help ameliorate other concerns that may impede a student’s ability to learn or make it difficult for them to regulate behavior in school.

In addition to the work the Charter School has put in to their specific school climate, Aspire provides a variety of supports to our schools and school staff in implementing school-wide behavior interventions and discipline policies, improving student attendance and implementing alternatives to suspension.

In direct response to our need to focus on our non-academic indicators of success, Aspire assigns a Regional Student Services Manager (RSSM) specifically assigned to our LA schools.

Regional Student Support Manager (RSSM)

Required knowledge, skills, and abilities:
- Demonstrated commitment to students and learning
- Experience working in K-12 public schools
- Excellent communication, presentation and interpersonal skills with demonstrated ability to write clearly and persuasively and interact effectively with different audiences
- Excellent organization, time management and follow-up skills; high sense of urgency; demonstrated ability to successfully handle multiple cases concurrently
- Ability to work as a part of a team
- Demonstrates ability to adjust to and use new approaches in the performance of his/her duties
- Deals with obstacles and constraints positively
- Possess an extensive knowledge of a variety of forms of intervention and prevention models for both individuals and group therapeutic settings (ex: CBT, Play therapy).
• Possess a thorough understanding of and abide by California BBS regulations, NASW Code of Ethics and/or the code of ethics of his/her specific counseling discipline.
• Ability to provide clinical supervision of Counselor Level I towards their clinical licensure with the BBS for both LCSW, LMFT, and LPCC is highly desirable

**Required educational level:**
• Masters in counseling, social work, education or related discipline with minimum 2 years’ experience
• PPS Credential with minimum two years’ experience (preferred)
• Licensure with State with minimum 2 years’ experience post licensure (preferred)

**Required experience:**
• 5+ continuous years with Aspire or a similar organization

The RSSM’s role encompasses both school-specific and region-wide and includes, but is not limited to:
- Provides professional development and individualized coaching to Lead Teachers and administrative staff around areas related to student behavior and discipline, including, but not limited to:
  o Creation and Use of behavior and discipline data, attendance data and other indicators to inform decision-making at various tiers of intervention
  o Consult on student specific cases, including discussions of alternatives to suspension, interventions, etc.
  o Hold region-wide professional development to support cross-school collaboration and discussion, increase understanding of recent research in student support, etc.

- Provides professional development and individualized coaching to mental health counselors around areas related to student behavior and mental health, including, but not limited to:
  o Creation and Use of behavior and discipline data, attendance data and other indicators to inform decision-making at various tiers of intervention
  o Clinical supervision for counselors working towards licensure
  o Coordination of crisis response protocols and regional response teams

- Provides monthly consultation time with principals to discuss discipline data, attendance data and other non-academic student support needs.

- Creates and Updates Region Specific resource pages that include, but is not limited to, the following types of information:
  o Professional Development topic pages. For example, resource pages dedicated to Restorative Practices in Schools
  o Links to LAUSD support resources around discipline and behavior interventions
  o Family resource referrals for outside agencies and supports
- Collaborate with LAUSD and outside agencies to craft and expand supports for our schools. Ex:
  o The RSSM works to keep abreast of LAUSD recommendations and requirements around student support and communicate with our schools around that information
  o The RSSM is currently working with local universities to gain counseling interns in order to expand the services our schools can provide to our students with social-emotional and mental health needs, hopefully preventing and/or ameliorating many of the behavioral issues that occur because of SE needs.

In terms of the data necessary to determine the efficacy of our school’s behavior system, all Aspire schools utilize OnCourse to track suspension and expulsion data, in order to allow school personnel (including administration) to get a better picture of their behavior landscape and build additional interventions as needed. Aspire has built a variety of data reports that allow administrators to easily access important data trends. Some examples include:
- Most common behavior incidents by type
- Suspension rates for students
- Total suspension by month (with comparisons available month to month and by year)

Part of the RSSM’s role is to routinely access this data and bring trends (positive and negative) to the attention of the admin team at the school site and the Aspire LA area superintendent.

Additionally, the LA RSSM works as part of a larger team within Aspire to increase the knowledge-base and collaboration among different staff stakeholders such as principals, counselors, office managers and teachers in order to increase effectiveness and student achievement. The focus of this work is on non-academic indicators and interventions and includes routinely analyzing non-academic data such as behavior incidents, suspension data, attendance data and other indicators. This team includes student support coordinators in other regions, regional special education staff, members of the student services team at Aspire and others.

**Suspension**

Suspension is the temporary removal of a student from class instruction for adjustment or disciplinary reasons

Suspended or expelled students shall be excluded from all Charter School and Charter School-related activities unless otherwise agreed during the period of suspension or expulsion. Students who come to Charter School during the term of their suspension or expulsion may result in further disciplinary action.
Each school site shall consider suspension from school only when other means of correction have not been successful or where the student’s presence would constitute a danger to persons or property or seriously disrupt the educational process.

**Authority to Suspend**

1. A teacher may suspend a student only from his/her classroom for the day of the suspension plus the following school day.
2. The Principal or his/her designee may suspend a student from class, classes or the school campus for a period not to exceed five school days.
3. The LA Area Superintendent or designee may extend a student’s suspension pending final decision by the Aspire Administrative Panel on a recommendation for expulsion.

**Jurisdiction**

A student may be suspended or expelled for prohibited misconduct if the act 1) is related to an Aspire school activity, 2) occurs at an Aspire school or at any other school, 3) occurs at an Aspire school’s sponsored event, or 4) occurs during, or while going to or coming from, a school sponsored activity.

**Suspension Alternatives**

The LA Area Superintendent or designee may use their discretion to provide alternatives to suspension or expulsion, including, but not limited to, counseling, anger management programs, and community service on school grounds for students subject to suspension or expulsion.

**Grounds for Suspension and Expulsion**

Aspire provides uniformity in matters of student misconduct requiring disciplinary action and follows Ed Code’s guidance on what constitutes grounds for suspension and expulsion pursuant to California Education Code 48900 and 48915, inclusive of all subsections for those codes.

The following information is provided in order to provide uniformity within Aspire in matters of student misconduct requiring disciplinary action. The following offenses constitute grounds for suspension and expulsion:

a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person.

or (2) Willfully used force or violence upon the person of another, except in self-defense.

b) Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object, unless, in the case of possession of an object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.
c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.

d) Unlawfully offered, arranged, or negotiated to sell a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to a person another liquid, substance, or material and represented the liquid, substance, or material as a 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, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of his or her own prescription products.

i) Committed an obscene act or engaged in habitual profanity or vulgarity.

j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.

k) Except as provided in Section 48910, a pupil enrolled in kindergarten or any of grades 1 to 3, inclusive, shall not be suspended for any of the acts enumerated in this subdivision, and this subdivision shall not constitute grounds for a pupil enrolled in kindergarten or any of grades 1 to 12, inclusive, to be recommended for expulsion.

l) Knowingly received stolen school property or private property.

m) Possessed an imitation firearm. As used in this section, "imitation firearm" means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

n) Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a, or 289 of the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.

o) Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for purposes of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.
p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

q) Engaged in, or attempted to engage in, hazing. For 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 subdivision, "hazing" does not include athletic events or school-sanctioned events.

r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:

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 pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:
   A. Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
   B. Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
   C. Causing a reasonable pupil to experience substantial interference with his or her academic performance.
   D. Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.

2. (A) "Electronic act" means the transmission, 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:
   A. A message, text, sound, or image.
   B. A post on a social network Internet Web site including, but not limited to:
      i. Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).
      ii. Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1).

(1) "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.

(2) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "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.

2. B) Notwithstanding paragraph (1) and subparagraph (A), 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.

3. "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, 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 his or her exceptional needs.

1) 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, pursuant to this section, 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 harm.

In addition to Education Code 48900 (a) to (r), inclusive and (t) specified above, an Aspire student enrolled in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion if the Principal or Principal’s designee of the Charter School in which the student is enrolled determines that the student has:

- Committed sexual harassment as defined in the Education Code section 212.5.
- Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in subdivision (e) of Section 233 of the Education Code.
- Intentionally engaged in harassment, threats, or intimidation, directed against any Aspire personnel or students, that are sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of either school personnel or students by creating an intimidating or hostile educational environment.
- Made terroristic threats against school officials or school property. Possessed or used any electronic signaling device that operates through the transmission or reception of radio waves, including, but not limited to, paging and signaling equipment, cell phones, pagers, game devices, lasers, laser-pointers, and music playing devices while students are on campus or attending a school-sponsored activity, or while under the supervision and control of any Aspire employee.
**Procedures in Cases Requiring Suspension**

1. **Incident Investigation** - The Principal or Principal’s designee investigates the incident and determines whether or not it merits suspension.

2. **Determination of Length of Suspension** - The Principal or Principal’s designee determines the appropriate length of the suspension in conjunction with local school policy and school-specific disciplinary management plans (up to five consecutive school days).

   As defined in Education Code 48903 (a), except as provided in subdivision (g) of Section 48911 and in Section 48912, the total number of days for which a pupil may be suspended from school shall not exceed 20 schooldays in any school year.

3. **Legal Notifications** - Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. Upon reporting such an incident, the principal or designee with secure a written copy of the police report and a copy of that report shall be placed in the private student files.

   The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts that may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10.

   Within one school day after a student’s suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind.

   When the Principal or designee releases a student to a peace officer for the purpose of removing the student from the school premises (after the release), the Principal or other school official shall take immediate steps to notify the parent, guardian, or responsible relative of the student regarding the release of the minor to the officer, and regarding the place to where the minor is reportedly being taken. **Note:** The responsibility to notify the parent, guardian, or other responsible relative concerning the release of a student does not apply to the release of a student who has been taken into custody as a victim of suspected child abuse.

4. **Suspension Conference** - Suspension shall be preceded, if possible, by a conference conducted by the Principal or designee with the student and his or her parent and, whenever practical, the teacher, supervisor or school employee who referred the student to the Principal.

5. **Notice of Suspension** - The Principal or designee must complete an Aspire Notice of Suspension form. The parent will be given written notice of the suspension using this form. The Aspire Notice of Suspension serves as written notification of the student’s suspension and indicates the date of return following suspension. This
notice shall state the specific offense(s) committed by the student. In addition, the notice will state the date and time when the student may return to school.

A copy of this form is also sent to the Aspire home office (Attention: RSSM) and placed in the principal’s private student files – suspension notices should not be placed in the student’s cumulative file.

**Suspension Appeals Process**

A student or the student’s parents or guardians may appeal those disciplinary actions, other than expulsion, imposed upon a student for his or her school-related offenses.

- Appeals must be made first in writing at the regional level within ten days of the suspension, and should be directed to the RSSM. The RSSM will attempt to resolve the appeal with a written response within ten (10) school days of receiving it.

- After appeal at the regional level, if further appeal is desired, the appeal should be made to the Aspire Home Office and should be directed to a Home Office Designee for resolution with a written response within fifteen (15) school days.

- After appeal at the Aspire administrative level, if further review is desired, the appeal may be forwarded by the Home Office Designee to the Aspire Executive Committee for resolution with a written response within 20 school days.

If any appeal is denied, the parent may place a written rebuttal to the action in the student’s file.

**Expulsion**

Expulsion is the involuntary removal of a student from all Aspire schools and Aspire programs for acts of specified misconduct.

Except for single acts of a grave nature, expulsion should only be used when:

- there is a history of misconduct,
- Other means of correction are not feasible or have repeatedly failed to bring about proper conduct,
- or when, 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.

**Authority to Expel**

A student may be expelled by the Aspire Administrative Panel. The Administrative Panel will consist of at least three members who are certificated and neither a teacher or principal of the pupil nor a member of the Aspire Board of Directors. The Aspire Administrative Panel may recommend expulsion of any student found to have committed a suspendable or expellable offense (Aspire Public Schools Administrative Regulations on Expulsion 5144.1).
During an expulsion term, a student cannot enroll in another Aspire school without approval of the Aspire Board of Directors. When a student’s expulsion term ends, a student cannot enroll in any Aspire school without approval of the Aspire Board of Directors through the readmission process. If readmitted, placement is made by the CEO or designee within the Aspire network of schools, but there is no guarantee of re-enrollment to the expelling school (or a partner school), even if the rehabilitation plan is met. To enroll in another Aspire school while under expulsion, the student must make a request to the Principal and LA Area Superintendent and then this request is brought to the Board of Directors for approval.

Approximately one month prior to the conclusion of the term of expulsion, the Aspire Registrar contacts the family to remind the student and family that they may apply to return to Aspire if they have met the terms of their expulsion. Families have two weeks from the time of that notification to apply for readmission to Aspire. At the time of application, evidence must be presented substantiating satisfaction of the conditions of the student’s rehabilitation plan. If this information is not received within two weeks, the family is called by the Aspire Registrar to remind them of their opportunity to apply for readmission. If the family does not submit complete documentation or the documentation does not support completion of the rehabilitation plan during the specified readmission time period, the student may still return once the rehabilitation plan is satisfied, however, enrollment spots cannot be guaranteed and the student may be placed on the waiting list. All written communication is documented and sent via certified mail.

If a student has met all terms, the student is re-admitted and a re-entry conference with the principal of their school is scheduled to promote a smooth transition.

**Expulsion Process Procedures**

If a Principal or Principal’s designee determines that an suspendable offense requires a recommendation for expulsion, they are required to inform parents in writing of the intent to recommend expulsion and the parents’ rights in that process within 5 days of the offense date.

10 days before the scheduled expulsion hearing, families are sent formal invitation to the expulsion hearing, including the charges put forth and again informing families of their due process rights:

Please be advised that you have the opportunity to:

1. Appear in person, as does your student, at the Discipline Review Board proceedings, and employ and be represented by legal counsel or non-legal counsel. You must notify Aspire’s Director of Student Services at 510-434-5000 if you are going to be represented by legal or non-legal counsel at least 5 school days prior to the hearing date.
2. Inspect and obtain copies of all documents to be used at the hearing. Because of legal restrictions, there will be no police crime report included in this packet.

3. Confront and question any witnesses who testify at the hearing.

4. Question all other evidence presented.

5. Present oral and documentary evidence on the student’s behalf, including witnesses.

6. Request in writing at least 5 days prior to the hearing that the hearing will be a "public hearing." In the absence of such a request, the hearing shall be conducted closed to the public.

7. To have the hearing completed within five (5) school days of the date the hearing commenced, and to be informed of its decision within an additional three (3) school days.

8. Request in writing at least 5 days prior to the hearing for a postponement of the hearing.

An Administrative Hearing Officer, the RSSM or Director of Student of Student and Family Supports at the Home Office, manages the hearing process to ensure due process rights are protected, but is not a voting member of the Administrative Hearing Panel. During the course of the hearing, the Administrative Hearing Panel reviews the evidence and testimony provided by the school and by the student and determines its decision around 2 findings of fact:

1) Whether it is proven that the student committed the expellable offense for which he or she has been recommended for expulsion, AND

2) That one of the following is proven to be true:
   a. Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.
   b. Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

3) Mandatory Expulsion does not require a second finding of fact per California Education Code.

If the Administrative Hearing Panel determines that both of the above findings of fact are proven for the offense(s) presented, then the panel will expel the student with a rehabilitation plan and terms not to exceed one calendar year. If both of the above are not founded, the Administrative Hearing Panel will not expel the student and the student may immediately return to school.

The Administrative Hearing Panel will send the family their decision in writing within 3 days of the hearing. The entire expulsion process must be completed within 30 school
days of the original offense, as required by law (Ed Code 48918), unless the family requests an extension of that time period by submitting written notice to the Charter School. A notification of the decision of the Administrative Hearing Panel will be communicated to the CSD in writing.

All records related to expulsion proceedings will be kept by the RSSM and as appropriate given to parents.

**Expulsion Appeal**

A family may appeal the Administrative Hearing Panel’s decision to expel to the Aspire Public Schools Board of Directors. Families are informed of this right in writing when they are informed of the panel’s decision. At that time, families are also provided with the LA Area Superintendent’s contact information so that the family can request that the LA Area Superintendent assist in beginning the appeal process with the Aspire Board.

**Educational Support During Expulsion Process**

Adhering the Aspire’s Independent Study Policy and process, Charter School will provide independent study work to students who are suspended pending expulsion for the duration of the expulsion process.

**Expellable Offenses**

- **Mandatory Expulsion**
  The Principal or Principal’s designee shall immediately suspend and shall recommend the expulsion of a student who has been determined to have committed any of the following acts at Charter School or at Charter School sponsored activity while under the Charter School’s jurisdiction. The Aspire Administrative Panel will also expel the student.

  **Mandatory Expulsion requires a first finding of fact and does not require a second finding of fact.**
  - Possessing, selling, or otherwise furnishing a firearm, unless pupil had obtained prior written permission to possess the firearm from a certificated school employee
  - Brandishing a knife at another person
  - Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
  - Committing or attempting to commit a sexual assault or committing a sexual battery
  - Possessing an explosive

- **Mandatory Recommendation for Expulsion**
  The Principal or Principal’s designee shall immediately suspend and shall recommend the expulsion of a student who has been determined to have committed any of the following acts at Charter School or at Charter School
sponsored activity while under the Charter School’s jurisdiction. The Aspire Administrative Panel may order the student expelled.

**Mandatory Recommendation for Expulsion requires a first finding of fact.**
- Causing serious physical injury to another person, except in self-defense
- Possession of any knife as defined in Education Code 48915(g), explosive or other dangerous object of no reasonable use to the student
- Unlawful possession of any controlled substance, as listed in Health and Safety Code 11053-11058, except for the first offense for the possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis
- Robbery or extortion
- Assault or battery upon any school employee as defined in (Penal Code 240 and 242)

**Permissive Recommendation for Expulsion- Requires both a first and a second finding of fact**

Upon recommendation of the Principal or Principal’s designee, the Aspire Administrative Panel may order a student expelled upon finding that the pupil, at Charter School or at a Charter School sponsored activity on or off Charter School grounds, violated any of the suspendable acts listed under suspension.
Element 11: Employee Retirement System

The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.

- California Education Code Section 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, notwithstanding any provision in Element 16 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.

All employees of Aspire who qualify for membership in STRS or PERS shall be covered under the appropriate system. Employees will contribute at the rate established by STRS or PERS. In the event that PERS is unavailable to the Charter School’s classified employees, the Charter School will offer an alternative retirement plan (e.g. an employer-sponsored 403(b) account).

The Payroll/Benefits Manager of Aspire will ensure that appropriate arrangements for the coverage have been made. Aspire will make all employer contributions as required. Aspire will also make contributions for workers’ compensation insurance, unemployment insurance and any other payroll obligations of an employer.
Element 12: Pupil School Attendance Alternatives

The public school attendance alternatives for pupils residing within The Charter School district who choose not to attend charter schools.

- California Education Code Section 47605(b)(5)(L)

Aspire schools are “schools of choice,” and The Charter School recognizes that pupil attendance is voluntary and no pupil shall be required to attend an Aspire school. Pupils who choose not to attend the Charter School may choose to attend other public schools in their district of residence or pursue an interdistrict-transfer in accordance with existing enrollment and transfer policies of the District by contacting the Los Angeles Area Superintendent by phone or in writing who will then put the family in contact with the District within three days.
Element 13: Rights of District Employees

A description of the rights of any employee of The Charter School district upon leaving the employment of The Charter School district to work in a charter school, and of any rights of return to The Charter School district after employment at a charter school.

- California Education Code Section 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.

- California Education Code Section 47605(b) (5) (N)

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

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

1) Any Dispute shall be made 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 PM or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail. All Written Notifications to the District and Charter School shall be respectively addressed as follows:

To Charter School: c/o the Principal:
Aspire Juanita Tate Academy
123 W. 59th Street
Los Angeles, CA 90003

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

2) A written response (“Written Response”) shall be tendered to the other party within twenty (20) business days from the date of receipt of the Written Notification. The parties agree to schedule a conference to discuss the Dispute identified in the Written Notice (“Issue Conference”). The Issue Conference shall take place within fifteen (15) business days from the date the Written Response is received by the
other party. The Written Response may be tendered by personal delivery, by facsimile, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00p.m., or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail.

3) If the Dispute cannot be resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Each party shall bear its own attorneys’ fees, costs and expenses associated with the mediation. The mediator's fees and the administrative fees of the mediation shall be shared equally among the parties. Mediation proceedings shall commence within 120 days from the date of either party’s request for mediation following the Issue Conference. The parties shall mutually agree upon the selection of a mediator to resolve the Dispute. The mediator may be selected from the approved list of mediators prepared by the American Arbitration Association. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.

4) If the mediation is not successful, then the parties agree to resolve the Dispute by binding arbitration conducted by a single arbitrator. Unless the parties mutually agree otherwise, arbitration proceedings shall be administered in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitrator must be an active member of the State Bar of California or a retired judge of the state or federal judiciary of California. Each party shall bear its own attorney’s fees, costs and expenses associated with the arbitration. The arbitrator’s fees and the administrative fees of the arbitration shall be shared equally among the parties. However, any party who fails or refuses to submit to arbitration as set forth herein shall bear all attorney’s fees, costs and expenses incurred by such other party in compelling arbitration of any controversy or claim.
Element 15: Exclusive Public School Employer

A declaration whether or not the charter school shall be deemed the exclusive public school employer of the employees of the charter school for the purposes of the Educational Employment Relations Act (Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 4 of Title 1 of the Government Code).

- California Education Code Section 47605(b) (5) (O)

The Charter School is deemed the exclusive public school employer of all employees of Charter School for collective bargaining purposes. As such, the Charter School shall comply with all provisions of the Educational Employment Relations Act (“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.
Element 16: Charter School Closure Procedures

A description of 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.

- California Education Code Section 47604(b) (5) (P)

Public School Choice Closure

In the event that Charter School closes for any reason, the LAUSD campus used by Charter School shall revert to the full and exclusive control of the District, to be operated as a school or otherwise, at the sole discretion of the District.

Revocation of the Charter

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

- Charter School committed a material violation of any of the conditions, standards, or procedures set forth in the Charter.

- Charter School failed to meet or pursue any of the pupil outcomes identified in the Charter.

- Charter School failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement.

Charter School violated any provision of law. Prior to revocation, and in accordance with Education Code section 47607(d) and State regulations, the LAUSD Board of Education will notify the Charter School in writing of the specific violation, and give the 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 clause 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 the Charter School either by the Governing board of Charter School or by the LAUSD Board of Education will be documented in a “Closure Action”. A Closure Action shall be deemed to have been automatically taken when any of the following occur: the Charter is revoked (subject to the provisions of Education Code section 47607(i)) or non-renewed by the LAUSD Board of Education; the governing board of Charter School votes to close Charter School; or the Charter lapses.

**CLOSURE PROCEDURES**

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

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

**NOTIFICATION OF CLOSURE ACTION**

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

1. The LAUSD Charter Schools Division (CSD). Charter School shall provide the CSD with written notice of the person(s) designated to be responsible for conducting and overseeing all closure activities and 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). The 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.
5. The Special Education Local Plan Area (SELPA) in which the Charter School participates. The 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.

6. The retirement systems in which the Charter School’s employees participate. Within fourteen (14) calendar days of the Closure Action, the 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 this notification and correspondence to the CSD.

7. The California Department of Education (CDE). The 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.

8. Any school district that may be responsible for providing education services to the former students of Charter School. The 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.

9. 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 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 the Charter School
2. The name(s) of 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 to 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 which will include 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 the 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 the Charter School, by which Charter School shall provide employees with written verification of employment.

Within 30 days of the effective date of closure, Charter School shall provide all employees with written verification of employment. Charter School shall send copies of such 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 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 student records to receiving schools shall be in accordance with 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. The Charter School must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.

6. Charter School must provide to the CSD a copy of student attendance records, teacher gradebooks, Charter School payroll and personnel records, and Title I records (if applicable). Personnel records must include any and all employee records including, but not limited to, records related to performance and grievance.

7. 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.

8. 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.

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.

The 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. If the charter school chooses to submit this information before the forms and software are available for the fiscal year, alternative forms can be used if they are approved in advance by the CDE. 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 source 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 the Charter School is operated by a nonprofit corporation, and if the corporation does not have any other functions than operation of the Charter School, the corporation shall be dissolved according to its bylaws.

The 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 the 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. File a Federal Notice of Discontinuance with the Department of Treasury (Treasury Form 63).

c. Make final federal tax payments (employee taxes, etc.)

d. File its final withholding tax return (Treasury Form 165).

e. File its final return with the IRS (Form 990 and Schedule).

This Element 16 shall survive the revocation, expiration, termination, cancellation of this charter or any other act or event that would end the Charter School’s authorization to operate as a Charter School or cause the 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 16. The District, therefore, reserves the right to seek equitable relief to enforce any right arising under this Element 16 or any provision of this Element 16 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.
District Impact Statement

The governing board of a school district shall require that the petitioner or petitioners provide information regarding the proposed operation and potential effects of The Charter School, including, but not limited to, the facilities to be utilized by The Charter School, the manner in which administrative services of The Charter School are to be provided, and potential civil liability effects, if any, upon The Charter School and upon The Charter School district. The petitioner or petitioners shall also be required to provide financial statements that include a proposed first-year operational budget, including start-up costs, and cash-flow and financial projections for the first three years of operation.

- California Education Code Section 47605(g)

Facilities

The Charter School intends to continue operating at its current location at 123 W. 59th Street, Los Angeles, California 90003 as part of the Public School Choice program and under the conditions of the PSC Facilities Use Agreement.

Public School Choice Campus
As an independent charter school approved to operate a Public School Choice campus, Charter School shall cooperate with the District in attaining and maintaining any and all applicable waivers from the State Board of Education. Additionally, Charter School agrees to waive any and all rights under Education Code section 47614 (“Proposition 39”) for a period coterminous with its LAUSD Board of Education approval to operate a Public School Choice campus.

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

Notwithstanding any provision of any existing agreement for the use of District facilities, no agreement for the use of District facilities shall automatically renew or extend its term with the renewal of the charter petition. 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.
Prop. 39 Single Year Co-Location Use Agreement shall be limited to one (1) school year and expire on the date stated in said instrument. There is no automatic renewal.

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

Charter School agrees that occupancy and use of District facilities shall be in compliance with applicable laws and District policies for the operation and maintenance of LAUSD facilities and furnishings and equipment. All District facilities (i.e., schools) will remain subject to those laws applicable to public schools which District observes.

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 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 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. District shall have the right to inspect District facilities upon reasonable notice to Charter School.

- **Furnishings and Equipment.** 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 District. The parties may agree to an alternative arrangement in the use agreement.

• **Programs, Services, and Activities Outside Instructional Program; Third Party Vendors**
  - 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.
  - 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:**
  1. **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
  2. **Taxes; Assessments:** Generally, Charter School shall pay any assessment or fee imposed upon or levied on the District 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.
  1. **Co-Location.** If Charter School is co-locating or sharing the District facilities with another user, 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 the 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 is required to submit, and deferred maintenance and Charter School shall pay LAUSD for the cost and expense of providing those services. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such services in the use agreement.

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

**NON-DISTRICT-OWNED FACILITIES**

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

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

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

**Asbestos Management:** The 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.

**Administrative Services**

Aspire has an experienced administrative staff that handles a variety of “back office” services like payroll, accounting, and purchasing. Aspire will be responsible for all of its own personnel salary and benefit plans, provisions and costs.

**Potential Civil Liability Effects**

The Charter School shall be operated by Aspire Public Schools, a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

The corporate bylaws of Aspire shall provide for indemnification of the Aspire’s Board, officers, agents, and employees, and Aspire will purchase general liability insurance, Board Members and Officer’s insurance, and fidelity bonding to secure against financial risks.

**INSURANCE**

**INSURANCE REQUIREMENTS**

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

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

The following insurance policies are required:

1. **Commercial General Liability**, including **Fire Legal Liability**, coverage of $5,000,000 per Occurrence and in the Aggregate. The policy shall be endorsed to name the Los Angeles Unified School District and the Board of Education of the City of Los Angeles (“Board of Education”) as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School’s insurance shall be primary despite any conflicting provisions in Charter School’s policy. Coverage shall be maintained with no Self-Insured Retention above $15,000 without the prior written approval of the Office 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 the 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 bus service. If Charter School provides student bus 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 $50,000 per occurrence, with no self-insured retention.

5. **Professional Educators Errors and Omissions liability coverage** with minimum limits of $3,000,000 per occurrence and $3,000,000 general aggregate.

6. **Sexual Molestation and Abuse coverage** with minimum limits of $3,000,000 per occurrence and $3,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.
7. Employment Practices Legal Liability coverage with limits of $3,000,000 per occurrence and $3,000,000 general aggregate.

8. Excess/umbrella insurance with limits of not less than $10,000,000 is required of all high schools and any other school that participates in competitive interscholastic or intramural sports programs.

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

**Evidence of Insurance**

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

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

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

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

**Hold Harmless/Indemnification Provision**

To the fullest extent permitted by law, Charter School does hereby agree, at its own expense, to indemnify, defend and hold harmless the LAUSD and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers from and against any and all claims, damages, losses and expenses including but not limited to attorneys' fees, brought by any person or entity whatsoever, arising out of, or relating to this Charter agreement. The 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 their 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 the 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.
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 the 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 the Charter School’s financial information,
- The Charter School’s debt structure,
- Governance policies, procedures and history,
- The recording and reporting of attendance data,
- The 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-hour notice.

INTERNAL FISCAL CONTROLS

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

APPORTIONMENT ELIGIBILITY FOR STUDENTS OVER 19 YEARS OF AGE

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

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

Assurances and Affirmations

[Charter School] (also referred to herein as “[short form of school name]” and “Charter School”) shall:

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

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

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

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

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

- Except for existing students 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

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8 This assurance is subject to the terms of the District’s Attendance Boundary State Waiver for Public School Choice for the duration of Charter School’s participation in the District’s Public School Choice program.

9 This assurance is subject to the terms of the District’s Attendance Boundary State Waiver for Public School Choice for the duration of Charter School’s participation in the District’s Public School Choice program.
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).)

- Pursuant to the Public School Choice (PSC) Resolution, Charter School makes the following assurances:
  
  o Charter School is a not for profit entity.
  
  o Charter School shall maintain a record of financial solvency and sustainability.
  
  o Charter School agrees that the student composition at Charter School will be reflective of the student composition at the schools it is intended to relieve (in terms of demographics, including but not limited to race/ethnicity, gender, socio-economic status, English Learners, Standard English Learners, students with disabilities, and foster youth). Charter School shall ensure that ongoing review mechanisms are and remain in place to make sure that retention and student composition at Charter School continues to reflect that of the surrounding community.
  
  o In accordance with the Attendance Boundary State Waiver for Public School Choice, Charter School agrees to provide first choice attendance to students, including students with disabilities, who reside within the attendance boundary established by the District for the Public School Choice campus. Thereafter, any remaining available seats will be filled with any student who wishes to attend Charter School on the PSC campus pursuant to the requirements of Education Code sections 47605(d)(1) and 47605(d)(2)(B). The District’s waiver of sections 47605(d)(1) and 47605(d)(2)(A) from the State Board of Education codifies these requirements.
  
  o As a PSC charter school, Charter School further agrees that it shall not refuse enrollment to any resident student who wishes to attend the school unless and until the Los Angeles Unified School District, in its sole discretion, has determined that the resident student enrollment exceeds the District’s established maximum operational enrollment capacity for the school. Charter School understands and agrees that the attendance boundary configuration as
well as the maximum operational enrollment capacity of the school is
determined by and subject to change at the sole discretion of the District.

- Charter School agrees to adhere to the District’s “Enrollment Process for
  Charter Schools Selected to Operate a Public School Choice School.” If a
  parent or guardian no longer wants his/her child to attend Charter School, an
  independent PSC charter school, Charter School shall implement the “opt out”
  procedures set forth in “Enrollment Process for Charter Schools Selected to
  Operate a Public School Choice School.” A parent’s “opt-out” decision is only
  valid and applicable for one academic school year. Once a parent has
  exercised his/her right to opt out, he/she is unable to re-enroll the child in
  Charter School for the remainder of the school year, unless Charter School has
  a seat available in accordance with the capacity set forth in the Charter. At the
  completion of each academic school year, parents of resident students,
  regardless of whether they may have opted out previously, shall have the
  opportunity to enroll their student(s) at Charter School again.

NOTE: This Charter contains specific “District Required Language” (DRL), including
the Assurances and Affirmations 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.

NOTE: Charter School currently participates in, and operates on a District campus
under the auspices of, the District’s Public School Choice program. In the event that
Charter School no longer participates in the PSC program, the PSC provisions in this
Charter shall no longer apply with the exception of the following:

- If the PSC program or the designation of Charter School as a PSC school is
  terminated, Charter School may apply for District facilities under Proposition
  39 in accordance with the terms of the PSC facilities agreement, as it may be
  amended from time to time. Charter School agrees that PSC is a voluntary
program by LAUSD to provide educational options to students as it deems
appropriate. As a participant in this voluntary program, Charter School
agrees that any laws or regulations restricting LAUSD’s ability to move
Charter School’s location shall not apply in order to provide LAUSD the
flexibility of offering a program it deems appropriate for the area.

- In the event that Charter School no longer participates in the PSC program,
  and as long as Charter School remains on the same campus, Charter School
  agrees to continue to provide first choice attendance to students, including
  students with disabilities, who reside within the attendance boundary
  established by the District for the campus. Thereafter, any remaining
Element 1 – The Educational Program

“A description of the educational program of the school, designed, among other things, to identify those whom the 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)).

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

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

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

**ACADEMIC CALENDAR AND SCHEDULES**

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

**TRANSITIONAL KINDERGARTEN**

Charter School shall comply with all applicable requirements regarding transitional kindergarten.

**WASC ACCREDITATION**

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

**ENGLISH LEARNERS**

Charter School is required to timely identify potential English Learners (ELs) and provide them with an effective English language acquisition program that affords meaningful access to Charter School’s academic core curriculum. Instructional plans for English Learners must be (1) based on sound educational theory; (2) adequately supported with trained teachers and appropriate materials and resources; and (3) periodically evaluated to make sure the program is successful and modified when the program is not successful.

On an annual basis (on or about October 1), Charter School shall submit a certification to the LAUSD Charter Schools Division (CSD) that certifies that Charter School will either adopt and implement LAUSD’s English Learner Master Plan or implement Charter School’s own English Learner Master Plan. If Charter School chooses to implement its own EL plan, the plan shall include, but is not limited to, the following:
Aspire Juanita Tate Academy Charter Renewal Petition 2016-2021

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

Each year, Charter School shall provide to the CSD a report on its annual EL program assessment. 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 ensure that it will 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.

**Public School Choice Service Plan for Students with Disabilities**
In accordance with the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973, Charter School agrees to sign the Public School Choice Service Plan for Students with Disabilities Assurance Form (“Assurance Form”). The Assurance Form assures that the awarded PSC Charter School will abide by the conditions and requirements of the *Chanda Smith* Modified Consent Decree. Signing the Assurance Form also assures that Charter School, which has been selected to operate a PSC school, agrees to use positive behavioral interventions and supports to address the learning and behavioral needs of students with disabilities in accordance with the federal Individuals with Disabilities Education Act (IDEA) (20 U.S.C. Sec. 1400 et seq.) and to comply with the District’s Discipline Foundation Policy. Charter School, selected to operate a PSC school, further agrees to protect the rights of students with disabilities and their parents or guardians relative to 1) prior notice and consent, 2) access to records 3) confidentiality, and 4) due process procedures. Charter School will maintain a written description of the annual notification process used to inform parents/guardians of the policies regarding Nondiscrimination (Title 5 CCR 4960 (a)),
Sexual Harassment (EC 231.5 (a) (b) (c), Title IX Student Grievance Procedure (Title IX 106.8 (a) (d) and 106.9 (a)) and Uniform Complaint Procedures (Title 5, CCR 4600-4671). Procedures must include a description of how Charter School will respond to complaints and how the District will be notified of complaints and subsequent investigations. Furthermore, Charter School agrees to participate in the Los Angeles Unified School District’s Special Education Local Plan Area (SELPA), as required by all public schools formed or approved by the District.

**Special Education Program**
Charter schools must ensure that no student otherwise eligible to enroll in their charter school will be denied enrollment due to a disability or to the charter school’s inability to provide necessary services. Policies and procedures are in place to ensure the recruitment, enrollment and retention of students with disabilities at charter schools.

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

**SELPA Reorganization**
The Los Angeles Unified School District is approved to operate as a single-District SELPA under the provisions of Education Code section 56195.1(a) and intends to continue operating as a single-District SELPA as in the current structure but has created two 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 but will function in a similar role in that each charter school will be responsible for all special education issues including services, placement, due process, related services, special education classes, and special education supports. Charter schools may apply for membership in the Charter-operated Program section of the SELPA. These schools will receive support from a Special Education Director for the Charter-operated Programs.

**Compliance with Child Find Activities: Conversion and Public School Choice (PSC) Schools**
District-authorized conversion and PSC charter schools must conduct Child Find activities for students residing in their pre-charter and/or PSC attendance areas (including private school students), so that students who have or are suspected of
having a disability and needing special education and related services are appropriately identified and, if necessary, referred for evaluation in accordance with state and federal law. Conversion and PSC charter schools must distribute the District’s brochure, “Are You Puzzled by Your Child’s Special Needs,” prominently display the Parent Resource Network poster, and use other District materials to address the search and serve requirement of the law (e.g., “The IEP and You”).

**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 schools are made on a regular basis. The requested data must be submitted in the Office of the Independent Monitor’s (“OIM”) required format in accordance with the OIM’s required timelines and as follows:

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

- **Statewide Assessment Data (Including Charter Schools)**
  
  The usual file including District ID.

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

- **CBEDS (Including Charter Schools)**

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

  District ID, CSIS ID, last name, first name, date of birth, gender, grade, location code, school name and local district for all students enrolled on norm day.
• Dropout (Including Charter Schools)

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

• Monthly SESAC and Suspension data (Including Charter Schools)

• Graduation roster from all LAUSD schools (Including Charter Schools) with 12th grade SWD

The MCD requires charter schools to implement the District’s integrated student information system which is 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 in compliance with the requirements of the MCD and applicable timelines and upon the release of Milestone 8 which includes the final set of functionalities required to comply with the MCD. Upon charter school full utilization of MiSiS, the list of required data above will automatically be captured within MiSiS.

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

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

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

Measurable Goals of the Educational Program

Charter School shall meet all statewide content and performance standards and targets. (Ed. Code §§ 47605(c)(1), 60605.)
Charter School shall comply with all applicable laws and regulations related to AB 97 (Local Control Funding Formula) and AB 484, as they may be amended from time to time, including all requirements pertaining to pupil outcomes.

**STANDARDIZED TESTING**

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

**PUBLIC SCHOOL CHOICE PERFORMANCE**

Charter School will track the same information presented in the LAUSD School Report Cards.

To ensure sharing of best practices, Charter School agrees to participate in research and/or evaluation projects in partnership with LAUSD, higher education institutions and/or research organizations. This participation may involve survey or interviews with teachers and parents to understand factors associated with student performance.

Charter School’s performance will be evaluated in accordance with any and all requirements and procedures of the Public School Choice program.

**Element 4 – Governance**

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

**GENERAL PROVISIONS**

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

Charter School shall ensure that, at all times throughout the term of the Charter, the bylaws of its governing board and/or nonprofit corporation are and remain consistent with the provisions of this Charter. In the event that the governing board and/or nonprofit corporation operating Charter School amends the bylaws, Charter School shall provide a copy of the amended bylaws to CSD within 30 days of adoption.
Charter School shall send to the CSD copies of all governing board meeting agendas at the same time that they are posted in accordance with the Brown Act. Charter School shall also send to the CSD copies of all board meeting minutes within one week of governing board approval of the minutes. Timely posting of agendas and minutes on Charter School’s website will satisfy this requirement.

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

**LEGAL AND POLICY COMPLIANCE**

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

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

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

All employees and representatives of Charter School, including members of Charter School’s governing board, members of Charter School or governing board committees or councils, Charter School administrators, and managers, shall comply with federal and state laws, nonprofit integrity standards, and LAUSD’s charter school policies, regarding ethics and conflicts of interest.

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

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

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

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

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

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

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

RESPONDING TO INQUIRIES

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

If an allegation or other evidence of waste, fraud, abuse, or other material violation of law related to Charter School’s operations, or breach of charter, is received or discovered by the District, Charter School shall cooperate with any resulting inquiry and/or investigation undertaken by the District and/or the Office of the Inspector General Investigations Unit.

NOTIFICATION OF THE DISTRICT

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

STUDENT RECORDS
Upon receiving a 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 16. Charter School shall comply with the requirements of Education Code section 49060 et seq., 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.

**Element 5 – Employee Qualifications**

“The qualifications to be met by individuals to be employed by the 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 recruitment, selection, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and dismissal from employment.

**ESEA/NCLB AND CREDENTIALING REQUIREMENTS**

Charter School shall adhere to all requirements of the Elementary and Secondary Education Act (ESEA, also known as No Child Left Behind (NCLB)) that are applicable to teachers and paraprofessional employees. Charter School shall ensure that all
teachers meet applicable state requirements for certificated employment, including 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 school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the school furnish the school with a criminal record summary as described in Section 44237.” (Ed. Code § 47605(b)(5)(F).)

**Public School Choice**

As an independent charter school operating on a Public School Choice campus, Charter School shall comply with all District health, safety, and emergency procedures and requirements and will be subject to inspection by the District’s Facilities Services Division, OEHS, and other District offices in the same manner as other LAUSD campuses.

**Health, Safety and Emergency Plan**

Charter School shall have a comprehensive site-specific Health, Safety and Emergency Plan, including but not limited to the acquisition and maintenance of adequate onsite emergency supplies, in place prior to beginning operation of Charter School each school year. 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 SB 1266 (2014). 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 Plan, and keep it readily available for use and review upon CSD request.
**FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)**

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

**CRIMINAL BACKGROUND CLEARANCES AND FINGERPRINTING**

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

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

**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, in accordance with Education Code section 49406. Charter School shall maintain TB clearance records and certifications on file.

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

**SAFE PLACE TO LEARN ACT**

Charter School shall comply with all applicable requirements of the Safe Place to Learn Act, Education Code section 234 et seq.
Element 7 – Means to Achieve Racial and Ethnic Balance

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

COURT-ORDERED INTEGRATION

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

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

FEDERAL PROGRAM COMPLIANCE

As a recipient of federal funds, including federal Title I, Part A funds, Charter School has agreed to meet all of the programmatic, fiscal and other regulatory requirements of the Elementary and Secondary Education Act (ESEA, also known as No Child Left Behind (NCLB)) and other applicable federal grant 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 NCLB and other applicable federal programs, including, but not limited to, documentation related to funding, required parental notifications, qualifications and credentialing of teaching and paraprofessional staff, the implementation of Public School Choice and Supplemental Educational Services, where applicable, or any other mandated federal
The mandated requirements of NCLB, Title I, Part A include, but are not limited to, the following:

- Notify all parents at the beginning of each school year of their “right to know” the professional qualifications of their child’s classroom teacher
- Notify each individual parent, in a timely manner, if and when the parent’s child has been assigned, or taught for four or more consecutive weeks by, a teacher who is not highly qualified
- Develop jointly with, and distribute to, parents of participating children, a school-parent compact
- Hold an annual Title I meeting for parents of participating Title I students
- Develop jointly with, agree on with, and distribute to, parents of participating children a written parent involvement policy
- Submit biannual Consolidated Application to California Department of Education (CDE) requesting federal funds
- Complete and submit Local Education Agency (LEA) Plan to CDE
- Complete reform planning process with stakeholders and submit to CDE all appropriate documents for Title I Schoolwide Program eligibility and status, if applicable; otherwise, identify and maintain roster of eligible students for the Title I Targeted Assistance School Program
- Maintain inventory of equipment purchased with categorical funds, where applicable
- Maintain appropriate time-reporting documentation, including semi-annual certification and personnel activity report, for staff funded with categorical resources, where applicable
- Participate in any applicable federal program monitoring conducted by the California Department of Education
- Conduct an annual evaluation of the effectiveness of funds allocated through the Consolidated Application

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 8 – Admission Requirements

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

PUBLIC SCHOOL CHOICE SCHOOL ADMISSIONS

Charter School shall maintain complete and accurate records of its annual enrollment process, including but not limited to documenting that students who reside within the designated attendance boundary have been offered enrollment in Charter School prior to any other students being accepted. These records shall be made available to the District upon request.

In accordance with the Attendance Boundary State Waiver for Public School Choice, Charter School agrees to provide first choice attendance to students, including students with disabilities, who reside within the attendance boundary established by the District for the Public School Choice campus. Thereafter, any remaining available seats will be filled with any student who wishes to attend Charter School on the PSC campus pursuant to the requirements of Education Code sections 47605(d)(1) and 47605(d)(2)(B). The District’s waiver of Education Code sections 47605(d)(1) and 47605(d)(2)(A) from the State Board of Education codifies these requirements.

As a PSC charter school, Charter School further agrees that it shall not refuse enrollment to any resident student who wishes to attend the school unless and until the Los Angeles Unified School District, in its sole discretion, has determined that the resident student enrollment exceeds the District’s established maximum operational enrollment capacity for the school. Charter School understands and agrees that the attendance boundary configuration as well as the maximum operational enrollment capacity of the school is determined by and subject to change at the sole discretion of the District.

HOMELESS AND FOSTER YOUTH

Charter School shall adhere to the provisions of the 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 provisions of Education Code sections 48850 – 48859.

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

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

**Element 9 – Annual Financial Audits**

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

The annual audit shall be conducted in compliance with Education Code section 47605(b)(5)(I) as it is amended from time to time.

The following reports will be submitted to LAUSD, in the required format and within timelines to be specified by LAUSD, each year:
  k. Provisional Budget – Spring prior to operating fiscal year
  l. Final Budget – July of the budget fiscal year
  m. First Interim Projections – November of operating fiscal year
  n. Second Interim Projections – February of operating fiscal year
  o. Unaudited Actuals – July following the end of the fiscal year
  p. Audited Actuals – December 15 following the end of the fiscal year
  q. Classification Report – monthly according to Charter School’s Calendar of Reports
  r. Statistical Report – monthly according to Charter School’s Calendar of Reports
     In addition:
        • P1, first week of January
        • P2, first week of April
  s. Instructional Calendar – annually five weeks prior to first day of instruction
  t. Other reports as requested by the District
Element 10 – Suspension and Expulsion Procedures

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

GENERAL PROVISIONS

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

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

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

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

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

STUDENTS WITH DISABILITIES

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

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

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 504?

NOTIFICATION OF THE DISTRICT

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

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

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


**Outcome Data**

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

**Rehabilitation Plans**

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

**Readmission**

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

**Reinstatement**

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

**Gun-Free Schools Act**

Charter School shall comply with the federal Gun-Free Schools Act.
Element 11 – Employee Retirement Systems

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

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

If Charter School participates in, or otherwise covers its staff members by enrolling or continuing their enrollment in, a “government plan” governed by section 414(d) (e.g. CalPERS), upon dissolution or final liquidation of Charter School, notwithstanding any provision in Element 16 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.

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 who choose not to attend Charter School may choose to attend other public schools in their district of residence or pursue inter-district transfers in accordance with existing enrollment and transfer policies of the District.

Element 13 – Rights of District Employees

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

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

**Element 14 – Mandatory Dispute Resolution**

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

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

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

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

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

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

Director/Principal
Charter School
[See Element 14]

6) A written response (“Written Response”) shall be tendered to the other party within twenty (20) business days from the date of receipt of the Written Notification. The parties agree to schedule a conference to discuss the Dispute identified in the Written Notice (“Issue Conference”). The Issue Conference shall take place within fifteen (15) business days from the date the Written Response is received by the
other party. The Written Response may be tendered by personal delivery, by facsimile, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00p.m., or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail.

7) If the Dispute cannot be resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Each party shall bear its own attorneys’ fees, costs and expenses associated with the mediation. The mediator’s fees and the administrative fees of the mediation shall be shared equally among the parties. Mediation proceedings shall commence within 120 days from the date of either party’s request for mediation following the Issue Conference. The parties shall mutually agree upon the selection of a mediator to resolve the Dispute. The mediator may be selected from the approved list of mediators prepared by the American Arbitration Association. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.

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

Element 15 – Exclusive Public School Employer

“A declaration whether or not the charter school shall be deemed the exclusive public school employer of the employees of the charter school for purposes of Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code.” (Ed. Code § 47605(b)(5)(O).)

Charter School is deemed the exclusive public school employer of all employees of Charter School for collective bargaining purposes. As such, Charter School shall comply with all provisions of the Educational Employment Relations Act (“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.
Element 16 – Charter School Closure Procedures

“A description of the procedures to be used if the charter school closes. The procedures shall ensure a final audit of the 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)(P).)

PUBLIC SCHOOL CHOICE CLOSURE

In the event that Charter School closes for any reason, the LAUSD campus used by Charter School shall revert to the full and exclusive control of the District, to be operated as a school or otherwise, at the sole discretion of the District.

REVOCATION OF THE CHARTER

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

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

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

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

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

**CLOSURE PROCEDURES**

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

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

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

**Notification of Closure Action**

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

10. The LAUSD Charter Schools Division (CSD). Charter School shall provide the CSD with written notice of the person(s) designated to be responsible for conducting and overseeing all closure activities and 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.

11. 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.

12. 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.
13. 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.

14. 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 this notification and correspondence to the CSD.

15. 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.

16. 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.

17. 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 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:
3. A description of the circumstances of the closure

4. The location of student and personnel records

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

4. Information on how to enroll or transfer the student to an appropriate school

5. A certified packet of student information that includes closure notice, a copy of the student’s cumulative record, which will include grade reports, discipline records, immunization records, completed coursework, credits that meet graduation requirements, a transcript, and state testing results

6. Information on student completion of college entrance requirements, for all high school students affected by the closure

Notification of employees and vendors shall include:

4. The effective date of the closure of Charter School

5. The name(s) and contact information for the person(s) handling inquiries regarding the closure

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

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

9. Charter School shall provide the District with 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.
10. Charter School’s process for transferring student records to receiving schools shall be in accordance with LAUSD procedures for students moving from one school to another.

11. 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.

12. 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.

13. Charter School must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.

14. Charter School must provide to the CSD a copy of student attendance records, teacher gradebooks, Charter School payroll and personnel records, and Title I records (if applicable). Personnel records must include any and all employee records including, but not limited to, records related to performance and grievance.

15. 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.

16. Charter School shall provide to the responsible person(s) designated by the governing board of Charter School to conduct all closure-related activities a list of students in each grade level and, for each student, a list of classes completed and the student’s district of residence.

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

Charter School shall ensure completion of an independent final audit within six months after the closure of Charter School that includes:
4. An accounting of all financial assets. These may include cash and accounts receivable and an inventory of property, equipment, and other items of material value.

5. An accounting of all liabilities. These may include accounts payable or reduction in apportionments due to loans, unpaid staff compensation, audit findings, or other investigations.

6. An assessment of the disposition of any restricted funds received by or due to Charter School.

This audit may serve as Charter School’s annual audit.

Charter School shall pay for the financial closeout audit of Charter School. This audit will be conducted by a neutral, independent licensed CPA who will employ generally accepted accounting principles. Any liability or debt incurred by Charter School will be the responsibility of Charter School and not LAUSD. Charter School understands and acknowledges that Charter School will cover the outstanding debts or liabilities of Charter School. Any unused monies at the time of the audit will be returned to the appropriate funding source. Charter School understands and acknowledges that only unrestricted funds will be used to pay creditors. Any unused AB 602 funds will be returned to the District SELPA or the SELPA in which Charter School participates, and other categorical funds will be returned to the source of funds.

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

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

These reports must be submitted to the CDE and the authorizing entity in the form required. If Charter School chooses to submit this information before the forms and software are available for the fiscal year, alternative forms can be used if they are approved in advance by the CDE. These reports should be submitted as soon as possible after the Closure Action, but no later than the required deadline for reporting for the fiscal year.

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

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

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

6. The return of any donated materials and property in accordance with any terms and conditions set when the donations were accepted.

7. The return of any grant and restricted categorical funds to their sources according to the terms of the grant or state and federal law.

8. The submission of final expenditure reports for any entitlement grants and the filing of Final Expenditure Reports and Final Performance Reports, as appropriate.

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

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

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

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

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

f. File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines.

g. File a Federal Notice of Discontinuance with the Department of Treasury (Treasury Form 63).
h. Make final federal tax payments (employee taxes, etc.)

i. File its final withholding tax return (Treasury Form 165).

j. File its final return with the IRS (Form 990 and Schedule).

This Element 16 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 16. The District therefore reserves the right to seek equitable relief to enforce any right arising under this Element 16 or any provision of this Element 16 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

Public School Choice Campus
As an independent charter school approved to operate a Public School Choice (PSC) campus, Charter School shall cooperate with the District in attaining and maintaining any and all applicable waivers from the State Board of Education. Additionally, Charter School agrees to waive any and all rights under Education Code section 47614 (“Proposition 39”) for a period coterminous with its LAUSD Board of Education approval to operate a PSC campus.

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

Notwithstanding any provision of any existing agreement for the use of District facilities, no agreement for the use of District facilities shall automatically renew or extend its term
with the renewal of the charter petition. 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.

Prop. 39 Single Year Co-Location Use Agreement shall be limited to one (1) school year and expire on the date stated in said instrument. There is no automatic renewal.

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

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

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

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

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

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

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

**Non-District-Owned Facilities**

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

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

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

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

**INSURANCE**

**Insurance Requirements**

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

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

The following insurance policies are required:

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

6. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect Charter School from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers’ Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

7. Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with limits of $1,000,000 Combined Single Limit per Occurrence if Charter School does not operate a student bus service. If Charter School provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

8. Crime Insurance or Fidelity Bond coverage shall be maintained by Charter School to cover all Charter School employees who handle, process or otherwise have responsibility for Charter School funds, supplies, equipment or other assets. Minimum amount of coverage shall be $50,000 per occurrence, with no self-insured retention.

9. Professional Educators Errors and Omissions liability coverage with minimum limits of $3,000,000 per occurrence and $3,000,000 general aggregate.

10. Sexual Molestation and Abuse coverage with minimum limits of $3,000,000 per occurrence and $3,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.

11. Employment Practices Legal Liability coverage with limits of $3,000,000 per occurrence and $3,000,000 general aggregate.

12. Excess/umbrella insurance with limits of not less than $10,000,000 is required of all high schools and any other school that participates in competitive interscholastic or intramural sports programs.

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

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

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

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

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

**Hold Harmless/Indemnification Provision**

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

**FISCAL MATTERS**

**District Oversight Costs**

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

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

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

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

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

- Charter School is subject to District oversight.

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

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

Accordingly, the District hereby reserves the right, pursuant to its oversight responsibility, to audit Charter School books, records, data, processes and procedures through the District Office of the Inspector General or other means. The audit may include, but is not limited to, the following areas:
• Compliance with terms and conditions prescribed in the Charter agreement,
• Internal controls, both financial and operational in nature,
• The accuracy, recording and/or reporting of Charter School’s financial information,
• Charter School’s debt structure,
• Governance policies, procedures and history,
• The recording and reporting of attendance data,
• Charter School’s enrollment process,
• Compliance with safety plans and procedures, and
• Compliance with applicable grant requirements.

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

Internal Fiscal Controls
Charter School will develop and maintain sound internal fiscal control policies governing all financial activities.

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

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